

Starmont Community Schools



Employee Handbook & Master Contracts 2023-2024

Rob Busch, Superintendent

Kris Martin, Middle School/High School Principal

Heath Hesse, Elementary Principal/PK-12 Curriculum Director

This handbook is a general source of information and may not include every possible situation that could arise.

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.

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

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OPENING STATEMENT

Welcome Letter

Welcome to the Starmont Community School District. We are happy you have chosen to join our team and look forward to working together to provide our students outstanding learning opportunities.

The purpose of this handbook is to outline some of our district's policies, procedures, employment benefits, and other materials of interest to staff. This handbook is informational in nature and its provisions are subject to change. Please refer to Board policies for additional guidance.

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

With the developments of the last few school years, being flexible and knowing things can change on a day-to-day basis are key. As we revisit the handbook, we never know which COVIDish procedures we may have to continue with. Please exercise, eat healthy, and use proper hygiene procedures. Stay Safe.

Definitions

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

“**The district**” means the Starmont School District.

“**Online learning platform**” means Zoom, Google Classroom, SeeSaw or any other web application used to conduct virtual learning.

"**Parent**" also means "guardian" unless otherwise stated.

"**School activities**" means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

"**School facilities**" includes school district buildings and vehicles.

"**School grounds**" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses.

Para Definitions - See Article XVII Wages and Salaries.

Mission Statement

Starmont Schools: "Empowering all students with knowledge, skills, and attitudes necessary for responsible, productive, fulfilling lives."

Equity Statement

The Starmont Community School District does not intentionally discriminate on the basis of sex, race and color, national origin, religion and creed, age, marital/parental status, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, or socioeconomic status or familial status in its educational programs, activities, or employment practices, or as otherwise prohibited by statute or regulation. If you believe such discrimination has occurred and want to receive more information about the grievance procedure, please contact the Equity Coordinator at 3202 40th Street, Arlington, Iowa 50606 or call (563) 933-4598.

Educational Philosophy of the Starmont Community School District

As a school corporation of Iowa, the Starmont Community School District, acting through its board of directors, in an attempt to establish general guidelines for the operation and to develop understanding of purpose, hereby adopts this statement of educational philosophy for the Starmont Community School District.

The Board believes that the Starmont Community Schools are established, maintained and operated as an educational service organization, intended to supplement other basic social institutions in providing for the growth, development, and general welfare of the residents of this school district.

The Board believes that the fundamental concepts of American representative democracy shall be taught and practiced in an attempt to understand our heritage; this representative democracy should provide cultural, social, and economic opportunities.

The Board believes that this district should provide the finest administrative, instructional and operating staff, and physical facilities that can be obtained within the limitations of the community's ability and willingness to furnish necessary financial support.

The Board believes that all administrative agencies exist to facilitate the educational program. Administrators, instructors, and operational staff members are partners in attempting to fulfill the objectives, purposes, and goals of this school district.

The Board believes that, so far as it is feasible, each student shall be treated as an individual with unique capabilities, interests, aptitudes, and personality. The school program shall be structured to serve the best interests of each student, attempting to provide the knowledge, experience, skills, and attitudes necessary for each individual to assume a position in a competitive adult society. This education shall include social, emotional, physical, and mental developmental experiences.

The Board believes that instructional methods and techniques should be carefully scrutinized and evaluated in an attempt to provide the best learning situation possible. Teachers shall be considered as coordinators of learning experiences and will be expected to utilize available resources to the best advantage. The student shall be considered an active participant in the learning process, not simply a passive absorber of knowledge. Students shall learn where and how to acquire information.

The Board believes that each student shall be taught to assume responsibility for obtaining the available educational opportunities. Students must recognize that their presence cannot become detrimental to the welfare of other students and that their status as a student is contingent upon their willingness to observe the standards of conduct as outlined in Board policy. Upon satisfactory completion of the prescribed course of study, the student shall be awarded the high school diploma or certificate of program completion.

Board Policy #101
Adopted 10/27/86 Reviewed 9/17/11

Map of District/School

[Click here for map of school district](#) or
https://educateiowa.gov/sites/default/files/2023-04/FY24_STARMONT.pdf .

District Contacts

Directory. Phone directory is compiled and provided to staff annually, please respect the right of confidentiality for all employees and do not share the contents of the directory for use outside of district employees. **Please contact the district office by September 15 if you want your information removed from staff**

Administration / Central Office

Rob Busch	Superintendent, Home School Program, Special Education Director
Kris Martin	Middle & High School Principal
Heath Hesse	Elementary School Principal, TAG, Title I, ELL Coordinator School Improvement Director & Instructional Coach
Katie Taylor	Business Manager, Board Secretary
Duane Borrett	Director of Transportation/ Maintenance
Nick Thole	Director of Maintenance
Carmen Swales	HR Director/Payroll Specialist

Elementary

Kristin Althoff	3 rd Grade
Julie Andreae	Paraprofessional
Sheryl Anfinson	1 st Grade
Molly Augustine	Special Education
LeAnn Baumgartner	Reading Recovery/At Risk
Ashley Becker	3rd Grade

Mary Bergan	Paraprofessional
Mary Jo Bergan	Daycare
Jill Berger	Paraprofessional
Michelle Block	Kindergarten
Amber Burlage	Paraprofessional
Renee Cantrell	Special Education
Zach Conduff	SE Aide
Meah Condran	Paraprofessional
Kristi Donlon	Instructional Coach
Brandie Erickson	K-5 Guidance, Homeless Liaison

Kayela Gearhart	4 th Grade
Colleen Goedken	Paraprofessional
Brenda Hach	Daycare
Rachael Hach	Home School Liaison
Lucy Hansel	SE Aide
Relda Haynes	PreschoolParaprofessional
Beth Jaeger	Title Reading
Jonna Keppler	Nurse
Heather Krogmann	Daycare
Bridget Koester	Daycare
Jessica Landsgard	Junior Kindergarten/Preschool
Allison McIntyre	K-5 Music
Robbie McIntyre	5 th Grade Band
Brittany Meyers	4th Grade
Donna Moeller	Paraprofessional Aide
Jake Munger	5 th Grade /WR/MS B Track/MS Football
Nicole Neswold	2 nd Grade
Sherri Nolan	Nutrition Coordinator
Sonni Norberg	1st Grade
Susie Norberg	Media Center Aide
Kristen Ostrander	Preschool/ECSE
April Pasker	SE Aide
Grace Pitz	5th Grade
Carol Rathe	SE Aide
Amanda Reinertson	Preschool/ECSE
Amy Roach	Daycare
Brenda Rodas	SE Aide
Payton Rundle	K-5 Art/Elementary ELP
Heather Schoulte	Special Education
Kelley Snyder	Paraprofessional
Josh Steffen	2 nd Grade
Kristine Stocks	Special Education
Kathleen Sweet	Instructional Coach; K-6 Art/TAG/TLC School Improvement Coordinator
Ashley Taylor	Principal's Secretary
Kaitlin Teff	SE Aide
Jan Thole	SE Aide
Kim Torson	Clerical Aide
Matt Vagts	PK-5 PE
Heidi Wemark	Kindergarten
Margo Zitelman	SE Aide

Middle/High School

Michael Augustine	8-12 Science/ HS FB/WR/Weightroom Coach
Janet Becker	9-12 Math/Tech Coordinator/Robotics
Jerry Bentley	IT Specialist/FB/B Track/B BB

Elisa Brady	Head HS Volleyball
Alley Kress	9-12 Language Arts & Reading/Fr/JV Volleyball
Amanda Burgin	SE Aide
Terra Corbin	SE Aide/Prom Sponsor
Jill Jensen	HS Special Education/ESL Coordinator
Tracy Curtis	AD/At Risk Coordinator /JV Softball
Megan DeBack	8-12 Spanish
Teri Fedeler	SE Aide
Julia Gamm	Secretary
Roger Gifford	G TR

Cory Gonzales	V Baseball
Cassie Gruman	TAG
Charles Gruman	8-12 Math/CC/HS Track
Suzy Hamlett	Special Ed-Level II/Student Council
Jonna Keppler	Nurse
Sue Klett	Media Specialist
Amanda Knox	7-12 Art/ Yearbook/Speech
Matt Lee	PE/Health/Wellness/MS BB/B Track
Kelly Lyon	9-12 Language Arts/NHS/MS Play
Allison McIntyre	6-12 Vocal Music
Robert McIntyre	6-12 Band/Web Design
Susie Norberg	Media Center Aide
Troy Northrop	6-12 Business/DECA/
Jill Olind	6-8 Reading
Vincent Otdoerfer	JV FB/MS WR/MS B BBall/ HS B Golf
Ashley Peterson	SE Aide
Lisa Pope	SE Aide
Robert Pope	MS Baseball/MS VB/MS G BB
Erin Preussner	9-12 Social Studies
Todd Quiqley	6-8 Social Studies
Tatum Rau	8-12 Agriculture/FFA
Rebecca Reed	SE Aide

Abbie Schuhmacher	7-8 Language Arts & Reading
Emily Schuhmacher	SE Aide/JH Softball/Asst JH Volleyball
Cathy Smith	Principal's Secretary
Linda Sneed	Industrial Tech
Rachel Stecklein	Instructional Coach
Samantha Thiese	MS Special Education/6 th Grade Study Skills
Margaret Tucker	6-12 FCS/Health
Matt Vagts	Health/JV FB/JV G BBall
	8-12 Science
Sara Walter	6-12 Math
Janet Zitelman	SE Aide/Accuscanner

Custodians/Maintenance

Melissa Sauerbry	Head Custodian
Lenny Hansel	Custodian
James Stocks	Custodian

Food Service

Theresa Broadwater	HS/MS Cook
Becky Meisgeier	
Caroline Otdoerfer	

Jill Weber	HS/MS Cook
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Judy Weston

Food Service Director

Transportation

Duane Borrett

Transportation Director

Randy Brewer

Driver

Trenia Dunkel

Driver

Teri Fedeler

Driver

Rich Newman

Driver

Bob Recker

Driver

Deb Recker

Driver

Judy Weston

Driver/Food Service Director

Board Policies

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available online at www.starmont.k12.ia.us. Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact the superintendent of schools.

Handbook Subject to Change

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

COMPENSATION AND BENEFITS

Licensure

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

Compensation

Please see Master Contract for specific details.

Compensation for Extracurricular/Extra Duty Positions

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

Please see Master Contract.

Teacher Leadership and Compensation

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

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

Contact the superintendent for a copy of the Teacher Leadership Plan.

Group Health Insurance

Employees who work 30 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 at least fourteen days before the start of the enrollment period. All new employees shall receive group insurance and health benefits information upon acceptance of employment.

For benefits contributions, please see the Master contract.

The employee will be responsible for both his/her share and the district's share of FICA as required by law. The balance of premiums to be paid by the employee shall be deducted from the employee's paychecks in twelve equal installments beginning in the month of September.

The District will provide long-term disability insurance and life insurance for all eligible employees (teachers and central office). This coverage shall be for full-time employees. The Board shall not be required to provide coverage if the carrier refuses to accept any such employee.

This insurance program shall be for twelve consecutive months, starting with the first day as designated by the insurance carrier and running for twelve (12) consecutive months thereafter. Employees new to the District shall be notified by the employer as to the dates that their coverage begins. Such first day shall be the same as the beginning of the teacher's contract year.

The insurance company shall be responsible for providing insurance information in the form of application and enrollment meetings etc. to the employees.

In the event that an employee, absent because of illness, pregnancy or injury, has exhausted sick leave accrued, the above-mentioned benefits shall continue throughout the balance of the contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave shall have the option to continue any or all of the Board paid programs by paying premiums themselves to the Board within thirty (30) days of the Insurance Company billing date, to the extent that, the insurance company will allow and only for the balance of the unpaid leave. Failure of the thirty (30) day payment requirements cancels the option.

For additional information, please contact the HR Director.

Iowa Public Employees' Retirement System (IPERS)

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

Travel Compensation – Inside the District

Employees traveling on behalf of the district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at cents per mile and must have the travel pre-approved by the superintendent or superintendent designee. **Policy 401.7**

Travel allowances within the district will be provided only after board approval. Employees who are allowed a within school district travel allowance will have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

Travel Compensation – Outside the District

Employees traveling on behalf of the district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs.

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

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

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

EMPLOYEE RELATIONS

Background Checks

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

Conflict of Interest

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

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

Since employees have access to information and a captive audience that could present a conflict of interest, employees may only solicit other employees or students for personal or financial gain with the prior, advance approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the

conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease approved solicitations as a condition of continued employment.

Employee Orientation

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

Employee Records

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

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

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

Employee Searches

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

Evaluation

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

The district shall provide all employees with an in-service on the Iowa Teaching Standards, criterion, and any district-adopted descriptors prior to the district's implementation of the Individual Professional Development Plans (IPDP) and/or Performance Reviews. The district will provide help to any employee who does not fully understand any part of the Individual Professional Development Plan. This in-service will be conducted within the first month of the school year.

The Individual Professional Development Plan is designed for all career teachers in the district. The IPDP and the District Professional Development Plan will be very closely aligned and be based upon the individual needs of the

teacher, the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district (CSIP). Plans that do not meet this requirement will be considered only in special circumstances.

Each career teacher shall draft an individual or group career development plan by September 19 of the school year following the conclusion of his/her previous plan. The evaluator will meet with the teacher to review, modify and approve the plan. Modification of the plan can be made at any time by the administrator or by mutual agreement. The evaluator and teacher will also meet for an annual conference to review progress on a multi-year plan. For those individuals with one-year plans, a conference will also take place mid-year.

Each career teacher shall have a performance review at a minimum of once every three years. The evaluator will contact the teacher to establish an agreed upon time to discuss the performance review procedures. The evaluator and teacher will agree upon pre-conference, observation and post conference times. At least one observation will be of no less than 30 minutes. The evaluator's comments will be reviewed at the post-conference meeting at a time mutually agreed upon. Every attempt will be made to have this conference within five school days of the classroom observation, but will happen no more than ten (10) school days later, barring emergency situations, to allow for timely feedback. The post observation reflection form will be completed and turned in to the principal within two (2) days of the observation, unless another arrangement is mutually agreed upon between the teacher and the building principal. These comments will be signed and dated by both parties. The teacher's signature does not necessarily mean agreement with the comments. A copy of the comments will be given to the teacher. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan.

If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not met must be identified, and the information and/or evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement and the teacher shall have the right to provide a written response to this review. The teacher may then enter an assistance plan, which has been adopted by the board. In lieu of entering the assistance plan, the teacher will be given suggestions on how to make improvements in their performance. Evaluations will be conducted in accordance with the provisions of the Iowa Code.

If the COVID-19 Pandemic makes meeting in person impractical or unrealistic, this review may be completed virtually by phone or video. The principal or immediate supervisor shall take proper precautions to ensure the employee's record is kept confidential.

Handbook Complaints

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

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

Step One

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

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

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

Step Two

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

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 investigation and related procedures. Employees may also be disciplined, up to and including termination, for impeding, obstructing or failing to cooperate with the investigation and related procedures.

Mandatory Reporting of Post-Employment Arrests and Convictions

Any employee who is arrested or convicted of any criminal charges shall report such information to Rob Busch, Superintendent within three business days. Failure to do so shall incur discipline, up to and including termination.

Nepotism

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

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

Probationary Status

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

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

Public Complaints about an Employee

The Board recognizes that situations may arise in the operation of the system, which are of concern to parents or the public. The Board believes strongly that all concerns should be resolved at the lowest possible level of decision-making by the individuals closest to the concern. The concerns are best dealt with through communication with appropriate staff members and officers of the system, such as the faculty, the principals, the central office, and the Board.

The following guidelines are suggested as the proper procedure to be followed by persons with questions or complaints:

1. Matters concerning an individual student, a teacher, or other employees should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions concerning individual schools should be directed to the building principal, or employee's immediate supervisor.
3. Unsettled matters from (2) above or problems and questions concerning the school system should be directed to the superintendent.
4. If the matter cannot be settled satisfactorily by the superintendent, it may be brought to the Board of Directors. Questions and comments submitted to the chairman of the Board in letter form will be brought to the attention of the entire Board. The concern may be brought up at a Board meeting by following the procedures to have an item placed on the agenda or may be brought up as an item of information during the open forum portion of the agenda, time permitting.

The Board considers it the obligation of employees of the district to entertain the questions of parents or the public. Board [Policy 907.1](#)

Qualifications, Recruitment, and Selections

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

All job openings shall be submitted to the Iowa Department of Education for posting on IowaWorks, <https://www.iowaworks.gov/>, the online state job posting system. Additional announcements of the position may occur in a manner which the superintendent believes will inform potential applicants about the position. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

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

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

Release of Credit Information

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

Transfers

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

The district reserves the right to fill vacancies with employees through voluntary or involuntary transfers. Additional information detailing transfer procedures shall be included in the specific master contracts.

Work Day

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

The Work Day at Starmont School District is from 8:00 AM to 3:45 PM.

“Day” is defined as one work day regardless of full-time or part-time status of an employee.

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

DISTRICT PROCEDURES AND GUIDELINES

Business Office Procedures

All purchases require an approved purchase order before you place your order. If you fail to have a prior approval you may be responsible for payment. Checks are only done ONCE a month following board approval so, please plan accordingly.

Requisitions submitted and approved by noon will be printed or e-mailed that afternoon. Please plan accordingly as admin and/or office staff may not always be available to approve/print same-day PO's. It is advised to start the requisition process at least 2 days in advance. If you are going to need your credit card for your purchase, you will need to show building assistant that you have a purchase order before you can get your credit card.

We do NOT pay tax with the exception of hotels and restaurants, please ensure your vendor has our tax-exempt information. If they don't, please see Katie for the form. The includes items you are purchasing with the credit card. If you fail to get tax-exempt status you may be responsible for paying the tax.

Activity Accounts

All purchases Activity accounts are a part of the district's financial responsibility. A monthly financial statement will be presented regularly for Board of Education approval. Activity funds must be deposited in the school account through the office. A receipt of deposit will be given to the sponsor for accurate record keeping. **The principal must approve all activity account expenses in advance.** Approved purchase requisitions and purchase orders are required for any expenditure from activity funds.

Child Labor

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

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 additional information about copyright and fair use, please visit the "Frequently Asked Questions about Copyright" section of the United States Copyright Office located at <https://copyright.gov/help/faq/index.html>.

Discipline

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

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

Step One – Verbal Warning

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

Step Two – Written Warning

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

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

Step Three – Recommendation for Termination of Employment

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

Employee Recognition

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

If the form of honor deemed appropriate by the administration and employees involves unusual expense to the school district, the superintendent will seek prior approval from the board.

Employee Publication or Creation of Materials

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

Limitations to Employment References

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

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

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

Payroll Accountability

The district believes in taking appropriate measures to ensure the accurate expenditure of district funds through payroll. All district employees shall be responsible for accurately and timely reporting their time worked. The board secretary shall be responsible for the timely and accurate disbursement of payroll for the district. No individuals beyond the employees and the board secretary shall have authority to alter timekeeping for employees without prior approval from the superintendent. The superintendent shall develop procedures to ensure the accurate recording of time worked and compensation disbursed for all district employees.

Professional Development

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

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

Religious Holiday Celebrations in Public Schools

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

Prohibited Activities:

- Displays of religious symbols such as a crèche, an angel, a menorah, or a banner with a religious message (e.g., “Gloria in Excelsis Deo”)
- Display of a Christmas tree with religious symbols such as stars, angels, the baby Jesus, etc.
- School-wide prayer or Scripture readings
- A musical concert with exclusively religious music
- Banning students from offering candy canes or other items with a religious message during Noninstructional time (before or after school or during a recess) and not done in the classroom. Schools may still prohibit distribution within classrooms.
- Holding a “Christmas Party” in the classroom. (A “holiday” or “end of semester” or “end of 2022” party is would be ok.)

Permissible Activities:

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

School Fees

Iowa law identifies the types of fees schools can charge. School districts only have the authority to charge fees for textbooks, school supplies, eye and ear protective devices, summer school, driver’s education and transportation for students not eligible for free transportation. For those that are charged, the fees must be waived or reduced for those students who meet the eligibility requirements for free or reduced price meals. Students cannot be charged a fee for masks or other personal protective equipment.

Employees cannot charge a student fee for anything without prior consent of superintendent or superintendent designee.

School Nutrition Program

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

School Publicity and Community Relations

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

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

Staff Meetings

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

Licensed employees may be required to attend without additional compensation open houses and special events (i.e. Orientations, literacy nights, concerts, etc.) in the evenings as assigned by the administration, and/or meetings scheduled by the administration (faculty meetings, IEPs, committee meetings, etc.) between 7:30 AM and 5:00 PM. Support staff has similar requirements but would be paid their regular rate of pay for attendance. Employees are expected to attend staff meetings unless they are on leave or excused by an administrator.

CONDUCT IN THE WORKPLACE

Employee Use of Cellphones

School district and personal phones and message devices are to be used appropriately at times that do not conflict with the employees' duties. All personal calls should be made during sanctioned breaks. District telephones are only for official school business. Failure to follow this guideline will result in disciplinary action, up to and including termination.

Employee Use of District-Owned Vehicles

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

After use, district vehicles will be sanitized by the employee checking out the vehicle in accordance with public health guidelines.

Fighting

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

Fraud/Unlawful Gain

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

Neglect of Duties

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

Offensive or Abusive Language

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

Performing Unauthorized Work While on Duty

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

Use of School Facilities and Equipment

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

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

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

Use of Time

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

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

EMPLOYEE STANDARDS OF CONDUCT

Academic Freedom

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

Break of Meal Periods

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

Dress and Grooming

All employees are required to dress in a professional and appropriate manner. Any clothing which could be deemed unsafe could result in disciplinary action. Clothing deemed inappropriate will be discussed with the employee. Tank tops, tube tops, sleeveless shirts, short shorts and halter tops are not considered professional attire. Questions about

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

Staff are encouraged not to wear sandals. Nutrition staff and janitorial staff are recommended to wear slip resistant shoes.

Employee furnished work uniforms are expected to be kept clean and in good repair. The uniforms must be returned to the district when they become unwearable or upon termination of employment.

Employee Outside Employment

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

The board may request the employee cease the outside employment as a condition of continued employment with the school district.

Employee Political Activity

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

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

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

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

Ethics – Board of Educational Examiners

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

For a copy of the ethics code, please visit <https://boee.iowa.gov/doc/ethHndot.pdf>

Failure to Complete Reports

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

Gifts

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

For more information on Iowa’s gift law, please visit

<https://educateiowa.gov/resources/laws-and-regulations/legal-lessons/gift-law>.

Insubordination

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

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

Relationships with Co-Workers

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

Social Media

Online social media platforms such as Facebook, LinkedIn, Instagram and Twitter are an evolving gathering place for hundreds of millions of people, encompassing a broad sweep of online activity, including social networks (Facebook, Instagram and Twitter) and professional networks (LinkedIn, blogs and webinars). Because such media is a far-reaching means of communication, every District employee engaged in social media is expected to use it responsibly.

In establishing a formal social media policy, the District is hoping to provide employees with a clear, straight-forward set of standards to guide personal and professional social media behavior. As social media use and tools evolve, so will this policy. It will be evaluated and amended as needed.

The District will not place restrictions on which social media sites its employees can join during their personal time. The District hires talented people, and, therefore, trusts each employee to conduct themselves in a professional manner. If an employee is clearly identified as an employee of the District, the employee has a responsibility to consistently and professionally act in a manner that maintains the District’s business reputation, whether using social media for personal or professional reasons. Additionally, employees may not set up additional social media groups on behalf of the District, such as LinkedIn groups, Facebook pages or Twitter accounts. Any communications concerning District employees that are posted using social media sites must not violate any guidelines set forth in District Policy or Handbook, especially as it relates to discrimination, unlawful harassment or safety issues.

In general, employees are free to participate in professional networking and business websites (i.e. LinkedIn, District blog), and may identify themselves as employees of the District when doing so. Because the employee’s professional online identity reflects directly on the District, all such communications must meet the standards of professionalism expected of District employees and align with the District’s “Code of Conduct and Ethics Policy.” In addition, employees should ensure their online profile, including biography and credentials, is accurate and unembellished.

Employees need to be wary of posting anything that might constitute a violation of personal privacy laws (HIPAA, etc.). Doing so could expose the employee and the District to serious legal trouble. If an employee is commenting on a professional site, a disclaimer should be issued clearly stating that the opinion is solely of the employee, and not representative whatsoever of the District (i.e. “the views expressed are mine alone and do not necessarily reflect the views of the District”). The District reserves the right to remove potentially sensitive material from any of its own social networking pages (i.e. specific information on a stakeholder, something that is inappropriate or offensive, SPAM, etc.).

While an employee may disagree with District actions, employees may not post material that is malicious, obscene, threatening or intimidating or that might constitute bullying or harassment. Examples of such posts might include pictures that are meant to harm a person’s reputation or that contribute to a hostile work environment on the basis of age, race, sex, religion, disability, or any other status protected by law.

Nothing contained in this policy is intended to, nor shall be interpreted as, limiting an employee’s right to free speech or an employee’s right to engage in concerted activity aimed at affecting a change in the workplace, as protected by the Public Employment Relations Act.

When using personal social networks, employees should recognize that the information they post can impact their career and personal and professional reputations. Accordingly, employees should exercise judgment and discretion with the information that they post, as well as when determining whom they invite to join their social networks, including consideration of the appropriateness of inviting other employees.

When using a personal or non-work-related social network, employees must use a personal email address. Communications should not be attributed to the District nor appear to be endorsed or originated from the District. While the District does not require employees to disclose their identity when participating in online media, the District reserves the right to investigate and identify the authors of inappropriate posts or comments that may be related to the District, its stakeholders or employees.

Any known or suspected violations of this policy will be investigated and may result in disciplinary action up to and including termination of employment.

Staff Technology Use

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

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

Theft

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

Treatment of Patrons of the District

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

Volunteers

The board recognizes the valuable resources it has in the members of the Starmont CSD community. When possible and in concert with the education program, members of the school district community may be asked to make presentations to the students or to assist employees in duties other than teaching. The school district may officially recognize the contributions made by volunteers. If you are interested in seeking volunteers, begin by discussing and gaining approval from your direct administrator. Regular volunteers must have completed background checks and could be subject to board approval (volunteer coaches). Recruiting or setting up any presenter or presentation in your classroom or for an assembly must gain prior approval from the administrator.

STUDENT AND CLASSROOM ISSUES

Abuse of Students by a School District Employee

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

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

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

The training manual can be located at:

<https://educateiowa.gov/chapter-102-level-i-investigator-manual-january-2011-school-leader-update-legal-lesson>.

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

Corporal Punishment, Restraint, and Seclusion of Students

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

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

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

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

Field Trips

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

Individuals with Disabilities Education Act (IDEA)

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

Homework and Grading

Grading scales are set as a building. Be able to justify the process, and ensure your students know what the grading scale is on the first day, in addition to what elements of your class will be graded. These items should be included in your syllabus and/or communicated to families. Incomplete grades will have five school days to complete. If the student has an incomplete, the parents will be called by the instructor at the end of the quarter or before with details about what needs to be completed for a final grade.

Parent/Teacher Conferences

The Individuals Conferences are held twice a year, once in the fall and once in the spring. The teacher and the parents often see the same child from very different perspectives. The conference participants also bring their unique conceptions, misconceptions, attitudes, and feelings to the meeting. To establish a good working relationship, both sides must be open and honest in their exchanges. Thorough preparation by teachers and parents can also save time and avert misunderstandings.

BEFORE THE CONFERENCE

The teacher should collect a representative sample of the student’s work, together with achievement records, standardized test scores, attendance reports, and other pertinent data. This material should be carefully examined and made available to parents during the conference.

Parents should also be encouraged to prepare a list of things they want to tell and ask the teacher. If only one parent can attend the conference, the other parent's ideas and questions should be solicited and included. Parents also should determine what their child would like them to discuss with the teacher.

DURING THE CONFERENCE

At the onset, the teacher's first responsibility is to set the parents at ease. The teacher must be warm, friendly, and diplomatic at all times, asking parents for suggestions whenever possible and providing straightforward answers to their questions. If there is an area of disagreement, the teacher must maintain a professional attitude and use an approach like: "We have a mutual concern. What can we do about it? Perhaps you can suggest something. The teacher should be prepared to discuss the child's

- ability to do schoolwork
- grade levels in reading and math
- special interests and abilities
- relationships with other children
- level of self-esteem
- behavior in and out of the classroom

AFTER THE CONFERENCE

The teacher should prepare an anecdotal record of all that was discussed and recommended and planned for follow-up activity.

The parents should discuss the conference with their child, stressing its positive aspects before mentioning any problems and suggestions for addressing them. It is important that parents remember – or be reminded – to follow through with strategies and activities that were agreed to at the conference. They should also be encouraged to monitor their child's progress by asking to see samples of schoolwork at regular intervals.

A successful parent-teacher conference should provide parents with new information about their child and practical suggestions as to how they can help their child do better in school. It should also enable a teacher to better understand a child and to be more responsive to individual educational needs. Both sides benefit from a good parent-teacher conference, but the ultimate beneficiary is the student.

Searches of Students and Property

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

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

Standardized Testing and Assessment

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

Student Funds and Fundraising

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

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

Student Records

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

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

Transporting Students by Employees

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

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent and meet all applicable requirements set by the district, including public health guidelines. Private vehicles will be used only when:

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

Tutoring

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

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

HEALTH AND WELL-BEING

Administering Medication

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

Anti-Bullying and Anti-Harassment (Copy of Board Policy 104.1 and 104.R1)Policy

The district is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed.

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

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

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

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

Retaliation Prohibited

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

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

Definitions

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

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

Filing a Complaint

An individual who believes that the individual has been harassed or bullied may file a complaint with the superintendent or superintendent's designee. The complaint form is available in the building's guidance office. An alternate investigator will be designated in the event it is claimed that the superintendent or superintendent's designee committed the alleged bullying or harassment or some other conflict of interest exists. Complaints shall be filed within 180 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.

Investigation

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The building counselor (hereinafter "investigator") will be responsible for handling all complaints alleging bullying or harassment.

The investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment as defined in board policy. Upon completion of the investigation, the investigator shall issue a report with respect to the findings, and provide a copy of the report to the appropriate building principal or Superintendent if the investigation involved the building principal

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

School Decision

The investigator, building principal or superintendent, depending on the individuals involved, shall inform the Complainant and the accused about the outcome of the investigation. If, after an investigation, a student is found to be in violation of the policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds.

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

For additional information, including applicable forms, please visit the “Anti-Bullying/Anti-Harassment” section of the Iowa Department of Education’s website, at www.educateiowa.gov/pk-12/learner-supports/anti-bullyinganti-harassment and the “Bullying and Harassment” section of the Iowa Department of Education’s website, at www.educateiowa.gov/resources/laws-and-regulations/legal-lessons/bullying-and-harassment.

Bloodborne Pathogens

All employees are required to take the bloodborne training annually.

Each fall, information regarding online training will be sent to every district building. Employees will be required to log into their AEA Online Professional Development profile to complete the training. Employees will normally be requested to complete the training during the first in-service days of each school year. The school nurse will also provide additional information.

Communicable Diseases – Employees

Employees who are ill are encouraged to stay home.

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

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

Employees with a higher risk of developing a severe illness from COVID-19 or have an immediate family member who has a higher risk of developing a severe illness from COVID-19 and requesting an accommodation should contact their principal or immediate supervisor.

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 his/her supervisor and call the EMC OnCall Nurse at 1-844-322-4668 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.

Employee Physical Examination

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

The cost of the initial examination will be paid by the employee. The form indicating the employee can perform the duties, with or without reasonable accommodation, for which the employee was hired, must be returned prior to the performance of duties. The cost of bus driver renewal physicals will be paid by the school district. The school district will provide the standard examination form to be completed by the personal physician of the employee or a certified medical examiner for bus drivers.

Employees whose physical or mental health, in the judgment of the administration, may be in doubt must submit to additional examinations to the extent job-related and consistent with business necessity, when requested to do so, at the expense of the school district.

The district will comply with occupational safety and health requirements as applicable to its employees in accordance with law.

Hazardous Chemical Disclosure

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

Smoke and Tobacco Free Workplace

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

Substance Free Workplace

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

hours, while on district time or property, or while engaging in district business will result in discipline, including termination.

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

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

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

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

LEAVES AND ABSENCES

Absenteeism

In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday.

Employees must notify the building principal or immediate supervisor of all times when they will be absent or to submit leave requests. Absences arranged in advance (vacations and personal days) do not require a call when absent or when returning to work, unless outside the scheduled time off. If an employee is absent for five consecutive workdays, without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to discipline, up to and including termination. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for discipline even if the employee has not yet exhausted available paid leave.

Employees with a higher risk of developing a severe illness from COVID-19 or have an immediate family member who has a higher risk of developing a severe illness from COVID-19 and requesting an accommodation should contact their principal or immediate supervisor.

Personal Illness (Sick) Leave

Personal illness leave ensures that employees can take care of health needs. Employees who are ill are encouraged to stay home.

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

For additional information on the district's personal illness leave procedures, please see board policy, specific master contract, and district calendar.

Family Sick Leave

Family sick leave ensures that employees have time available to take care of family when emergencies arise. Please see specific master contract.

Employee Holidays and Personal Leave

Please see board policy, specific master contract, and district calendar.

Employee Vacations

Vacation may be available for those employees who work 12 months a year or as included in an individual contract or applicable collective bargaining agreement.

Bereavement Leave

The district understands that employees may need time off to mourn the loss of a family member or close friend. Additional information detailing district bereavement leave procedures shall be included in specific master contract.

Family and Medical Leave

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

For additional information regarding the Family and Medical Leave Act (FMLA) please contact the board secretary or visit the "Family and Medical Leave Act" section of the United States Department of Labor's website, at <https://www.dol.gov/agencies/whd/fmla>.

Jury Duty

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

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

Military Service

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

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

Political Leave

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

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

Unpaid Leave

Unpaid leave may be used to excuse an absence not provided for in other leave policies of the board. Unpaid leave for employees must be authorized by the superintendent. Leaves of absences without pay are not encouraged and such requests will generally be denied.

The superintendent will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If an employee is granted unpaid leave, the employee will be responsible for the premium for insurance benefits.

SAFETY AND SECURITY

Asbestos Notification

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

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

For more information on AHERA, please visit the Environmental Protection's webpage of Asbestos and School Buildings at: <https://www.epa.gov/asbestos/asbestos-and-school-buildings>.

Building Security

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

Staff are expected to use any door that has a card reader when entering or exiting the building, unless otherwise identified for specific events or emergencies. Staff may not leave any external door with egress to outside propped open and unattended unless express written permission is granted ahead of time by the building principal. Leaving such doors open presents a serious security risk to all students and staff by allowing unauthorized individuals access to the school building. Any staff member who is determined to have left an external door open, unlocked, and unattended without prior permission may be subject to disciplinary action, up to and including termination, as circumstances warrant.

Drills and Evacuations

Periodically the district holds emergency fire and tornado drills. In addition, the district will hold an emergency operations drill. At the beginning of each semester teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas must be posted in all rooms. When drills are staged, every staff member and student must follow proper procedures.

Emergency Closings, Inclement Weather and Other Interruptions

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify the radio/television stations to broadcast a school closing announcement.

In the event school facilities are closed due to COVID-19 concerns, employees will follow the procedures identified in the district's Return-to-Learn plan.

Threats of Violence

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

Visitors/Guests

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

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

Visitors will conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors will also be required to follow district rules on health and safety as well as social distancing and other public health guidelines. Visitors failing to conduct themselves accordingly may be asked to leave the premises. Children who wish to visit school must be accompanied by a parent or responsible adult.

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

Weapons

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

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

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

TERMINATION OF EMPLOYMENT

Contract Release – Licensed Employee

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

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

Resignation – Licensed Employee at Year End

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

Resignation – Classified Employees

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

Reduction in Force/Furlough

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

Due process for termination because of a reduction in force will be followed. Please see master contract and board policy for additional information.

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 when the employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

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

Steps To Encourage Positive Solutions

Situations will arise at Starmont throughout the school year which cause concerns for parents, teachers, and students. Resolving these situations quickly to the satisfaction of all parties involved benefits the educational program of the district. "STEPS" should help you resolve problem situations quickly and satisfactorily. Please follow these steps if you have a concern.

STEP 1:

Contact the appropriate Staff Member. This first STEP in resolving a concern is to discuss it with the staff member involved – the teacher, the coach, the bus driver, etc. More than 95% of all concerns are resolved at this level.

STEP 2:

Contact the principal or immediate supervisor (athletic or transportation director). If STEP 1 does not resolve your concern, discuss it with the principal or the employee's immediate supervisor. The principal is the professional educator in charge of the building and the person responsible for handling concerns regarding the school's operation. The principal and other supervisors can share building information and explain policies, guidelines and procedures. If you have not attempted to resolve the concern with the immediate person involved, you will be asked to do so at this STEP.

STEP 3:

Contact the Superintendent. If you feel that your concern has not been adequately resolved after following STEPS 1 & 2, contact the Superintendent.

STEP 4:

Contact the School Board. If your concern has not been addressed in STEPS 1-3, you can contact the school board. The school board has a committee of two members who will consider your concern and decide if it warrants going to the entire board. Your concern must be in a written request to the superintendent for consideration by the board complaint subcommittee.

STEP 5:

If the board subcommittee decides that the concern should go before the full board, then the matter will be taken to the full board.

However, the school board members do not have direct authority in day-to-day operations. The authority of the district is the result of official actions by the majority of the school board members at their monthly meetings. These meetings are open to the public.

MCGF/Nondiscrimination/Sexual Harassment Policy

It shall be the practice of the Starmont Community School District to hire employees based upon bona fide occupational qualifications. In regards to sexual harassment all members of the Starmont School District, including but not necessarily limited to the Board of Education, the administration, the faculty, the staff and the students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community will be in violation of the school's sexual harassment policy and subject to the procedures outlined below.

Definition of sexual harassment - unwelcome sexual advances; requests for sexual favors or other verbal or physical conduct with a sexual nature may constitute sexual harassment where (1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development; or (2) submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating or intimidating hostile or offensive working or educational environment.

The Counselor/Equity Coordinator has been appointed by the Board of Education to be the Multi-Cultural/Gender Fair equity officer or grievance officer. Students, parents of students or employees of the Starmont Community School District shall have the right to file a formal complaint alleging non-compliance with Board Policy 101, Multi-Cultural/Gender Fair Policy. The school district's grievance officer shall assume the responsibility of processing all complaints in accordance with the procedure set out

below. In the event that the grievance officer becomes a party to a complaint, the alternate grievance officer, Home School Liaison, Rachael Hach, shall assume this responsibility.

Grievance Procedures for Non-discrimination in Educational Programs and Employment

Students, parents of students, applicants for employment, and employees of Starmont Community School shall have the right to file a formal complaint alleging noncompliance with federal and state regulations requiring nondiscrimination in educational programs and employment.

Level One--Immediate Supervisor

(Informal and Optional--may be bypassed by the grievant)

Employees with a grievance based upon discrimination may first discuss it with their immediate supervisor, with the objective of resolving the matter informally. A student, a parent, or an applicant for employment with a complaint of discrimination in its educational programs, activities, or employment practices, may discuss it with the District's equity/affirmative action coordinator.

Level Two--Equity/Affirmative Action Coordinator

If the grievance is not resolved at level one and the grievants wish to pursue the grievance, they may formalize it by filing a complaint in writing on a "compliance violation form," which may be obtained from the educational equity/affirmative action coordinator. The complaint shall state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at level II must be within 15 working days from the date of the event giving rise to the grievance or from the date the grievants could reasonably become aware of such occurrence. The grievants may request a meeting concerning the complaint be held with the educational equity/affirmative action coordinator. A minor student may be accompanied at the meeting by a parent or guardian. The educational equity/affirmative action coordinator shall investigate the complaint and attempt to resolve it. A written report from the compliance officer regarding the action taken will be sent within 15 working days after the receipt of the complaint.

Level Three--Impartial Third Party Hearing

If the complaint has not been satisfactorily resolved at level three, equal employment opportunity/affirmative action coordinator, the grievant(s) may request in writing an impartial third-party hearing. The written request shall be filed with Starmont District Superintendent within 30 calendar days of the receipt of the equal employment opportunity/affirmative action coordinator's decision at level two.

The impartial hearing shall be conducted by a hearing officer to be selected by Starmont Community School District and the person(s) filing the complaint. The hearing officer shall be an administrative law judge or another third-party hearing officer that is qualified to hear complaints related to alleged non-compliance with federal and state regulations requiring non-discrimination in educational programs and employment. The impartial third-party hearing officer selected shall set the date and time of the hearing.

This procedure in no way denies the right of the grievants to file formal complaints with the Iowa Civil Rights Commission, the federal Office of Civil Rights or the Equal Employment Opportunity Commission for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination. The educational equity/affirmative action coordinator is:

**Superintendent • Starmont Community School District
3202 40th St. • Arlington, IA 50606 • Telephone: (563) 933-4598**

Keystone Area Education Agency

The area education districts were created in Iowa in 1975 to provide services that were too expensive or too specialized to be offered by local school districts. The agency services are conducted through three divisions: the special education division, educational services division, and the media services division. The AEA is headquartered in Elkader.

Special Education

The division of special education is responsible for providing a broad spectrum of services to handicapped children of

local districts within the Keystone AEA, including the service of professionals trained in the areas of audiology, psychology, speech pathology, social work, and physical therapy. In addition, instructional services are offered by consultants for mental disabilities, work experience, learning disabilities, and itinerant teachers or those who are visually or hearing impaired.

Starmont Community School District provides classes for learning-disabled students and a special class with integration for students requiring such assistance.

Educational Services

Area schools were involved in determining which special services the AEA should provide to local districts. The following services are provided to Starmont Community School District: curriculum consultants, talented and gifted consultants, in-service by AEA personnel or through contracted consultants, research and evaluation, computer service, cooperative purchasing, microfilming, and equipment repair.

Media Services

The Keystone AEA media center provides a large selection of books, multi-media items, and DVDs. Items are picked up and delivered to Starmont Community Schools on Monday and Thursday of each week during the school year. Keystone's material listings are available online at www.aea1.k12.ia.us, where you can order directly. Orders may also be placed with the AEA by calling Keystone's Bee-Line which is (1-800-632-5936).

Certification

Starmont teachers must provide official college transcripts and a current teaching certificate to the office of the superintendent prior to employment. All teachers' files must contain: 1) current teaching certificate; 2) official transcripts of college coursework; 3) appropriate endorsements and approvals from the Department of Education.

Certificate renewal is the responsibility of each individual teacher. Information and applications for renewal of teacher certificates may be obtained from Department of Education website at: www.boee.iowa.gov

Child Abuse Reporting

Any certified staff member (teacher) who has information about suspected child abuse shall make an oral report to the Iowa Department of Human Services within 24 hours after obtaining the information. A written report shall be made to the Iowa Department of Human Services within 48 hours after the oral report. If the staff member has reason to believe that immediate protection for the child is advisable, an oral report shall also be made to an appropriate law enforcement agency.

Code of Iowa: 232.69 - "A certified school employee is designated as a mandatory reporter. The obligation to report is not discretionary."

Code of Iowa: 232.75 - "Knowing and willful failure to report may result in a simple misdemeanor and civil liability for damages."

Code of Iowa: 232.73 - "Persons who make reports in good faith shall have immunity for civil or criminal liability."

The State of Iowa toll-free number for reporting child abuse - 1-800-362-2178.

Buchanan County - 319-334-6091; 1-800-642-6609

Clayton County - 319-382-2928

Delaware County - 319-927-4512

Fayette County - 319-422-5634

Written child abuse reports should be mailed to: Iowa Department of Human Services in the appropriate county. The child abuse report shall contain the following information: 1) the name and home address of the child and the child's parents or other persons believed to be responsible for the child's care; 2) the present address of the child, if not the same as that of the parents or other person responsible for his/her care; 3) the child's age; 4) the nature and extent of

the child's injuries, including any evidence of previous injuries; 5) the name, age, and condition of other children in the same home; 6) any other information believed to be helpful in establishing the cause of the injury or the person(s) responsible for the injury; 7) the name and address of the person making the report. A copy of the Iowa Child Abuse Reporting Form is included at the back of this handbook (Appendix Item A). You will also find an appendix item detailing "Indicators of Abuse". (Appendix Item B).

Dissemination of Student Records

1. Directory Information - The District or its officials or employees may disclose the following directory information without obtaining consent from the student or the student's parents or guardians.
 - a. the student's name
 - b. the student's address
 - c. the student's telephone number
 - d. the names of the student's parents or guardians
 - e. the address of the student's parents or guardians
 - f. the telephone number of the student's parents or guardians
 - g. the student's date and place of birth
 - h. the student's participation in officially recognized activities and sports
 - i. the weight and height of members of athletic teams
 - j. the dates of attendance in the District
 - k. degrees and awards received by the student
 - l. the most previous educational agency or institution attended by the student
2. Objections - However if a student or prior student who is at least 18 years of age or attending an institution of post-secondary education or if a parent or guardian of a student or prior student under 18 years of age and not attending an institution of post-secondary education notifies the building principal or superintendent in writing by the start of each school (or within ten days of enrolling in the District if a student enters after the start of the school year) that he/she does not want any of the above listed items to be considered directory information, capable of being disclosed without consent, then such information shall not be released with respect to that student without consent.

Teachers should refer to the School Board Policy Book, Series 500, Student Personnel for more information concerning use of school records.

Purchase Orders

Policy Title	Reimbursement for Purchases Related to Employment	405.2A
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Employees may, on occasion, be authorized in their capacities as employees of the district to submit purchase orders to purchase items on behalf of the district. Purchase orders must be pre-approved by the building principal and superintendent and must contain both signatures. Failure to have a pre-approved purchase order will make the purchase a personal purchase or expense for which the employee will be solely responsible. In no case shall an employee submit a purchase order to the business manager/business office prior to having the approval of the principal and superintendent.

School Closings

In case of severe weather or other emergencies school may be closed or begin late. In the event of such emergencies, the school announcement will be made over Radio Stations: KADR-AM/KCTN-FM in Elkader, and KMCH in Manchester. The announcement will also be carried by TV stations KWWL in Waterloo, KGAN in Cedar Rapids and KCRG in Cedar Rapids. If school is dismissed early due to weather-related problems, all activities, athletic practices, and evening events will also be canceled.

Family Night: Sunday/Wednesday

In our district, we will do our best to not schedule school-sponsored activities on Sunday or after 6:00 p.m. on Wednesday evenings. If extraordinary circumstances prevail, Sunday activities should be approved by the building principal or superintendent in advance.

Transportation

To secure a vehicle and driver for your transportation needs please follow these procedures:

- 1) Fill out online transportation request form.
- 2) Transportation Director will email back information needed.
- 3) Transportation requests must be turned in five school days prior to the planned activity.

Whenever any trip is taken with students on a bus, a list of students riding the bus must be provided to the driver of the bus as students are boarding. This list should accurately reflect the students riding on that particular bus. If more than one bus is being used, teachers must designate students to ride on a specific bus so that lists are accurate. Person requesting transportation is responsible for discipline/behavior of students on any school-sponsored trip. There must be a teacher/sponsor/coach in each vehicle on a school activity bus trip.

Any out-of-state trip involving students requires specific approval from the Board of Education. For any trips of this nature the Superintendent should have all pertinent information to share with the Board at least two months prior to the scheduled activity.

Bus Discipline Procedure

Policy Title Student Conduct on School Transportation

Code No. 502.4

Students utilizing school transportation shall conduct themselves in an orderly manner fitting to their age level and maturity with mutual respect and consideration for the rights of the bus driver and the passengers. Students who fail to behave in an orderly manner will be subject to disciplinary measures.

The school vehicle driver shall have the authority to maintain order on the school vehicle. It shall be the responsibility of the driver to report misconduct to the building administrator. Once an infraction occurs, the following bus discipline procedure shall be used to maintain an orderly atmosphere on the school vehicle:

In the event a general education student's conduct is inappropriate while being transported to and from school, the following actions could result:

- Step 1) A student/driver conference will be held centering around the student's behavior, the rule that was violated, and the expectations for the future. The parents of the student will be contacted by the driver. A written report will be filed with the building principal of the student and a copy forwarded to the parents along with a copy of the bus policy.
- Step 2) A student/driver/principal conference will be held concerning the incident. A written report will be filled out by the driver and principal. The building principal will contact the parents of the student and an accompanying letter will be sent to the parents along with a copy of the bus policy. The student will be suspended from bus privileges from one to five days.
- Step 3) A student/driver/principal conference will be held concerning the incident. A written report will be filled out by the driver and principal. The building principal will contact the parents of the student and an accompanying letter will be sent to the parents along with a copy of the bus policy. The student will be suspended from bus privileges from five to ten days. A parent/student/driver/principal conference will be held prior to the return of the student to bus privileges.
- Step 4) A student/driver/principal conference will be held concerning the incident. A written report will be filled out by the driver and principal. The building principal will contact the parents of the student and an accompanying letter will be sent to the parents. At this time the bus policy and the due process hearing procedure will be presented to the parent/guardian. The student will be suspended from bus privileges pending the result of a hearing by the Starmont Board of Education.

In the event a special education student's conduct is inappropriate while being transported to and from school, the following actions could result:

- Step 1) A student/driver conference will be held centering around the student's behavior, the rule that was violated, and the expectations for the future. The parents of the student will be contacted by the driver. A written report will be filed with the building principal of the student and a copy forwarded to the parents along with a copy of the bus policy.
- Step 2, 3, & 4) A student/driver/principal conference will be held concerning the incident. In addition, the student's IEP Team will meet to determine appropriate educational options and transportation for the student. A written report will be filled out by the driver and principal. The building principal will contact the parents of the student and an accompanying letter will be sent to the parents along with a copy of the bus policy.

Newsletter/Monthly Calendar

A newsletter will be published on the website and sent to homes in the district that have requested it, the last week of each month. Included with the newsletter will be a menu and a calendar of events for the next month. The monthly calendar will include athletic and musical events, class and club meetings, elementary and middle school parent meetings, etc. To ensure that all information is received in time for publication, please have information to the superintendent's secretary by the second Friday of each month. Your cooperation in our efforts to keep parents informed will be very much appreciated.

Starmont Website

The Starmont website (www.starmont.k12.ia.us) is managed by Robbie McIntyre. If you would like to have information added to the website, or would like to create your own webpage, feel free to contact him to discuss possibilities.

School Health

School Nurse: Starmont has a school nurse with an office next to the elementary office. With your assistance she assists with health protection and promotion for staff and students. The district requires that a data sheet be maintained for all employees in the event of a medical emergency. It is the employee's responsibility to see that it is updated when necessary.

Medication Administration: It is the policy of this district that if medications are to be administered at school, the following will be in place.

1. Written instructions and consent from the parent/guardian.
2. Original container properly labeled.
3. Prescription medications require a doctor's order. (Current prescription containers are acceptable.)
4. Administered by the school nurse or trained staff under her supervision.
5. Medications will be stored in a safe, locked area. (Refrigeration is available.)

This includes medications that are given on a daily basis for short or extended periods as well as medications that are given just on an "as needed" basis. These may be kept at school or returned home daily.

Staff Injuries: If any employee sustains an injury while on school grounds during a job-related activity, the employee should either report to their supervisor if the injury is non-urgent, where the employee and supervisor will call the OnCall Nurse together, or the employee should go straight to one of the hospitals covered under the school's workers' compensation insurance policy if the injury warrants immediate medical attention.

Student Injuries and Illnesses

When a student becomes ill or is injured at school, the student's parents/guardians shall be notified as soon as possible. The school district, while not responsible for medical treatment of an ill or injured student, will have authorized school personnel administer emergency or minor first aid, if possible. An ill or injured child will be turned over to the care of the parents or qualified medical personnel as quickly as possible. The financial responsibility for the child's emergency care and/or transportation is the parents. Parents shall be required to complete an emergency medical card annually.

Accident reports will be completed and returned to the office of the respective principal by the employee witnessing any event involving injury to a student. The superintendent will receive a copy of any incident involving need for doctor's care or hospitalization. Reports will be signed by the "reporter," the principal, and the school nurse who will report them to the insurance carrier and then file them in the student's cumulative folder.

Communicable Disease Prevention and Control

It is the policy of the district to provide a school environment that does not create substantial risk of transmission of communicable disease. In order to reach this goal the district shall follow these guidelines:

1. Any student with a communicable disease must be reported to the principal of his/her center and the school nurse.
2. Any student or staff with an illness determined to be injurious to the health of others may be excluded.
3. The superintendent may require medical evidence that a person may attend school.
4. A person determined not to be injurious to the health of others may attend school if physically able to perform

individual assigned tasks.

There are several practical applications to this policy that are routine procedures for Starmont students. Students with all of the following concerns should be reported to the nurse.

Screening

Vision screening, height and weight, and blood pressures will be done at regular intervals depending on the situation. Hearing screening will be done annually on all students K-7 and all 8-12 special education students by Keystone. They also will do hearing testing on any student when requested because of special concerns. Scoliosis screening will be done annually on all Middle School students.

Universal Precautions and Infection Control

Universal precautions is a method of infection control in which all human blood and certain human body fluids are treated as if they are known to be infectious for bloodborne pathogens such as Human Immunodeficiency Virus (HIV) or Hepatitis B Virus (HBV). The use of universal precautions needs to become routine for all Starmont students and staff. Universal precautions include:

1. Preventing Contact - We should avoid coming into contact with anyone else's blood whenever possible. We also should avoid sharing personal items that could have blood on them, such as toothbrushes, razors and pierced earrings.
2. Creating Barriers - When it is impossible to avoid contact with blood, we should place a barrier between ourselves and the blood. This would include wearing latex gloves when you have to clean up spills of blood or when you care for a cut with blood, a dressing with blood or a bloody nose. If gloves are not available, you can use other items such as a rolled-up cloth or towel, paper towels, a piece of clothing, plastic wrap, etc. to apply pressure to a cut or bloody nose. If possible let the person with the blood apply pressure themselves. This procedure needs to be followed to protect yourself from exposure to anyone else's blood, not just the blood of a person who is known to be infected with HIV or HBV.
3. Killing Germs - The most effective way to kill germs is by handwashing. It is the simplest and best infection control guideline. Hands should be washed vigorously using soap and warm water. They should be washed for at least 15 seconds and rinsed under running water. This should be done after removing gloves, after handling any body fluids, after using the bathroom, and before handling any food or medicine. We also need to kill germs on areas where blood or body fluids have been spilled by soaking up the blood with paper towels, washing the area with soap and water and rinsing it with a solution of one part bleach to ten parts water or other disinfectant.

We should role model good infection control practices for our students and should educate them about good hand washing procedures and about the necessity to refrain from touching other people's blood because it might contain germs.

There are many other basic guidelines to follow to help prevent the spread of infections. Some of these include:

1. Clean up spills of food and drink immediately.
2. Use paper towels and discard immediately.
3. Don't touch door knobs after washing before meals.
4. Use liquid soap.
5. Help keep bathrooms clean.
6. Make sure that all plants are nonpoisonous and that their pots are free of mold.
7. Keep trash in trash containers.
8. Change clothes that have been contaminated with blood or body fluids. These should be kept in a plastic bag until they can be laundered.
9. Sharp objects should be discarded in puncture-resistant containers.
10. Try to avoid use of glass containers. If necessary and broken, ask for a custodian for cleanup.
11. Keep open wounds covered

Using good basic infection control practices in addition to universal precautions will help keep everyone safe and healthy.

Supervision Of Students

STUDENTS SHOULD NOT BE IN A CLASSROOM WITHOUT A TEACHER. Avoid leaving children unsupervised! If you must leave your room temporarily, another adult must be present to supervise until your return.

Teachers will not be called from a class to take phone calls unless it is an emergency situation. Please advise persons who need to contact you of your preparation periods so that you may be reached during those times.

Teachers should also be aware that television and audio-visual carts can be dangerous to students. The United States Consumer Products Safety Commission (CPSC) and the International Communications Industries Association again warn the nation's school teachers not to allow children to move or play near TV or audio-visual carts because they can tip over and kill or seriously injure children.

Salesmen

All salesmen and company representatives are expected to check in the principal's office prior to seeing Starmont staff members. This is for the purpose of controlling visitors and salesmen, as well as for the protection of students. Class time will not be spent conversing with sales representatives.

Smoking Prohibition/Use Of Tobacco

*Starmont is a tobacco-free facility. Tobacco or **look-a-likes** of any kind is prohibited on the grounds.*

Right-To-Know Information

All Starmont employees will be presented Right-to-Know information as part of before-school activities. Any employee using a known hazardous chemical or material will require appropriate instruction on the use of the substance. Appropriate protective apparatus will be offered to each employee using a known hazardous material.

Information on all known hazardous materials used in the Starmont Schools will be kept in the nurse's and principal's office of each building. Material and safety data sheets (MSDS Sheets) will be available on each substance. Further information or questions on Right-to-Know information should be directed to your building principal and the maintenance supervisor. **(Right-to-Know Information - Appendix Item C).**

Asbestos Notification

Notification to Parents, Teachers, and Employees

Asbestos has been an issue of concern for many years. The Asbestos Hazard Emergency Response Act of 1986 (AHERA) was designed to determine the extent of asbestos concerns in the schools and to act as a guide in formulating asbestos management policies for the schools.

Asbestos has been used as a building material for many years. It is a naturally occurring mineral that is mined primarily in Canada, South Africa, and the U.S.S.R. The properties of asbestos make it an ideal material for insulating, sound absorption, decorative plasters, fireproofing, and a variety of miscellaneous uses. There have been over 3000 different products manufactured using asbestos. The Environmental Protection Agency (EPA) began action to limit its uses in 1973. Most of the asbestos products used as building materials were banned by 1978.

Starmont facilities have been inspected by a certified asbestos inspector as required by AHERA. The inspector located, sampled, and determined the condition and hazard potential of all material in our buildings suspected of containing asbestos. The inspection and laboratory analysis records form the basis of the asbestos management plan.

A certified Management Planner has developed an asbestos management plan for our buildings which includes: notification letters, training for our employees, a set of procedures designed to minimize the disturbance of asbestos-containing materials, and plans for regular surveillance of the materials. Also for removal or enclosing such, whichever is deemed necessary.

A copy of the management plan is available for your inspection in all centers. Please make an appointment during office hours if you wish to review the plan.

We are complying with AHERA and related Federal and Iowa laws and we began implementation of our plan January 1, 1989. We plan on taking whatever steps are necessary to ensure that Starmont students and employees have a healthy and safe environment in which to learn and work.

Re-inspection of all Starmont facilities is conducted every six months and response actions taken if need be. No response actions have been necessary since July, 1989.

Further information is available in the management plan book in the three offices.

Section 504 of the Rehabilitation Act of 1973

Section 504 is an Act which prohibits discrimination against persons with a disability in any program with Federal financial assistance. The Act defines a person with a disability as anyone who...

1. has a physical or mental impairment which substantially limits one or more major life activities including activities such as caring for one's self, performing manual tasks, seeing, hearing, speaking, breathing, learning, and working;
2. has a record of such an impairment; or
3. is regarded as having such an impairment (34 Code of Federal Regulations Part 104.3)

In order to fulfill its obligations under Section 504, the Starmont School District recognizes a responsibility to avoid discrimination in policies and practices regarding its personnel and learners. No discrimination against any person with a disability will knowingly be permitted in any of the programs and practices in the school system.

The school district has specific responsibilities under the Act, which include the responsibility to identify, evaluate, and if the child is determined to be eligible under Section 504, provide access to appropriate education services.

If the parent or guardian disagrees with the determination made by the professional staff of the school district, he/she has a right to a hearing with an impartial hearing officer.

The Family Educational Rights and Privacy Act (FERPA) also specifies rights related to educational records. The Act gives the parent or guardian the right to: 1) inspect and review his/her child's educational records; 2) make copies of these records; 3) receive a list of all individuals having access to those records; 4) ask for an explanation of any item in the records; 5) ask for an amendment to any report on the grounds that it is inaccurate, misleading, or violates the child's rights; and 6) a hearing on the issue if the school refuses to make the amendment.

If you believe such discrimination has occurred and want to receive more information about the grievance procedure, please contact the Starmont's 504 Coordinator at 3202 40th Street, Arlington, Iowa 50606, or call (563) 933-4598.

Teacher Absence

The short-term absence of a teacher is usually addressed by hiring a substitute teacher. In addition to your regular plans, it is helpful if more specific instructions can be left or called in for the substitute.

When sick, please call the High School Secretary so a substitute can be arranged. Please be prompt in filling out the "Absence Report" sheet following an illness.

When requesting emergency leave in the instance of critical illness or injury to a member of the immediate family, the teacher needs to have prior permission from the building principal and superintendent. Permission must be obtained AHEAD OF TIME if a teacher expects emergency leave payment.

When requesting personal leaves teachers should attempt to request the leave at least one week prior to the anticipated absence. Whenever requesting any leave, please fill out the "Absence Report" sheet available in the office. The "Absence Report" form should be returned to the building secretary who, in turn, will forward it to the principal for approval. Upon approval, you will be notified as to who your substitute will be during your absence. Please be prompt in filling out the "Absence Report" sheet following an illness.

All teachers are required to have a substitute folder available. The substitute folder must include a master time schedule, seating arrangements, lists of students, behavioral rules, and any special duties or situations relevant to the day you will be absent. A manila folder obtained from the office and marked "SUBSTITUTE FOLDER" in large print

will be suitable.

Teacher Work Day

The Starmont teachers' work day is 8:00 a.m. until 3:45 p.m. Teachers may leave immediately after students vacate the buildings on Fridays and days preceding holiday vacations.

Lesson Plans

All teachers or teaching teams are expected to prepare lesson plans for every day and every class she/he teaches. It is realized that lesson plans will not always be followed to the letter. However, a planned lesson is consistently better than one devised on the spur of the moment. Also, lesson plans provide a measure of direction to a substitute teacher in the event of a regular teacher's absence. Lesson plans should contain answers to three important questions: 1) What do I want the students to learn today? 2) What methods and/or materials am I going to utilize to communicate the information to the students? and 3) How will I know that the students learned what I wanted to teach them today?

Clerical Days

Clerical days provide time for teacher planning, recording, and other clerical tasks related to complete classroom tasks.

Keys

Teachers are not to loan out keys to Starmont School buildings. If a key is lost or broken, report it immediately to the building principal. In no case should any staff member or student have a key to an area without the permission and knowledge of the building principal.

Teacher Checkout

Teachers are required to complete certain tasks at the end of each school year. In order to facilitate summer work and to plan for school in the fall, checkout tasks must be completed to the satisfaction of the building principal. A copy of your building's teacher check-out sheet is available in your principal's office.

Inventory

Each classroom is required to have a complete and up-to-date inventory on file in the Starmont business office, principal's office and teacher's files. When new equipment, furniture, and non-consumable supplies are received they should be recorded on inventory sheets. Serial and model numbers should be included whenever possible.

Ticket Seller Information

Starmont athletes appreciate Starmont employees' willingness to help at maintaining athletic programs through their assistance in taking tickets at events. A list of ticket-taking assignments will be distributed by the business manager at the beginning of the school year. The following information should prove helpful to ticket sellers:

- 1) Set up - We ask that all workers report 45 minutes before the activity to pick up the money box and set up for ticket sales. The first name in the assignment sheet column is the person designated to pick up the money box and tickets from the high school office. If needed, please arrange for your own substitutes and notify the athletic director of the change.
- 2) Passes. The following passes are honored at Starmont activities:
Starmont Board Members, Tri-Rivers Conference passes, Senior Citizen and Starmont Activity Passes. Starmont employees who volunteer to work at events are listed in gate boxes when they are to be allowed free admission. All other people are charged admission and no one should be admitted without showing the proper pass.
- 3) Football – Two people have been assigned to take tickets at Starmont football games. Two people will sell tickets from 4:30 – 6:30 and two people will sell from 6:30 – 8:30 (or half-time of the varsity game).
- 4) Basketball – One person has been assigned to take tickets at Starmont basketball games.

Intercom Use

Intercoms in the three Starmont School buildings will not be used to disrupt student academic time for students. Instructional time throughout the school day will not be interrupted by intercom use.

Procedure for Overtime Pay For Part-Time Teachers

When an instructor is employed part-time by the Starmont Community School District, she/he is occasionally asked to work hours in addition to her/his part-time contract. Examples of such instances would be parent-teacher conferences or late start in-services. When a part-time teacher participates in such overtime work, it will be necessary for her/him to obtain a copy of the Substitute Services Report and process it appropriately to ensure reimbursement.

The part-time instructor should complete the "Substitute Services" report indicating the date overtime was worked and the overtime hours involved. The "Substitute Services" report must be signed by the part-time instructor and the building administrator. The form will then be forwarded to the Starmont Business Manager who will have the additional hours approved or disapproved by the Superintendent of Schools.

Curriculum

The curriculum at Starmont Community Schools is organized into standards, benchmarks and critical objectives. Starmont teachers and administrators revisit the curriculum according to a six-year cycle. Copies of this cycle can be obtained in any administrator's office. Each teacher is a member of at least one curricular group. The groups meet, as needed, to review texts for adoption and purchase; to review standards, benchmarks, and critical objectives; and to look at student achievement data, work on action plans and develop goals.

Kitchen Use Policies

In an effort to communicate expectations for those utilizing Starmont District kitchen and kitchen facilities, the Board of Directors adopted the following Kitchen Use and Kitchen Supply Ordering Policies.

Kitchen Use Policy

User must get a rental agreement from the building office. A copy of the rental agreement will be forwarded to the appropriate kitchen supervisor.

User must bring all food supplies, towels and cleaning supplies.(This could be changed. They use ours, but then wash them and bring back.)

The kitchen supervisor can order milk. User will be billed for milk. It is important to order only what will be needed. Milk must be kept in the cooler and not kept at room temperature.

In an emergency, kitchen supplies may be used. User will be billed for all used kitchen supplies. The user must leave a list of these items.

User may use roasters and kitchen utensils. The roasters and utensils must be properly cleaned and returned to their proper location.

User will be required to have a kitchen employee present if they wish to use the ovens or stove. It also will be necessary to hire a kitchen employee present if the dishwasher, slicer or large mixers are to be used. The kitchen employee will be paid at time and a half. User will contact the necessary school employee or kitchen staff member. Payment of the kitchen staff member will be made by the school district with reimbursement from the user.

The kitchen staff member is responsible for securing the kitchen. This includes turning out the lights, checking cooler and freezer doors, and locking the curtain and kitchen doors.

Kitchen Supply Ordering Policy

The form "Request for Food Service Assistance" should be filled out and submitted to the Food Service Director at least 1 week prior to an event. Cost of request will be calculated and the form copied to the individual making the request and the kitchen that will prepare the items. Once the order is completed it will be sent to the business office for billing. The bill will be given to the person who requested the food.

Use of Surveillance Cameras

The Starmont Community School District Board of Directors has authorized the use of video cameras on school district premises and school district transportation. The video cameras will be used to maintain order on school premises and school transportation and to promote and maintain a safe environment. Employees are hereby notified that the content of the video recordings may be used in an employee disciplinary investigation and/or proceeding. The content of the video recordings may be confidential employee records and may be retained with other employment records. Video recordings may be retained if necessary for use in an employee disciplinary investigation and/or proceeding or other matter as deemed necessary by the administration. Employees may request to view video recordings involving them if the video recordings are used in an employee disciplinary investigation and/or proceeding involving them.

Transportation of Students by Employees

Generally, transportation of students is in a motor vehicle owned by the school district and driven by the employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle. Employees who transport students for school purposes must have the permission of the superintendent.

Community Use of Facilities Application

Employees should direct all requests for the use of school facilities to the building principals or superintendent. The Starmont Board of Directors may act on granting use of school facilities to community members under certain conditions outlined in board policy. The Community Use of Facilities application is not required of school employees. However, school employees are expected to contact the administration for reserving school facilities for events that are not approved on the district's activity calendar.

Volunteer Coach/Sponsor Agreement

The Board of Directors shall approve or deny volunteers for curricular and extracurricular programs. Volunteer Coach/Sponsor Agreement forms are available from the building principals or superintendent. The Agreement outlines specific responsibilities and conditions to be a volunteer working with students, athletes, and staff. The Agreement does not apply to one-time or short-duration volunteers such as guest speakers, field trip chaperones, occasional mentors and classroom readers. The ongoing volunteer with consistent or routine exposure to students must be approved by the school board and is subject to criminal background checks and certifications depending on the nature of the volunteer work provided. The building principal must vet all volunteers in advance, prior to seeking board approval or serving as a short-term volunteer.

Drone or Unmanned Aerial Vehicles (UAVs)

The district prohibits the use of drones or UAVs on school grounds. The building principals or superintendent may make exceptions. The purpose of this rule is to protect students, staff, and spectators, and limit distractions during school functions and events. The FAA and athletic organizations have specific rules pertaining to UAVs.

****Starmont no longer has a Flex Plan****

MASTER CONTRACT

BETWEEN THE
STARMONT EDUCATION ASSOCIATION
AND THE STARMONT COMMUNITY SCHOOL DISTRICT
2023-2024

ARTICLE I PAYROLL PROCEDURES

All salaries will be paid on a twelve (12) month basis with the first (1st) payment to be made on September 20th and the remaining payments to be made on or about the twentieth (20th) of each succeeding month.

ARTICLE II DURATION

This Agreement shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2024.

ARTICLE III SIGNATURE CLAUSE

In witness whereof, the parties have caused this Agreement to be signed by their respective presidents on the 26th day of April, 2017.

SCHEDULE B SALARY SCHEDULE BASE WAGES FOR 2023-2024:

BA	BA+10	BA+20	BA+30	MA	MA+10
\$34,500	\$35,535	\$36,570	\$37,605	\$39,330	\$41,055

SCHEDULE C SUPPLEMENTAL SCHEDULE BASE WAGES FOR 2023-2024

Percentage of Base of \$ \$34,500

	1-2	3-4	5-6	7-8
High School Head Football	13%	14%	15%	16%
High School Head Boys Basketball	13%	14%	15%	16%
High School Head Girls Basketball	13%	14%	15%	16%
High School Head Wrestling	13%	14%	15%	16%
High School Assistant Football	7%	8%	9%	10%
High School Assistant Boys Basketball	9%	10%	11%	12%
High School Assistant Girls Basketball	9%	10%	11%	12%
High School Assistant Wrestling	9%	10%	11%	12%
High School Head Boys Track	9%	10%	11%	12%
High School Head Girls Track	9%	10%	11%	12%
High School Head Summer Baseball	9%	10%	11%	12%
High School Head Summer Softball	9%	10%	11%	12%
High School Head Cross Country	9%	10%	11%	12%
High School Weightroom Supervisor	16%	16%	16%	16%
High School Boys Golf	5%	6%	7%	8%
High School Girls Golf	5%	6%	7%	8%
High School Head Volleyball	13%	14%	15%	16%
High School Assistant Boys Track	5%	6%	6.5%	7.5%
High School Assistant Girls Track	5%	6%	6.5%	7.5%
High School Assistant Cross Country	5%	6%	6.5%	7.5%
High School Assistant Volleyball	9%	10%	11%	12%
High School Assistant Summer Baseball	5%	6%	6.5%	7.5%
High School Assistant Summer Softball	5%	6%	6.5%	7.5%
Athletic Director (Middle and Sr. High)	19%	20%	21%	22%
Middle School Head Football	6.5%	7%	7.5%	8%
Middle School Head Boys Basketball	6.5%	7%	7.5%	8%
Middle School Head Girls Basketball	6.5%	7%	7.5%	8%
Middle School Head Baseball	6.5%	7%	7.5%	8%

Middle School Head Softball	6.5%	7%	7.5%	8%
Middle School Head Track	6.5%	7%	7.5%	8%
Middle School Head Wrestling	6.5%	7%	7.5%	8%
Middle School Head Volleyball	6.5%	7%	7.5%	8%
Middle School Assistant Football	4.25%	4.5%	4.75%	5%
Middle School Assistant Boys Basketball	4.25%	4.5%	4.75%	5%
Middle School Assistant Girls Basketball	4.25%	4.5%	4.75%	4.875%
Middle School Assistant Track	4.25%	4.5%	4.75%	5%
Middle School Assistant Wrestling	4.25%	4.5%	4.75%	5%
Middle School Assistant Volleyball	4.25%	4.5%	4.75%	5%
Elementary Band (5/6)	1.50%	1.75%	2%	2.25%
Junior High Band (7/8)	1.50%	1.75%	2%	2.25%
Senior High Instrumental	7.50%	8%	8.5%	9%
Elementary Vocal Music (K-6)	3%	3.5%	4%	4.5%
Middle School Vocal Music (7-8)	3%	3.5%	4%	4.5%
Senior High Vocal Music	7.50%	8%	8.5%	9%
Head Speech	9.50%	10.5%	11.5%	12.5%
Speech	8%	9%	10%	11.5%
FFA	5%	6%	7%	7%
FBLA	1.50%			
DECA	4%			
Yearbook	6%			
Middle School Yearbook	1%			
Cheerleaders Sponsor	2%			
Banquet-Prom	2.50%			
National Honor Society	1%			
HS Student Council	4%			
Fall Play	4%			
Assistant Fall Play/HS Musical Director	3%			
Middle School Musical/Play	3%			
Middle School Musical/Play Assistant	2%			
High School Musical Lead Director	4.50%			
High School Drama Set Design	3%			
Middle School Student Council	1.50%			
Web Master	\$2,600.00 per year			
Computer Coordinator	\$1,000.00 per year			
Bus Chaperoning	\$10.00 per trip			
Official Scorer, Timer, and Announcer	\$25.00 per event.			
Summer Band	\$1,000.00 per year			

STARMONT EDUCATION ASSOCIATION

STARMONT BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

ARTICLE 1 PREAMBLE

The Board of Directors of the Starmont Community School District hereinafter referred to as the "Board" and the Starmont Education Association, hereinafter referred to as the "Association" recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the District, the parents of the students, and the community at large.

Furthermore, all conditions of employment previously agreed to but not included in this document will remain in effect until such time as changed by official Board action. This does not incorporate by reference into this contract any part of this Agreement.

Whereas, the parties have reached certain understandings, which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE 2 RECOGNITION

A. Unit

The Board hereby recognizes the Starmont Education Association, an affiliate of the Iowa State Education Association and National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 149) issued by the PERB on the 1st day of June 1975.

The Unit described in the above certification is as follows:

INCLUDED: All full and part-time professional teachers employed by the Starmont Community School District including athletic directors, guidance counselors, librarians, school nurses, and all instructional personnel who have been assigned or have agreed to extra-curricular activities.

EXCLUDED: Superintendents, principals, all service personnel, all nonprofessional education employees, and all other employees excluded by Section 4 of the Act.

B. Definitions

1. The term "Board" as used in this Agreement, shall mean the Board of Education of the Starmont Community School District or its duly authorized representatives.
2. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement, shall mean the Starmont Education Association or its duly authorized representative or agents.

ARTICLE 3 IMPASSE PROCEDURES

A. Mediation

If by one hundred twenty (120) days prior to the certified budget submission date, the parties have not reached agreement upon any item subject to negotiation, or a deadlock is clearly evident earlier than that time, either party may declare an impasse. The Public Employment Relations Board (PERB) shall be notified of the impasse one hundred twenty (120) days prior to the certified budget submission date by a letter which shall include a copy of the negotiated impasse procedure. The parties shall continue to negotiate until ninety (90) days prior to the budget submission date. Ninety (90) days prior to the budget submission date the Public Employment Relations Board (PERB) shall be notified of the continuing impasse and the Public Employment Relations Board (PERB) shall appoint a mediator.

The mediator shall meet with both of the parties to resolve their differences and effectuate a settlement of the dispute.

B. Arbitration

If the mediator is unable to effect an agreement between the parties by forty-five (45) days prior to the certified budget submission date, the parties may continue to negotiate or either party may call for arbitration, which shall be binding.

The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within four (4) days after the call for binding arbitration, either party may request a list of five (5) arbitrators from the Public Employment Relations Board. The parties shall determine by lot which party shall have the right to remove the first two (2) names from the list. The party having the right to remove the first two (2) names shall do so within two (2) days, and the other party shall have one (1) additional day to remove two (2) of the three (3) remaining names. The person whose name remains shall be the arbitrator.

The Starmont Board of Education and the Starmont Education Association shall submit to the arbitrator within four (4) days of notification by the arbitrator, a final offer on each specific impasse item including a statement of defense of each portion. Each party shall also submit a copy of a draft of the agreements previously made. The

parties may continue to negotiate all offers until an agreement is reached or a decision is rendered by the arbitrator.

The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.

The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision or settlement.

The arbitrator shall consider, in addition to other relevant factors, the following:

1. Past agreements between the parties including the negotiations that led up to such agreements;
2. Comparison of wages, hours and conditions of employment of the involved employees with those other employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved;
3. The interests and welfare of the public, and the ability of the employer to finance economic adjustments;
4. The arbitrator need not pick an entire "Final Offer", or total subject category as presented by either party but may use his/her own discretion in using all, or none, or any part of either party's "Final Offer". An impasse item shall be defined to mean a "subject category". An impasse item shall not refer to "any word, clause, phrase, sentence or paragraph upon which the parties are in disagreement." (This defines the phrase "impasse item" as used in Section 20.22(3) and 20.22(11) of the Public Employment Relations Act, as interpreted by the Iowa Supreme Court - West Des Moines Education Association vs. PERB and IASB.) 226 NW2nd 118.

Within fifteen (15) days after the first meeting, the arbitrator shall give his/her decision. The arbitrator shall give written explanation for the selection of offers and inform the parties of the decision.

The decision selected by the arbitrator and the items previously agreed upon by the Board and the Association shall be deemed to represent the Agreement between the parties.

C. Costs

All costs for mediation and arbitration shall be borne equally by the Board and the Association, except the cost of any representatives of each party shall be borne by that party.

ARTICLE 4 GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint. Anyone who shall be a party in interest shall be bound by any and all decisions rendered herein.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem,

which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Waiver

When mutually agreed between the Chairperson of the Association Grievance Committee, or his/her designated representative, and the Superintendent, the First and Second Steps of the Grievance Procedure may be waived in a specific situation. When this happens such grievance will be automatically appealed to the Third Step.

All grievances must be presented within fifteen (15) working days of the date of occurrence of the event giving rise to the grievance, or from the time from such event might reasonably be ascertained to have occurred.

It is understood any informal adjustment of a complaint concluded between an employee and his/her principal shall not establish a precedent in any comparable situation and shall not be inconsistent with any provision of this Agreement.

The Association shall have the right to challenge any adjustment of an employee's complaint through levels 1, 2 and 3 as set out herein below if such adjustment, in the opinion of the Association is in violation of some specific provisions of the Agreement.

1) Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his principal, with the objective of resolving the matter informally.

2) Level Two - Principal (Formal)

If as a result of the informal discussion with the principal at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance in form shall be delivered to the appropriate principal. If the grievance involved more than one school building, it may also be filed with the Superintendent.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association and to the Superintendent.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to level three.

3) Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

4) Level Four - Arbitration

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

- a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- b. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within twenty (20) school days.
- c. Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first two (2) names from the list. The party having the right to remove the first two (2) names shall do so within two (2) school days and the other party shall have one (1) additional school day to remove two (2) of the three (3) remaining names. The person whose name remains shall be the arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option at levels 2 through 4, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at levels 2 through 4 as a party of interest and shall have the right to grieve any adjustments of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement or any law, policy or practice governing or affecting the employees.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Released Time

When in the opinion of the Superintendent it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the workday said aggrieved person and representative shall be released without loss of compensation.

4. Group Grievance

If, in the judgment of the Association, the grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level three. The Association may process such a grievance through all levels of the grievance procedure.

5. Written Decisions

Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered

at levels two through three of the grievances procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level four shall be in accordance with the procedures set forth in the section on Arbitration.

6. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

7. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

8. Association Rights

The Association shall have the right to grieve any adjustment of any employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under Code of Iowa or other applicable laws and regulations.

B. Fair Dismissal

No employee shall be dismissed without due process under Iowa State Law.

C. Additional Provisions

Each employee will be provided with a copy of the student discipline policy and procedures of the Starmont Community School District.

ARTICLE 6 ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make reasonable use of school buildings and facilities at all reasonable hours for meetings and any equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and personnel services incidental to such use. As appropriate given school district policy such meetings will be scheduled with the District office or local school.

B. Communications

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.

C. Bulletin Boards

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.

D. Information

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

EMPLOYEE HOURS & LOAD

A. Preparation Time

All teachers shall in addition to their lunch period and scheduled recesses, be provided weekly preparation time of at least two hundred (200) minutes during which time they shall not be assigned to any other duties. The administration in scheduling preparation time at the Middle and Senior High School levels shall make a good faith effort to grant at least forty (40) consecutive minutes at any one (1) time.

Preparation time will be granted to the teachers at such times as the principal, in his/her complete discretion shall determine, and such time shall not be granted during student contact time. It is the responsibility of the teacher to preserve his/her preparation time as blocked out on their schedule in cooperation with their principal.

B. Compensation for Extra Responsibilities

The practice of using a regular employee as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, an employee may be assigned to serve as a substitute.

C. Duty Free Lunch

Employees shall be guaranteed a minimum of twenty (20) minutes duty-free lunch.

D. Work Day

The work day shall consist of seven and three-quarter (7.75) consecutive hours, normally scheduled between 8:00 a.m. and 3:45 p.m. Commencement and termination of 7.75 hours may vary by principal. On Fridays, or the last day of school during a week, the work day shall be reduced by fifteen minutes. The normal work day shall not include extra-curricular work. In the event of inclement weather and the student day is delayed or shortened, the contracted day will be adjusted by the same amount of time.

E. Variance of School Day

The employee may have earlier or later arrival and departure times and may be permitted to leave the building during the normal work day for personal reasons on an individual basis when approved by the building principal. The former notwithstanding employee may leave the building during his/her lunch period.

F. Parent-Teacher Conferences

Teachers shall attend and participate in parent-teacher conferences one day each semester. Conferences will be held on two different afternoons in the chosen week. The times for the first chosen afternoon will be 3:45 – 7:45 pm and the second afternoon will be 3:45 – 7:30 pm. The Friday of the chosen week will be a compensation day.

ARTICLE 8 NON TEACHING DAYS

The Board has set the in-school contract year for employees and as such shall not exceed **190 days for the contract year 2023-2024. The number of non-teaching days for the 2023-2024 year will be 11.5.**

A. Definition

All days not categorized as student contact days (teaching days) shall be:

- One-half (1/2) day for in-service and one-half (1/2) day for orientation before the first student contact day.
- One (1) day of classroom preparation prior to opening of fall term.
- One half (1/2) clerical day at the end of each quarter.
- Two and one half (2 1/2) in-service days.
- Five (5) holidays: Labor Day, Thanksgiving, Christmas, New Year's Day & Good Friday.

This is for a total of 11½ days.

- B. In-service** shall be defined as a program or service of systematic activities planned by the in-service committee of the Starmont School District and designed to increase skills needed by professional personnel in the

performance of their assigned duties and to facilitate the continued professional growth of aforementioned personnel.

ARTICLE 9 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In-Service Education as a Part of Work Year

1. The Teacher Quality Committee shall consist of seven (7) members with three (3) administrators to be appointed by the Board, and three (3) teachers to be appointed by the Association. The membership of the Committee should provide a good cross-section of grade level and building representation and shall select their own chairperson.

a) Beginning 2018-2019 school year, this committee shall review and make any necessary changes to maintain the Teacher Evaluation Handbook.

- This shall include Peer Review
- This shall include Collaboration Time
- This shall include professional development planning

2. Responsibilities

All In-Service Education Committee members shall be responsible for planning and evaluating the content and format of any employee orientations or in-service training conducted during the regular work day and the in-school work year as agreed upon and set forth in the school calendar.

B. Curriculum Writing

1. A teacher may apply to the Superintendent or his/her designee for an extended summer contract for curriculum writing and upon approval the contract will be issued. K-12 articulation and additional curriculum writing over and above the curriculum writing days within the school year shall be part of a summer contract with pay at the rate of twenty-five dollars (\$25.00) per hour. It shall be within the absolute discretion of the Board to hire or not hire teachers for such curriculum writing under this section.

2. Course guides and/or other curriculum materials that have been written and/or compiled by a teacher shall not be made accessible for sale, trade or extended publication without the written approval of the teacher-maker. Starmont Schools retains the right to use all curriculum materials within the system.

C. Collaboration Time

Teacher Quality Committee will define and outline Collaboration Time.

D. Approving Professional Development Funds

Teacher Quality Committee will approve professional development funds. Funds can be used for renewal but cannot be used for advancement in lane change.

ARTICLE 10 LEAVES

A. Sick Leave

All employees shall be entitled to:

- 12 sick leave days the 1st year
- 13 sick leave days the 2nd year
- 14 sick leave days the 3rd year
- 15 sick leave days the 4th year

Such leave shall be in units of one-fourth (1/4) days.

The above amount shall apply only to consecutive years of employment in Starmont Schools. An employee is entitled to this leave each school year as of the first (1st) official day of said school year whether or not they report for duty on that day. Unused sick leave shall accumulate from year to year with a maximum accumulation of one hundred ten (110) sick leave days.

Upon request, a non-birth parent shall use a five (5) day leave of absence per occurrence with pay for attending the delivery and/or subsequent care following the birth or legal adoption of his or her child. The leave days do not need to be consecutive. Days need to be used within six (6) weeks of the child's birth and/or legal adoption of the child. These days shall be deducted from the employee's sick leave.

The School Board shall require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

B. Health Leave Bank

1. The Board agrees to the Health Leave Bank during the term of this agreement
2. The bank will be funded by voluntary contributions from employees up to five (5) days of that employee's individual paid leave time. Paid health leave days in the bank shall carry over from year to year, and an additional contribution shall not be required until the beginning of the school year after the days in the bank drop below three hundred (300) sick leave days at which time an additional contribution up to five (5) days per employee may be made to replenish the bank's days.
3. The bank shall be administered by the Health Leave Bank Committee consisting of the chief personnel officer or a designee, and three other members. One member shall be selected by the Superintendent of Schools and two by the Starmont Education Association. The committee shall meet at least once each semester to review all bank requests.
4. Leave may be requested from the bank for only illness or injury to the employee. The following conditions shall govern the granting of health leave days from the bank.
 - a. Bank days may not be granted until an employee has used all individual paid leave time.
 - b. Not more than sixty (60) days may be used by one employee in one school year.
 - c. Not more than sixty (60) days may be used by one employee for the same injury or illness.
 - d. Since bank days are to be used only for serious illness, injury, or disability, medical evidence of such illness, injury, or disability shall be required.
5. Decisions of the Health Leave Bank Committee with respect to eligibility for bank-paid health days shall be final and binding and not grievable.
6. An employee receiving compensation from the State Compensation Insurance Fund or the District's Long-Term Disability Insurance for a period of time during which the employee is receiving health leave days from the bank, and consequently is receiving full pay, shall assign such payments to the District and paid health leave days shall be restored to the bank equivalent to the amount of money so assigned.

C. Temporary Leaves of Absence

1. **Paid Leave**

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

 - a. **Association**

Up to ten (10) days shall be available for representatives of the Starmont Education Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. The principal of the affected area shall be notified at least one (1) week prior to the day(s) absence.
 - b. **Professional Leave**

Professional leave shall be used for any educational purpose at the discretion of the administration. The request shall be made by the employee to his/her principal at least one (1) week (five [5] working days) in advance.
2. **In Addition to Sick Leave**

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled
3. **Emergency Leave**

Emergency leave of absence with full pay is in addition to the allowable leave of absence for personal illness or injury of the employee. It is further understood that the emergency leave is not cumulative from year to year.

- a. In case of necessary absence of a certified employee to attend the funeral of a member of the immediate family, there shall be a maximum of seven (7) days per occurrence. Immediate family shall be interpreted as significant other, husband, wife, child, sister, brother, mother, father, or any member of the family unit living in the same household, no matter what the degree of relationship.
- b. Up to two (2) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, mother-in-law, father-in-law, grandparent-in-laws and grandchild for certified employees.
- c. In case of the death of a friend or other family member of a certified employee, one (1) day of absence shall be allowed without loss of pay for attendance at the funeral, provided approval is granted in advance.
- d. There shall be up to seven (7) days absence from duty for the purpose of caring for a member of the immediate family who is ill or injured. The Board of Education may require a certificate that the presence of the employee is recommended by the attending physician.

Any case not covered by this emergency leave policy shall be reviewed by the Superintendent of schools.

4. Courtesy Leave

Courtesy leave for personal business, without pay may be granted by the administration after the employee has exhausted all other paid leaves eligible to the employee. The leave shall not exceed three (3) days per year and is not cumulative.

Courtesy leave cannot be taken during the first (1st) week of school and during the last two (2) weeks of the school year (the last ten [10] days of actual classes) or on an in-service day. Only the Superintendent may grant leave during the above stated times at his/her sole discretion and the decision is not grievable.

5. Personal Leave

Personal leave will be three (3) days per year. Principals are to be notified as early as possible before teachers take this leave.

Personal leave cannot be taken during the first (1st) week of school and during the last two (2) weeks of the school year (the last ten [10] days of actual classes) or on an in-service day. The day prior to or the day following a scheduled vacation may be taken at the discretion of the superintendent. Only the Superintendent may grant leave during the above stated times at his/her sole discretion and the decision is not grievable.

If the employee does not use any sick days during the semester, a half (1/2) personal will be granted. The ½ personal day cannot go above the maximum personal days of 5 days.

Unused personal leave days will be accumulated and carried over into the next school year. Employees may accumulate a maximum of five (5) days per school year.

At the conclusion of the school year, an employee may redeem any unused personal days for 75% of the current year's daily substitute pay. This request must be made by the employee in writing by June 1 of each year.

6. Jury Duty and Legal Leave

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the District. Cases involving the employee's personal matters which are not school related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to the principal and shall complete any remaining hours of his/her working day if required.

D. Extended Leave of Absence

1. Association

A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the next longevity step (vertical movement) receiving no advancement for the year of absence. Leave benefits accrued prior to leave shall be frozen and no new benefits will accrue during absence. No monetary fringe benefits of any kind shall be accrued or paid during such leave.

2. Family and Medical Leave

Employee of the District is entitled to Family Medical Leave to same extent and subject to same terms and conditions as set forth in Family Medical Leave Act of 1993, and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family, medical leave, or any other provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE 11 EMPLOYEE EVALUATION

Prior to October 1, all teachers shall meet with their building administrators to receive information about district evaluation timelines, Iowa Teaching Standards and criteria. At this time, the administrators shall provide staff with copies of all evaluation guidelines and forms.

Evaluation of Beginning Teachers (Tier I) shall be as provided by state statute.

Teachers who are new to the Starmont District and who have successfully completed a probationary period in another school district shall be considered as Career Teachers (Tier II). These teachers shall have no more than three (3) formal evaluations in their first year of employment with the District.

Career teachers shall be evaluated at least once every three (3) years.

All Career Teachers shall have their formal observations completed by March 15th. The evaluator shall discuss the formal observation of the teacher with the teacher on or before March 15th. Prior to April 15th, the summative conference (performance review) shall be held to discuss the teacher's overall performance.

Career teachers working on an Individual Career Development Plan shall meet with their evaluator to review, refine and finalize their plan by October 1. Individuals designing a multi-year plan and/or teams of staff who will be developing a common multi-year plan shall meet with the evaluator by November 1.

Prior to May 15th an annual conference will be held with the teacher or group to receive a progress report on their individual or group career development plan.

The teacher shall have the right to attach a statement of response to the evaluation. Such response shall be made within thirty (30) days of the receipt of the written summative evaluation and the statement shall be attached to the evaluation report.

All persons under this Master Contract shall be notified of any item added to their personnel file and shall have an opportunity to respond in writing to these items.

Peer Review: Teacher Quality Committee will define and outline Peer Review

ARTICLE 12 REDUCTION OR REALIGNMENT OF STAFF

A. Termination or Realignment

When one (1) or more employees are to be reduced or realigned, and only when deemed necessary by the Starmont Board of Education, the following procedure shall determine those employees to be terminated or realigned.

1. Unless needed to maintain an existing program, those employees with emergency or temporary certification shall be released first (1st).
2. Unless needed to maintain an existing program, fully certified employees properly endorsed by the State of Iowa in the curricula area affected and with least seniority in the District shall be released second (2nd).

3. Layoffs will be made within the following categories: PK-5, 6-12.

In those situations in which seniority cannot be the sole criterion, preparation academic certification (subject area), and individual teacher contracts shall be considered. Extra duty assignments shall not be criterion in the reduction or realignment of staff.

B. Recall Rights

Any employee terminated pursuant to this policy shall have recall rights to any position for which he/she is certified for two (2) years from the effective date of his/her termination and shall be recalled to available vacancies in such professional categories in reverse order of the termination, if certificated to fill the positions. Such two (2) years shall run from June 1st of the year terminated to June 1st of the second (2nd) following year.

1. No teacher may be prevented from securing other employment during the period he/she is released under this Agreement. If under contract to teach in another school, the Starmont Board retains no liability to reinstate.
2. No new long-term substitute appointments may be made while there are terminated teachers available who are qualified to fill the vacancies.
3. Leave benefits accrued prior to leave shall be frozen and no new benefits will accrue during absence. No monetary fringe benefits of any kind shall be accrued or paid during absence. This section shall not prevent a teacher from moving horizontally on the "Classification Code" on the salary schedule due to advance education.

C. Notification

The administration shall provide written notice in accordance with the Code of Iowa (i.e., April 30). Such notice shall include specific written reasons for reduction or realignment.

D. Benefits

Any employee re-employed by exercising his/her recall rights shall be given full salary-related benefits, full seniority and full credit for any relevant training and experience he/she has obtained through other employment during the interim period.

E. Resignations

Any employee who resigns upon request for reasons of staff reduction or realignment shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Starmont Board of Education shall annually provide the Starmont Education Association with a current list of those who have retained such rights provided by this policy.

F. Loss of Seniority and Recall Rights

Any teacher who has acquired seniority shall lose such seniority and recall rights for the following reasons:

1. If a teacher voluntarily resigns other than staff reduction or realignment.
2. Unless prevented by illness or other reasons satisfactory to the Starmont Board of Education if, upon recall, a teacher fails to report in writing within ten (10) calendar days after being notified in writing, sent by certified mail.

ARTICLE 13 EMPLOYMENT AND ASSIGNMENTS

The Board through its administration shall inform all staff personnel no later than July 1st of their specific job-course assignment for the forthcoming contract year with the following exceptions: late resignation, staff reduction, death or disability or inability to teach of a staff member.

The Board shall have the absolute right to assign or reassign as the Board shall see fit in the best interest of the school district.

ARTICLE 14 TRANSFERS

A. Definition

The movement of an employee to a different assignment, grade level, subject area or building should be considered a transfer.

A voluntary transfer is a transfer requested in writing by the employee. An involuntary transfer is a transfer requested by the employer.

B. Use of Voluntary Requests

1. In case of a need for teacher transfer or reassignment, certified volunteers will be given first consideration.
2. Nothing contained herein shall preclude the employer from hiring a new employee for a vacant or new position. This is not to say however, that employer is not subject to other Articles and/or section of this contract relative to applicable sections under "Reduction or Realignment of Staff."
3. Notice of staff vacancies will be posted in each building two (2) working days after the administration has determined a vacancy exists. Employees who apply for a vacancy will be notified of their status when a decision is made.

C. Involuntary Transfers

Teachers being involuntarily transferred are guaranteed:

1. Notice of intended transfer.
2. Informed as to reason for transfer.
3. Conference to discuss transfer with principal and/or Superintendent.

ARTICLE 15 PART-TIME PERSONNEL

Part-time teachers shall receive at their option monetary benefits adjusted in a proportioned amount by use of a fraction determined by the amount of time such part-time teacher expends over the amount of time that a full-time teacher is required to teach. This shall apply to:

1. Any and all leaves.
2. Health and Major Medical Insurance.
3. Dental insurance.
4. Term life insurance.
5. Disability insurance.

Any teacher employed on a part-time basis whose presence is required beyond his/her normal contract day shall be compensated for the additional required time at a rate per hour determined by the following formula:

$$\text{RATE PER HOUR} - \frac{\text{TEACHER'S CONTRACT SALARY}}{\text{NUMBER OF CONTRACT DAYS} \times \text{HOURS WORKED PER DAY}}$$

ARTICLE 16 INSURANCE

A. Medical Insurance

The current rates for the 2023-2024 school year are six hundred fifty dollars (\$674) per single plan per month and no more than one thousand dollars (\$1,000) for Employee/Spouse plan or family plan per month and no more than one thousand dollars (\$1000) per employee/child(ren) per month for health insurance.

If an eligible employee's spouse has an insurance plan available through a school that participates in the NEISIT plan, the employee would receive no more than the employee/child plan premium of one thousand dollars (\$1000) per month.

B. Dental Insurance

Each employee shall be covered by a dental insurance program. The Board shall pay no more than forty three dollars (\$36.94) per month for such single coverage. Any employee may elect to cover his/her family by an election in writing in accord with the terms of the policy and by payment of the additional premium. Should any employee not be eligible for coverage the Board shall have no further obligation to such employee under this subsection. Should there be an increase in cost of Dental insurance during the term of this contract not exceeding \$12.00 per employee annually, then and in that event the Board shall absorb the cost and there shall be no assessment against the employee. Any increase over and above the aforementioned \$12.00 increase shall be borne by the employee.

C. Term Life Insurance

The Board will contribute up to thirty-eight dollars and 20 cents (\$38.20) per employee per year toward the premium of a ten thousand dollar (\$10,000.00) term life insurance policy. Company shall be selected by the Association. Teachers shall not be entitled to the premium dollar in any other form than term life insurance.

D. Disability Insurance

The Board shall provide disability insurance payable at seventy percent (70%) of covered salary (contracted salary plus contracted extra-curricular).

E. Liability Insurance

It has been in the past, a practice of the Starmont Board, to carry liability insurance in accord with recommendations of the "Starmont Insurance Group" to provide adequate insurance protection for the District, its employees and agents. It is the intent of the Board to continue such practice. The District does not however, guarantee absolute financial coverage.

ARTICLE 17 EXPERIENCE

A. Prior Service

- 1. Plan of Adjustment of Prior Service, the level at which a NEW teacher to Starmont schools may enter the Salary Schedule, shall be according to the following guide:

<u>Years of Prior Service Credit as a Teacher</u>	<u>Level at which Salary Schedule is entered</u>
Example:	
0.....	1
1	2
2	3
Etc.	

Credit for teaching experience prior to coming to the Starmont School system shall be established by the Superintendent.

- 2. A teacher must have taught at least one hundred fifty (150) days or more in each year of prior service in other school district employment to be considered as a year of prior service.
- 3. The initial salary of any teacher who has not taught at least one hundred fifty (150) days in any school system the year(s) preceding employment in the Starmont Schools but has had previous teaching experience outside the school district, factors such as length and quality of service rendered in other school systems and recency of prior service and recency of securing college credits shall be considered in determining the level at which the teacher shall be placed.
- 4. The number of years of prior service shall be established by official written statements properly signed by the Superintendent of schools or authorized officials of other employing schools. Such proof shall be provided by the applying teacher.
- 5. Experience to be counted as prior service must have been within the preceding ten (10) year period, and where the teaching experience has been broken by a period of four (4) or more consecutive years, the prior service credit shall be reduced by one-half (1/2), or may be reduced to none, at the discretion of the Superintendent.
- 6. Teachers who discontinue their service in the Starmont School system who are employed later will be given prior service credit in accordance with rules listed above. In no case shall a teacher be placed on the Salary Schedule at a level higher than the level at which the teacher would have been had they remained in the school system.

B. Co-Curricular

- 1. Credit for co-curricular experience prior to coming to the Starmont School system shall be established by the Superintendent. Full credit will be granted for experience in that activity.

C. Salary Recognition for Experience

1. Days on which a teacher is absent due to sick leave or emergency leave may be counted as days of service only so long as he/she does not exceed his/her accumulated sick leave or days allowed for emergency leave.
2. In order to receive credit for one (1) years' experience for advancement on the salary schedule, an employee must teach a minimum of fifty percent (50%) of said employee's contracted teaching days.

D. Recognition of Academic Credit Used to Determine Classification

1. Credits submitted for advancement on the Guide must be earned at an accredited college or university.
2. Degree personnel who have earned graduate hours in excess of hours needed to qualify for reclassification on the M.A. reclassification lane must earn the graduate hours after the Master's Degree has been awarded if they wish to apply the hours to the MA+10 reclassification lane. The exception to this is advance training required by state law and taken as graduate level courses. Hours for state-required training earned while working on a Master's Degree, but not part of the degree program, will count toward reclassification.

Graduate hours gained after MA reclassification need not be part of an advance degree program, but must be in the teacher's major or minor field, or in the teacher's assignment area.

3. The term credit as used in this Guide shall be defined as a semester hour. Conversion from quarter hours to semester hours shall be made via--quarter (1/4) hours times two-thirds (2/3) equals semester hours.
4. Letter of intent needs to be received by the business office by April 1, 2023. Official transcripts must be received by the Business Office by June 30, 2024 in order for lane changes to be effective for the 2023-2024 school year.

ARTICLE 18 SALARIES AND EXPENSES

A. Base Salary

The base salary for the 2023-2024 school year will be thirty-four thousand, five hundred dollars (\$34,500), as set forth in schedule B. The Teacher Salary Supplement (TSS) monies will be distributed based on each teacher's placement on the 2023-2024 salary schedule. This amount will be finalized by the Starmont Education Association and the Starmont School Board by September 1, 2023. The Teacher Salary Supplement monies will be distributed in equal installments after the school receives the allocated money. All salaries in schedule C of this contract will be based upon the base salary and will not be included in the TSS monies.

The District and the Starmont Education Association agree that in the event the Iowa Legislature, Governor, or Iowa Department of Education takes action to decrease or deny TSS funding, the District will reduce teachers' TSS dollar-for-dollar to reflect the amount of funding which was not provided by the State. The Teachers Salary Supplement (TSS) monies will be distributed based on each teacher's placement for the 2023-2024 salary schedule. This amount will be finalized by the Starmont Education Association and the Starmont School Board by June 30, 2024.

B. Career Increments

Teachers at the top of the B.A.; B.A.+10SH; B.A.+20SH; B.A.+30SH; M.A.; and M.A.+10SH salary schedule, having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane, shall receive three hundred dollars (\$300.00); those teachers having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane and with twenty (20) to twenty-four (24) years of experience shall receive four hundred dollars (\$400.00); and those teachers having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane and with twenty-five or more years of experience shall receive five hundred dollars (\$500.00), and shall be awarded same on an annual basis in addition to their salary schedule. No teacher shall receive such increment until the year after such teacher has reached the top of the lane; that is no teacher shall receive his/her last move on the schedule and the aforementioned increment in the same year.

C. Nurse Salary/Social Worker

The Nurse's salary shall increase by the same percentage of all other certified staff.

D. Payroll Procedures

All salaries will be paid on a twelve (12) month basis with the first (1st) payment to be made on September 20th

and the remaining payments to be made on or about the twentieth (20th) of each succeeding month.

E. Expenses of Traveling Employees

1. Mileage Reimbursement

Employee allowance for travel expenses, other than to and from the center to which the employee is assigned for duty, will be thirty-nine cents (\$.58.5) per mile provided travel is made necessary in the performance of the employee's duties and such travel is authorized by the Board of Education upon the recommendation of the Superintendent of schools.

ARTICLE 19 EXTRACURRICULAR ACTIVITIES

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule C are official school-sponsored activities. The decision to continue or not continue extra-curricular positions or to create new ones shall be determined by the Board.

2. Rates of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be a part of the teacher contract and shall be compensated according to the rate of pay or other stipulations in Schedule C, which is attached hereto and made a part hereof. The base salary for schedule C (Extra Curricular Activities) shall be thirty-three thousand, eight hundred dollars (34,500.00).

3. Dual Assignments

Should any one (1) employee be assigned both head and assistant duties of the same sport, that employee will receive the full salary for head coach and fifty percent (50%) of the salary of the assistant coach. He/she shall continue to earn his/her present salaries until such time as seventy five percent (75%) equals what he/she would receive on the normal scale.

B. Co-Curricular Student Participation

If in the Board's complete discretion, should there not be enough of the student body to participate in an extra-curricular activity, the Board can terminate that activity for the given period and the teacher who has been assigned and contracted to such activity shall not be paid.

C. Expenses for Activities Outside District

Employees shall make advance arrangements for billing expenses to the school district for all required extracurricular activities outside the school district. If an employee has difficulty in making such arrangements, he/she shall notify the administration which shall assist him/her in making such advance arrangements. The administration shall make every attempt to reimburse any employee under this contract for incidental expenses incurred in said activities within thirty (30) days of receipt of proof of payment.

The Board shall apply for a credit card with the intent of allowing teachers directing extra-curricular activities to purchase gas when needed for refill of the tank to return home. The gas tank is to be filled at school tanks prior to leaving on trips. Credit cards shall be issued and allowed to be used only by and/or through the Superintendent.

D. Teacher Bus Drivers

Each professional employee who drives a school vehicle in conjunction with an activity that he/she is responsible for and which requires a school bus permit and chauffeur's license shall be paid for all time spent driving on the road, and rate of pay shall be the hourly rate of school bus drivers for activity trips. The school will pay all costs to become bus driver. Professional employee bus drivers will receive 2 hours of drive time before a trip and after a trip.

ARTICLE 20 COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association shall enter into negotiations to replace said provisions. All other provisions or applications shall continue in full force and effect.

B. Publication Agreement

The Master Contract shall be posted on the Starmont Community School District website. Paper copies shall be available upon request..

C. Duration

This Agreement shall be effective as of the first (1st) day of the teacher’s contract year beginning in 2023 and shall continue in effect for the following twelve (12) months of the inception of the 2023-2024 contract year. This Agreement together with all of the terms, conditions and effects thereof shall expire on the inception of the 2024-2025 contract.

2023-2024 Salary Schedule without TSS

Base Salary		\$34,500		2023					
		B.A.	B.A. + 10		B.A. + 20	B.A. + 30		M.A.	M.A. + 10
Level	%	100%	103%	%	106%	109%	%	114%	119%
1	100%	\$34,500	\$35,535	100%	\$36,570	\$37,605	100%	\$39,330	\$41,055
2	103%	\$35,535	\$36,601	103%	\$37,667	\$38,733	103%	\$40,510	\$42,287
3	107%	\$36,915	\$38,022	107%	\$39,130	\$40,237	107%	\$42,083	\$43,929
4	111%	\$38,295	\$39,444	111%	\$40,593	\$41,742	111%	\$43,656	\$45,571
5	115%	\$39,675	\$40,865	115%	\$42,056	\$43,246	115%	\$45,230	\$47,213
6	119%	\$41,055	\$42,287	119%	\$43,518	\$44,750	119%	\$46,803	\$48,855
7	123%	\$42,435	\$43,708	123%	\$44,981	\$46,254	123%	\$48,376	\$50,498
8	127%	\$43,815	\$45,129	127%	\$46,444	\$47,758	127%	\$49,949	\$52,140
9	131%	\$45,195	\$46,551	131%	\$47,907	\$49,263	131%	\$51,522	\$53,782
10	135%	\$46,575	\$47,972	135%	\$49,370	\$50,767	135%	\$53,096	\$55,424
11	138%	\$47,610	\$49,038	140%	\$51,198	\$52,647	140%	\$55,062	\$57,477
12	141%	\$48,645	\$50,104	144%	\$52,661	\$54,151	145%	\$57,029	\$59,530
13	144%	\$49,680	\$51,170	148%	\$54,124	\$55,655	150%	\$58,995	\$61,583
14							155%	\$60,962	\$63,635

COLLECTIVE BARGAINING AGREEMENT - Classified Staff

This Collective Bargaining Agreement is entered into by and between the parties hereto, namely, the Board of Education of the Starmont Community School District (hereinafter "Board") and the Starmont Educational Support Personnel (hereinafter "Association") on the 19th day of March, 2019.

Article I Grievance Procedure

1. Definition

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint. Anyone who shall be a party in interest shall be bound by any and all decision rendered herein.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

All grievances must be presented within fifteen working days of the date of occurrence of the event giving rise to the grievance, or from the time from such event might reasonable be ascertained to have occurred.

C. Procedure

1. Every employee covered by this agreement shall have the right to present a grievance in accordance with these procedures up to the taking of the grievance to arbitration at which time the association shall make the determination if the grievance proceeds to arbitration.

2. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the described time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employees shall be conducted so as to result in no interference with or interruption of the instructional program and/or related work activities (be they other than instructional) of the grieving party or the other members of the working staff.

4. Level one - Immediate Supervisor

An employee with a grievance shall first discuss it with his/her Supervisor, with the objective of resolving the matter informally.

5. Level Two - Supervisor

If, as a result of the informal discussion with the Supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association. The grievance form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate supervisor. If the grievance involves more than one school building, it may also be filed with the Superintendent.

The appropriate immediate supervisor shall indicate his/her disposition of the grievance in writing within 10 school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association and to the Superintendent.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the 10 school day period, the grievance shall be transmitted to level three.

If grievant does not progress to level three i.e. "Superintendent", within 10 days after the disposition by the Supervisor or the Supervisor's failure to act within the 10 days allotted, then grievant shall be barred from any further action on such grievance and such grievance shall thereafter be null and or no effect.

6. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within 10 school days of receipt of the grievance. Within 10 school days of the receipt of the grievance, the Superintendent shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

7. Level Four - Arbitration

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) school days after (a) above. If the Association fails to submit to arbitration within the prescribed time limits set out herein, they shall be barred from any further action on such grievance and thereafter such grievance shall be null and void and of no effect.

(c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first three (3) names from the list. The party having the right to remove the first three (3) names shall do so within two (2) school days, and the other party shall have one additional school day to remove three of the four remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than fifteen (15) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and

binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option at levels 1 through 4, by a representative selected or approved by the Association.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, the grievance affects a group, or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Decisions

All decisions rendered at Levels Two through Three of the grievance procedures shall be in writing setting forth the decision and the reasons thereof and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section on Arbitration.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, theretofore referred to in the ARTICLE.

4. Election of Remedies

Should an aggrieved person elect to grieve under the terms of this Agreement, then and in that event such election of remedies shall act as a bar to any other election, except that should the arbitrator's decision under "Grievance Procedure" require the commission of an act prohibited by law or which is in violation of the terms of this Agreement, then and in that event, the aggrieved person may appeal to District Court for the purpose of ruling as to Legality and/or decision as to whether or not such alleged issue falls within the confines of the negotiated contract.

Neither the provisions of this article or any other article of this contract shall be construed as preventing the employer from making a reasonable accommodation for qualified individuals in accordance with the Americans with Disabilities Act (PL No. 191-336 July 26, 1990) and such accommodations are not grievable.

ARTICLE II TRANSFERS AND STAFF REDUCTION

If any employee is terminated due to staff reduction, reorganization or other similar reasons, termination should be based on least seniority and this employee should be given preference for reinstatement should such a vacancy open for which this person is qualified in the judgment of the Board or its authorized representative. Reinstatement should be in order of seniority. For purposes of this article, seniority shall be defined as an employee's length of continuous employment with the District. People of equal seniority shall be chosen by drawing lots in the presence of the Superintendent and the SESP President. Persons hired on the same day shall be considered equal in seniority. A seniority list shall be provided to the president of the organization on or before the first day of October.

Notification of dismissal of employees shall be given as close to April 1 as possible; however, failure on the part of the Board or its Agent shall in no event negate the Board's power to dismiss at any time with a 30-day notice.

Eligibility for reinstatement shall be for a one year period following staff reduction.

An "employee" shall not include substitutes. An employee shall include regular full-time and part-time employees.

The laid-off employees may request a hearing before the Board at the next monthly meeting. This meeting shall be private and the employee or his/her representative may present arguments and evidence regarding the lay-off. The decision of the Board shall be final.

A. Transfers

1. Definition

The movement of an employee to a different assignment, including the reclassification of a temporary position to a permanent position, should be considered a transfer.

A voluntary transfer is a transfer requested in writing by the employee. An involuntary transfer is a transfer requested by the employer.

Provided a suitable replacement can be found, transfer procedures shall also apply to the temporary assignment of a current employee to a vacant position created by the use of an extended temporary leave of an existing employee. A qualifying extended temporary leave shall be a leave for not less than eight consecutive weeks in duration and upon the return of the employee on temporary leave, all employees will return to the positions held prior to the extended temporary leave.

2. Voluntary Transfers

- a. Notice of staff vacancies will be posted in each building at least five (5) working days prior to filling the vacancy.
- b. Employees interested in transferring to an existing vacancy should submit to the superintendent a letter of interest in the position. If qualifications and competence are equal among present employees submitting letters of interest for a vacancy, the superintendent will consider such letters on the basis of seniority.
- c. The vacancy shall be filled by an applicant deemed most qualified in the judgment of the Board.
- d. Employees who apply for a vacancy will be notified of their status when a decision is made.

3. Involuntary Transfers

Support staff being involuntarily transferred are guaranteed:

- a. Notice of intended transfer.
- b. Informed as to reason for transfer.
- c. Conference to discuss transfer with supervisor, principal, and/or superintendent.

NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by email or letter at the following designated addresses or at such address as may be designated by a party in written notification by the other party.

1. If by the Association, the Board at 3202 40th St., Arlington, IA 50606-8199.

2. If by the Board, to Association, 3202 40th St., Arlington, IA 50606-8199.

ARTICLE IV DUES DEDUCTIONS

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form authorizing payroll deduction shall be designed by the Association, and expense for producing and distributing said form shall be borne by the Association. Nothing in said form shall be contrary to this Article; if so this Article shall prevail.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct in nine (9) consecutive payments the total dues from the regular salary check of the employee, beginning in September.

C. Pro-Rated Deduction

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through the contract year.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board. A copy of such revocation shall be mailed to the Association.

E. Transmission of Dues

The Employer will transmit to the Association the total deduction of dues within thirty (30) days after each regular pay period.

The Association agrees to hold harmless the school district, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Article between the parties for dues deduction.

ARTICLE V RIGHTS OF THE TAXPAYERS OF THE DISTRICT

Section 1.

The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:

(a) The Board shall not lock out its employees and

(b) No employee covered by this Agreement, no Association, nor any person acting on behalf of the association shall ever or at any time engage in, encourage, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slow-down or other refusal to render full, proper and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

Section 2.

In the event of any violation or violations of any provision of Section 1(b) of the Article by the Association, its members or representatives, or by any employee:

- (a) Any violating employee shall be subject to immediate discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- (b) The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 3.

The foregoing is an addition to any other rights and remedies provided by law.

"It is expressly understood and agreed that all functions, rights, powers or authority granted to or inherent in the administration of the school district by law or custom are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement."

Subsection 1. This Agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

ARTICLE VI RIGHTS

Public Employer Rights:

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special art, the exclusive power, duty, and the right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency;
3. Suspend or discharge public employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve public employees from duties because of lack of work or for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer;
8. Initiate, prepare, certify, and administer its budget;
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE VII USE OF FACILITIES

The Association and its members shall have the right to make use of school facilities for meetings and copiers, computers, other duplicating equipment, calculating machines and audio-visual equipment in non-confidential areas when such facilities and equipment are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and any additional custodial expenses caused by such use.

A request shall be made to the principal in advance of the time and place of such meetings and permission to use such facility and equipment shall be at the discretion of said principal.

ARTICLE VIII COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards provided by the Association in areas designated by the Superintendent for employees' use. This does not guarantee a bulletin board in every building. The Association may use the District's mail delivery service and

the employee mail boxes for communications to employees.

ARTICLE IX ACCESS TO MEMBERS

Duly authorized representative of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, or detract from or interfere with any employee's duty to fulfill his/her job. Association work shall not be done while employee is being paid by the School District.

INSURANCE

Starmont Support Personnel covered by this contract shall be eligible for certain employee insurance benefit monies. The amount of dollars available for such benefits will be determined based on the number of hours per week worked by the employee as well as the number of months per year worked.

Each support personnel position shall be placed in one of the following six categories and weighted as indicated:

2023-2024, 2024-2025 Years

I. 40 hours or more per week and 12 contract months.	3,895.00
II. 40 hours or more per week and 9 (but less than 12 contract months.)	2,966.00
III. 20 to 39 hours per week and 9 (but less than 12 contract months.)	1,560.00
IV. Bus Drivers	491.00
V. Less than 20 hours per week or less than 9 months per year	0.00

Calculations to determine dollar amounts for each level will be based on the number of employees in each wage category at the time of bargaining. Level amounts will not be readjusted afterward, regardless of:

- (a) Reduction-in-force.
- (b) Failure of employees to use total allocated dollars.
- (c) Addition of new employees.
- (d) Inability of employee(s) to qualify for benefits.
- (e) Inability to find a carrier for specific coverage.

Insurance benefit monies will be contributed by the District on the employee's behalf to the District's Flexible Benefit Plan. The employee can choose to use the insurance benefit monies for the following:

- 1. Health insurance, family or single coverage.
- 2. Long-term disability.
- 3. Dental insurance.
- 4. Term life coverage.
- 5. Vision Insurance.
- 6. Medical Reimbursement
- 7. Dependent Care Reimbursement
- 8. Cash in Lieu

Qualifying employees may use the school contribution to the employee insurance benefit package for this exhaustive list only. Benefit monies must be used toward the districts policies. No Starmont employer provided benefit money may be used for payment of private (non-group) coverage. Employees may expand coverage beyond the allocated amount through self contribution, provided they are qualified for such coverage.

LEAVES OF ABSENCE

A. Sick Leave

Beginning with the 1979-1980 school year, all employees shall be entitled to:

- 12 sick leave days the first year
- 13 sick leave days the second year
- 14 sick leave days the third year
- 15 sick leave days the fourth year

The above amount shall apply only to consecutive years of employment in Starmont Schools. An employee is entitled to this leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave shall accumulate from year to year with a maximum accumulation of 110 sick leave days.

Employees reaching 110 days of accumulated sick leave, and using sick leave during the fiscal year will have sick leave subtracted from the 110 days.

Two sick leave days shall be granted yearly from accumulated sick leave for illness of an immediate family member consisting of spouse/significant other, child, and parent. This leave will not be cumulative.

B. Emergency Leave

Emergency leave of absence, not to exceed a total of seven (7) days per year may be granted with pay by the superintendent of schools for the following reasons:

1. Illness or injury to a member of the immediate family. Immediate family shall be interpreted as husband, wife, child, sister, brother, mother, father, or any member of the family unit living in the same household, no matter what the degree of relationship.

It is conceivable that the illness of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

2. Death in the immediate family, immediate family shall be interpreted as husband, wife, child, sister, brother, mother, father, or any member of the family unit living in the same household, no matter what the degree of relationship, or of close personal relationship (3 to 5 days) subject to prior approval of Superintendent

It is conceivable that the death of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

3. Required appearance in court(school related).
4. Military physical examination.
5. For mandatory quarantine.

C. Jury Duty and Legal Leave

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the District.

Cases involving an employee's personal matters which are not school-related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of his/her work day, if required.

D. Association Leave

The employer shall provide up to six (6) days per year of paid leave for members of the Association for purposes of attending conventions, conferences and any other Association activities or responsibilities.

The Association shall provide the employer with three (3) days notice in advance of the leave date.

E. Courtesy Leave

Each employee shall be entitled to two (2) days without pay. The employee will provide the employer with three (3) days notice in advance of the leave date. The superintendent may grant additional courtesy leave at his/her own judgment.

F. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

G. Professional Leave

Applications by employees who desire to attend an educational conference or training opportunity directly or closely related to the employee's area of service shall be filed with their supervisor and/or administrator. If approved, the District will reimburse registration, travel, meals, and lodging for such professional leave.

ARTICLE XII PERSONAL LEAVE

Each employee shall be granted two (2) days personal leave at full pay, per year. An employee taking such leave shall notify the employee's principal or other appropriate immediate supervisor at least twenty-four (24) hours in advance of the desired leave, except in cases of emergency preventing such notice. Full pay shall be defined as being equal to the number of hours an employee works per day. The "spirit" of these two (2) days leave is to take care of very special situations not covered by other leave.

Personal leave will not be permitted in any event (including emergency) on the following:

1. Any work day prior to or following a holiday.

Leave can accumulate up to two (2) days per year maximum of five (5) days accumulation.

ARTICLE XIII VACATION

All persons working fifty-two (52) weeks shall be eligible for two (2) weeks paid vacation after one year of employment and three (3) weeks of paid vacation after eight (8) years of employment. The basis for determining the fifty-two (52) weeks shall be the anniversary date of hire.

All persons working at least forty four (44) weeks but less than fifty-two (52) weeks shall be eligible for one (1) week of paid vacation after the first year of employment and in subsequent years. The basis for determining the fifty-two (52) weeks shall be the anniversary date of hire.

Any of such vacation will be taken at a time approved by their Superintendent. Up to 1 week may be taken during the school year at the complete discretion of the Superintendent.

Beginning with the 1983-1984 contract year, an employee with longevity over 12 years will be frozen at the 13 year step for vacation while earning one (1) day additional during the 1983-1984 year to be taken in the summer of 1984. Vacation accrues one (1) additional day for each year of longevity past 12 years to a total of an additional week making the maximum vacation possible four (4) weeks.

ARTICLE XIV PAID HOLIDAYS

All 12 month employees shall receive the following paid holidays provided they fall during their work period: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, New Year's, Memorial Day, July 4, and Good Friday.

All 9 month employees shall receive Labor Day, Thanksgiving, Christmas, New Year's and Good Friday as paid holidays. A part-time employee is anyone not covered under other holiday definitions as full-time employees.

Should any holiday fall on a weekend, the employee shall receive either the previous Friday or the succeeding Monday as the observed holiday. It shall be with the Board's discretion to set the Friday or Monday observance.

Should an emergency situation require an employee to work on a holiday, the employee shall be subject to call.

Holiday pay shall be at the regular straight time hourly rate for the employee and shall be pro-rated on the basis of time worked per each employee's regular work week.

ARTICLE XV HEALTH PROVISIONS

Bus driver's physicals are paid in full unless such physical cost shall exceed \$110.00 which shall be the limit the District will annually.

ARTICLE XVI EMPLOYEE DISCIPLINE AND DISMISSAL

In the event that the Board determines that an employee shall be dismissed, the Board shall notify the employee in writing of its intended action. Thereafter, the employee may, within five (5) working days, request in writing to the Board Secretary a hearing before the Board. The employee shall have the right to be represented by counsel or a member of the Association of the employee's choosing. The decision of the Board after said hearing shall be final and in the Board's sole discretion. Failure to notify the Board within five (5) working days, shall act as a bar to this section.

In any proceeding in which the Employer attempts to use evaluation to justify adverse action against an employee, including such adverse action as suspension, termination, lay-off or placement on probation, the employee or the association as the employee's representative, may challenge the fairness or accuracy of such evaluation.

ARTICLE XVII WAGES AND SALARIES

A. All employees initially employed for the 2020-2021, 2021-2022, 2022-2023, school years and covered by this contract shall have minimum starting salaries as follows:

Job Class 1	Base wage
A. Maintenance	\$ 14.05
B. Custodians	\$ 14.00
C. Mechanic	\$ 14.90
D. Head Custodian	\$ 16.35

Job Class II

A. Clerical Aides	\$14.00
B. Instructional Aides	\$14.00
C. Paraprofessionals	\$14.00
D. Media Aides	\$14.00
E. Special Education Aides	
1. Category 1	\$14.10
2. Category 2	\$15.50
F. Tech Assistant	\$14.00

Consideration of the following criteria will occur in determining a Starmont employee as a Category II Child-Specific special Education Aide:

- Ambulatory Assistance Required
- Medical Assistance Required
- Physiological Assistance Required
- Behavioral Assistance Required

A determination for placement will be made by the full administrative team and a recommendation will follow to the Starmont Superintendent.

Base wage

F. Transitional Aides	\$14.00
G. Transportation Aides	\$14.00

Job Class III

A. Head Cooks	\$14.50
B. Cooks	\$14.00

Job Class IV

A. Principal Secretary	\$14.55
B. Guidance/A.D. Secretary	\$14.00

Job Class V

A. Route Bus Driver (see #2 below) per year plus mileage
Job Class VI 20234-2024 2024-2025

A. Study Hall Monitor \$ 15.10 15.50 15.90

1. Job Class I, II, III, and IV will receive \$2.00 per hour salary increase on July 1, 2023
2. Job Class V-A will receive \$15,976.93 per year plus mileage at the rate of \$2.80 per mile for FY24.
3. All “Activity Drivers” shall receive \$14.00 per hour while driving and waiting and are required to attend classes by the employer will be paid \$14.00 per hour.
4. All (presently contracted) employees shall receive the base wage increase for his/her job classification or the minimum salary for his/her job classification, whichever is greater.
5. The driver assigned to the handicapped lift equipped bus route shall receive, as an additional stipend, \$180.00 annually.

- B. (1) Cooks attending any of the three courses offered by the State Department of Public Instruction Food Services Division shall have their salary increased (permanently) by \$.05 per hour per course.
- (2) The district shall not pay any expenses incurred by cooks for such courses unless such courses are required (see Article XXI),
- (3) All heads cooks shall receive \$180.00 additional per contract year.
- (4) The head cook at Starmont School will work a minimum of two and one-half (2 ½) additional hours per week at his/her current hourly rate.

C. Upon completion and presentation of appropriate documentation, all aides who have fulfilled the requirements of one of the following:

1. Four years of post-secondary education
2. Two years of post-secondary education
3. An associate degree
4. Iowa’s voluntary certification program for paraprofessionals
5. a competency assessment

shall be given credit and their wages shall increase by .25 cents per hour.

D. All employees covered by this contract shall receive a calculated longevity per month for each year of service in the District in addition to regular salary. (“In District Service” shall include that time prior to formation of Starmont Community School District when such persons were employees of the then segregated smaller Districts.) See chart below:

0-5 years	\$3.00
6-10 years	\$3.10
11-15 years	\$3.20
16-20 years	\$3.30
21-25 years	\$3.40
26-30 years	\$3.50
31-35 years	\$3.60
36-40 years	\$3.70

41-45 years	\$3.80
46-50 years	\$3.90

e.g. Employee A – 15 years service but works only 9 months per year. $3.20 \times 15 = \$48.00$ additional per month x 9 months = \$432.00 total cost per year.

e.g. Employee B – 7 years service but works 12 months per year. $\$3.1 - \times 7 = \21.70 additional per month x 12 months = \$260.40 total cost per year.

Longevity shall be paid each month applicable.

- E. The board will endeavor to issue by May 1 of each year, letters of assignments to those persons entitled to such letter of assignments. Twenty-one days shall be granted to return such letter of assignments to the Board after they are issue.

The Board will endeavor to notify all non-contractual employees in writing by May 1st of each year, such written notice to set out each person’s wages and hours.

Should the Board be unable to accomplish the above in E for any reason, there shall be no penalty of any manner or sort, and Article III shall not be applicable to this Section.

- F. All employees may elect to receive their pay by strictly hourly or in 12 equal monthly payments. Employees shall notify the employer by a date in September, selected by the employer, as to which pay option they select.
- G. The shift paid differential for work between 6:00 p.m. and 6:00 a.m. will be 35 cents per hour
- H. In the event the District assigns an employee to work on a Sunday, Christmas Eve or New Year’s Eve, the employee will receive time and a half (1 ½).
- I. In the event the District delays the start of the school day or shortens the length of the regularly scheduled school day for reasons including, but not limited to, professional development for teachers or for weather related conditions, aides may request to work their regularly scheduled hours subject to them obtaining prior approval from their immediate supervisor and/or respective principal.

ARTICLE XVIII EMPLOYEE WORK LOAD

The Board shall endeavor to grant unto all employees the same number of hours of work from year to year, reserving, however, the absolute right to reduce hours and/ or terminate such employment.

Beginning with contract year 1980-81, those persons classified as “Head Cooks” shall work an additional two (2) days prior to the beginning of the “School year” and one (1) day after the school year is terminated. (With pay).

If school is cancelled and an employee has been requested to be in attendance at work prior to that cancellation, then that employee shall be paid the hourly rate for a minimum two (2) hours for his/her work. This applies only to employees who are not yearly salaried employees.

The administrators/supervisor shall make a concerted attempt to provide a substitute any time the regular custodian is absent.

ARTICLE XIX SHORT COURSES

Any employee required to take a “Short Course” by the Board and said “Short Course” having been approved by the Board shall be reimbursed by the Board in the following manner:

- a. Tuition – 100%

- b. Mileage – standard rate allowed all other employees for other travel not exceeding that allowed by state law, or Board can provide a District vehicle for said transportation.
- c. Room – 100%
- d. Food – not to exceed \$16.00 per day.

Employees shall stay on campus if at all possible while attending such “Short Courses”.

There shall be no expenses reimbursed unless employees work at least one (1) month under new contract. Payment shall be made on first pay period in September of new contract year.

ARTICLE XX PRINTING AGREEMENT

Copies of this Contract shall be printed at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Contract is signed. The Board shall present a copy of said printed Contract to all employees now employed and hereafter employed and shall provide the Association with four (4) additional copies.

ARTICLE XXI SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect.

ARTICLE XXII SEVERANCE

Employees with ten (10) or more years of service to the District shall receive upon severance of employment, pay for unused sick leave at a rate of \$20.00 per day for up to 110 days.

ARTICLE XXIII AGREEMENT

This contract shall come into effect 7/01/ 22 and continue in effect until 6/30/ 23. This Agreement together with all the terms, conditions and effects shall expire on the date indicated above. Should at any time during the life of this contract the Starmont Community School District become financially incapable of meeting its financial obligations, then and in that event, this contract shall become null and void and of no further effect.

IN WITNESS WHEREOF, the parties here on have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 21st day of March, 2022

EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received or can access a copy of the Starmont Community School Employee Handbook available on the district website. I understand the Employee Handbook contains important information about the Starmont Community Schools and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult the administration with any questions I have about the contents of the Employee Handbook or any questions 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 Starmont Community School District and any one or all of its employees.

Employee's Signature _____ Date _____

Employee's Name (Printed) _____

Title IX

I have completed the annual training for Title IX and understand my responsibilities to fulfill the code.

Employee's Signature Date

Employee's Name (Printed)

Starmont-2023-2024 School Calendar – Aug. 23 Start

Summary of Calendar:
 Days/Hrs. in classroom:
 First Semester 83/547.25
 Second Semester 96/627.00
 179/1174.25
TOTAL DAYS/HRs Days/Hours
 Reg. Day 6.75 hours
 Early Dismissal 4.75 or 3.75 Hours

CALENDAR LEGEND

- Begin/End
- Conferences
- Early Out 1:30
- PD Days
- Holidays/Vacation
- Teacher Days*

Does not include Professional Development days/hours.

HOLIDAYS:

- Labor Day September 4
- Thanksgiving Day November 23
- Christmas Day December 25
- New Year's Day January 1
- Good Friday March 29

Professional Development Days

- Aug. 17-18; 21
- May 20

Other Teacher Days

- Aug. 14 – New Teacher Day
- Aug. 22 – Clerical Day

Note: In-service Days may be classified as Career Development and/or Professional Development depending on the content of the activities being performed.

All Makeup Days Made Up At End of the Year

					Stu dent Day s	Student Hrs.	Tot al Day s
August 2023							
M	T	W	Th	F			
14	15	16	17	18	0	0	2
21	22	23	24	25	3	20.25	7
28	29	30	31		7	47.25	11
September 2023							
4	5	6	7	8	12	81.0	16
11	12	13	14	15	17	112.75	21
18	19	20	21	22	22	146.5	28
26	27	28	29	30	27	178.25	31
October 2023							
2	3	4	5	6	32	212.0	36
9	10	11	12	13	37	243.75	41
16	17	18	19	20	42	274.5	46
23	24	25	26	27	47	308.25	51
30	31				49	321.75	53
November 2023							
1	2	3	4	5	52	342.0	56
6	7	8	9	10	57	373.75	61
13	14	15	16	17	62	407.5	66
20	21	22	23	24	64	421.0	68
27	28	29	30		68	448.0	72
December 2023							
1	2	3	4	5	69	454.75	73
8	9	10	11	12	74	488.5	78
15	16	17	18	19	79	520.25	83
22	23	24	25	26	83	547.25	87
29	30	31			83	547.25	87
January 2024							
1	2	3	4	5	86	567.5	91
8	9	10	11	12	91	599.25	96
15	16	17	18	19	96	633.0	101
22	23	24	25	26	101	664.75	106
29	30	31			104	685.0	109
February 2024							
1	2	3	4	5	106	698.5	111
5	6	7	8	9	111	732.25	116
12	13	14	15	16	116	764.0	121
19	20	21	22	23	121	797.75	126
26	27	28	29		125	822.75	130
March 2024							
1	2	3	4	5	126	829.5	131
8	9	10	11	12	131	860.25	136
15	16	17	18	19	136	892.0	141
22	23	24	25	26	141	925.75	146
29	30	31			145	950.75	150
April 2024							
1	2	3	4	5	149	977.75	154
8	9	10	11	12	154	1009.5	159
15	16	17	18	19	159	1043.25	164
22	23	24	25	26	164	1075.0	169
29	30				166	1088.5	171
May 2024							
1	2	3	4	5	169	1108.75	174
6	7	8	9	10	174	1140.5	179
13	14	15	16	17	179	1174.25	184
20	21	22	23	24	179	1174.25	185
27	28	29	30	31	179	1174.25	190
June 2023							
3	4	5	6	7			
10	11	12	13	14			

Aug. 14 New Teacher
 Aug. 17-18 & 22 PD Days
 Aug. 21 Clerical Day/Open House
 Aug. 23 Begin 1st Semester

Sept. 4 Labor Day (No School)
 Sept. 13 1:30 Dismissal/PD

Sept 27 1:30 Dismissal/PD

Oct. 11 1:30 Dismissal/PD
 Oct. 20 End QT 1/Noon Dismissal/Clerical
 Oct. 25 1:30 Dismissal/PD
 Oct. 24 & 26 P/T Conferences
 Oct. 27 No School/Teacher Comp Day

Nov. 8 1:30 Dismissal/PD

Nov. 22-24 Thanksgiving Holiday

Dec. 13 1:30 Dismissal/PD
 Dec. 21 End QT 2/SEM 1
 Dec. 22-Jan. 2 Winter Break No School

Jan. 2 No School/1/2 Clerical/1/2 PD Day
 Jan. 3 Begin QT 3/SEM 2
 Jan. 10 1:30 Dismissal/PD
 Jan. 24 1:30 Dismissal/PD

Feb. 14 1:30 Dismissal/PD Day

Feb. 28 1:30 Dismissal/PD Day

Mar. 8 End QT 3/Noon Dismissal/Clerical
 Mar. 13 1:30 Dismissal/PD
 Mar. 12 & 14 P/T Conferences
 Mar. 15 No School/Teacher Comp Day
 Mar. 27 1:30 Dismissal/PD
 Mar. 29 Easter Break/No School
 Apr. 1 Easter Break/No School
 Apr. 10 1:30 Dismissal/PD
 Apr. 24 1:30 Dismissal/PD

May 7 Seniors Last Day
 May 8 1:30 Dismissal/PD

May 12 Graduation
 May 17 End QT 4/SEM 2
 May 20 No School/1/2 Clerical/1/2 PD Day
 May 27 Memorial Day

Any additional hours/days needed to be made up will be added at the end of the school year.

Appendix A
 Appendix B

Iowa Department of Human Services

REPORT Indicators of Abuse

This form may be used as the written report which the law requires all mandated reporters to file with the Department of Human Services following an oral report of suspected child abuse. If your agency has a report form or letter format which includes all of the information requested on this form, you may use the agency format in place of this form.

Physical Indicators

- Bruises and welts in various stages of healing, in unusual patterns reflecting the shape of the article used, or in clusters indicating repeated contact.
- Fill in as much information under each category as is known. Submit the completed form within 48 hours of making the oral report to the Centralized Intake Unit, P.O. Box 4826, Des Moines, Iowa 50305.
- Head injuries, retinal hemorrhages, internal injuries

FAMILY INFORMATION

Name of child	Age	Date of birth
83		
Address	City	State
Phone	School	Grade level
Name of parent or guardian	Phone (if different from child's)	

- Fractures in various stages of healing, including multiple or spiral fractures
- Injuries unexplained or not matching history
- Lacerations, abrasions, bite marks, ulcers, or loss of hair
- Speech disorders, lags in physical development, or failure to thrive
- Consistent hunger, poor hygiene, inappropriate dress
- Unattended physical or emotional problems or medical needs
- Substance abuse – alcohol or drugs
- Positive test for presence of illegal drugs in the child’s body
- Massive weight change

Psychological and Behavior Indicators

- Afraid to go home; frightened of parents and others, or extended stays at school
- Alcohol or drug abuse
- Begging, stealing, or hoarding food
- Behavioral extremes, such as aggressiveness or withdrawal
- Complaints of soreness, uncomfortable movement
- Constant fatigue, listlessness, or falling asleep in class
- Delinquent, runaway, or truant behaviors
- Destructive, antisocial or neurotic traits, habit disorders
- Excessive seductiveness or promiscuity
- Frequently absent or tardy from school or drops out of school or sudden school difficulties
- Poor self-esteem, self-devaluation, lack of confidence, or self-destructive behavior
- Suicide attempts

Environmental Indicators

- Inappropriate clothing for the weather
- Consistent lack of supervision; abandonment
- Delay in securing or failure to secure medical care
- Inadequate food and shelter

Sexual Abuse Indicators

- Difficulty in walking or sitting
- Pain or itching in the genital area
- Bruises, bleeding or infection in the external genitalia, vaginal or anal areas
- Torn, stained or bloody underclothing
- Frequent urinary or yeast infections
- Venereal disease, especially in pre-teens
- Pregnancy
- Unusual interest in or knowledge of sexual matters, expressing affection in inappropriate ways.

RIGHT TO KNOW GENERAL INFORMATION

Chapter 455D of the Iowa Code deals with the Hazardous Chemical Risks/Right-To-Know Act.

The federal standard requires any business which manufactures/transportes chemicals or has chemicals on the premises or requires the handling of chemicals in the workplace to annually inform employees of possible hazardous chemical risks and what to do in the case of an emergency situation involving hazardous chemicals.

A hazardous chemical is any substance that has a chemical of health hazard.

A physical hazard is anything that is flammable, explosive, unstable or compressed.

A health hazard is anything that has a short or long term health effect.

Information about the hazardous chemicals in your building can be located in the office of your building. This information is in the form of MSDS (material safety data sheets) that are in a three ring binder. Current and up-to-date inventories should be maintained on all hazardous chemicals in your teaching area.

MSDS information sheets contain the following information:

1. Identification of the product
2. Physical symptoms of exposure.
3. Signs of exposure.
4. Precautions for safe handling.
5. Emergency leak or spill procedures.
6. Waste disposal procedures.
7. Protective equipment that must be worn.
8. Possible routes into the body.
9. First aid procedures.
10. Name, address, phone number of manufacturer.
11. Permissible exposure limit.
12. List of cancer causing ingredients
13. Precaution for safe handling.
14. Physical hazards – fire, explosion, reactivity.
15. Physical characteristics of the chemical.
16. Fire and explosion material.

NFPA (National Fire Prevention Association) sign requirements:

1. 7.5 inches per side
2. Divided into four quadrants.
3. Posted near building entrance if 5,000 sq. ft. or less.
4. Posted at storage area if 5,000 sq. ft. or more.