

Employee Handbook

Atlantic Community School District

2021-22

Mission Statement: The Atlantic Community School District will prepare all learners to be creative, innovative and productive citizens by providing diverse opportunities to learn and apply relevant skills and knowledge in a positive, disciplined and challenging environment.

Contents

- Absences - Illness..... 6
- Tardiness..... 6
- Absences - Request for 6
- Payroll..... 7
- Professional Travel Reimbursement (Board Policy 401.7, 401.7r1) 7
- Office Mail 8
- School Closing Announcements..... 8
- Preparation Periods..... 8
- Keys, Doors, and Lights 8
- Faculty Meetings 9
- Faculty Committees 9
- Class Interruption..... 9
- Leaving Class..... 9
- Reports 9
- Grading..... 9
- Leaving the Building..... 10
- Requisitions/ Purchase Orders..... 10
- Discipline..... 10
- Field Trips/Speakers..... 10
- Volunteers (Board Policy 903.2)..... 11
- Lessons Plans..... 11
- Legal Liability 11
- Use of Sundays & Wednesdays for Activities (Board Policy 508.2) 12
- Night Practices and Use of Facilities..... 12
- Fundraising Projects..... 12
- Assembly Programs and Pep Assemblies..... 12
- Teacher Responsibility for Student Supervision..... 12
- Accident Prevention 13
- Eye Protective Devices 13
- Accidental and Illness Emergencies..... 13
- Accident and Injury Report 13
- Worker’s Compensation Medical Treatment Procedures 13
- Student Disabilities..... 15
- Placement of Flyers or Other Information in Mailboxes and Public Email..... 15

Proper use of Extension Cords etc.....	15
Safety.....	16
Communication Channels (Board Policy 307)	16
Employee Activity Pass Policy.....	17
Student Directory Information (Board Policy 506.2)	17
Use of Student Records Regulation (Board Policy 506.1 r1)	18
Compulsory Attendance (Board Policy 501.3).....	19
Tobacco/Nicotine Free Environment (Board Policy 905.2).....	20
Substance-Free Workplace and Notice (Board Policy 403.5).....	20
Drug and Alcohol Work Rules and Notice of Drug and Alcohol Testing Program (Board Policy 403.6)	20
Smoking-Drinking-Drugs (Board Policy 502.7).....	21
Weapons (Board Policy 502.6)	22
Personal Cell Phones, Email, Text Messaging, Social Networking, etc...	23
District Access to Technology.....	23
System Monitoring.....	24
Sanctions.....	24
Internet Appropriate Use (Board Policy 605.6)	25
Staff Technology Use Regulation (Board Policy 605.6r1_1).....	25
Multicultural/Gender Fair Education (Board Policy 603.4)	27
Notice of Nondiscrimination (Board Policy 102.e1).....	27
Grievance Procedure (Board Policy 102.r1)	27
EEO/AA (Board Policy 401.1)	30
Anti-Bullying / Harassment Policy (Board Policy 104)	31
Anti-Bullying / Harassment Investigation Procedures (Board Policy 104.r1)	33
Asbestos Containing Materials (Board Policy 804.4).....	34
Universal Precautions (Board Policy 403.3r1)	34
Employee Political Activity (Board Policy 401.9).....	36
Child Abuse Reporting (Board Policy 402.2).....	36
Corporal Punishment (Board Policy 503.5)	36
Homeless Youth Enrollment (Board Policy 501.16).....	37
Certified Employee Suspension (Board Policy 407.4)	37
Support Staff Employee Suspension (Board Policy 413.3).....	38
Gifts to Employees (Board Policy 402.4).....	38
Wellness Policy (Board Policy 507.9)	39
Abuse of Students by District Employees (Board Policy 402.3).....	42

District Annual Progress Report	42
Drug and Alcohol Education.....	42
Professional Ethics and Responsibilities	42
Workplace Privacy	43
Workplace Dress (Board Policy 404).....	44
Fraud/Unlawful Gain	44
Mandatory Reporting of Post-Employment Arrests and Convictions.....	44
Harassment and/or Abusive Language.....	44
Confidentiality Rights and Responsibilities.....	45
Background Checks on Employees.....	45
Maternity Leave (Board Policy 403.7).....	47
APPENDIX A.....	48
INTRODUCTION	49
DIVISION I: BASIC PROVISIONS	50
ARTICLE 1 - GRIEVANCE PROCEDURE	50
DIVISION II: BASIC EMPLOYMENT CONDITIONS.....	52
ARTICLE 2 - EMPLOYEE HOURS	52
ARTICLE 3 - VACATIONS AND HOLIDAYS	54
ARTICLE 4 - LEAVES.....	54
ARTICLE 5 - SAFETY.....	59
ARTICLE 6 - EVALUATION PROCEDURES.....	59
ARTICLE 7 - TRANSFER PROCEDURE	59
ARTICLE 8 - STAFF REDUCTION PROCEDURE.....	60
ARTICLE 9 - PROFESSIONAL DEVELOPMENT	61
DIVISION III: SALARIES AND BENEFITS	62
ARTICLE 10 – SALARIES.....	62
ARTICLE 11 - EXTRA DUTY.....	64
ARTICLE 12 - EXTENDED/SPECIAL CONTRACTS	64
ARTICLE 13 - SUPPLEMENTAL PAY.....	65
ARTICLE 14 - INSURANCE	66
ARTICLE 15 - DEDUCTIONS	67
EXHIBIT I - GRIEVANCE REPORT	68
APPENDIX B.....	70
INTRODUCTION	71
ARTICLE 1 - GRIEVANCE PROCEDURE	71

ARTICLE 2 - DEDUCTIONS.....	74
ARTICLE 3 - EMPLOYEE HOURS	74
ARTICLE 4 - WAGES.....	75
ARTICLE 5 - INSURANCE.....	76
ARTICLE 6 - HOLIDAYS	77
ARTICLE 7 - VACATIONS	78
ARTICLE 8 - SICK LEAVE	79
ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE	80
ARTICLE 10 - EXTENDED LEAVES OF ABSENCE	83
ARTICLE 11 - SENIORITY	84
ARTICLE 12 - TRANSFERS	85
ARTICLE 13 - PROCEDURES FOR STAFF REDUCTIONS.....	86
ARTICLE 14 - EMPLOYEE EVALUATION PROCEDURES	87
ARTICLE 14 - PHYSICAL EXAMINATIONS	89
ARTICLE 15 - SAFETY PROVISIONS.....	89
ARTICLE 16 - MISCELLANEOUS.....	90
EXHIBIT I - GRIEVANCE REPORT	91
Acknowledgment of Receipt of Handbook.....	93

Absences - Illness

Certified Staff – Enter your absence into the [Absence Management Program](#) (formerly known as Aesop).

Support Staff - Notify your Principal/Supervisor on the day of the intended absence. Phone numbers are as follows:

- [High School](#) - 712-243-5358
- [Middle School](#) - 712-243-1330
- [Schuler Elementary](#) - 712-243-1370
- [Washington Elementary](#) - 712-243-5234
- [Food Service \(Natalie Ritter\)](#) - 712-243-5369
- [Transportation \(Mark Weis\)](#) - 712-243-3374
- [Maintenance \(Russell Peck\)](#) - (cell: 712-249-3041)
- [Technology \(Roger Warne\)](#) - (cell: 712-249-5973)

Each teacher is required to provide the substitute with the following aids:

1. A current, readable seating chart for each period.
2. Lesson plans for the period in writing and detailed enough to allow the substitute to plan suitable activities.
3. An emergency kit with current class roster, the district crisis plan, and alternative activities.

Tardiness

An employee is expected to be at the job site and ready to begin work at the appointed starting time. Arriving late for work or leaving the job early is not acceptable. In extreme emergencies, notify your immediate supervisor if you need to be late for work. Absence or tardiness because of obligations to another job or outside activity is not acceptable as an excuse. No other income-producing activity takes precedence over your job with the district.

Absences - Request for

- Certified Staff members may request an absence from the school day by entering the information into the [Absence Management Program](#), formerly known as Aesop, a link is found on the district website under District Forms found by selecting Staff Resources under the Quick Links on the district homepage.
- Support Staff members may request an absence from the school day by using the "[Leave Request](#)" form found on the district website under District Forms found by selecting Staff Resources under the Quick Links on the district homepage.
- Personal day requests are to be made at least 48 hours in advance. In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Employees must notify their supervisors or principals of all times when they will be absent. If an employee is absent for three consecutive workdays without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to disciplinary action. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for disciplinary action. Every employee should know to whom they report absences and submit leave requests.

Payroll

1. Certified Employees
 - a. Time cards must be completed for all work performed outside of the regular certified contract. This includes summer professional development and curriculum, weight room supervision, summer education and/or tutoring, credit recovery, etc. Timecards are submitted on a monthly basis and should not have hours from previous months listed. All time cards are due by the 15th of the month following the month in which work was completed (i.e. August hours would be submitted by September 15). Late time cards will not be processed until the next pay cycle.
2. Substitute Certified Employees
 - a. Time sheets must be completed, signed and submitted to Central Office by the 15th of the month following the month in which work was completed (i.e. August hours would be submitted by September 15). Late timesheets will not be processed until the next pay cycle.
3. Support Staff Employees
 - a. Currently, support staff employees (including substitutes) are paid every other Friday. Time sheets must be completed according to the payroll schedule given out (and available on the website) at the beginning of each school year. This schedule also shows when time cards must reach Central Office (except during holiday periods, this is by the Tuesday afternoon following the end of a pay period. Calls will not be made by Central Office to inquire about a missing timesheets.
4. Substitute Support Staff Employees
 - a. Substitute support staff employees are paid according to the pay schedule for permanent support staff employees. All procedures for the permanent support staff employees also apply to substitute support staff employees. A copy of the payroll schedule is available on the school web page. In addition, substitute support staff employees need to make sure that they list the name of the person they are subbing for rather than a teacher name, room number, etc. In addition, if assigned to work with an individual student, the name of the student must also be listed. The administrator for the building in which you provide services must initial the time card for the day(s) in their building. It is the responsibility of the substitute employee to make sure their timecard is submitted in a timely manner. Late time cards will not be processed until the next pay cycle.

Professional Travel Reimbursement (Board Policy 401.7, 401.7r1)

To ensure that as many people as possible will be able to take part in our professional travel program, and to make sure we get as much for our educational dollar as possible with little waste, the following guidelines will be followed:

- I. Academic Program
 - For travel initiated at our request, the district will pay all expenses incurred by the staff member. Employees must use a school vehicle unless one is unavailable on the date of travel.
 - For a travel request initiated by the teacher, and agreed upon by his/her principal, the district will pay the cost of the substitute, mileage, and fifty percent for the registration fee. The teacher is expected to pay fifty percent of the registration fee and any meals and/or lodging.
 - For travel aligning with the district's Teacher Quality Program, the district will pay all expenses approved by the Teacher Quality Committee.
- II. Extra Duty Program
 - For extra duty responsibilities (i.e., all coaching/sponsorships) one day of professional leave will be granted for each extra duty assignment. For any extra duty professional leave involving

students who are participating in the required event, costs will be handled as discussed with building principal and/or activities director.

Office Mail

A mailbox is provided for each employee in the school office. Make it a habit to visit your mailbox regularly to collect mail, the announcements, and other materials.

School Closing Announcements

In case of changes in the school schedule due to roads or weather, tune in to the early morning program on our local FM radio station KSOM (96.5 FM) and KJAN (101.1 FM), on your radio dial. You should also receive a phone call, email and/or text message via JMC. To update your contact information via JMC:

- Log in to JMC via the [Parent Portal](#)
- If you currently have children enrolled in the district, use your established username and password to update your contact information.
- If you do not have children in the district, please log in using this initial username & password
 - Example (John Smith)
 - Username: lastname (smith)
 - Password: first two letters of first name, first two letters of last name, 1111 (josm1111)
- Once you are logged into Parent Portal, choose Parent Information from the menu on the left hand side and update address, phone numbers, etc. and save the updated information.
- You are encouraged to update your password by doing so from the Parent Portal Login screen.

Preparation Periods

All personnel have been assigned some preparation time within the school day. Preparation periods are designed for use in individual student tutoring, collaboration with colleagues, review of student data, and peer review in connection with your own classroom preparation. At no time should you take a "break" when you are assigned to a class or a group of students.

Keys, Doors, and Lights

Electronic key cards are issued to new employees. The schedule for replacement key cards will be as follows:

- Any broken or damaged card will be replaced at no cost to the employee.
- Any lost card must be reported to your building administrator immediately and will be replaced for the employee at no cost.
- Any additional instances of lost cards must be reported building administrator immediately and the employee will be charged \$10.00 for the replacement of the lost card.

Building key cards and room keys are issued to make your job easier. See that they do not fall into the hands of unauthorized persons. **You** are the only authorized person to be entrusted with a key card and/or key(s). Never loan a key to a student regardless of the circumstances! Furthermore, the custodians are instructed never to loan their keys, even to faculty members. **Doors should NEVER be propped open.**

ALL DOORS TO CLASSROOMS ARE TO BE LOCKED WHEN NOT IN USE OR SUPERVISED BY YOU! ALL WINDOWS ARE TO BE LOCKED AT THE END OF THE DAY. PLEASE LOCK YOUR CLASSROOM WHEN LEAVING THE ROOM UNOCCUPIED FOR ANY LENGTH OF TIME.

NOTE: Be sure to instruct the students when they are to report to be admitted for evening meetings or activities. We cannot be responsible for unauthorized people in the buildings at night. Please turn off lights in classrooms, laboratories and other areas when not in use for a period of time. Your cooperation will greatly contribute to reducing costs for the buildings.

Teachers are responsible for the general appearance of their rooms. Damage to school property will not be tolerated. Floors and walkways should be clear to meet fire code and for ease of general cleaning. Personal items are your responsibility, not the school district.

Faculty Meetings

Regular faculty meetings will be held as scheduled in each building. Additional special meetings will be called from time to time before or after school to consider important or pressing business. Sufficient advance notice concerning the nature, time and place of all special meetings will be given. All faculty members are expected to attend all meetings unless excused by the principal.

Faculty Committees

Faculty committees will be appointed for the purpose of studying various school problems affecting the administration and organization of the school and such other matters that relate to teacher and student welfare. Committees will be appointed by the superintendent or principal. All teachers are expected to serve willingly and faithfully when asked to do so.

Class Interruption

No student or teacher may interrupt any class or take any student out of a class without first securing permission from the principal.

Leaving Class

The teacher's place is with the class at all times. Leaving a class to converse with a visitor or to discipline a student is not advisable. The first responsibility of a teacher is the instruction of the students assigned to his/her classes. Leaving the place of duty during a work shift without permission is cause for discipline and will be considered a neglect of duty.

Reports

Teachers are expected to complete and submit various reports from time to time. Please be punctual in turning in reports and other required data. In order to have the district function in a timely manner, all employees are expected to meet deadlines for all assigned paper or electronic reports, including time sheets, grade reports, student records, and testing results. Failure to meet the deadline may result in disciplinary action.

Grading

Teachers are responsible for grading of all of their students for each grading period. All grades are to be turned in to the Principal's office prior to the deadline for the grades.

Leaving the Building

Anytime between your contracted hours or work hours assigned when teachers or staff deems it necessary to leave the building, they must check out through the office. We must know where we can locate you at all times. Failure to check out will be considered a neglect of duty.

Requisitions/ Purchase Orders

All orders for merchandise and services must be approved **prior** to placing an order or requesting a service. Please refer to the [Business Procedures Handbook](#) for further information on procedures to purchase materials and/or services through the district.

Discipline

It is best that teachers handle their own discipline cases. There may be exceptions when it is necessary to confer with the principal relative to the case. It may be necessary to suspend a student from class who fails to respond to disciplinary measures of the teacher. All discipline cases should be cared for in as short of time as possible. Get all facts in the case and then pass judgment.

No standing policy covers all phases of this broad area. The Atlantic Community School Board affirms its intent to support the school discipline policies, its intent to support school staffs who enforce the discipline policies, and its intent to hold school staff accountable for implementing the discipline policies." If you as the teacher have your lessons well-prepared and every minute budgeted with constructive activity, problems of discipline are not likely to arise. Here are several sound rules of classroom discipline:

1. Show genuine interest for each child.
2. Be generous with sincere praise, but do not strive for popularity.
3. Praise in public; censure in private.
4. Be consistent. Children are quick to spot inconsistency.
5. Do not punish an entire group for the misbehavior of one or a few students.
6. Group punishment very seldom helps. There may be rare exceptions.
7. Keep students who are potential problems busy and interested.
8. Do not create situations that encourage students to lie, to challenge your authority, or to test your authority.
9. Never punish in anger or to get even.
10. Allow children to save face when they are in a tight spot.

Teachers should command the utmost respect from pupils. You can demand it, but if you as a teacher are working at being a good teacher, you will find no need to make such a demand. You are not teaching groups; you are teaching individuals. Each student is different. Recognize it.

Field Trips/Speakers

The Atlantic Community School District acknowledges that all students must learn to live and work in a multicultural, nonsexist environment. Furthermore, it recognizes the need for an educational program designed to help students acquire a realistic basis for understanding the culture and lifestyles of people of different racial, ethnic, and socioeconomic backgrounds.

Our goal will be to provide an atmosphere for learning which is devoid of sexist, racist, and ethnic prejudices, discrimination, and separatism. No student shall be denied enrollment in a class because of race, color, creed,

sex, marital status, national origin, religion, sexual orientation, gender identity, socioeconomic status, marital status, or disability.

It is also the policy of this district that curriculum content and instructional materials utilized reflect the cultural and racial diversity present in the United States and the variety of careers, roles, and lifestyles open to all regardless of race, color, creed, sex, marital status, national origin, religion, sexual orientation, gender identity, socioeconomic status, marital status or disability.

Anyone with inquiries regarding compliance with Title 9, Title 6, or Section 504, should contact Josh Rasmussen, middle school principal and the Equity Coordinator for the district or the principal or counselor in your school building.

Class field trips are permissible when thoroughly planned and approved. Each trip is to be reported and scheduled in the Principal's office at least one week in advance. Transportation, if needed, must be approved by the principal and a Transportation Request Form must be completed.

Staff members are encouraged to ask individuals from the community, county, and/or state to come to speak to their classes. Please inform the principal should you have a guest speaker.

Volunteers (Board Policy 903.2)

It is policy of the Atlantic Community School District that parents and/or members of the community who wish to be involved with students, go on field trips, speak to the classes, etc. must complete a Volunteer Disclosure Statement and forms for a background check. This process must be completed prior to the event that they will be assisting with.

Lessons Plans

Lesson plans are an important teaching tool to the organized teacher. Teachers will be expected to have lesson plans available for:

1. Substitute use at all times.
2. Periodic administrative review

Legal Liability

School districts no longer have immunity from liability. This means that the school district can be held liable for wrongful acts of its agents, which would include all staff members. Extending the Iowa law to make school districts liable for actions of its agents does not diminish individual teacher responsibility. Everyone, regardless of position, is liable for his/her own torts. While teachers enjoy a measure of immunity from liability for reasonable punishment of pupils, the immunity does not extend to injury which is caused through willful acts or negligence.

Due to the number of activities in which pupils engage as part of their school work and extracurricular activities, the possibility of someone claiming negligence against a teacher are greater than in many situations. Staff members are reminded to always be aware of what is happening in the school environment. Injuries resulting from industrial arts, laboratory experiments, and physical education have been sources of a great number of suits for damages against school districts and teachers.

Teachers are not to send students unsupervised from any building or classroom.

Use of good judgment and extreme care in all cases when it is possible for pupil injury to occur are the best protection from liability that a teacher has. It is important for pupils, teachers, and the school district to prevent situations from arising which may cause pupil accidents.

Use of Sundays & Wednesdays for Activities (Board Policy 508.2)

In keeping with good community relations, student school activities will not be scheduled on Sunday and Wednesday night after 6:00 p.m. whenever possible. It shall be the responsibility of the principal to oversee the scheduling of school activities for compliance with this policy. Anyone who feels the need to use any time Sunday or Wednesday evening for a school sponsored activity or function must receive prior approval from the building principal or activities director. This will be granted very sparingly and only under certain conditions. Such conditions may include:

1. Inclement weather had not allowed a group or organization to prepare adequately for an impending competition or performance.
2. Scheduling conflicts have not allowed a group or organization to prepare adequately for an impending competition or performance.
3. A very important competition or performance is being held on Monday.

Night Practices and Use of Facilities

Whenever it is necessary to practice with students at night, only those needed should be admitted to the building. Students must never be admitted at such times without a teacher in charge. Custodians cannot be expected to assume responsibility for students' conduct. Arrangements for practices involving students after school hours should be cleared with the activities director.

Fundraising Projects

It is imperative that the administration be made aware of and approves any and all fundraising projects connected with any organization representing the school. Do not begin a project until approval has been given by your principal and/or the district's activities director. Please refer to the district's Business Procedure Handbook for further information and direction.

Assembly Programs and Pep Assemblies

Periodically throughout the year, auditorium/gymnasium programs are scheduled. Teachers are required to attend these programs for the following reasons:

1. The assembly programs are considered to be part of the instructional program.
2. The presence of teachers dispersed throughout the presentation area removes, almost completely, discipline problems at such events and helps to present the kind of audience attention one expects such programs to be given.

Teacher Responsibility for Student Supervision

Teachers assume certain responsibilities whenever they supervise students. Whether this supervision is in the classroom, on field trips, in extracurricular activities, or at any school sponsored activity, teachers are considered to be in charge of the activity and must accept responsibility for controlling student conduct and guiding student decisions.

Whenever teachers supervise student groups on overnight trips, this responsibility begins when the students leave the building and continues until students either return to the school during school hours or are safely provided a way home if outside school hours. As a sponsor you, are responsible for our students at all times while they are under our care until they return home.

Accident Prevention

Safety is our first responsibility! We are legally charged with the safety and welfare of the students under our supervision.

Students must be thoroughly instructed in all safety practices necessary to complete any task--whether it is on the playing field, in the shop, in the laboratory or in any phase of their school life. One may find it necessary to go over safety procedures time and time again.

Students who are unable to use or refuse use of acceptable safety procedures are to be denied participation in the activity.

Eye Protective Devices

Eye protective devices shall be worn in the following classes or classrooms in accordance with the Code of Iowa, section 280.20: science laboratories, industrial arts shop, sculpture and ceramics classes, and vocational agriculture laboratory.

Accidental and Illness Emergencies

- We have extensive emergency protocols. Each staff member should have a waterfall chart with our procedures handy at all times.
- The ACSD [Exposure Control Plan](#) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

Accident and Injury Report

All accidents and any injury to either a student or staff member must be reported to the office and/or school nurse as soon as possible after the incident, within 24 hours. You may feel that the accident does not warrant notifying the office and/or school nurse; however, let us have a record of the incident if for no other reason than your own protection and to have the information recorded. We hope it will not be needed. The appropriate Work Comp paperwork needs to be completed. These forms include:

1. Supervisor Work-Related Injury/Illness Report
2. Employee Work Injury Report
3. Medical Provider Authorization for Medical Treatment
4. Medical Treatment for Your Work Injury or Occupational Illness
5. Witness Report of Incident
6. Authorization to Release information

Worker's Compensation Medical Treatment Procedures

Atlantic Community School District requires work related injuries/illnesses that need treatment beyond the school nurse be treated by **Business Health Solutions medical staff located at the Atlantic Medical Clinic.**

If medical treatment for a work related injury/illness is required during school hours **the employee must first contact a school nurse** located at Washington, the Middle School, or the High School. If further medical attention is required, **the school nurse will provide you with a “Workers Compensation Physician Authorization for Medical Treatment” form** to give to **Business Health Solutions** medical staff to authorize further medical care and **contact Kristy Libby at the Atlantic Medical Center to set up an appointment with a Business Health Solutions physician.** You will receive priority treatment when you present the authorization form for the Work Health Solution staff upon your arrival at the clinic.

In the event an injury occurs when school is not in session or after school hours when there is not a school nurse on duty, but does occur during clinical hours, the employee should directly contact Kristy Libby, 712-250-8108, at the Atlantic Medical Center, located in Cass County Hospital at 1501 E. 10th Street, Atlantic, Iowa, tell them it is a work related injury/illness and **request to see a Work Health Solution** medical staff member.

If an injury occurs during a time when a school nurse is not on duty nor the Business Health Solutions medical staff at Atlantic Medical Center is not open and treatment should not wait until clinic hours the following day, the employee should report directly to Cass County Hospital Emergency Department at 1501 E. 10th Street, Atlantic, Iowa.

In all instances the injured employee must notify his/her supervisor and/or the Workers Comp Coordinator within 24 hours of an injury or work related illness and will be required to complete an “Employee Work Injury Report”.

If you need medical treatment due to a work related injury or illness, the following medical areas are designated workers’ compensation treatment centers for Atlantic Community School District:

<p><u>During School Hours</u> <u>Any School Nurse</u> Laura Freund – Washington (243-5234) Kristi Simpson – Middle School (243-1300) Kelli Evans – High School (243-5358)</p> <p><i>If further treatment is required, the school nurse will refer the employee to Business Health Solutions located at the Atlantic Medical Center.</i></p>	<p><u>After School Hours</u> <i>Business Health Solutions</i> located at: Atlantic Medical Center 1501 E. 10th Street, Atlantic, Iowa Mon–Thurs -- 7:00 a.m. – 7:00 p.m.* Friday – 8:00 a.m.- 5:00 p.m. Saturday – 8:00 a.m. – noon</p> <p><i>*After 5 p.m., treated as Urgent Care Clinic; may go here instead of E.R.</i></p>
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For a **SERIOUS INJURY OR ILLNESS**
(or any treatment that should not wait until clinic hours the next day)
seek treatment at:
Cass County Memorial Hospital
(24 Hour Emergency Care)
1501 E. 10th Street
Atlantic, Iowa 50022

Please Note

If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits, and you may be responsible for all medical costs related to this incident. This is in accordance with Iowa's Workers' Compensation statute.

If you have any questions regarding this procedure, please call the Superintendent's Office, at 243-4252.

Forms may be obtained from any office and/or school nurse. All on-the-job injuries shall be reported to the immediate supervisor and the Principal or Principal's secretary in a timely manner within 24 hours of the incident. This shall be done regardless of whether medical attention is required.

After the claim has been filed there will be an accident investigation conducted. This is to allow the injured worker to give input into what may have caused their injury. It will also allow the school district to look closer in to the incident and be able to fix anything that may have contributed to the incident so that it doesn't happen to someone else. Upon a work comp injury occurring, a meeting will be called to begin the investigative process. This meeting will consist of the district Work Comp Coordinator, Superintendent, Finance Director, the injured employee and the injured employees' supervisor. Together they will go over how the incident occurred and the current work comp process to try and identify any areas that need to be addressed to ensure that the incident doesn't happen again or that the procedures that are in place are working.

Student Disabilities

You may be assigned students with one or more disabilities. You will be informed of students with any known disability--vision, hearing, physical or mental ability, behavior disorder, etc. Teachers may detect difficulties (vision, behavior, hearing or speech) of which even the student is not aware.

When you learn of or suspect a student has a particular disability, please attempt to provide for the student's needs. This may require only a relocation of the student within the classroom so that he/she has better vision of the chalkboard or can hear more of the conversation. If you should have a question regarding a student and his/her disability, check with the school nurse, the counselors, special education teacher, or one of the administrators. Also report any observations for follow-up. Please review the student's cumulative folder to discover background information about the students you teach.

Placement of Flyers or Other Information in Mailboxes and Public Email

It is improper to put anything but United States mail in mailboxes. There is a financial penalty per item. School public email is not to be used for sales or solicitations of any sort.

Proper use of Extension Cords etc.

According to the Iowa State Fire Marshal, it has been noted that there were several violations of Iowa Code involving the use of extension cords, multiple strips, and portable space heaters. The law is very specific about such uses and, in the interest of safety of our students and schools:

- Cords may be lawfully used as a temporary connection to an outlet as long as they are disconnected at the end of each use. They may not be left plugged in at the end of the day.
- Multiple outlet plugs may be used only for the connection of business related equipment.
- Portable electric space heaters are permitted. Only listed and labeled portable, electric space heaters shall be used. Heaters shall be plugged directly into an approved receptacle and cannot be placed within three feet of combustibles. They shall not be plugged into extension cords. All heaters must have an

automatic shut off and cannot exceed the temperature of 212 degrees Fahrenheit (proof needs to be provided from the box or instruction manual).

Safety

It is the responsibility of each teacher to ensure safe equipment and a safe classroom environment for the students. Deficiencies in safety equipment should be reported to the main office. You must give instruction on the safe use of equipment and see to the proper maintenance of such equipment.

Eye protection receives a special notice in Iowa Code Section 280.20 "Every student and teacher in any public or private school, or college or university participating in any of the following courses:"

- Vocational or industrial arts shops or laboratories involving experience with any of the following:
 - Hot molten metals;
 - Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
 - Heat treatment, tempering, or kiln firing of any metal or other materials;
 - Gas or electric arc welding;
 - Repair or servicing of any vehicle while in the shop;
 - Caustic or explosive materials.
- Chemical or combined chemical-physical laboratories involving caustic or explosive chemicals or hot liquids or solids when risk is involved; shall wear industrial quality eye-protective devices at all times while participating, and while in a room or other enclosed area where others are participating, in any phase or activity of such course which may subject the student or teacher to the risk or hazard of eye injury from the materials or processes used in said courses. Visitors to such shops and laboratories shall be furnished with and required to wear the necessary safety devices while such programs are in progress.

It shall be the duty of the teacher or other person supervising the students in said courses to comply with previously stated requirements. Any student failing to comply with such requirements may be temporarily suspended from participation in said course and the registration of a student for such course may be canceled for willful, flagrant or repeated failure to observe the above requirements.

The board of education or governing agency having jurisdiction of any school coming within the purview of this section shall provide the safety devices required herein. Such devices may be paid for from the general fund, but the board may require students and teachers to pay for said devices and shall make them available to students and teachers at no more than the actual cost to the district.

Industrial quality eye protective devices, as used in this section, means devices meeting American National Standard Z87.1-1968, "Practice for Occupational and Educational Eye and Face Protection promulgated by the American National Standards Institute, Inc."

All equipment and arrangements of space must meet the standard of safety as established by OSHA. It is the responsibility of the teacher to establish and maintain these standards. Please report any unsafe conditions in writing to the Principal.

Communication Channels (Board Policy 307)

Questions and problems are resolved at the lowest organizational level nearest to the complaint. School employees are responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community will confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within five (5) school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within five (5) school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. It is within the board's discretion whether to hear the concern.

It will first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Employee Activity Pass Policy

- Teachers need to work two events per year to receive any activity pass, which would allow them and their spouse or guest free admission to local school activities (except state sponsored events). To waive the activity pass, please send a written notification to the activities office the Tuesday before the first home football game.
- Non-Certified Staff - The District shall provide activity passes to Atlantic Community School District activities for all employees and guest.

Student Directory Information (Board Policy 506.2)

Directory information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The district may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information." The district has designated the following as "directory information":

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

Student is defined as an enrolled individual, PK-12 including children in school district sponsored child-care programs. Prior to developing a student directory or to giving general information to the public, parents (including parents of students open enrolled out of the school district and parents of children home schooled in the school district) will be given notice annually of the intent to develop a directory or to give out general information and have the opportunity to deny the inclusion of their child's information in the directory or in the general information about the students.

It is the responsibility of the superintendent to provide notice and to determine the method of notice that will inform parents.

Use of Student Records Regulation (Board Policy 506.1 r1)

Student records are all official records, files, and data directly related to students, including all material incorporated into each student's cumulative record folder and intended for school use or to be available to parties outside the school or school system specifically including, but not necessarily limited to: dates of attendance; academic work completed; level of achievement (grades, standardized test scores); attendance data; scores on standardized intelligence, aptitude, and psychological tests; interest inventory results; health data; family background information; teacher or counselor ratings and observations; and verified reports of serious or recurrent behavior patterns.

The intent of this regulation is to establish procedures for granting requests from parents for access to their child's records, use of the data, and procedures for its transmittal within forty-five calendar days.

1. Access to Records

- a. The parent or legal guardian of a student will have access to these records upon written request to the board secretary.
- b. The parent or legal guardian will, upon written request to the board secretary, have the opportunity to receive an interpretation of the records, have the right to question the data, and, if a difference of opinion is noted, is permitted to file a letter in the cumulative folder stating the dissenting person's position. If further challenge is made to the record, the normal appeal procedures established by school policy will be followed.
- c. A student, eighteen years or older, has the right to determine who, outside the school system, has access to the records. Parents of students who are 18 years or older but still dependents for income tax purposes may access the student's records without prior permission of the student.
- d. School officials having access to student records are defined as having a legitimate educational interest. A school official is a person employed by the school district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school district has contracted to perform a special task (such as an attorney, auditor, AEA employee, medical consultant, or therapist); or a parent or student serving on an official committee, such as disciplinary or grievance committee or student assistance team, or assisting another school official in performing his or her tasks.

2. Release of Information Outside the School

- a. To release student records to other school(s) in which the student intends to enroll, the parents, legal guardian, or eligible student must be notified of the transfer and the kinds of information being released unless the school district annually notifies parents that the records will be sent automatically.
- b. Student records may be released to official education and other government agencies only if allowed by state or federal law.
- c. To release student records to other persons or agencies, written consent is given by the parent, legal guardian, or a student of majority age. This consent form will state which records are released, to whom they are released, and the reason for the release. A copy of the specific records being released will be made available to the person signing the release form if requested.
- d. Before furnishing student records in compliance with judicial orders or pursuant to any lawfully issued subpoena, the school district will make a reasonable attempt to notify the parents, legal guardian, or eligible student are notified in advance.

- e. Student records may be shared with juvenile justice agencies with which the school district has an inter-agency agreement. This information is shared without prior parental consent. The agreement is a public document available for inspection.

Hearing Procedures

1. Upon parental request, the school district will hold a hearing regarding the content of a student's records which the parent believes to be inaccurate, misleading, or in violation of the privacy rights of students.
2. The hearing will be held within a reasonable time after receipt of the parent or eligible student's request. The parent or eligible student will receive reasonable advance notice of date, time and place of the hearing.
3. The hearing officer may be an employee of the school district so long as the employee does not have a direct interest in the outcome of the hearing.
4. The parents or eligible student will be given a full and fair opportunity to present evidence relevant to the issues. The parent or eligible student may be represented by an individual at their choice at their own expense.
5. The hearing officer will render a written decision within a reasonable period after the hearing. The decision will be based upon evidence presented at the hearing and must include a summary of the evidence and the reasons for the decision.
6. The parents may appeal the hearing officer's decision to the superintendent within 10 days if the superintendent does not have a direct interest in the outcome of the hearing.
7. The parents may appeal the superintendent's decision or the hearing officer's decision if the superintendent was unable to hear the appeal, to the board within 15 days. It is within the discretion of the board to hear the appeal.

Compulsory Attendance (Board Policy 501.3)

Parents within the school district who have children over the age six and under the age sixteen by September 15, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the board. Students will attend school the number of days school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 175 days. Students not attending the minimum days must be exempted by this policy as listed below or, referred to the county attorney. Exceptions to this policy include children who:

- have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- are attending religious services or receiving religious instruction;
- are attending an approved or probationally approved private college preparatory school;
- are attending an accredited nonpublic school; or,
- are receiving competent private instruction.

It is the responsibility of the parent of a child to provide evidence of the child's mental and physical inability to attend school or of the child's qualifications for one of the exceptions listed above.

The principal or designee will investigate the cause for a student's truancy. If the principal or designee is unable to secure the truant student's attendance, the principal or designee should discuss the next step with the superintendent. If after superintendent action, the student is still truant, the superintendent will refer the matter over to the county attorney.

The school will participate in mediation if requested by the county attorney. The superintendent will represent the school district in mediation. The school district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.

Tobacco/Nicotine Free Environment (Board Policy 905.2)

School district facilities and grounds, including school vehicles, are off limits for all forms tobacco. This requirement extends to students, employees and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request are required to dispose of tobacco products or leave the school district premises immediately. It is the responsibility of the Superintendent and site-based administration (or designee) to enforce this policy.

Substance-Free Workplace and Notice (Board Policy 403.5)

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

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

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

Drug and Alcohol Work Rules and Notice of Drug and Alcohol Testing Program (Board Policy 403.6)

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

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

program may contact the school district contact person, Transportation Director at 63455 White Pole Rd, Atlantic, Iowa 50022.

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

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

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

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence in the workplace of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

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

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

Smoking-Drinking-Drugs (Board Policy 502.7)

The board prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of beer, wine, alcohol, tobacco, other controlled substances, or "look alike" substances that appear to be tobacco, beer, wine, alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management and welfare of the school district.

The board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase or being in possession of cigarettes, tobacco or tobacco products for those under the age of eighteen, may be reported to the local law enforcement authorities. Possession, use or being under the influence of beer, wine, alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the school board. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

The board believes the substance abuse prevention program will include:

- Age-appropriate, developmentally-based drug and alcohol curriculum for students in grades kindergarten through twelve, which address the legal, social, and health consequences of tobacco, drug and alcohol use and which provide information about effective techniques for resisting peer pressure to use tobacco, drugs or alcohol;
- A statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;
- Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of illicit drugs and alcohol by students on school premises or as part of any of its activities;
- A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, will be imposed on students who violate the policy and a description of those sanctions;
- A statement that students may be required to successfully complete an appropriate rehabilitation program;
- Information about drug and alcohol counseling and rehabilitation and reentry programs available to students;
- A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and
- Notification to parents and students that compliance with the standards of conduct is mandatory.

Weapons (Board Policy 502.6)

The board believes weapons, other dangerous objects and look-a-likes 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.

School district facilities are not an appropriate place for weapons, dangerous objects and look-a-likes. Weapons and other dangerous objects and look-a-likes will be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

Parents of students found to possess weapons, dangerous objects or look-a-likes on school property are notified of the incident. Possession or confiscation of weapons or dangerous objects will be reported to law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to school or knowingly possessing firearms at school will be expelled for not less than one year. The superintendent has the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is

not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

Weapons under the control of law enforcement officials are exempt from this policy. The principal may allow authorized persons to display weapons, other dangerous objects or look-a-likes for educational purposes. Such a display will also be exempt from this policy. It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Personal Cell Phones, Email, Text Messaging, Social Networking, etc...

Please only take personal phone calls and messages during appropriate times, such as, your prep period, in between classes, lunch break, before and/or after school. You may not use these communication tools when you are directly responsible for supervision of students, instructional time, at meetings, during professional development or similar situations. The use of social networking media for personal use is not allowed on district owned equipment. The district discourages staff from having social networking conversations and connections with students. Any use of social media for school purposes should be discussed with your building administrators prior to initiating contact with students.

The Board of Education prohibits staff from socializing with students outside of school on social networking websites, including but not limited to, Facebook, Twitter, Instagram, Snapchat or other similar websites. All staff who participates in social networking websites shall not post any District data, documents, photographs, or other District owned or created information on any website. Further, the posting of any private or confidential District data is strictly prohibited. Staff and students may not post video or photographs of staff or students that may negatively impact or disrupt the educational environment in the school. Staff and students who violate this policy may face discipline, in line with other Board policies and acceptable use agreement, as applicable.

Nothing in this policy prohibits students and/or staff from the use of approved educational websites if such sites are used solely for educational purposes. Access for social networking websites for individual use at school is prohibited.

Coaches or sponsors of activities may create a text list of students and parents in order to communicate more effectively as long as the texts and/or e-mails go to all students and the principal and/or activities director are included in the text or e-mail address list.

Usage of all electronic devices and cell phones are strictly forbidden in restrooms and locker room areas.

District Access to Technology

Access to district networks and electronic information resources is a privilege and not a right and will be provided for the staff as is appropriate to their job responsibilities.

The district makes no warranties of any kind, whether expressed or implied, for the access it is providing. The district is not responsible for any damages suffered by staff or by third parties. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the district or user errors or omissions. Use of any information obtained via the Internet is at the user's risk. The district cannot be responsible for the accuracy or quality of information obtained through the Internet.

Staff will hold the district harmless from staff violations of copyright laws, software licensing requirements, staff access of inappropriate materials, violations by the staff member of others' rights to confidentiality, free speech and privacy, and damage to systems accessed by the staff.

If a staff member accesses, whether accidentally or intentionally, any fee-based telecommunications service or if a staff member incurs other types of costs, the staff member will be responsible for paying those costs. The individual in whose name a system account is issued is responsible at all times for its proper use and payment of all charges incurred for use of telecommunications and Internet reference services that impose fees or other charges for their use. Transmission of material, information, or software in violation of any law, board policy, or regulations is prohibited. The district reserves the right, as further outlined below, to inspect all files on district owned computers, media and servers and on personal devices that the user has asked to attach to district owned equipment or networks.

Any statement of personal belief found on the computer network or Internet or other telecommunications system is implicitly understood to be representative of the author's individual point of view, and not that of the Atlantic Community School District.

System Monitoring

The district unconditionally reserves the right to monitor and examine all files and activity on district computer and network systems. The district technology director or their designee may monitor or examine all system activities as deemed appropriate to ensure proper use of the system. In addition, the directors or their designee may inspect the contents of electronic mail sent by a staff member to an identified address and may disclose the contents to others when required to do so by law or policies of the district, or to investigate complaints regarding electronic mail that is alleged to contain defamatory, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. The determination may be appealed to the Superintendent or his/her designee. The directors or their designee may close an account at any time as required to protect district systems or as a proportional consequence of inappropriate activity. The administration of the Atlantic Community School District may deny, revoke or suspend specific user accounts.

Sanctions

Communication over networks should not be considered to be private or secure. Messages may be diverted accidentally to another or unintentional destination. In the event of student misuse of district equipment or resources, whether accidentally or intentionally, the district may suspend or revoke a system user's privilege of access to the district's computers and network. Failure to abide by district policy and applicable laws governing use of these resources may result in the suspension and/or revocation of access to these resources and/or disciplinary consequences. A staff member is expected to provide full cooperation to district administration, or other agencies, associated with any investigation concerning or relating to misuse of the district's technology resources.

The district reserves the right to charge a staff member for physical damages or for electronic damages incurred from purposeful introduction of viruses or other programs that have the intent of damaging or altering computer programs or files. Fees, fines or other charges may also be imposed as a result of misuse or damage to these technology resources by the staff member.

Prior to disciplinary action or as soon as practical, the building administrator or his/her designee will inform the staff member of the suspected violation and give the staff member an opportunity to present an explanation. The school may take disciplinary action up to and including termination and/or appropriate legal action upon any violation of district policy, administrative regulation and/or state or federal law. When applicable, law enforcement or other agencies may be involved. The district will cooperate with any investigation conducted by any official or agency concerning or related to misuse of the district's technology resources.

Internet Appropriate Use (Board Policy 605.6)

Because technology is a vital part of the school district curriculum, the Internet will be made available to employees and students. Appropriate and equitable use of the Internet will allow employees and students to access resources unavailable through traditional means.

Students will be able to access the Internet through their teachers. Individual student accounts and electronic mail addresses will be issued to students.

The Internet can provide a vast collection of educational resources for students and employees. It is a global network which makes it impossible to control all available information. Because information appears, disappears and changes constantly, it is not possible to predict or control what students may locate. The school district makes no guarantees as to the accuracy of information received on the Internet. Although students will be under teacher supervision while on the network, it is not possible to constantly monitor individual students and what they are accessing on the network. Some students might encounter information that may not be of educational value. Student Internet records and access records are confidential records treated like other student records. Students Internet activities will be monitored by the school district to ensure students are not accessing inappropriate sites that have visual depictions that include obscenity, child pornography or are harmful to minors. The school district will use technology protection measure to protect students from inappropriate access.

Employees and students will be instructed on the appropriate use of the Internet. Parents will be required to sign a permission form to allow their students to access the Internet. Students will sign a form acknowledging they have read and understand the Internet Acceptable Use policy and regulations, that they will comply with the policy and regulations and understand the consequences for violation of the policy or regulations.

Staff Technology Use Regulation (Board Policy 605.6r1_1)

INTERNET - APPROPRIATE USE REGULATION

1. Responsibility for Internet Appropriate Use.
 - a. The authority for appropriate use of electronic Internet resources is delegated to the licensed employees.
 - b. Instruction in the proper use of the Internet will be available to employees who will then provide similar instruction to their students.
 - c. Employees are expected to practice appropriate use of the Internet, and violations may result in discipline up to, and including, discharge.
2. Internet Access
 - a. Access to the Internet is available to teachers and students as a source of information and a vehicle of communication.
 - b. Students will be able to access the Internet through their teachers. Individual student accounts and electronic mail addresses will not be issued to students at this time.
 - i. Making Internet access available to students carries with it the potential that some students might encounter information that may not be appropriate for students. However, on a global network, it is impossible to control all materials. Because information on the Internet appears, disappears and changes, it is not possible to predict or control what students may locate.
 - ii. It is a goal to allow teachers and students access to the rich opportunities on the Internet, while we protect the rights of students and parents who choose not to risk exposure to questionable material.
 - iii. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines which require efficient, ethical and legal utilization of network resources.

- iv. To reduce unnecessary system traffic, users may use real-time conference features such as talk/chat/Internet relay chat only as approved by the supervising teacher.
 - v. Transmission of material, information or software in violation of any board policy or regulation is prohibited.
 - vi. System users will perform a virus check on downloaded files to avoid spreading computer viruses.
 - vii. The school district makes no guarantees as to the accuracy of information received on the Internet.
 - viii. Permission to Use Internet - Annually, parents will grant permission for their student to use the Internet using the prescribed form.
3. Student Use of Internet.
- a. Equal Opportunity - The Internet is available to all students within the school district through teacher access. The amount of time available for each student may be limited by the number of available terminals and the demands for each terminal.
 - b. Online Etiquette.
 - c. The use of the network is a privilege and may be taken away for violation of board policy or regulations. As a user of the Internet, students may be allowed access to other networks. Each network may have its own set of policies and procedures. It is the user's responsibility to abide by the policies and procedures of these other networks.
 - i. Students should adhere to on-line protocol:
 - 1. Respect all copyright and license agreements.
 - 2. Cite all quotes, references and sources.
 - 3. Remain on the system long enough to get needed information, then exit the system.
 - 4. Apply the same privacy, ethical and educational considerations utilized in other forms of communication.
 - ii. Student access for electronic mail will be through the supervising teacher's account. Students should adhere to the following guidelines:
 - 1. Others may be able to read or access the mail so private messages should not be sent.
 - 2. Delete unwanted messages immediately.
 - 3. Use of objectionable language is prohibited.
 - 4. Always sign messages.
 - 5. Always acknowledge receipt of a document or file.
 - d. Restricted Material - Students will not intentionally access or download any text file or picture or engage in any conference that includes material which is obscene, libelous, indecent, vulgar, profane or lewd; advertises any product or service not permitted to minors by law; constitutes insulting or fighting words, the very expression of which injures or harasses others; or presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
 - e. Unauthorized Costs - If a student gains access to any service via the Internet which has a cost involved or if a student incurs other types of costs, the student accessing such a service will be responsible for those costs.
 - f. Student Violations - Consequences and Notifications.
 - i. Students who access restricted items on the Internet are subject to the appropriate action described in board policy or regulations or the following consequences:
 - 1. First Violation - A verbal and written "Warning" notice will be issued to the student. The student may lose Internet access for a period of 2 weeks at the discretion of the supervising teacher. A copy of the notice will be mailed to the student's parent and a copy provided to the building principal.
 - 2. Second Violation - A verbal and written "Second Violation" notice will be issued to the student. A copy of the notice will be sent to the student's parent and a

- copy provided to the building principal. The student will forfeit all Internet privileges for a minimum period of 9 weeks.
3. Third Violation - A verbal and written "Third Violation" notice will be issued to the student. A copy of the notice will be sent to the student's parent and a copy provided to the building principal. The student will forfeit all Internet privileges for 1 semester or for the balance.

Multicultural/Gender Fair Education (Board Policy 603.4)

Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, socioeconomic status, color, sex, marital status, national origin, sexual orientation, gender identity, creed or disability.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans, American Indians, European Americans, and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

Notice of Nondiscrimination (Board Policy 102.e1)

It is the policy of the Atlantic Community School District not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, disability, religion, age, political affiliation, socioeconomic status, or marital status in its programs, activities, or employment practices as required by the Iowa Code sections 216.9 and 256.10(2), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C. §§ 1681 – 1688) Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.). If you have questions or grievances related to compliance with this policy by the Atlantic Community School District, please contact the district's Equity Coordinator – Josh Rasmussen, at Atlantic CSD, 1100 Linn Street, Atlantic, Iowa 50022, phone 712-243-4252, jrasmussen@atlanticiaschools.org, or the Director of the Office for Civil Rights, U.S. Department of Education, 500 W. Madison Street, Suite 1475, Chicago, IL 60661.

Grievance Procedure (Board Policy 102.r1)

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring nondiscrimination in programs and employment.

1. Level One - Principal, Immediate Supervisor or Personnel Contact Person (Informal and Optional - may be bypassed by the grievant)
 - a. Employees with a complaint of discrimination based upon their gender, race, national origin, religion, age, sexual orientation, gender identity or disability are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age, sexual orientation, gender identity or disability are encouraged to first discuss it with the personnel contact person. This paragraph is for employees and “marital status” isn’t a protected class for employees.

- b. A student, or a parent of a student, with a complaint of discrimination based upon their gender, race, national origin, religion, marital status, sexual orientation, gender identity or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.
2. Level Two - Compliance Officer
 - a. If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at Level Two must be within 15 working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.
 3. Level Three - Superintendent/Administrator
 - a. If the complaint is not resolved at Level Two, the grievant may appeal it to Level Three by presenting a written appeal to the superintendent within five working days after the grievant receives the report from the Compliance Officer, the grievant may request a meeting with the Superintendent. The superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, the parents have a right to an impartial hearing to resolve the issue.
 4. Level Four - Appeal to Board
 - a. If the grievant is not satisfied with the superintendent's decision, the grievant can file an appeal with the board within five working days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the U.S. Department of Education Office for Civil Rights or Office of Special Education Programs, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination.

The Compliance Officer is:

Name	Josh Rasmussen
Office Address	1100 Linn St., Atlantic, Iowa 50022
Phone Number	712-243-1330
Office Hours	Monday-Friday 8:00 am - 4:00 pm

Grievance Form (Board Policy 102.e2)

GRIEVANCE FORM FOR COMPLAINTS OF DISCRIMINATION
OR NON-COMPLIANCE WITH FEDERAL OR STATE REGULATIONS
REQUIRING NON-DISCRIMINATION

I, _____, am filing this grievance because

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

(Attach additional sheets if necessary)

Signature _____

Address _____

Phone Number _____

If student, name _____ Grade Level _____

Attendance Center _____

EEO/AA (Board Policy 401.1)

The Atlantic Community School District will provide equal opportunity to all employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years. You can access the district's Affirmative Action Plan on the district's website: www.atlanticiaschools.org.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity and socioeconomic status. In keeping with the law, the board shall consider the veteran status of applicants.

Prior to a final offer of employment for any teaching position, the school district will perform the background checks required by law. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has an initial license from the Board of Educational Examiners (BOEE), then the requirement for a background check is waived.

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

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, shall be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Atlantic Community School District, 1100 Linn Street, Atlantic, Iowa or by telephoning (712) 243-4252.

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

Office for Civil Rights
U.S. Department of Education
Citigroup Center
500 W. Madison Street,
Suite 1475
Chicago, IL 60661-7204
Telephone: (312) 730-1560
Facsimile: (312) 730-1576
Email: OCR.Chicago@ed.gov

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

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

Anti-Bullying / Harassment Policy (Board Policy 104)

Harassment and bullying of student, employees and volunteers are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by other students, by school employees, and by volunteers who have direct contact with students will not be tolerated in the school or school district.

The board prohibits harassment, bullying, hazing, or any other victimization, of students, based on any of the following actual or perceived traits or characteristics, including but not limited to, actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status which creates an objectively hostile school environment.

Harassment against employees based upon the employee's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age or disability is also prohibited.

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

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures which may include suspension or 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. "Volunteer" means an individual who has regular, significant contact with students.

When looking at the totality of the circumstances, harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

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

"Electronic" means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, Internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

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

- Repeated remarks of a demeaning nature;
- Implied or explicit threats concerning one's grades, achievements, property, etc.;
- Demeaning jokes, stories, or activities directed at the student; and/or,
- Unreasonable interference with a student's performance.

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

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

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

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

Any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

Retaliation against any person, because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. 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.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The Building Administrator or designee will be responsible for handling all complaints by students alleging bullying or harassment. The Building Administrator or designee will be responsible for handling all complaints by employees alleging harassment. **All district forms regarding the Anti-Bullying/Harassment Policy can be obtained in each district building in the Principal's office.**

It also is the responsibility of the superintendent, in conjunction with the investigator and Principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize harassment and what to do in case a student is harassed. It will also include proven effective harassment prevention strategies. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment in the school district.

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

- Inclusion in the student handbook,
- Inclusion in the employee handbook

- Inclusion in the registration materials
- Inclusion on the school or school district's web site,
- (other) _____

A copy shall be made to any person at the central administrative office at 1100 Linn St.

Anti-Bullying / Harassment Investigation Procedures (Board Policy 104.r1)

Individuals who feel that they have been harassed should:

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

COMPLAINT PROCEDURE

An individual who believes that the individual has been harassed or bullied will notify Building Administrator, the designated investigator. The alternate investigator is designated by the Building Administrator. The investigator may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

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

INVESTIGATION PROCEDURE

The investigator will reasonably and promptly commence the investigation upon receipt of the complaint. The investigator will interview the complainant and the alleged harasser. The alleged harasser may file a written statement in response to the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of harassment and report the findings and conclusions to the principal. The investigator will provide a copy of the findings of the investigation to the principal.

RESOLUTION OF THE COMPLAINT

Following receipt of the investigator's report, the principal may investigate further, if deemed necessary, and make a determination of any appropriate additional steps which may include discipline.

Prior to the determination of the appropriate remedial action, the principal may, at the principal's discretion, interview the complainant and the alleged harasser. The principal will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser and the investigator will receive notice as to the conclusion of the investigation. The principal will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is confidential.
- Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including suspension and expulsion.

CONFLICTS

If the investigator is a witness to the incident, the alternate investigator shall investigate.

Asbestos Containing Materials (Board Policy 804.4)

Friable and nonfriable asbestos containing materials will be maintained in good condition and appropriate precautions will be followed when the material is disturbed. If there is a need to replace asbestos, it will be replaced with non-asbestos containing materials. Each school building will maintain a copy of the asbestos management plan. Each year there is a training to be completed by all employees.

Universal Precautions (Board Policy 403.3r1)

Universal precautions (UP) are intended to prevent transmission of infection, as well as decrease the risk of exposure for employees and students. It is not currently possible to identify all infected individuals; thus precautions must be used with every individual. UP pertain to blood and other potentially infectious materials (OPIM) containing blood. These precautions do not apply to other body fluids and wastes (OBFW) such as saliva, sputum, feces, tears, nasal secretions, vomitus and urine unless blood is visible in the material. However, these OBFW can be sources of other infections and should be handled as if they are infectious. The single most important step in preventing exposure to and transmission of any infection is anticipating potential contact with infectious materials in routine as well as emergency situations. Based on the type of possible contact, employees and students should be prepared to use the appropriate precautions prior to the contact. Diligent and proper hand washing, the use of barriers, appropriate disposal of waste products and needles, and proper decontamination of spills are essential techniques of infection control. All individuals should respond to situations practicing UP followed by the activation of the school response team plan. Using common sense in the application of these measures will enhance protection of employees and students.

Hand Washing

Proper hand washing is crucial to preventing the spread of infection. Textured jewelry on the hands or wrists should be removed prior to washing and kept off until completion of the procedure and the hands are rewashed. Use of running water, lathering with soap and using friction to clean all hand surfaces is key. Rinse well with running water and dry hands with paper towels.

- Hands should be washed before physical contact with individuals and after contact is completed.

- Hands should be washed after contact with any used equipment.
- If hands (or other skin) come into contact with blood or body fluids, hands should be washed immediately before touching anything else.
- Hands should be washed whether gloves are worn or not and, if gloves are worn, after the gloves are removed.

Barriers

Barriers anticipated to be used at school include disposable gloves, absorbent materials and resuscitation devices. Their use is intended to reduce the risk of contact with blood and body fluids as well as to control the spread of infectious agents from individual to individual. Gloves should be worn when in contact with blood, OPIM or OBFW. Gloves should be removed without touching the outside and disposed of after each use.

Disposal of Waste

Blood, OPIM, OBFW, used gloves, barriers and absorbent materials should be placed in a plastic bag and disposed of in the usual procedure. When the blood or OPIM is liquid, semi-liquid or caked with dried blood, it is not absorbed in materials, and is capable of releasing the substance if compressed, special disposal as regulated waste is required. A Band-Aid, towel, sanitary napkin or other absorbed waste that does not have the potential of releasing the waste if compressed would not be considered regulated waste. It is anticipated schools would only have regulated waste in the case of a severe incident. Needles, syringes and other sharp disposable objects should be placed in special puncture-proof containers and disposed of as regulated waste. Bodily wastes such as urine, vomitus or feces should be disposed of in the sanitary sewer system.

Clean up

Spills of blood and OPIM should be cleaned up immediately. The employee should:

- Wear gloves.
- Clean up the spill with paper towels or other absorbent material.
- Use a solution of one-part household bleach to one hundred parts of water (1:100) or other EPA-approved disinfectant and use it to wash the area well.
- Dispose of gloves, soiled towels and other waste in a plastic bag.
- Clean and disinfect reusable supplies and equipment.

Laundry

Laundry with blood or OPIM should be handled as little as possible with a minimum of agitation. It should be bagged at the location. If it has the potential of releasing the substance when compacted, regulated waste guidelines should be followed. Employees who have contact with this laundry should wear protective barriers.

Exposure

An exposure to blood or OPIM through contact with broken skin, mucous membrane or by needle or sharp stick requires immediate washing, reporting and follow-up.

- Always wash the exposed area immediately with soap and water.
- If a mucous membrane splash (eye or mouth) or exposure of broken skin occurs, irrigate or wash the area thoroughly.
- If a cut or needle stick injury occurs, wash the area thoroughly with soap and water.

The exposure should be reported immediately, the parent or guardian is notified, and the person exposed contacts a physician for further health care.

Each year there is a training to be completed by all employees

Employee Political Activity (Board Policy 401.9)

Employees will not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation of this policy may be grounds for disciplinary action.

Child Abuse Reporting (Board Policy 402.2)

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 encouraged, and licensed employees are required as mandatory reporters, to report alleged incidents of child abuse they become aware of within the scope of their professional duties. The definition of child abuse is in the accompanying regulation.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter will orally or in writing notify the Iowa Department of Human Services. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified. Within forty-eight hours of the oral report, the mandatory reporter will file a written report with the Iowa Department of Human Services.

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

Corporal Punishment (Board Policy 503.5)

Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from:

- Using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:
 - To quell a disturbance or prevent an act that threatens physical harm to any person.
 - To obtain possession of a weapon or other dangerous object within a pupil's control.
 - For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.
 - For the protection of property as provided for in Iowa Code section 704.4 or 704.5.
 - To remove a disruptive pupil from class or any area of school premises or from school-sponsored activities off school premises.
 - To protect a student from the self-infliction of harm.
 - To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

Reasonable physical force should be commensurate with the circumstances of the situation. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

1. The size and physical, mental, and psychological condition of the student;
2. The nature of the student's behavior or misconduct provoking the use of physical force;
3. The instrumentality used in applying the physical force;
4. The extent and nature of resulting injury to the student, if any;

5. The motivation of the school employee using physical force.

Upon request, the student's parents are given an explanation of the reasons for physical force.

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

Notice: Corporal Punishment, Restraint, and Physical Confinement and Detention

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

State law also places limits on school employees' abilities to restrain or confine and detain any student. The law limits why, how, where, and for how long a school employee may restrain or confine and detain a child. If a child is restrained or confined and detained, the school must maintain documentation and must provide certain types of notice to the child's parent. If you have any questions about this state law, please contact your school. The complete text of the law and additional information is available on the Iowa Department of Education's website: www.iowa.gov/educate

Homeless Youth Enrollment (Board Policy 501.16)

The board will make reasonable efforts to identify homeless children and youth of school age within the district, encourage their enrollment and eliminate existing barriers to their receiving an education which may exist in district policies or practices. The designated coordinator for identification of homeless children and for tracking and monitoring programs and activities for these children is the Superintendent or the Superintendent's designee.

The education subtitle of the McKinney-Vento Homeless Assistance Act states the following [42 U.S.C. § 11434a(2)]:

The term "homeless children and youths"—

- means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 11302 (a)(1) of this title); and includes—
 - children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
 - children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 11302 (a)(2)(C) [1] of this title);
 - children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - migratory children (as such term is defined in section 6399 of title 20) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii)

Certified Employee Suspension (Board Policy 407.4)

Licensed employees will perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a licensed employee pending board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It is within the discretion of the superintendent to suspend a licensed employee with or without pay.

In the event of a suspension, appropriate due process will be followed.

Support Staff Employee Suspension (Board Policy 413.3)

Classified employees will perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a classified employee with or without pay pending board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It is within the discretion of the superintendent to suspend a classified employee with or without pay.

In the event of a suspension, due process will be followed. At the next meeting of the Board of Directors, action shall be taken by the Board as to whether or not the employee shall be reinstated or dismissed.

Gifts to Employees (Board Policy 402.4)

Employees may receive a gift on behalf of the school district. Employees will not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below.

- A "restricted donor" is defined as a person or other entity which:
 - Is seeking to be, or is a party to, any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
 - Will be directly and substantially affected financially by the performance or nonperformance of the employee's official duty in a way that is greater than the effect on the public generally or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
 - Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.
- A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. However, "gift" does not include any of the following:
 - Contributions to a candidate or a candidate's committee;
 - Information material relevant to an employee's official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
 - Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
 - An inheritance;
 - Anything available or distributed to the general public free of charge without regard to the official status of the employee;
 - Items received from a charitable, professional, educational or business organization to which the employee belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member's status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
 - Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
 - Plaques or items of negligible resale value given as recognition for public service;
 - Non-monetary items with a value of less than three dollars that are received from any one donor during one calendar day;
 - Items or services solicited or given to a state, national or regional organization in which the state of Iowa or a school district is a member for purposes of a business or educational

- conference, seminar or other meeting or solicited by or given for the same purposes to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees for purposes of a business or educational conference, seminar or other meeting;
- Funeral flowers or memorials to a church or nonprofit organization;
- Gifts other than food, beverages, travel and lodging received by an employee which are received from a person who is a citizen of a country other than the United States and is given during a ceremonial presentation or as a result of a custom of the other country and is of personal value only to the employee
- Gifts which are given to an employee for the employee's wedding or twenty-fifth or fiftieth wedding anniversary;
- Items or services received by members or representatives of members as part of a regularly scheduled event that is part of a business or educational conference, seminar or other meeting that is sponsored and directed by any state, national or regional government organization in which the state of Iowa or a political subdivision of the state of Iowa is a member or received at such an event by members or representatives of members of state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees;
- Payment of salary or expenses by the school district for the cost of attending a meeting of a subunit of an agency when the employee whose expenses are being paid serves on a board, commission, committee, council or other subunit of the agency and the employee is not entitled to receive compensation or reimbursement of expenses from the school district for attending the meeting; or
- Actual registration costs for informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions. The costs of food, drink, lodging and travel are not "registration costs" under this paragraph. Meetings or sessions which a public official or public employee attends for personal or professional licensing purposes are not "informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions" under this paragraph.
- An "honorarium" is anything of value that is accepted by, or on behalf of, an employee as consideration for an appearance, speech or article. An honorarium does not include any of the following:
 - Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
 - A non-monetary gift or series of non-monetary gifts donated within thirty days to a public body, an educational or charitable organization or the Iowa department of general services; or
 - A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person's status as an employee of the district, but, rather, because of some special expertise or other qualification.

It is the responsibility of each employee to know when it is appropriate to accept or reject gifts or an honorarium.

Wellness Policy (Board Policy 507.9)

The Atlantic Community School District, in partnership with the community, is concerned about nutrition and education awareness, responsible eating habits, physical activity and childhood obesity. The entire school environment, not just the classroom, will positively influence a student's understanding, beliefs and habit as they relate to good nutrition and regular physical activity. In trying to address the issues that underlie the soaring rates of childhood obesity, the following recommendations, guidelines and goals are intended to provide:

- * Nutrition education that enables students to make healthy decisions about their eating habits

- * Physical activity that embraces a healthy lifestyle
- * Other school based activity goals
- * Healthy food and beverage options to our students through the district's nutrition services program
- * Access to healthy nutritional food and beverage options throughout the school day

Although teachers and other school personnel can educate, support and reinforce healthy eating and regular physical activity, schools alone cannot solve the wellness issues of our children. It will take the combined efforts of families, schools, communities, governmental agencies, health providers, the food industry and the media to make significant progress. Schools, however, do have an especially critical role to play.

I. NUTRITION EDUCATION GOALS

The Atlantic Community Schools nutrition education curriculum:

- A. Is part of health education classes and classroom instruction in subjects such as physical education, mathematics, science language arts, social sciences, family and consumer science, and electives?
- B. Includes enjoyable, developmentally appropriate and culturally relevant participatory activities.
- C. Promotes fruits, vegetables, whole-grain products and low-fat or fat-free dairy products.
- D. Links with school meal programs, other school foods and nutrition-related community services.
- E. Promotes wellness, healthy lifestyles and safety in every school.

II. PHYSICAL ACTIVITY GOALS

The Atlantic Community Schools will:

- A. Provide **all** middle school and high school students, including those with disabilities or special needs, with a minimum of 120 minutes of physical education per week that teaches skills to students that will encourage lifelong fitness.
- B. Provide elementary students with recess opportunities that include vigorous activity for at least 20 minutes daily as well as regularly scheduled physical education classes.
- C. Discourage all employees from using physical activity (e.g., running laps, pushups) or withholding opportunities for physical activity (e.g., recess, physical education) as punishment.
- D. Encourage physical activity as a reward in place of food or candy.

III. OTHER SCHOOL-BASED ACTIVITY GOALS

The Atlantic Community School District will:

- A. Discourage sedentary activities when they are not instructionally appropriate, e.g. watching popular movies and/or playing computer games.
- B. Encourage opportunities for physical activities to be incorporated into lessons across all subject areas.
- C. Encourage classroom teachers to provide short physical activity breaks between lessons or classes, as appropriate.
- D. Offer healthy eating guidelines to parents, send home nutrition information, post nutrition tips on school web sites, and provide nutrient analyses of school menus.
- E. Provide parents, employees, and students with suggestions of healthy food ideas and non-food incentives for celebrations/parties, rewards and fundraising activities. It is understood that the serving of treats and snacks as an incentive or as part of an occasional classroom celebration or special event is a popular tradition that, used in moderation, provides motivation and a needed break. Parents, employees and students are encouraged to consider these guidelines and goals in selecting treats and snacks to be served to a group or classroom during the regular school day.
- G. Promote healthy foods, including fruit, vegetables, whole grains, and low-fat dairy products.
- H. Promote School based marketing to be consistent with nutrition education and health promotion.
- I. Value the health and well-being of all employees and will plan and implement activities and policies that support personal efforts in healthy eating, physical activity, and other elements of a healthy lifestyle.
- J. Encourage buildings to nominate 1-2 staff to join the wellness committee and represent their building and encourage and promote wellness activities among their peers.

IV. NUTRITION GUIDELINES AVAILABLE FOR ALL FOODS AVAILABLE ON CAMPUS:

The Atlantic Community School District will:

- A. Encourage balance, variety and moderation in making food choices.
- B. Meals, beverages, and ala carte items served through Nutrition Services Program will meet the requirements of the Child Nutrition Act (42 U.S. C. 1779).
- C. Food and beverages served in district vending machines will encourage healthy choices for students.
- D. Pursue meal time schedules that strive to provide students with at least 10 minutes to eat after sitting down for breakfast and 15 minutes after sitting down for lunch, and will also strive to hold lunch periods to follow morning/noon recess periods (elementary school).
- E. Encourage all staff (including teachers and administrators) to minimize the use of foods and beverages as rewards for academic performance or good behavior. The use of non-food rewards and incentive should be used to encourage academic performance and good behavior should be maximized. Staff members should not withhold food or beverages (including food served through meals) as punishment.
- F. Provide food and beverages offered or sold as concessions at school-sponsored events to include healthy choices.
- G. Limit portion sizes of foods and beverages **sold individually** to:
 - 1. 1.25 oz. for chips, crackers, popcorn, cereal, trail mix, nuts, seeds and dried fruit.
 - 2. 1.25 oz. for cookies, 2 oz for granola type bars
 - 3. 8 fluid oz. for juice at middle school
 - 4. 6 oz. for non-frozen yogurt
 - 5. 16 fluid oz. for beverages, including milk and water to students at the high school.
- H. Snacks served during the school day will make a positive contribution to student's diets and health. Fruits and vegetables are the primary snack option. The school will disseminate a list of suggested snack items to teachers and parents. The district encourages parents and teachers to provide food that is commercially packaged or comes from the school nutrition department cateringsite.
- I. Employ qualified nutrition professionals to administer meal programs and will provide appropriate certification and/or training programs for food services directors, head cooks, and cafeteria workers, according to their levels of responsibility.

V. PLAN FOR IMPLEMENTATION

- A. The school wellness committee will implement this policy by gathering more information and suggestions from:
 - * Focus groups with parents and secondary students
 - * Wellness committee and administrator input
- A. Monitoring of this policy will be coordinated through the wellness coordinator and administrators.
- B. In each school the principal will ensure compliance with those policies and will report to the wellness coordinator via quarterly surveys.
- C. Food service staff will ensure compliance with the nutrition policies within food service areas.
- D. The wellness coordinator will develop a summary report every year on school district compliance with the wellness policy. This summary will be provided to the school board and also distributed to parent/teacher organizations, principals, health service personnel in the district, as well as being posted on the school website.
- E. The wellness committee will annually identify indicators of successful implementation of this policy, and report these areas to the superintendent and school.
- F. This policy will be reviewed by the wellness committee and school administration every year.
- G. The curriculum coordinator will ensure nutrition education goals, physical activity goals and guidelines, and other school-based activities are included in the K-12 curriculum, as various curricular areas come up for review, update, and revision.

Abuse of Students by District Employees (Board Policy 402.3)

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

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

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

District Annual Progress Report

The District's annual progress report is posted on the District's website at www.atlanticiaschools.org or a paper copy can be requested by calling the Superintendent 712-243-4252.

Drug and Alcohol Education

Federal Law (P.L. 101-226) requires that all school districts submit a certification that they have adopted and implemented a drug prevention program.

The major focus of this legislation is to ensure that all school districts throughout the United States communicate to their students, employees, and parents that the use of illicit drugs and the unlawful possession and/or use of alcohol are wrong and harmful.

Drug and Alcohol Education is an important part of the Atlantic Community School District's health curriculum. We further demonstrate our commitment to eradicating drug and alcohol abuse in the community by emphasizing the negatives associated with drug and alcohol abuse throughout our district's programs and activities.

The Atlantic Community School District is keeping and will continue to keep the problems associated with the abuse of drugs and alcohol at the forefront of our health curriculum. Your continued support is needed and appreciated as together we strive to keep our community drug-free.

Professional Ethics and Responsibilities

District employees are expected to perform their jobs in an ethical and honest manner. Any actions deemed unethical or dishonest will incur appropriate discipline. Licensed staff members are expected to know and

understand the Code of Ethics of the Iowa Board of Educational Examiners. It is available at <http://www.iowa.gov/boee/doc/ethHndot.pdf>.

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

Loafing, loitering, sleeping, engaging in unauthorized personal business or prolonged visiting while on duty is strictly prohibited and will result in discipline.

Patrons of the district are to be treated with respect on school grounds and at school events. Employees should be courteous at all times, and report to district administration any mistreatment by district patrons. Employee safety is a major district concern, and employees should remove themselves and report any situations where their safety may be compromised.

District students are to be treated with respect on school grounds and at school events. Employees should be courteous at all times, and report to district administration any mistreatment by students. Employee as well as student safety is a major district concern, and employees should remove themselves and report any situations where their safety may be compromised. Employees must report any incident of mistreatment of students by a school employee.

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

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

Any verbal or physical altercations between or among employees or others will not be tolerated and may subject the employee(s) to disciplinary action. Threatening, intimidating, interfering with, or using abusive and profane language toward others, including ethnic slurs, will not be tolerated by district employees. Violation will incur discipline, up to and including termination.

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.

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. As role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene.

Any employee who is arrested or convicted shall report such to the district administration. Failure to do so shall incur discipline, up to and including termination.

Workplace Privacy

The school 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 are only to be used for conducting school district business.

As a part of their employment, the school district may make a desk or work space available to employees. The desk and/or the work space provided are school district property. Because the desk and the work space are district property, not the personal property of the employee, the desk and the work space are subject to being inspected by the district at any time, with or without notice to the employee.

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

If the district conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection.

Workplace Dress (Board Policy 404)

Employees will conduct themselves in a professional manner. Employees will dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes, which would interfere with or have an effect on the educational process.

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. Any licensed employee will also be charged with fraud as a violation of the Iowa Board of Educational Examiners' Code of Ethics and the district will petition for license revocation.

Mandatory Reporting of Post-Employment Arrests and Convictions

Any employee who is arrested or convicted shall report such to the district administration. Failure to do so shall incur discipline, up to and including termination.

Harassment and/or Abusive Language

Harassment and bullying of students, employees, coworkers, administration, volunteers and visitors are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students and others by other students, by school employees, by volunteers and visitors who have direct contact with students will not be tolerated in the school or school district. Threatening, intimidating, interfering with, or using abusive and profane language toward others, including ethnic slurs, will not be tolerated by district employees. Violation will incur discipline, up to and including termination.

Confidentiality Rights and Responsibilities

As an employee of the Atlantic Community School District, understand that it is your responsibility to treat information about students, staff, and other situations of a professional nature as confidential. The information that should be shared only with others directly involved in each situation includes:

- Assessment data, attendance, and discipline records or any other information found in the students' files.
- Personal health information as defined by the HIPAA Act. This includes information about a student or staff member's health care history, genetic information, illnesses or treatment of illnesses, provision of health care to coworkers, families, students, or payment of healthcare information.
- Personal information such as discipline records, attendance records, reference information, or other confidential matters found in an employee's personnel file.
- Any other confidential information that your supervisor has directed you to hold confidential.

Understand that the use of district technology services such as the Internet and e-mail is not confidential, private, or secure. Further, understand that it is your responsibility to adhere to all Atlantic School Board Policies.

Give careful thought to what you discuss concerning school matters 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 critical community members to the school principal or other staff members. Much care and judgment must be exercised in the handling of confidential information.

Understand that the transmission, either intentionally or unintentionally, of confidential information should be avoided unless it is done as part of your specific job responsibilities.

Understand that any violation of confidentiality laws, policies, or procedures could lead to disciplinary action up to and including termination of your employment.

Understand that if you have any questions or concerns about the sharing of confidential information you should speak with your direct supervisor.

Background Checks on Employees

The Board believes in hiring and using quality employees and volunteers and supports appropriate background checks for all employees to promote staff and student safety. Therefore, the Board authorizes the superintendent and/or the superintendent's designee to access and review specific information for each applicant for employment, and every current employee pursuant to this policy.

Applicants for Employment

For every applicant for employment with the District, the superintendent and/or the superintendent's designee shall access and review certain background information for the applicant prior to hiring the applicant. The superintendent and/or the superintendent's designee shall access and review background information regarding the applicant from the following sources:

1. the Iowa court information system available to the general public;
2. the sex offender registry system available to the general public;
3. the central registry for child abuse information;
4. the central registry for dependent adult abuse information; and
5. the national criminal history database.

The superintendent and/or the superintendent's designee may utilize a background check service that meets the requirements of law to access this information.

If required by law, the superintendent and/or the superintendent's designee shall also obtain the applicant's fingerprints and submit the fingerprints to the division for submission to the federal bureau of investigation for a national criminal history record check.

The superintendent and/or the superintendent's designee will perform an 'initial hire' background check even if the Board of Educational Examiners ("BOEE") has recently conducted a background check of the applicant.

The applicant for employment shall not be charged for said background check, except as otherwise stated in this policy and/or permitted by law. If the applicant is an employee who holds a license through the BOEE other than an initial license, the applicant may be charged a fee not to exceed the actual cost incurred by and/or charged to the District for the state and national criminal history checks and registry checks required under Iowa law.

An applicant for employment who is listed on the sex offender registry, the central registry for child abuse information or the central registry for dependent adult abuse information or who has engaged in other behavior that may affect the applicant's position with the district, as provided in the Iowa court information system or the national criminal history database, shall not be considered for employment with the District.

Current Employees

For every current employee employed by the District, the superintendent and/or the superintendent's designee shall access and review certain background information regarding the employee at least every five (5) years. The superintendent and/or the superintendent's designee shall access and review background information regarding the employee from the following sources:

1. the Iowa court information system available to the general public;
2. the sex offender registry system available to the general public;
3. the central registry for child abuse information;
4. the central registry for dependent adult abuse information; and
5. the national criminal history database. The superintendent may utilize a background check service that meets the requirements of law to access this information.

The superintendent and/or the superintendent's designee shall access and review the above background information regarding the employee at least every five (5) years. For bus drivers the superintendent or designee shall access and review the above background information regarding the employee at least every five (5) years during the twelve-month period when the employee's license is renewed. For all other employees, the superintendent and/or the superintendent's designee shall access and review the above background information regarding the employee at least every five (5) years during the twelve-month period preceding every fifth-year anniversary of the employee's date of hire. The superintendent and/or the superintendent's designee shall establish a schedule to review current employees' background information.

The superintendent is not required to conduct background checks for current employees who are licensed with the BOEE and who have undergone certificate-renewal background checks through the BOEE. The superintendent may rely upon the certificate-renewal background checks conducted by the BOEE for current employees licensed by the BOEE.

The employee shall not be charged for said background check, except as otherwise stated in this policy and/or permitted by law. If the employee holds a license through the BOEE other than an initial license, the applicant may be charged a fee not to exceed the actual cost incurred by and/or charged to the District for the state and national criminal history checks and registry checks required under Iowa law.

An employee who is listed on the sex offender registry, the central registry for child abuse information or the central registry for dependent adult abuse information or who has engaged in other behavior that may affect the employee's position with the district, as revealed and documented by the background check, shall be subject to

immediate suspension from the employee's duties, pending a termination hearing that shall be conducted pursuant to applicable Iowa law.

Documentation

The superintendent and/or the superintendent's designee shall be responsible for maintaining documentation demonstrating compliance with this policy.

Maternity Leave (Board Policy 403.7)

The Atlantic Community School District will follow all applicable state and federal laws with respect to an employee's maternity leave.

An employee wishing to use maternity leave shall notify her supervisor and provide an estimated return date no later than two (2) months prior to the anticipated due date. In addition, the employee **will be required** to complete FMLA paperwork prior to the start of the maternity leave.

An employee may use up to 12 (twelve) weeks of the employee's available sick leave as paid maternity leave following the birth of the child as allowed under FMLA regulations. The maternity/FMLA leave shall start on the date of the newborn's birth. An employee whose maternity/FMLA leave begins during a time the employee is not expected to report to work (during the summer) the employee shall not be deducted any sick leave during the time the employee is not expected to report. For example, an employee who gives birth on August 1 is entitled to twelve weeks of maternity leave from this date. However, the employee will not be deducted any sick leave days until the employee's first contracted day. An employee on maternity leave should notify her supervisor no later than two (2) weeks prior to the conclusion of her leave of her intent to return to work and confirm her anticipated return date

An employee taking unpaid maternity leave who has amounts normally withheld from the employee's paycheck (i.e., for the employee's portion of any insurance premiums), shall contact the District's payroll administrator regarding how the employee will pay for these withholdings.

Employee Handbook - Teachers
Atlantic Community School District
2020-21

INTRODUCTION

Section 1: Applicability

- A. Appendix A of this Employee Handbook shall apply to all full-time and regular part-time professional employees, except it does not apply to the superintendent, principals, non-professional employees, or any substitute employees.

Section 2: Effect of Employee Handbook

- A. This Employee Handbook, including Appendix A and Appendix B, is not intended to imply any contract of employment or any contractual rights. This Employee Handbook, including Appendix A and Appendix B, does not represent a contractual obligation on the part of the Atlantic Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

Solely the District shall maintain this Employee Handbook, including Appendix A and Appendix B. The Board of Directors of the Atlantic Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook, including Appendix A and Appendix B.

Section 3: Effective Dates

- A. This Employee Handbook, including Appendix A and Appendix B, shall be effective upon being approved or accepted by the Board of Directors of the Atlantic Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by the Employee Handbook and/or the applicable Appendix.

Section 4: Savings Clause

- A. Should any section or language of this Employee Handbook, including Appendix A and Appendix B, be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook and/or the applicable Appendix to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

DIVISION I: BASIC PROVISIONS

ARTICLE 1 - GRIEVANCE PROCEDURE

Section 1: Definition

A. Grievance

A grievance is an allegation by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of Appendix A of this Employee Handbook.

B. Aggrieved Person

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

C. Party of Interest

A "party of interest" is the person or persons making the complaint and any person, or their representative who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. Group of Employees

A group of employees shall be defined as the entire staff of a building or a district wide cross section of employees with a common assignment or interest.

Section 2: Purpose

- A. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlements of alleged grievances over the interpretation and application of Appendix A of this Employee Handbook. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3: Year-end Grievance

- A. 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 the party in interest, the time limits set forth herein may be reduced by mutual consent of the Superintendent and the grievant 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.

Section 4: Time Limit

- A. The failure of an employee grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. 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 may be extended by mutual agreement.
- B. It is agreed that an investigation, handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever

of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement.

Section 5: Level One (Informal)

- A. An employee with a grievance shall first discuss it with the principal or immediate administrative supervisor with the objective of resolving the matter informally. Such discussions shall commence within fifteen (15) school days of the alleged occurrence of the grievance.

Section 6: Level Two

- A. If, as a result of the informal discussion with the principal or immediate administrative supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on his/her own or as part of a group not later than ten (10) school days following discussion with the principal or immediate administrative supervisor, on the form set forth in Exhibit 1. The grievance form shall be available from the building administrator in each building and said form shall be signed by the grievant. The grievance form shall be delivered to the appropriate principal or immediate administrative supervisor.
- B. The appropriate principal or immediate administrative supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.
- C. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three within ten (10) school days.

Section 7: Level Three

- A. The Superintendent or his/her designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within ten (10) school days of the meeting of the parties, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person.
- B. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition of the grievance has been made within the time limits of this section, the aggrieved person may transmit the grievance to Level Four within ten (10) school days of the report from Level Three.

Section 8: Level Four

- A. Within ten (10) school days following the formal third step, the aggrieved person may submit a request to the Atlantic Community School District Board of Directors to appeal the decision of the Superintendent. The Board may elect to have an informal hearing related to the grievance or may issue a response to the grievance without an informal hearing. The decision by the Board shall be final and binding.
- B. If the grievant files any claim or complaint in any forum other than under the grievance procedure of Appendix A of this Employee Handbook, then the school district shall not be required to process the same claim or set of facts through this grievance procedure.

Section 9: Representation and Privacy

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative.
- B. All decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest.
- C. 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.
- D. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representative, heretofore referred to in this Article.

DIVISION II: BASIC EMPLOYMENT CONDITIONS

ARTICLE 2 - EMPLOYEE HOURS

Section 1: Workday

- A. Length of Workday
The workday shall be from 7:45 a.m. – 3:45 p.m. Any variation from the above shall be:
 - 1. Solely at the discretion of the building principal.
 - 2. If District professional development extends the work day, comp time will be made available for the staff.
- B. Arrival and Leaving Time
 - a. Employees may leave on Fridays, before holidays, and the last day of the first semester ten (10) minutes after students leave.
- C. Availability during Workday
 - a. Employees shall be available in their buildings in their area of teaching responsibility or other area(s) as assigned by the principal during the workday.

Section 2: Lunch Period

- A. Duty Free Lunch Time
Employees will have a duty-free lunch time of twenty-five (25) minutes, except in cases of emergencies as determined by the building principal.
- B. Leaving the Building
Employees may leave the building during their scheduled duty-free lunch time after requesting permission from the building principal or, if the principal is unavailable, notifying the principal's secretary of their specific location.

Section 3: Faculty Meetings

- A. The administration will endeavor to schedule general faculty meetings (those that require all faculty members to attend) within the 8:00 to 4:00 time period. For those meetings beginning prior to 8:00 or going beyond 4:00 the administration will notify the faculty forty-eight (48) hours in advance except in emergencies. Faculty members may bring prior commitments to the administrator's attention for his/her consideration. Except in case of emergencies or circumstances beyond the control of the administration, meetings will not be called on Fridays or on days immediately preceding holidays or other days when teacher attendance is not required at school. Employees will have the opportunity to suggest items for the agenda. Approval of the principal will be obtained for department meetings and faculty meetings.

Section 4: Preparation Time

- A. Daily Preparation Time
Employees will have an average daily preparation time as follows:
 - 1. Elementary Teachers--Thirty (30) minutes during time students are in school.
 - 2. Middle and Senior High School Teachers - one (1) class period.
- B. Substituting during Preparation Time
Employees used as substitutes during their preparation time will be reimbursed at the rate of twenty-three dollars and thirty-two cents (\$23.32) per period for 2020-2021. This amount will change annually by the percent of change in the BA base salary in the future. They will be paid once each month on their regular check for their substituting. The amount of pay for substituting will be listed on the check stub.
- C. Leaving during Preparation Time
Employees may leave the building during preparation time with permission of the principal.

Section 5: School-Sponsored Activity Duties

- A. Employees working at school-sponsored activity duties outside the school day, and at which their attendance is not required as a result of the activities they sponsor or coach and at which the administration determines supervisors are needed will be reimbursed at the rate of twenty-three dollars and fifty cents (\$23.50) per session per event worked during the week, and thirty-two dollars and fifty cents (\$32.50) per session per event held on Saturday and/or Sunday. Length of each session will be approximately three hours of work.
- B. The events included will be those held outside the regular work day and shall include Middle School and Senior High School music programs, plays, musicals, school dances, elementary music programs, plus math bees, spelling bees, History Day, Iowa Writers, or approved like educational activities.
- C. If adequate and satisfactory faculty volunteers are available, they will be used, assigned, and paid. In the event that more than one person volunteers for any given duty, the most senior staff member will be given that particular duty. Faculty members may volunteer for more than two duties. If there are not sufficient and satisfactory faculty volunteers available, the appropriate administrator shall make the necessary assignments by rotating staff assignments.

- D. Teachers need to work two events per year to receive any activity pass, which would allow them and their spouse or guest free admission to local school activities (except state sponsored events). To waive the activity pass, please send a written notification to the activities office the Tuesday before the first home football game.

ARTICLE 3 - VACATIONS AND HOLIDAYS

Section 1: Holidays

- A. The following paid holidays will be observed: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day when it falls during the school term.
- B. When Memorial Day does not fall during the school term, an alternate holiday will become the paid holiday.

Section 2: Vacations

- A. Non-paid vacations will be set out in the school calendar. Days missed due to inclement weather will be made up as determined by the Board, upon recommendation of the calendar committee and as set out in the school calendar.

ARTICLE 4 - LEAVES

Section 1: Personal Sick Leave

- A. Any time after the employee has reported for duty, sick leave will be granted. First year of employment and thereafter -15 days.
- B. The sick leave schedule applies to consecutive years in the Atlantic Schools. Unused sick leave days are cumulative to a maximum of one hundred five (105) days. Evidence confirming the necessity of absence or the ability and date to return to work may be required, and shall be approved by the administration.
- C. Part-time employee's sick leave will be granted on a pro-rata basis.

Section 2: Sick Leave Bank

1. Creation
 - Enrollment may begin prior to September 30th or within 20 days of hire, whichever is first, each year,
 - A committee of three employees covered by Appendix A of this Employee Handbook and three administrators will manage the Sick Leave Bank,
 - The employees and/or administration will inform new employees of the Sick Leave Bank,
2. Eligibility
 - Any employee who receives paid leave.

- Any employee who has enrolled and contributed a sick leave day to the Sick Leave Bank is eligible.
 - Any employee not eligible for long-term disability who is a Sick Leave Bank member and who has depleted his/her sick, personal and vacation leave time.
3. Contributions
- Each participant who elects to participate will contribute one sick leave day by September 30 or within 20 days of hire.
 - At the end of each school year the unused days will be dissolved.
 - The members may elect to continue participation by donating an additional day during the next open enrollment period.
 - A donated day will not be counted against the attendance incentive.
4. Use
- The Sick Leave Bank may be used in cases of sickness or injury to the employee.
 - The application to use the Sick Leave Bank must be made to the committee for three (3) to ten (10) days.
 - Applications will be reviewed and applicants will be notified within three (3) business days of the request.
 - Each year an accounting of the Sick Leave Bank will be given to the employee representative on the District's Labor Management Committee.
 - All information of the origin of donated days and applications submitted will be kept confidential.
 - The use of the Sick Leave Bank is not subject to the grievance process.

Section 3: Bereavement Leave or Family Illness in the Immediate Family

A. Immediate Family Defined

"Immediate Family" is to be limited to the following relatives of the teacher or spouse: parent, child, wife, husband, brother, sister, uncle, aunt, grandparent, or grandchild, daughter-in-law or son-in-law, brother-in-law or sister-in-law, guardianship or conservatorship or anyone living in employee's household.

B. Family Illness

Employees may use up to seven (7) days of sick leave for family illness per year in the employee's immediate family; including guardianship, conservatorship, or anyone living in an employee's household.

C. Bereavement Leave

A leave of not more than five (5) days per year for each death in the immediate family of the teacher or spouse.

D. Substitute Pay Deduction for Additional Days

After five (5) days per death of bereavement leave in one year or after seven (7) full days of family illness in one year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate will be deducted even if no substitute is required, unless school is not in session and days will be made up (snow days). Such leave must receive the prior approval of the administration.

Superintendent, or designee, may approve an extension of bereavement leave and family illness leave, upon written request, due to extenuating circumstances.

Section 4: Absences for Other Reasons

A. Other Funeral

Up to one (1) additional day per year is allowed to use in the event of the death of a friend or relative outside the employee's immediate family (as defined in Section 3A, above) at no deduction.

After one (1) day per year of other funeral leave, the cost of a substitute in the amount equal to the daily substitute rate will be deducted even if no substitute is required, unless school is not in session and days will be made up (snow days). Such leave must receive the prior approval of the administration.

B. Contests, Festivals, Extra-Curricular Activities

Contests and Festivals, and other extra-curricular activities are counted as part of the employee's work and do not involve pay deductions. Approval is secured from principal or Superintendent.

C. Staff and/or Professional Development Meetings

Attendance at staff and/or professional development meetings outside of the district is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a staff and/or professional development meeting outside of the district, a written request for approval of such absence on a form as provided by the Employer should be filed by the employee at least seven days prior to the first day of anticipated absence.

Professional days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

D. Personal Leave

Employees will receive two (2) days of personal leave with pay each year. Such leave may accumulate to a maximum of three (3) days in any one year. In addition, teachers will have three (3) days personal leave at a deduction equal to the daily rate for substitutes. Since the absence is a contract day, a deduction will be taken even if no substitute is used. Personal leave days may not be used to extend a vacation or holiday, unless the administration approves the absence for an officially sanctioned "state" event in which the employee's own child is participating. This request shall be made to the appropriate administrator no less than forty-eight (48) hours in advance of the absence. Upon administration approval of a day to extend a holiday, the day will be at full deduction. Paid leave must be used before unpaid leave is granted.

Teachers requesting personal leave to be used during the last ten (10) days of the school year must submit their request to the Administrative Team for approval no less than thirty (30)

days prior to the date of the absence. Employees not using their accumulated day of personal leave from the preceding year may be reimbursed at the rate of fifty dollars (\$50.00) for one day or twenty-five dollars (\$25.00) for one half day. This request for payment shall be made to the Office of the Superintendent by May 30 and will be paid on the employee's June paycheck.

The number of teachers gone for personal leave at any one time will be no more than two teachers at Schuler Elementary and Middle School and three teachers at Washington and Senior High.

E. Emergency Leave

Each employee will be permitted one (1) day of Emergency Leave at the cost of a substitute where the issue is of unusual circumstances beyond the control of the staff member. A building administrator must approve this type of leave. Emergency days are non-cumulative and do not carry forward to the next year.

F. Attendance Incentive

Any employee who uses no paid leave (sick or personal) excluding professional, jury or bereavement leave during a contracted year will be paid as follows:

0 days	=	\$500
1 day	=	\$400
2 days	=	\$300

G. Substitute Teachers

Substitute teachers are required to complete a form to be supplied by the building principal which is to be signed by the regular teacher and sent to the principal's office. No teacher is to pay a substitute - this will be done by the school and the deduction, if there is to be one, will be made from the regular teacher's salary. The rate of pay per day for a substitute teacher is determined annually.

Section 5: Jury Duty

A. In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between the normal salary and the compensation received for jury duty shall be paid. 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 by the District.

1. The employee shall sign over pay received for jury duty to the Central Office in lieu of a deduction, equal to the amount paid for jury duty compensation, from the employee's normal salary.

Section 6: Military Leave

A. Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of the military service, the individual is entitled to reinstatement at the same salary he would have received had he not taken such leave but subject to the following conditions: that the position was not abolished; that he/she is physically and mentally capable

of performing the duties of the position; that he/she makes written application for reinstatement to the Superintendent of schools within ninety (90) days after termination of military service, and that he submits an honorable discharge from military service.

Section 7: Association Leave

A. Association Leave

Up to four (4) days each year shall be available to the Association for its elected representative(s) to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The Association shall reimburse the Board for the cost of substitute teachers for absent employees.

Section 8: Educational Leave

A. The Board may grant educational leave with the following provisions:

1. Must have taught in District at least five (5) years immediately prior to requesting leave.
2. Area of study must be in area of teaching assignment or other areas approved by the Board at an appropriately accredited college or university.
3. Leave for not more than one school year duration.
4. Will not receive longevity credit for year gone.
5. Sick leave and seniority will be frozen while gone.
6. No more than two (2) educational leaves in the school system in any one year.

Section 9: Family and Medical Leave ACT (FMLA)

- #### A. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. This would include birth and care of child, adoption or foster care, spouse, child or parental care, serious health condition or certain military conditions (please refer to the FMLA laws for specific details, including eligibility requirements). No provision of the Act is diminished by the inclusion of this provision in this Employee Handbook nor are the pre-existing family or medical leave provisions of this Employee Handbook diminished by the inclusion of this provision in this Employee Handbook.

Section 10: Notification of Accumulation

- #### A. Employees shall be given a copy of a written accounting of accumulated leave days, including sick leave, serious illness leave, bereavement leave and personal leave, no later than September 15. The accounting will be assumed to be correct if the teacher does not object to the accounting provided in the Central Office by September 25.

ARTICLE 5 - SAFETY

Section 1: Protection of Employees

- A. Protective Devices:
Provision shall be made for such devices as outlined in Sections 280.10 and 280.11 of the Code of Iowa 1981. All such items shall be provided without charge to the employee.

ARTICLE 6 - EVALUATION PROCEDURES

- A. The evaluation procedures for career teachers contained in the Individual Career Development Plan and Performance Review are incorporated into this Appendix A of the Employee Handbook. The evaluation instrument used to implement those procedures may be adopted at the discretion of the school district. The procedure is subject to the negotiations process.
- B. The evaluation procedures defined above do not apply to beginning teachers, probationary teachers or teachers in need of intensive assistance. Procedures for those individuals may be adopted at the discretion of the district.
- C. The Individual Career Development Plan and Performance Review documents are found on the District website.

ARTICLE 7 - TRANSFER PROCEDURE

Section 1: Voluntary Transfer

- A. Definition - The voluntary movement of an employee to a different building (attendance center) and/or a different subject matter. In addition, in grades Pre-K through 6 it shall include to a different grade level.
- B. Any qualified employee may apply for a voluntary transfer to another building. Prior to applying for a transfer the employee will have a conference with his/her building principal to discuss his/her desire to be transferred. Application will be in writing to the Superintendent, indicating the desired position and the reason for the transfer request.
- C. Transfers will be based upon the needs of the school district as determined by the Superintendent.
- D. Requests for transfer are kept for only one school year. Renewal must be made each year.

Section 2: Posting of Transfer Opportunities

- A. Notice of Openings
Notices of openings creating transfer opportunities will be posted via email to all District staff and on the District website during the school calendar year and during the summer, for five (5) school days prior to the final date for submitting applications, except in cases of

emergency. Employees who wish to apply for the posted position(s) shall submit their written applications to the Superintendent, or his/her designee, within five school days of posting.

B. Voluntary Transfers

In the determination of requests for voluntary transfer, the wishes of the individual employee may be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. If one or more has applied for transfer to the same position and all qualifications are equal i.e., certification, educational hours, types of experience, evaluations and other relevant educationally significant factors, then the most senior teacher shall be given added consideration. Transfers will be based upon the needs of the school as determined by the Superintendent. When the position is filled, applicants will be notified in writing within ten (10) days of filling the position. Reasons for the choice shall be given. Transferred employees will be ineligible to apply for another transfer for a period of one year from the date of transfer.

Section 3: Involuntary Transfer

A. Definition

The involuntary movement of an employee to a different building (attendance center) and/or a different subject matter. In addition, in grades Pre-K through 6, it shall include to a different grade level.

B. Involuntary Transfer

Involuntary transfers will be based upon the needs of the school district as determined by and within the sole discretion of the administration. All such transfers will be made known to the employee involved in the transfer at least five (5) days prior to the actual transfer if possible. Involuntary transfers will be reported to the Board of Education.

ARTICLE 8 - STAFF REDUCTION PROCEDURE

Section 1: Seniority Defined

- A. "Seniority", as used in Appendix A of this Employee Handbook, shall mean the length of active employment in the Atlantic School District. If an employee returns to the Atlantic School District upon separation in service, the employee will be granted seniority credit for prior years of service in Atlantic after completion of the employee's probationary period. Part-time employees will accumulate seniority on a pro-rata basis based on hours worked.
- B. Seniority lists will be sent to the employee representative on the District's Labor Management Committee by December 1st.

Section 2: Staff Reduction

- A. The employer shall take into account attrition and possible transfers to determine whether a layoff is necessary. In the event the employer determines that employees must be laid off, the following procedures will be followed:
1. Employees will be laid off on the following basis:

- a. Seniority
 - b. Qualifications
 - c. Program Continuity
2. Normally, seniority shall be the controlling factor; however, considerations of items 1b and 1c above, may override in unusual circumstances.
 3. Those employees to be reduced will be notified by the employer in accordance with provisions of Chapter 279, Code of Iowa.
 4. Staff reduction shall be within the following categories:
 - a. All elementary guidance counselors
 - b. All secondary guidance counselors
 - c. All media specialists, including librarians and audio-visual personnel
 - d. School nurses
 - e. Special education teachers
 - f. All music teachers
 - g. All physical education teachers
 - h. All art teachers
 - i. All other teachers in Grades Pre-K-6
 - j. All other teachers in Grades 7-12 within individual curricular areas

Section 3: Recall Rights

- A. Any employee laid off pursuant to this Article shall have recall privileges to the area where the person has had experience in the District for one (1) year from the effective date of his/her layoff. Laid off employees shall be recalled in inverse order of layoff. Any employee wishing to exercise his/her recall privileges shall keep the Superintendent informed, in writing, of his/her current address and phone number. An employee's failure to respond affirmatively by certified mail within five (5) calendar days after receipt of the employer's recall letter sent by certified mail to the employee's address on file in the office of the Superintendent shall result in the termination of the employee's rights or recall thereafter.

Section 4: Recall Benefits

- A. Employees who are re-employed after layoff shall be placed on the next higher step on the salary schedule than they were on prior to the layoff. Further, other benefits - including sick leave - will be returned in like manner.

ARTICLE 9 - PROFESSIONAL DEVELOPMENT

- A. Professional development committees of equal numbers appointed by the administration and employees covered by Appendix A of this Employee Handbook shall be established for the purpose of making recommendations to the Superintendent on the structure and content of the District's professional development program. Each of the four (4) buildings shall have teacher representation. The final authority over the content and structure of staff development shall reside with the Board.

- B. Costs of locally mandated staff development or locally mandated newly required professional training shall be borne by the school district.
- C. The last day of professional development before the end of each semester will be scheduled for building level meetings. The focus of these meetings should be upon grade completion, final reports, and completion of any other data required by the district.

DIVISION III: SALARIES AND BENEFITS

ARTICLE 10 – SALARIES

Section 1: Certificated 2021-22

- A. Certificated employee salaries shall be as outlined in each employee’s individual contract(s) with the District.

Section 2: Educational Lane Placement and Advancement

- A. New teachers will be placed on schedule as determined by the Board upon recommendation of the Superintendent.
- B. Teachers who qualify for advancement on all educational lanes shall be placed in the new category. (Only one lane advancement per year.)
- C. In Categories V and VI the fifteen (15) hours must be earned after the MA Degree has been obtained. (MA+15, MA+30)
- D. Hours earned must be graduate hours in order for a teacher to advance to Categories BA+15, BA+30, MA/BA+50, MA+15, and MA+30. Graduate hours earned must be in the area of the employee's teaching assignment or have the prior approval of the administration before credit can be given on the salary schedule. Teaching assignment refers to specific academic areas taught. Other courses for improvement of instruction or any online courses shall have prior approval of the administration before credit can be given to the individual.
- E. For persons not getting a Masters Degree, to be approved for lane advancement to the MA/BA+50 Lane, the hours taken beyond the BA + 30 must have prior approval of the Superintendent, must be in the area of the teacher's teaching assignment, and must have direct application to the course or courses being taught by the individual or to be implemented and taught by the teacher. Any exceptions must be submitted to the Superintendent for approval prior to taking the course(s).

Only graduate credit classes will apply.

- F. Employees who receive an MA in their assigned teaching area or in an area pre-approved by the Superintendent after July 1, 2001 shall receive a one-time payment of \$1,000. In order to

receive the one-time payment, the employee must submit a request for the payment to the Superintendent or designee within thirty (30) days of receiving an MA.

- G. In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus up to a maximum of \$3,000 in addition to the employee's placement on the salary schedule.

Section 3: Nurse Salary Schedule 2021-22

- A. Nurse employee salaries shall be as outlined in each employee's individual contract(s) with the District.

Section 4: Nurse Category Placement and Advancement

- A. New nurses will be placed on schedule as determined by the Board upon recommendation of the Superintendent.
- B. Nurses who qualify for advancement to all categories shall be placed in the new category and advance one step. (Only one step advancement per year.)
- C. Hours beyond the RN lane must be towards a Bachelor's Degree or have prior approval of the Superintendent.
- D. A head nurse may be designated and a stipend will be paid per year for extra duties as determined in the job description.

Section 5: Contract Return

- A. All contracts are to be returned twenty-one (21) days after being issued. Unconditional releases will be granted until May 1. Between May 1 and June 1 releases will be granted by mutual consent. After June 1, releases will be granted at the discretion of the Board. In exercising this discretion, only exceptional circumstances will be considered.

Section 6: Salary Payment

- A. Salaries will be paid on a twelve (12) month basis, the 25th of each month by 11:00 a.m. being designated as "pay day". When employees are not working the 25th, they will be paid on the last preceding work day when school is in session and the last preceding central office work day during the summer.
- B. New employees may receive one-half (1/2) of their first month's pay in August. The remaining (1/2) of their first paycheck will be included with the September payroll.
- C. Direct Deposits: An authorization for electronic direct deposit must be completed and signed by each employee requesting this service. Direct deposit requests must be submitted to the central office by the 10th day of the month in which the employee wishes this service to begin. Once enrolled in the direct deposit program, it is only necessary to submit a new form when

there are changes in the employee banks and/or account information. The check stub will be made available to the employee.

D. Teacher Salary Supplement Money

The District will evenly distribute ninety-five percent (95%) of the allocated TSS funds to each employee throughout the school year with the regular monthly payment schedule. The District shall distribute the remaining funds from the District's allocated TSS funds no later than the August payroll after adjustments are made based upon any employment changes during the contract that increase or decrease the FTE eligible for the funds. The total TSS funds distributed shall not exceed the TSS allocated to the District.

ARTICLE 11 - EXTRA DUTY

- A. If a teacher wishes to be relieved of an extra-duty assignment, the administration will endeavor to find a replacement that is satisfactory as determined by the Board.

ARTICLE 12 - EXTENDED/SPECIAL CONTRACTS

Section 1: Salary Schedule for Extended/Special Contracts

<u>Position</u>	<u>Salary</u>
Life Management Skills	\$600/wk or \$120/day
Industrial Arts	\$600/wk or \$120/day
Media Specialist	\$600/wk or \$120/day
Counselors, Multi-Occupations, and Vocational Agriculture	Per Diem of Regular Step
Senior High Band (summer)	Per Diem of Regular Step
Middle School Band (summer)	Per Diem of Regular Step
Elementary Band (summer)	Per Diem of Regular Step

All non-per diem extended and special contracts to be paid an hourly rate of thirty dollars (\$30.00) per hour for summer work.

Required summer professional development and curriculum work will be thirty dollars (\$30.00) per hour.

Weight room supervision, outside of contract hours, will be twenty dollars (\$20.00) per hour.

Section 3: Summer School and Credit Recovery Courses

- A. Summer school classes and/or tutoring will be paid at the hourly rate of twenty-five dollars (\$25.00) per hour for summer work. Summer school preparation time will be paid according to the following schedule:
 - 1. Elementary/Middle School: two (2) hours for pre-planning course, one-half (.5) hour of prep time for every day of teaching time (per course).
 - 2. High School: four (4) hours for pre-planning course, one (1) hour of prep time for every day of teaching time (per course).
- B. Credit Recovery courses taught outside the school contract will be paid at twenty-five dollars (\$25.00) per hour.

Section 4: Curriculum Chairpersons

- A. The Superintendent may appoint curriculum chairpersons. A stipend of \$1,000 will be paid for extra duties to chairpersons of major curricular areas to include Math, Science, Language Arts, and Social Studies. A stipend of \$750 will be paid for extra duties to chairpersons of minor curricular areas to include Vocational, Physical Education/Health, Fine Arts, Student Support Service, and Foreign Language, Special Education.

Section 5: Mentoring Program

- A. The Atlantic Community School District mentoring program is a part of the Teacher Leadership & Compensation program.
 - 1. All obligations under Appendix A of this Employee Handbook to compensate teachers involved in the mentoring program will be dependent on and are conditional on continued state funding of the TLC program at current levels and receipt of such funding by the District.

ARTICLE 13 - SUPPLEMENTAL PAY

Section 1: Extra-Curricular Activities

- A. The extra-curricular activities listed in Schedule II are official school-sponsored activities covered by school insurance.

Section 2: Pay for Trips

- A. Coaches and other activity sponsors will be paid as follows: Bus Driver's hourly rate/40 miles per hour = rate (cents per mile) x miles driven for driving a Type I school bus after regular hours and 1/2 this rate during regular hours.

Section 3: Supplemental Duty Pay

- A. Employees will receive supplemental assignment wages in equal installments to be included in their regular paycheck. Non-teaching coaches/sponsors will be paid upon completion of the contract.

Section 4: Payment for Extra-Curricular Activities 2020-21

- A. These are the salaries for these positions if they are filled. The Board determines if these positions will be filled.
- B. An individual shall not be assigned more than one sport in the season except by his/her choice. Should he/she accept more than one assignment during the same season, his/her salary should not be the sum of the two positions but should be seventy-five percent (75%) of the sum of the two positions.
- C. Payment for extra-curricular activities shall be as outlined in each employee's individual contract(s) with the District and shall be consistent with the payment outlined in the extracurricular activity pay schedule included in the Master Contract.

ARTICLE 14 - INSURANCE

Section 1: Liability

- A. The Board shall provide public liability insurance coverage for civil action which may result from their performance of the assigned duties of the employee and while the employee is acting within the scope of his/her employment. This coverage shall be limited by the terms of the policy in effect. The Board shall provide liability insurance coverage for employees while using their own automobile in the performance of their assigned duties and while the employee is acting within the scope of his/her employment. This coverage shall be limited by the terms of the policy in effect.

Section 2: Health Insurance with Major Medical and Diagnostic Insurance

- A. The Atlantic Community School District shall make available health insurance for the benefit of the employees, and shall pay the premium for a single membership for all regular full-time employees and on a pro-rata basis for regular part-time employees. The district will pay \$100.00 per month toward costs for those teachers requesting family coverage. When both spouses are employed by the district the single premium for each spouse can be combined and used towards the family premium. Any remaining amount for family coverage will be the responsibility of the employee. This coverage will be made available to all regular full-time employees and on a pro-rata basis for regular part-time (.5 FTE or greater) employees. Employees who do not have a family policy will receive the amount as cash. Those employees who wish to have family coverage may notify the Board Secretary in writing to have the cost deducted from their salaries.
- B. Pre-admission authorization must be in compliance with carrier's policy description contained in policy booklet or pamphlet.

Section 3: Dental Insurance

- A. The Atlantic Community School District shall make available dental insurance for the benefit of the employees, and shall pay the premium for a single membership for all regular full-time employees and on a pro-rata basis for regular part-time employees. Those employees who wish to have family coverage may notify the Board Secretary in writing to have the cost deducted from their salaries. The insurance shall provide benefits no less than equivalent to those provided in the current policies.

Section 4: Long Term Disability

- A. The Atlantic Community School District will provide for each regular full-time teacher individual long-term disability coverage no less than those provided in current policies.
- B. Consideration can be given to provide other standard options.

Section 5: Enrollment

- A. New employees who choose to enroll in health, major medical, diagnostic, dental, and other applicable insurance must do so during their open enrollment period when they are first hired, when evidence of insurability is not required by the policy. Should they choose not to be covered, the school will not be liable for providing any insurance coverage as they are subject to all eligibility requirements, restrictions and limitations contained in the District's insurance contract.

ARTICLE 15 - DEDUCTIONS

Section 1: Payroll Deduction Authorization for Various Plans/Programs

- A. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, group health insurance, dental insurance, and any other plans or programs jointly approved by the Board.

EXHIBIT I - GRIEVANCE REPORT

Date Filed _____

Atlantic Community School District

Distribution of Forms

_____ Building

Name of Aggrieved Person

- ___ 1. Employee
- ___ 2. Appropriate Supervisor
- ___ 3. Superintendent

=====

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Appendix A of Employee Handbook Violated* _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature Date

E. Disposition of Principal or Immediate Supervisor* _____

Signature of Principal Date
or Immediate Supervisor

LEVEL III

A. _____

Signature of Aggrieved Person

Date Received by
Superintendent

B. Disposition by Superintendent or Designee* _____

Signature of Superintendent
or Designee Date

=====

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Representative President

B. _____
Date Submitted to Board Date Received by Board

B. Disposition and Award of Board, if applicable* _____

Signature of Board President Date

*If additional space is needed, attach additional sheet.

"Note: All provisions of the Grievance Procedure article shall be strictly observed in the settlement of grievances."

Employee Handbook – Support Staff
Atlantic Community School District
2020-21

INTRODUCTION

Section 1: Applicability

- A. Appendix B of this Employee Handbook shall apply to all full-time and regular part-time non-professional employees, except it does not apply to any substitute employees.

Section 2: Effect of Employee Handbook

- A. This Employee Handbook, including Appendix A and Appendix B, is not intended to imply any contract of employment or any contractual rights. This Employee Handbook, including Appendix A and Appendix B, does not represent a contractual obligation on the part of the Atlantic Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

Solely the District shall maintain this Employee Handbook, including Appendix A and Appendix B. The Board of Directors of the Atlantic Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook, including Appendix A and Appendix B.

Section 3: Effective Dates

- A. This Employee Handbook, including Appendix A and Appendix B, shall be effective upon being approved or accepted by the Board of Directors of the Atlantic Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by the Employee Handbook and/or the applicable Appendix.

Section 4: Savings Clause

- A. Should any section or language of this Employee Handbook, including Appendix A and Appendix B, be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook and/or the applicable Appendix to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

ARTICLE 1 - GRIEVANCE PROCEDURE

Section 1: Definition

- A. Grievance
A grievance is an allegation by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of Appendix B of this Employee Handbook.
- B. Aggrieved Person
An aggrieved person is the person or persons making the complaint.
- C. Party of Interest

A "party of interest" is the person or persons making the complaint and any person, or their representative who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. Group of Employees

A group of employees shall be defined as the entire staff of a building or a district wide cross section of employees with a common assignment or interest.

Section 2: Purpose

- A. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlements of alleged grievances over the interpretation and application of Appendix B of this Employee Handbook. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3: Year-end Grievance

- A. 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 the party in interest, the time limits set forth herein may be reduced by mutual consent of the Superintendent and the grievant 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.

Section 4: Time Limit

- A. The failure of an employee grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. 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 may be extended by mutual agreement.
- B. It is agreed that an investigation, handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement.

Section 5: Level One (Informal)

- A. An employee with a grievance shall first discuss it with the principal or immediate administrative supervisor with the objective of resolving the matter informally. Such discussions shall commence within fifteen (15) school days of the alleged occurrence of the grievance.

Section 6: Level Two

- A. If, as a result of the informal discussion with the principal or immediate administrative supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on his/her own or as part of a group not later than ten (10) school days following discussion with the principal or immediate administrative supervisor, on the form set forth in

Exhibit 1. The grievance form shall be available from the building administrator in each building and said form shall be signed by the grievant. The grievance form shall be delivered to the appropriate principal or immediate administrative supervisor.

- B. The appropriate principal or immediate administrative supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.
- C. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three within ten (10) school days.

Section 7: Level Three

- A. The Superintendent or his/her designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within ten (10) school days of the meeting of the parties, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person.
- B. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition of the grievance has been made within the time limits of this section, the aggrieved person may transmit the grievance to Level Four within ten (10) school days of the report from Level Three.

Section 8: Level Four

- A. Within ten (10) school days following the formal third step, the aggrieved person may submit a request to the Atlantic Community School District Board of Directors to appeal the decision of the Superintendent. The Board may elect to have an informal hearing related to the grievance or may issue a response to the grievance without an informal hearing. The decision by the Board shall be final and binding.
- B. If the grievant files any claim or complaint in any forum other than under the grievance procedure of Appendix B of this Employee Handbook, then the school district shall not be required to process the same claim or set of facts through this grievance procedure.

Section 9: Representation and Privacy

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative.
- B. All decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest.
- C. 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.

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

ARTICLE 2 - DEDUCTIONS

Section 1: Payroll Deduction Authorization for Various Plans/Programs

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group health insurance, dental insurance, and any other plans or programs jointly approved by the Board.

ARTICLE 3 - EMPLOYEE HOURS

Section 1: Basic Work Week

The basic workweek for all employees (except transportation, custodial, grounds and maintenance personnel) shall be Monday through Friday. Transportation, custodial, grounds and maintenance personnel may also be assigned Saturday duties on a regular basis.

Section 2: Basic Work Day

- A. The basic workday for secretaries and aides shall be scheduled during the hours of 7:00 a.m. and 5:00 p.m.
- B. The basic workday for transportation, custodial, maintenance, and grounds personnel shall be scheduled as the needs of the district dictate. A reasonable effort shall be made to schedule each such employee's work day so that he/she performs services in a single block of time for that day, whenever possible.
- C. The basic workday for food service personnel shall be scheduled between the hours of 6:00 a.m. and 3:00 p.m.

Section 3: Break Time

All employees who work at least eight (8) hours per day shall be entitled to two fifteen-minute break times each day. All employees working less than eight (8) hours per day but more than four (4) hours per day shall receive one fifteen-minute break time. All employees working overtime will be entitled to an additional fifteen-minute break time for every four (4) hours of overtime worked.

Section 4: Snow Days and Emergency School Closings

- A. In the event the administration finds it necessary to call off school because of inclement weather or some other emergency, all food service employees, aides, and secretaries shall be compensated pursuant to the following:
- B. Every employee shall be paid for the amount of time he/she works on that day.

- C. Every employee who is either at work or who is already on the road traveling to work when the planned closing is first broadcast on the local radio stations shall be guaranteed the opportunity to work at least two hours on that day. If there is no work available for the employee in his/her normal work area, he/she may be reassigned to other duties during such two-hour period. In the event the employee does not wish to be reassigned, he/she may elect to waive his/her right to two hours of work under this paragraph.
- D. An employee and his/her immediate supervisor may mutually agree that the employee remain on his/her regular duty for more than the two (2) hour period, in which case, the employee will be paid for all hours worked.
- E. Notwithstanding any provision above to the contrary, no employee shall receive more hours of work than he/she would have received in his/her normal work day (unless mutually agreed to by the employee and his/her immediate supervisor).

Section 5: Notification of Hours and Issuance of Letters of Assignment

The employer shall notify all employees of the assignment of hours to be worked and shall issue a letter of assignment to all employees not later than June 15 each year. The letter of assignment issued shall be for the year that shall begin on July 1 of that year and continue until June 30 of the following year.

ARTICLE 4 - WAGES

Section 1: Pay Rate Schedule

- A. Support staff employee pay rates shall be outlined in each employee's individual letter of assignment or individual contract with the District and shall be consistent with the salary outlined in the salary schedule included in the Master Contract.
- B. Severe and Profound paraeducators are defined as employees who assist behavior and medically fragile Level III students.
- C. In the absence of the Head Cook on a daily basis, the individual identified to fill in for the Head Cook shall receive the pay of the Head Cook lane that corresponds with the individual's current step, according to the salary schedule. This adjustment shall be made on a daily basis on those occasions whenever the Head Cook is absent. The employee shall perform all duties of the Head Cook to receive additional pay.

Section 2: Overtime Work

If any employee is requested or required to work overtime hours, the following conditions shall apply:

1. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one (1) calendar week.
2. The decision as to whether or not any employee is required or requested to work overtime hours shall rest exclusively with the Board or its administrative designees.

3. Food service employees who work at special activities approved by the Food Service Director shall receive fifty cents (\$0.50) per hour additional pay.

Section 3: Method of Payment

All employees currently being paid by direct deposit and all employees hired after June 30, 2014, will be paid by direct deposit. A schedule of paydays will be provided to staff at the beginning of each school year. This schedule will ensure employees will be paid on or before every second Friday of each month.

Employees who currently are paid by check may continue to do so by written request to the district office. If an employee wishes to continue to be paid by check, checks for the employee shall be available in the employee's regularly assigned building by 11:00 a.m. on pay day. In the event there is no school on payday, checks can be picked up in the Central Office or mailed if prior arrangements have been made. In the event the payday falls on a holiday when the district office is closed, the employee shall be paid on the preceding Central Office work day.

ARTICLE 5 - INSURANCE

Section 1: Types of Coverage

The Board agrees to provide the following district-paid insurance programs to eligible employees:

A. Health and Major Medical

The Atlantic Community School District shall make available health insurance under the same program as provided to certified staff members of the district for the benefit of each twelve-month employee, and shall pay the premium for a single membership for all regular full-time twelve-month employees. All regular full time twelve-month employees will receive \$50.00 per month to be applied toward the cost of family insurance as cash.

Employees who select family (i.e., dependent) coverage may elect to have the cost of the difference in premium between single and family coverage deducted from their paychecks. The district agrees to continue to offer the deduction as part of a salary reduction (pre-tax) plan.

Employees who do not qualify for district-paid insurance premiums shall (if permitted by the insurance carrier) have the option of purchasing health and major medical insurance under the district's group plan by paying the premiums themselves.

B. Disability Insurance

Each twelve-month employee shall be provided long-term disability insurance under the same program and benefits as are provided to the certificated staff members in the district.

C. Liability Insurance

All employees shall be insured under the district's tort liability insurance policy which shall cover employees in their job-related performance of duties and employee vehicles when required to be used for job-related reasons.

Section 2: Coverage

The district-provided insurance programs for disability insurance and health and major medical insurance shall be provided for twelve (12) consecutive months commencing on July 1 and ending on June 30 provided the employee is (and continues to be) in the employ of the school district. The district shall provide new, eligible employees with coverage on their first day of service to the district or on the first day the employee is eligible under the terms and conditions of the appropriate insurance plan.

Section 3: Description Information

Each fall, the Board shall provide each covered employee with a description of the health and major medical insurance coverage provided herein.

ARTICLE 6 - HOLIDAYS

Section 1: All Twelve-Month Employees

- A. All full-time, 12-month employees shall receive time-off with pay for the following holidays:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Friday after Thanksgiving
 - 5. Christmas Eve
 - 6. Christmas Day
 - 7. Day after Christmas
 - 8. New Year's Eve
 - 9. New Year's Day
 - 10. Good Friday (if school is not in session)
 - 11. Memorial Day
- B. All part-time 12-month employees shall receive time off with pay for the same holidays listed in Section A. Pay will be prorated depending upon the contract hours each employee works.
- C. No employee shall be required to perform duties on any of the above paid holidays, except in cases of emergency.
- D. When graduation exercises are held on Memorial Day weekend, a custodian may elect to work on Memorial Day. In such event, the custodian and the administration shall mutually agree to another day in June or July, which the custodian may take to compensate him/her for such time. This arrangement is agreed to so that the custodian will have the opportunity to have a three-day weekend, which he/she missed because of his/her work schedule associated with graduation exercises.

Section 2: Other Hourly Employees

Para-Educators, Food Service Workers, Non-Twelve Month Custodians, Attendance and Guidance Secretaries

A. Other hourly employees shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Day
5. New Year's Day
6. Good Friday (if school is not in session)

B. No hourly employee shall be required to perform duties on any of the above paid holidays. Should a holiday fall on Saturday, the preceding Friday shall be considered the holiday. Should a holiday fall on a Sunday, the following Monday shall be considered the holiday. If school is in session on the Friday before Easter, the holiday will be taken in conjunction with Spring Break. A list of holiday dates will be provided at the beginning of each school year.

Section 3: Bus Drivers

A. Regular bus drivers shall receive four (4) hours paid time for each of the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Day
5. New Year's Day
6. Good Friday (if school is not in session)

B. No bus driver shall be required to perform duties on any of the above paid holidays. Should a holiday fall on Saturday, the preceding Friday shall be considered the holiday. Should a holiday fall on a Sunday, the following Monday shall be considered the holiday. If school is in session on the Friday before Easter, the holiday will be taken in conjunction with Spring Break. A list of holiday dates will be provided at the beginning of each school year.

Section 4: Computations for Irregular Hours

If an employee does not work the same number of hours each day of the week, the computations for holiday pay shall be based upon the average daily hours per week. (For example, if an employee's scheduled hours were 7 hours on Monday, no hours on Tuesday, 8 hours on Wednesday, 6 hours on Thursday, and 7 hours on Friday, the average daily hours per week would be 5.6 and the employee's holiday pay would be computed on a 5.6-hour day.)

ARTICLE 7 - VACATIONS

Section 1: Eligibility and Accumulation

A. Years 1-10

All twelve-month employees, in their first through tenth year of employment, shall have

two weeks (i.e. 10 workdays) of paid vacation per year.

B. Years 11-15

All twelve-month employees who have completed ten full years of employment shall have three weeks (i.e. 15 workdays) of paid vacation per year, beginning with their eleventh year of employment.

C. Years 16 and beyond

All twelve-month employees who have completed fifteen full years of employment shall have four weeks (i.e. 20 workdays) of paid vacation per year, beginning with their sixteenth year of employment.

D. Vacation Day Benefit

Vacation benefits for eligible employees will be prorated the first year of employment, based on hire date. Vacation days will be advanced on July 1 of the current school year. Vacation days will need to be used by June 30 of the year that they are given and will not be carried over from year to year.

Section 2: Vacation Pay

Vacation pay shall be at the employee's hourly rate of pay in effect at the time the employee takes such vacation.

Section 3: Vacation Schedules

All vacation time for eligible employees may be taken in one block of time or on a single day basis throughout the year - subject to the approval by employee's supervisor. Vacation time shall be taken when school is not in session, subject to approval by employee's supervisor. Vacation days will not be paid as all overtime pay. If vacation days are approved at a time when it would result in all overtime pay, the vacation hours taken during said calendar week shall not count towards said forty (40) hours worked.

ARTICLE 8 - SICK LEAVE

Section 1: Accumulation of Benefits

- A. All employees shall be given fifteen (15) sick leave days each school year for personal illnesses or injuries. Such days shall be credited to the employee on the first day of the school year (i.e., July 1) whether or not the employee reports for duty on that day. During the first year of employment, sick days shall be prorated based on hire date. Unused sick leave days shall be accumulated from year to year until a maximum of ninety (90) days has been accumulated. Sick leave balances are available on individual pay stubs.

Section 2: Verification of Illness or Injury

The Board, through the superintendent or his/her designee, may request medical evidence confirming the validity of the employee's alleged illnesses or injuries when the employee has been on sick leave for more than three (3) days. Such request shall be made in a timely fashion. Prior to an employee returning to work from an alleged illness or injury, the district may request medical verification that the employee is capable of returning to his/her work responsibilities. In the event a request for information under the paragraph causes the employee to incur additional expenses not covered by health insurance, the district shall reimburse the employee for said expenses.

Section 3: Reporting Sick Leave

An employee in need of sick leave shall, in a timely manner, report such to his/her immediate supervisor.

Section 4: Part-Time Employees

A part-time (i.e., less than 40 hours per week) employee shall receive sick leave benefits pro-rated to match the number of regular contracted hours he/she works (e.g., an employee who is contracted for six (6) hours per day would receive fifteen (15) sick leave days at six (6) hours per day). During the first year of employment, sick days shall be prorated based on hire date.

Section 5: Job Related Illness or Injury

In the event the employee incurs a job-related illness or injury, he/she may elect to take either the benefits provided by the sick leave article of this Employee Handbook and/or the benefits provided by Worker's Compensation, but may not elect to take all of the benefits provided by both.

Section 6: Extended Sick Leave

In the event the employee has an illness or injury which results in his/her absence from the workplace for an amount of time greater than that provided by the sick leave article of Appendix B of this Employee Handbook, the employee may be granted an extended leave at the discretion of the Board. Such extended leave, if granted by the Board, shall be without pay and shall not be for more than one year from the time of commencement of said illness or injury. Additionally, the Board may extend the school-provided health insurance benefits, if any, which the employee had under Appendix B of this Employee Handbook. Such extension shall also be for a maximum of one year from the time of commencement of said illness or injury.

ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE

Section 1: Paid Leave

In addition to sick leave (provided for elsewhere herein) each employee will be given the following leaves, with pay, each year:

A. Personal Leave

1. At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal reasons. An employee planning to use a personal leave day shall obtain the approval of his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. Unused personal days may accumulate from year to year to a maximum of three (3) days.
2. Personal leave is prorated based on the employee's contracted hours. Personal leave may be taken only during the employee's regular scheduled work week. For purposes of personal leave, the regular scheduled work week is Monday through Friday or Tuesday through Saturday.
3. Application for use of personal leave days will be at the employee's discretion. Paid leave days must be used before unpaid leave days may be granted. Any unpaid leave days will be granted at the discretion of the Superintendent or designee.

B. Jury and Witness Leave

Any employee who is called for jury duty during work hours or who is required to appear as a witness in any judicial or administrative proceedings will be permitted to perform such services and will receive full pay for the reasonable and necessary time he/she is absent from work in such cause. The employee shall, however, have his/her salary reduced by the amount of fees or remuneration (except mileage) he/she receives from the court or agency for such services.

C. Technical Training Leave

Any person who is already employed by the school district and is requested by the school to attend any training programs will be given the reasonable and necessary leave for such at his/her regular pay. This would include, but not be limited to, bus permit certification classes for contracted employees in non-transportation job classifications who are requested by the district to be licensed as substitute drivers. The district will pay registration fees for the para certification classes.

D. Serious Illness and Bereavement Leave

1. Family Illness

Employees may use up to seven (7) days of sick leave per year for family illness in the employee's immediate family. Upon written request, the Superintendent (or designee) at his or her discretion may extend the seven (7) day maximum due to extenuating circumstances. Immediate family shall be defined as spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, guardianship or conservatorship or anyone living in the employee's household.

2. Bereavement Leave

A leave of up to five (5) days per year for each death in the immediate family of the employee will be granted. Immediate family shall be defined as spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, guardianship or conservatorship or anyone living in the employee's household.

3. Other Funeral

Employees shall be granted up to one (1) additional day per year to use in the event of the death of a friend or relative outside the employee's immediate family (as defined above).

4. Association Leave

Up to four (4) days total shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. Such leave shall be granted at one-half pay. Notice shall be given to the employee's immediate supervisor at least three (3) days in advance, except in cases of emergency.

Section 2: Employee Sick Leave Bank

A. Sick Leave Bank

1. Creation

- Enrollment prior to September 30th or within 20 days of hire, whichever is first, each year?
- A committee of two employees covered by Appendix B of this Employee Handbook and two administrators will manage the Sick Leave Bank.
- The employee and/or administration committee members will inform new employees of the Sick Leave Bank.

2. Eligibility

- Any employee who receives paid leave.
- Any employee who has enrolled and contributed a sick leave day to the Sick Leave Bank is eligible.
- Any employee not eligible for long-term disability who is a Sick Leave Bank member and who has depleted his/her sick, personal and vacation leave time.

3. Contributions

- Each participant who elects to participate will contribute one sick leave day by September 30 or within 20 days of hire.
- At the end of each school year the unused days will be dissolved.
- The members may elect to continue participation by donating an additional day during the next open enrollment period.

4. Use

- The Sick Leave Bank may be used in cases of sickness or injury to the employee.
- The application to use the Sick Leave Bank must be made to the committee for three (3) to ten (10) days.
- Applications will be reviewed and applicants will be notified within three (3) business days of the request.
- Each year an accounting of the Sick Leave Bank will be given to the employee representative on the District's Labor Management Committee.
- All information of the origin of donated days and applications submitted will be kept confidential.
- The use of the Sick Leave Bank is not subject to the grievance process.

ARTICLE 10 - EXTENDED LEAVES OF ABSENCE

Section 1: Requests For Extended Leaves

The Board, upon request of the employee, may grant an unpaid extended leave of absence for such reasons as parental leave, union leave, military leave, public office leave, family illness leave, educational improvement leave, or other leave.

Section 2: Conditions For Granting Leave

Extended leaves of absence may be granted under the following conditions:

1. The request for leave must be presented to the superintendent at least one week in advance of the board meeting at which the request will be considered; and,
2. The leave, if granted, must be without compensation (i.e., neither salary nor benefits).
3. The leave, if granted, will be valid for no more than one calendar year from the date of Board approval.

Section 3: Conditions Upon Return From Leave

Upon the employee's return from extended leave, the following conditions shall apply:

1. The employee will be placed in the same or equivalent position he/she held immediately prior to the commencement of extended leave;
2. The employee shall retain all unused sick leave which was accumulated immediately prior to the commencement of the extended leave; and,
3. The employee shall retain all of the accumulated seniority rights and accumulated years of service, which he/she had immediately prior to the commencement of said leave.

Section 4: Status While On Leave

During the time of an extended leave, the employee shall be treated as current employee for purposes of staff reduction and other employment decisions.

Section 5: Family and Medical Leave Act

Employees of the District are entitled to family medical leave to the extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 (FMLA) and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in Appendix B of this Employee Handbook nor are the pre-existing family or medical leave provisions of Appendix B of this Employee Handbook diminished by the inclusion of this provision in Appendix B of this Employee Handbook.

ARTICLE 11 - SENIORITY

Section 1: Seniority Defined

Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first day of work. Seniority shall accumulate without regard to whether the employee is full-time or part-time (e.g., A full-time employee after three years of service would have three (3) years of seniority. Similarly, a part-time employee after three years of service would have three (3) years of seniority, even though such employment was on a part-time basis.). In the event more than one individual has the same first day of work, the positions of said employees on the seniority list shall be determined by casting lots.

Section 2: Classifications

Seniority shall refer only to the employee's employment within the district. There shall be no distinction between classifications of employment (i.e. an employee who worked one year as a cook and then became a custodian for two years would have seniority of three years.).

Section 3: Seniority Listing

On or before December 1 of each year, the district shall prepare a seniority list of current employees and shall cause a copy of such to be presented to the employees covered by Appendix B of this Employee Handbook by delivering a copy to the employee representative on the District's Labor Management Committee.

Section 4: Seniority Lost

An employee shall lose seniority upon termination, resignation, or retirement.

Section 5: Seniority Placement on Salary Schedule

Each year of accumulated seniority shall automatically move the employee one year on the salary schedule in his/her job classification until the maximum is reached. Those employees who change job classifications shall retain their seniority placement on the salary schedule.

Section 6: Seniority Regarding Transportation During District Sponsored Trips

Whenever transportation is required for district-sponsored trips, preference will be given to current transportation employees in the classified bargaining unit prior to being offered to employees outside the classified bargaining unit.

District-sponsored trips will be offered based on the Transportation Seniority Classification list, with the most senior employee being offered the first opportunity and then rotating the opportunities through the seniority list. Changes to the seniority list based on rotation schedule may be made when the affected employees agree to change rotations. In an emergency and/or unexpected situation, the Transportation Director may forego this process to provide immediate transportation for students and/or employees.

ARTICLE 12 - TRANSFERS

Section 1: Vacancy Defined

- A. The District will have the right to make assignments and fill positions through employer initiated transfers.
- B. Any position, which is not filled by an employer-initiated transfer or eliminated, will be determined by the District to be a vacancy. A newly created position, which is not filled by employer-initiated transfer, will be determined by the District to be a vacancy.

Section 2: Posting of Vacancies

- A. All vacancies shall be posted online and communicated to internal staff via school email.
- B. Vacancy postings shall contain the following information (if known at the time of the posting):
 - 1. Type of Work
 - 2. Location of Work
 - 3. Starting Date
 - 4. Rate of Pay
 - 5. Hours to be Worked
 - 6. Qualifications and Requirements
- C. Posting of a vacancy shall be made at least five (5) days before the position is filled. Interested employees may apply in writing to the superintendent, or his/her designee, within the five (5) day posting period.

Section 3: Classifications

For purposes of determining transfers, the following classifications shall apply and all employees shall be determined to be in one of the following classifications:

- 1. Custodial & Maintenance
- 2. Secretaries
- 3. Food Service
- 4. Aides
 - a. Severe & Profound
 - b. Class 1 (certified)
 - c. Class 2
- 5. Transportation

If more than one employee within the affected classification requests a transfer to a vacancy, the District, in its sole and exclusive judgment, may transfer the employee most qualified for the vacancy. When the District determines two or more candidates have equal qualifications, the most senior employee may be assigned to the vacancy. The District reserves the right to deny transfers, and hire individuals from outside the District to fill a vacancy.

Section 4: Notification of Decision

Within ten (10) workdays after the decision has been made, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.

Section 5: Placement On Schedule

Employees shall not be placed on a lower step on the pay rate schedule due to a transfer.

ARTICLE 13 - PROCEDURES FOR STAFF REDUCTIONS

Section 1: Notification of RIF

If the administration intends to recommend to the Board a reduction-in-force of any bargaining unit employees, the employees covered by Appendix B of this Employee Handbook shall be notified by sending written notice to the employee representative on the District's Labor Management Committee. Such written notice shall contain the following information (if known at the time of the notification):

1. The Reason(s) For the Reductions-In-Force
2. The Date the Reduction(s) Would Become Effective
3. The Classification(s) To Be Affected
4. The Employee(s) To Be Reduced
5. The Basis for Selection of the Employee(s) To Be Reduced

Section 2: Selection of Employees to Be Reduced

- A. In selecting the employee(s) to be reduced, the Board shall select the least senior member of the classification being reduced. The classifications shall be those reflected in Article 12 -- Transfers.
- B. The district may forego the use of seniority in the selection of employees to be reduced in those cases where the district can show that another employee's qualifications are superior to those of the most senior applicant's. The term qualifications shall include, but shall not be limited to, the job performance evaluations of employees.

Section 3: Effective Date of Reductions-In-Force

In the event the Board determines that it is necessary or desirable to reduce the number of employees in the school district, the Board's official action ordering such reduction shall not become effective for at least fourteen (14) calendar days from the date of such action. In the event the Board determines that it is necessary or desirable to reduce a department, the Board's official action ordering such reduction shall not become effective for at least sixty (60) calendar days from the date of such action.

Section 4: Recall Rights

Following a reduction-in-force, if a vacancy occurs in any bargaining unit classification, those employees who were reduced-in-force shall have rights of recall for one year from the effective date of such

reduction. Said employees shall be recalled to vacancies in their classifications with the most senior qualified employee, as determined by the sole discretion of the Superintendent, being recalled first. Notice of recall shall be sent by certified mail to the last known address of said employee. If an employee fails to accept by certified mail or by delivery of a written acceptance to the district office the recall to employment within ten (10) days of receipt of such notice, he/she will be deemed to have waived his/her rights to recall.

Section 5: Benefits

All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon his/her return to active employment. Additionally, the employee will be placed on the salary schedule at the position he/she would have been entitled to had there not been a layoff (except that no years of service or seniority will accumulate during the period of layoff).

ARTICLE 14 - EMPLOYEE EVALUATION PROCEDURES

Section 1: Notification

Within thirty (30) days after the beginning of each school term, the district shall acquaint each employee with the evaluation procedures. The purpose of the orientation is to achieve mutual understanding of the evaluation system.

Section 2: Formal Evaluations

Continuing employees shall be formally evaluated at least once each year.

Section 3: Formal Evaluation Procedures

The appropriate supervisor shall evaluate each employee formally in writing. The following procedures shall be used:

A. Conference and Copy of Evaluation

A copy of each formal evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. Only evaluation documents that have been signed and dated by both the employee and the appropriate supervisor shall be contained in the employee's evaluation file. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall, however, sign all completed evaluation documents.

B. Responses

If the employee feels that his/her formal evaluation is incomplete, inaccurate, or unjust, he/she shall have fourteen (14) days to put his/her objections in writing and have such attached to the evaluation report to be placed in his/her evaluation file.

Section 4: Remediation

In the event an employee has deficiencies noted in his/her formal evaluation(s), the appropriate supervisor shall conference with the employee and assists him/her to improve his/her quality of work and/or to eliminate the deficiencies noted in the evaluation(s).

Section 5: Appeal

Employees' performance evaluation reports shall not be subject to the standard grievance procedure. Employees shall have the right to appeal their evaluation in accordance with the following procedure:

- A. Any employee who believes his/her evaluation is inaccurate or unfair may within five (5) working days following the employee's oral evaluation make a written description of such inaccuracies and request a conference with his/her supervisor to discuss such inaccuracies.
- B. If in the opinion of the employee such discussion does not resolve such inaccuracies, the employee may within five (5) working days following the discussion with the supervisor make a written appeal of such inaccuracies to the superintendent.
- C. Following receipt of the employee's written appeal, the superintendent will discuss the employee's evaluation inaccuracies with the employee and then with the employee's supervisor. The superintendent will make the final decision as to the validity of the alleged inaccuracies.

Section 6: Evaluation File Review

Each employee shall have the right during normal business hours to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.

Section 7: Personnel File

- A. The employee shall have the right to respond to all materials contained in his/her personnel file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file.
- B. Any complaints that are directed toward an employee which are placed in the employee's personnel file shall be brought to the attention of the employee by the administration or the appropriate supervisor.
- C. The employer shall maintain employee personnel files that contain all documents and information that relates to said employee's evaluations and other employment related documents.

Section 8: Reproduction of Contents of File

The employee shall, upon request and without charge, be provided one copy of any of the contents of his/her personnel file.

ARTICLE 14 - PHYSICAL EXAMINATIONS

Section 1: New Employees

All new employees will be required to provide satisfactory evidence of physical fitness to perform duties assigned and freedom from communicable disease. The employee may select the physician to give the physical examination. Central Office will provide a medical exam form upon employment. The completed Health Statement for School Employment form must be returned to the secretary of the Board within thirty (30) days of the signing of the contract or before the employee's duties begin, whichever comes first. The initial medical exam is at the employee's expense.

Section 2: Examinations

The Board may at any time require a physical examination, as it deems necessary to determine an employee's fitness for employment. These examinations will be made available to the Board. The Board shall select the physician and pay all costs, if the cost is not covered by health insurance.

Section 3: Transportation

- A. All school employees (new or continuing) who are required to hold a CDL license and/or school bus permit will be required to have a physical examination every two (2) years. The district reserves the right to choose the medical provider and will pay the full cost of the physical.
- B. The district will utilize Iowa's Department of Transportation (DOT) physical form to determine physical fitness to perform assigned transportation duties. In accordance with board policy all transportation employees will also be required to pass an annual "physical assessment test" to determine agility and physical fitness to perform transportation duties.
- C. All information gathered from any medical exams is considered confidential and will be released only to the applicant/employee, health personnel, or supervisor on a need to know basis.

ARTICLE 15 - SAFETY PROVISIONS

Section 1: Protective Devices

The Board agrees to provide for each employee such special clothing, equipment and devices as may be needed to perform assigned duties in a reasonably safe manner. All such items shall be provided without charge to the employee.

Section 2: Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety, or welfare.

Section 3: OSHA Requirements

The District will take all reasonable and necessary steps to comply with the required OSHA rules and regulations related to employee safety.

ARTICLE 16 - MISCELLANEOUS

Section 1: Activity Passes

The District shall provide activity passes to Atlantic Community School District activities for all employees and guest.

EXHIBIT I - GRIEVANCE REPORT

Date Filed _____

Atlantic Community School District

Distribution of Forms

_____ Building

Name of Aggrieved Person

- ___ 1. Employee
- ___ 2. Appropriate Supervisor
- ___ 3. Superintendent

=====

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Appendix A of Employee Handbook Violated* _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature Date

E. Disposition of Principal or Immediate Supervisor* _____

Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____
Signature of Aggrieved Person

Date Received by

Superintendent

B. Disposition by Superintendent or Designee* _____

Signature of Superintendent
or Designee Date

=====

LEVEL IV

A. _____ Signature of Aggrieved Person _____ Signature of Representative President

B. _____ Date Submitted to Board _____ Date Received by Board

B. Disposition and Award of Board, if applicable* _____

Signature of Board President Date

*If additional space is needed, attach additional sheet.

"Note: All provisions of the Grievance Procedure article shall be strictly observed in the settlement of grievances."

Atlantic Community School District Employee Handbook

Acknowledgment of Receipt of Handbook

I understand that I am responsible for said policies and procedures in this handbook. I also understand that I am responsible to follow the Atlantic Community School Board policies and procedures.

Signature_____

Date_____