



**LE MARS  
COMMUNITY**

# **CERTIFIED STAFF HANDBOOK**

**DISTRICT POLICIES & PROCEDURES**

2020-2021



# DISTRICT POLICIES FOR CERTIFIED PERSONNEL

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## **SELECTED POLICIES AND ADMINISTRATIVE RULES AFFECTING CERTIFIED PERSONNEL**

### **TEACHER CERTIFICATION**

All teachers shall file proof of certification with the Superintendent prior to the commencement of service. This proof of certification and approval form will then be kept in the central office during a teacher's service in the Le Mars Community School System. Any updates to certification must be submitted by the teacher as soon as possible.

### **EQUIPMENT**

Our school has undergone the task of marking and tagging all school owned equipment under the direction of Bruce Ludwig. **Therefore, do not move any equipment from one room to another, or one building to another, without making sure that it is marked and that Mr. Ludwig has been notified.**

### **FAMILY NIGHT**

Wednesday night is "family night" in Le Mars, and **all activities must end at 6:00p.m. on Wednesdays**. This will be one night during the week that teachers know they do not have to attend a sponsored activity of the school.

### **STUDENT TEACHER SUPERVISION**

Student teachers are assigned, according to the needs of the college, to experienced teachers who are willing to give necessary time and attention to this important aspect of teacher training.

Each teacher who accepts this supervisory position commits himself/herself to the job of instructing these teaching candidates. The supervisor cannot be of assistance without being in the room. As experience and confidence are acquired by the teacher, it is no doubt valuable and important to them to be left on their own for short periods; but this should be the exception rather than the rule.

### **ABSENCE DUE TO SICKNESS**

Each teacher must notify his/her principal as soon as it is apparent that he/she will not be able to work. This early notification will allow some time for the principal to secure a substitute.

### **HOMEWORK**

In planning homework, the teacher should know something of the child's activities outside of school. There may be times when other activities are as vital to the child's development as is the teacher's assignment.

The type, frequency, and quantity of homework assigned should be determined by the needs of the individual student and should not require additional instruction beyond class period, thereby requiring parents to supplement instruction. Homework should be an application or adaptation of a classroom experience and should not be assigned for disciplinary purposes.

## **AUDIO-VISUAL EQUIPMENT**

We have, in each building, an adequate amount of this type of equipment. Each teacher should become familiar with what is available and plan to make full use of it. Each principal has a list of the materials available from Northwest AEA.

## **PURCHASING**

No purchase is to be made without an authorized purchase order. Local purchase order forms are available from each principal and director. All other requisitions must be submitted using the on-line process. **Unauthorized purchases become the responsibility of the individual and not the school district.**

## **TRANSPORTATION REQUESTS**

All requests for transportation must be made using the online request form. This request may be accessed on the district website under the "District" dropdown and then "Transportation". **Requests must be made at least three days prior to the scheduled trip.**

## **WEATHER RELATED ANNOUNCEMENTS**

Staff will receive a text alert regarding late starts or cancellations through the Plymouth Alert system. All staff are automatically entered into the system. KLEM will also provide announcements. Announcements will also be submitted through KTIV Channel4 and KCAU Channel 9. These announcements are made as soon as a decision has been reached by the Superintendent or his office. We usually try to have a decision made prior to 6:00a.m.

## **TORNADO ALERT SYSTEM**

Close communications are kept with radio station KLEM and the city police for warnings. Should the school receive such a warning, the Superintendent's Office will notify all buildings. In the event a building is notified directly by the police or civil defense personnel, the Superintendent's Office should also be notified immediately. Each principal will provide a plan of action for his building and familiarize you with it.

In addition, each principal will discuss with you the procedure to be followed in case of fire or violent intruder.

## Insurance

### A. TYPES

#### I. Health, Accident, and Major Medical Insurance and Dental Insurance

The Board agrees to pay not more than \$945.00 per month for 2020-2021 per employee toward health, accident, and major medical insurance and dental insurance for all covered employees. Specifications of the insurance will be jointly established by the Association and the Board. The insurance carrier shall be selected by the Board.

The insurance provided shall be a comprehensive plan of insurance which provides for the following options:

**Le Mars CSD Insurance - Options**  
**Alliance Select- \$15/30 Office visit Copay**  
**Blue Advantage - \$20 Office Visit Copay**  
**Actual Plan with Wellness**  
 July 1, 2020

<b>Alliance Select Plans</b>			
<b>Employee Plans</b>			
<b>Deductible</b>	\$1,000/2,000	\$1,500/3,000	\$2,000/4,000
<b>Coinsurance-In Network</b>	10%	10%	10%
<b>Coinsurance-Out of Network</b>	20%	20%	20%
<b>Out of Pocket Max</b>	\$2,000/4,000	\$3,000/6,000	\$4,000/8,000
<b>Office Copay-In Network</b>	\$15/30	\$15/30	\$15/30
<b>Office Copay-Out of Network</b>	\$20 Plus Coinsurance	\$20 Plus Coinsurance	\$20 Plus Coinsurance
<b>RX</b>	\$5/15	\$5/15	\$5/15
<b>Employee</b>	\$808.13	\$784.71	\$756.44
<b>Family</b>	\$1,182.95	\$1,147.82	\$1,105.41
<b>Full Premium</b>	\$1,991.08	\$1,932.53	\$1,861.85
<b>Blue Advantage Plans</b>			
<b>Employee Plans</b>			
<b>Deductible</b>	\$1,000/2,000	\$1,500/3,000	\$2,000/4,000
<b>Coinsurance-In Network</b>	10%	10%	10%
<b>Coinsurance-Out of Network</b>	Not Covered	Not Covered	Not Covered
<b>Out of Pocket Max</b>	\$2,000/4,000	\$3,000/6,000	\$4,000/8,000
<b>Office Copay-In Network</b>	\$20	\$20	\$20
<b>Office Copay-Out of Network</b>	Not Covered	Not Covered	Not Covered
<b>RX</b>	\$5/15	\$5/15	\$5/15
<b>Employee</b>	\$721.43	\$692.83	\$668.27
<b>Family</b>	\$1,052.90	\$1,010.00	\$973.16
<b>Full Premium</b>	\$1,774.33	\$1,702.83	\$1,641.43

The difference between \$945.00 and the cost of the employee premium for health, accident and major medical insurance and dental insurance may be: 1) applied toward dependent health, accident, and major medical insurance; 2) taken in cash; or 3) applied toward an annuity.

All employees will be required to purchase the single employee coverage for health, accident, major medical, and dental insurance, with the exception of: married couples who are both employed by the District and are both under the Master Contract, where they can either purchase two single coverages or a single coverage and the other spouse is covered by the family policy.

## 2. Life Insurance

Each employee, his/her spouse and dependents, shall be covered under a group term life insurance program with premiums paid by the Board. Said program shall provide a minimum death benefit as follows: (a) for the employee - fifty thousand dollars (\$50,000.00), and accidental death and dismemberment in the principal sum of fifty thousand dollars (\$50,000.00), (b) for the spouse - ten thousand dollars (\$10,000.00), and (c) for each dependent child – five thousand dollars (\$5,000.00). The insurance carrier shall be selected by the Board.

## 3. Regular Part Time Employee Coverage

For regular part time employees, the payments made by the Board for health, accident, major medical and life insurance programs shall be a ratio proportionate to their part time service with the remainder of any such payment to be at the expense of the regular part time employee and made through payroll deduction pursuant to Article 5 herein; provided, however, that the Board's insurance obligations to a part time employee shall be limited to the coverage permitted or specified by the carrier.

## 4. Disability

a. Each employee shall be covered by a long-term disability insurance program paid for by the Board. The monthly income benefit will be sixty per cent (60%) of the employee's covered compensation to a maximum benefit of three thousand seven hundred and fifty dollars (\$3,750.00) less any payments for that month which the employee and his/her dependents are eligible under the Federal Social Security Act. Benefits will begin on the latter of three consecutive months or the expiration of accumulated sick leave and continue to Social Security Normal Retirement Age (SSNRA).

## B. COVERAGE

Employees shall be covered as stated below subject to any limitations and specifications in effect or which may be established by the carrier including timely application. Employees who elect not to participate in an insurance program must meet all requirements established by the carrier in the event that they subsequently elect to participate.

### 1. New Employees

Unless otherwise stated, coverage shall begin on the first day of the month after the employee's first day of actual service



## 2. Continuing Employees

Unless otherwise stated, coverage shall be for a period of twelve consecutive months beginning July 1 and ending June 30 each year governed by this contract.

## 3. Departing Employees

### (a) Full contract work year--

Coverage for employees whose service ends on the last day of the regular contract work year shall end on June 30. However, coverage will be continued for the full months of July and August if the employee elects to have his/her remaining salary paid in installments ending on or about August 15.

### (b) Partial contract work year--

Coverage for employees whose service terminates before the last day of the regular contract work year will end on the last day of the last month service was performed.

## C. DESCRIPTION OF INSURANCE

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

## D. CONTINUATION OF COVERAGE

The Board shall provide continuation coverage to employees in accordance with federal and state law. Employees who elect to continue their insurance coverage shall pay the premiums themselves.

## **Supplemental Pay**

### A. EXTRACURRICULAR RESPONSIBILITIES OTHER THAN COACHING OF INTERSCHOLASTIC ATHLETIC ACTIVITIES

Initial employee participation in extracurricular responsibilities (other than coaching of interscholastic athletic activities), which extend beyond the regularly scheduled in-school day shall be voluntary, but discontinuation of employee participation in such activities shall be subject to Board approval.

### B. COACHING OF INTERSCHOLASTIC ATHLETIC ACTIVITIES

#### I. Resigning Employees

The Board may require an employee who has resigned from an extracurricular contract for coaching of interscholastic athletic activities to accept, as a condition of employment under Chapter 279.13, such extracurricular contract if the Board has made a good faith effort to fill the position with a qualified replacement. In determining whether a candidate for replacement is qualified the Board may consider the following factors: ability, Department of Education certification and endorsements, training, experience, seniority, and program quality and continuity.

## 2. Initial Participation

As a condition of employment under Chapter 279.13, the Board may require an employee who has been issued a teaching contract pursuant to Chapter 279.13 to accept an extracurricular contract for coaching of interscholastic athletic activities for which the employee is endorsed.

The Board shall not require any continuing employee not endorsed, to become endorsed for such activity.

The Board may require as a condition of employment that an applicant for a teaching contract under Chapter 279.13 accept an extracurricular contract and/or become endorsed for coaching of interscholastic athletic activities.

## C. RATES OF PAY

Employees participating in extracurricular activities shall be compensated according to the Indexed Schedule for Supplemental Pay Services.

## D. EXPENSES OF TRAVELING EMPLOYEES

1. Teachers who are assigned to more than one building during a school day shall be reimbursed for the use of a personal automobile for inter-school travel in the performance of their assigned classroom duties. Nurses who are assigned to more than one building during a school day shall be reimbursed for use of a personal automobile for inter-school travel in the performance of their assigned nursing duties.

Certificated employees who are required to use their personal automobile for travel on school business which is required and approved by the Superintendent (or his designee) shall be reimbursed for such use.

2. All other travel outside the School District which is required by the School District and approved by the Superintendent (or his designee) shall be in a school car, if available. In the event such a car is not available, the employee shall be reimbursed for the use of his/her own car.

3. The rate of reimbursement for all authorized travel under this section shall be \$.40 per mile.

## **Leaves of Absence**

### A. TEMPORARY LEAVES

#### I. Association Leave

Up to seven (7) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. Up to four (4) days shall be available to representatives of the Association to attend arbitration proceedings involving an employee of the School District. The Association will assume the cost of the substitute's pay.

## B. EXTENDED LEAVE

### I. Public Office

A leave of absence without pay for not more than four (4) consecutive semesters may be granted to an employee by the Board for the purpose of campaigning for, or serving in, an elective governmental office. A leave for public office must be used during consecutive semesters.

## Evaluation Procedure

### A. ORIENTATION

Within the first two weeks of the beginning of each school year, the building principal or appropriate supervisor shall conduct a meeting which all employees under his/her supervision shall be required to attend and shall acquaint said employees with the formal evaluation procedure, standards, and instruments used, and advise each employee as to the designated person or persons who will observe and evaluate his/her performance. Employees assigned to more than one building will be evaluated only by the supervisor or by the principal of one building and will be notified. No formal evaluation shall take place until such orientation has been completed.

Each employee shall be informed of a formal observation of his/her performance required by this contract prior to the observation.

### B. REQUIRED OBSERVATIONS

A new employee who is a Tier I or Tier II career teacher will have a summative evaluation once each year for the first two (2) years. A continuing employee Tier II career teacher will have a summative evaluation at least once every three (3) years. Each summative evaluation will be preceded by three (3) formative observations. An employee must be notified if more than three (3) formative observations are to be made prior to the summative evaluation.

### C. FORMAL EVALUATION PROCEDURE

The designated building principal and/or appropriate supervisor shall evaluate each employee formally in writing.

#### I. Process

##### a. Pre-Observation Conference

Before each announced formative observation is made, a notification will be given and a conference held to discuss the lesson to be observed.

##### b. Observation

During an observation supervisory personnel will look for areas to reinforce as well as areas for growth.

##### c. Post-Observation Conference

Within five (5) contract days after an announced formative observation, a feedback meeting with the teacher observed will be held. The primary purpose of the meeting is to reinforce and provide specific feedback to help the teacher grow.

##### d. Summative Written Evaluation Report

(1). New Employees - A summative evaluation report, supported by three (3) formative observations, will be written annually for the first two (2) years of employment. A summative evaluation report will be provided within 20 contract days following the last formative evaluation.

(2). Continuing Employees – A Summative Evaluation. The building principal will assign the individual teacher to a summative evaluation no less than once every three (3) years and more often if the principal deems it necessary. Three (3) announced formative observations will be made to support the summative evaluation.

The evaluation criteria may be changed by a committee of employees and administrators. The instrument used is in the Teacher Performance Evaluation Handbook.

## 2. Conference and copy

A conference will be held within five (5) contract days after the employee has been notified that a summative evaluation is being written. A copy of the evaluation shall be made available to the employee within 20 contract days of the last formative evaluation. The employee shall then immediately sign and return the evaluation to his/her building principal or supervisor. A copy of the evaluation signed by both parties shall then immediately be returned to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather an awareness of its contents. This signed evaluation will be submitted to the superintendent and placed in the employee's personnel file by May 15th.

## 3. Responses

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may within ten (10) contract days from the date of the date of the employee's signature put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate an awareness of its contents.

## 4. Grievance

Tier I – Grievance is not applicable for Tier I as pursuant to Iowa Code.

Tier II - The evaluation and ratings are not subject to the Grievance Procedure (Article 6) unless the summative evaluation holds employee on step or calls for termination.

The grievance procedure time line will commence upon written notification of the intent that the employee be terminated or held on step. Members of the advisory panel (remediation team) shall not be permitted to provide evidence or information relating to the activities as a panel member.

## D. AWARENESS PHASE

"The administrator/evaluator identifies a problem relating to a teaching standard and notifies the teacher of the area(s) of concern. Following the notice by the administrator/evaluator, a meeting will be held to develop a collaborative plan to address the area(s) of concern(s). The administrator/evaluator and the teacher will each have input into the documentation that will be collected to demonstrate improvement or proficiency in the addressed area(s) of concern(s)." The awareness phase is designed to be a short-term process lasting no more than 90 calendar days and no less than 30 calendar days. If time does not permit the teacher may begin the following school year in this phase. The evaluator may choose to bypass the awareness phase and move directly to the Tier III intensive assistance plan.

## E. EVALUATION PROCEDURES WHEN TIER III INTENSIVE ASSISTANCE IS A CONSIDERATION

### 1. Definitions

#### a. Tier III Intensive Assistance

For the purposes of this article, intensive assistance is defined as an identified area of concern and does not necessarily mean that a teacher will be held on step or dismissed. The intensive assistance plan identifies standard/s that has/have not been met.

#### b. Tier III Intensive Assistance Team

An intensive assistance team may be organized to help plan develop and carry out the plan.

Members of the team will be mutually selected by the teacher and the principal. These members will be selected from volunteers and may include a principal/supervisor not directly involved in the supervision.

The team will be an advisory panel to the employee, but will not be a part of the evaluation process.

### 2. Written Notification

The employee shall be informed in writing by the Principal and/or appropriate supervisor that intensive assistance procedures will be initiated.

### 3. Initial Conference(s)

Within ten (10) contract days of such notification, the building principal or appropriate supervisor shall hold a conference(s) with the employee in order to:

- a. specify the performance areas for which improvement shall be required;
- b. establish the minimum documentation that will be used to determine the employee's performance in the areas where improvement is required;
- c. may establish an intensive plan to assist the employee in improving his/her performance;

#### 4. Observation and Evaluation of the Intensive Assistance Plan

The Administrative supervisor shall provide the employee with written observation on the employee's performance in areas where improvement is required.

#### 5. Other

The reports placed in files will follow same procedures now in Master contract.

### F. PERSONNEL FILE

#### 1. Review

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file, which pertain to evaluations.

#### 2. Reproduction of personnel file

The employee shall have the right to reproduce at reasonable cost any of the contents of his/her file, which pertain to evaluations.

#### 3. Complaints

Any complaints directed toward a teacher, which are placed in his/her personnel file, are to be promptly called to the teacher's attention in writing. The teacher shall have the right to respond in writing to any complaint placed in his/her personnel file, and such response shall become a part of said file.

### G. OTHER EVALUATIONS

This Article deals with but a single method of teacher evaluation, i.e. evaluation of classroom teaching performance, supplemental, and extra-duty assignments. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means.

Any written evaluation which is made under this paragraph and which is placed in an employee's personnel file shall be subject to provisions of this Article regarding responses.

The grievance procedure time line will commence upon written notification of the intent that the employee be terminated or held on step. Members of the advisory panel shall not be permitted to provide evidence or information relating to the activities as a panel member.

### H. CAREER DEVELOPMENT PLAN

Every year, an employee will be required to participate in a Career Development Plan. The plan will support the growth of all teachers and relate to district and building goals. This plan may be an individual or group plan.

## **Transfer Procedure**

### **A. DEFINITION**

As used in this Article the term "transfer" shall be defined to mean the movement of an employee from one building to another.

### **B. VOLUNTARY TRANSFERS**

#### **1. Filing**

Employees who desire a transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the building or buildings to which the employee desires to be transferred in order of preference.

#### **2. Notification**

During the summer months known existing full time openings for employees by subject area or grade level and locations that will be available for the following school year will be maintained in the office of the Superintendent, and a list of such openings shall be provided to the employee upon his/her request.

#### **3. Criteria**

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. The determination as to what constitutes the instructional requirements of the school system shall not be subject to the grievance procedure as set out herein. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of certification and academic preparation.

### **C. INVOLUNTARY TRANSFERS**

#### **I. Administrative Decision and Determination**

The decision whether to make an involuntary transfer and the determination as to who shall be involuntarily transferred shall rest in the judgment of the Superintendent (or his designee) based upon the needs of the School District.

#### **2. Use of Voluntary Requests**

No position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

#### **3. Notice**

The Superintendent (or his designee) shall give notice of vacancies as soon as practicable by posting such notice in the Superintendent's office. During the regular contract work year posting shall also be made in each attendance center. The failure to post notices shall not affect the validity of any transfer and shall not constitute grounds for any relief in any form, including but not limited to the Grievance Procedure herein.

When an involuntary transfer is anticipated, the employee to be transferred shall receive notification as soon as practicable.

#### 4. Meeting prior to Transfer

An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent (or his designee) if such meeting is requested in writing by the employee.

At such meeting the certified employee shall be given written reasons for such involuntary transfer.

### Procedure for Staff Reduction

#### A. DETERMINATION

When in the judgment of the Board one or more employees are to be reduced or laid off, the procedure for staff reduction shall be as set out in this Article. The Board shall define the job position(s) and the department(s) in which reduction(s) is/are to be made.

#### B. COVERAGE

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

#### GRADE LEVEL AND DEPARTMENTAL CLASSIFICATIONS

I. Employees shall be classified in the following manner for purposes of staff reduction:

- a. K-5 Elementary
- b. 6-8 Middle School
- c. PK-5;6-8 Special Education
- d. 6-8;9-12 Special Education
- e. K-5;6-8 Art
- f. 6-8;9-12 Art
- g. K-5;6-8 Physical Education/Health
- h. 6-8;9-12 Physical Education/Health
- i. K-5;6-8 Vocal Music
- j. 6-8;9-12 Vocal Music
- k. K-5;6-8 Instrumental Music
- l. 6-8;9-12 Instrumental Music
- m. K-5;6-8 Counseling
- n. 6-8;9-12 Counseling
- o. K-5;6-8 Librarian
- p. 6-8;9-12 Librarian
- q. 9-12 Language Arts
- r. 9-12 Social Studies
- s. 9-12 Mathematics
- t. 9-12 Science
- u. 9-12 Foreign Language
- v. 6-12 Home Economics
- w. 6-12 Industrial Arts
- x. 9-12 Agriculture
- y. K-5;6-8 TAG
- z. 6-8;9-12 TAG
- aa. 9-12 Business Education
- bb. 9-12 Trade & Industries
- cc. K-12 Nurses
- dd. 9-12 Alternative High School



2. Employees shall be classified based upon their teaching assignment during the school year in which staff reduction procedures are commenced.
3. An employee with a split department and/or grade level assignment shall be placed in that classification which has the largest portion of the total assignment, subject to the provisions of Section C (4) of this Article.
4. An employee whose assignment is distributed in two or more classifications in such a manner that the distribution is equal in two or more of the classifications shall be classified at the discretion of the superintendent, or superintendent's representative. Preference shall be given to placement in the classification where the person(s) has had the greatest amount of teaching experience in the district.

#### D. PROCEDURES

1. The superintendent shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the superintendent has received resignations in the classification in which reduction is sought prior to the issuance of the Notice of Intent to Terminate Contract.
2. In the event reduction in staff cannot be adequately accomplished by attrition, reductions shall be made based upon certification/endorsement in the classifications set forth in Section C (1) of this Article and seniority. Seniority shall mean the number of consecutive years of employment in the district, and shall accumulate from the date of the employee's signing of a continuing contract for at least .5 PTE. An authorized contractual extended leave of absence shall not be considered an interruption in employment. The employee initially selected for layoff shall be the "designee".
3. The designee shall then be pooled with all employees currently teaching in those areas of the designee's certification/endorsement in which the designee has taught for the Le Mars Community School District at any time during the past ten (10) years. This pooling shall be limited to the grade levels of the designee's classification.
4. The employee(s) to be laid off in the pool described in D (3) of this Article shall be determined on the basis of seniority with the least senior employee being laid off first.
5. The Superintendent (or representative) and the Association shall establish and maintain a seniority list of the employees covered by this agreement, which list shall be made available to the Association upon request. By January 1 of each year the Association shall provide the Superintendent (or representative) with a statement showing the certificate and endorsement areas for each employee. The Superintendent (or representative) shall cooperate in providing available information to assist in the preparation of such statement. At such time that any administrator or supervisor should become a district employee covered by this Agreement, then such administrator or supervisor shall have their current accumulated seniority transferred intact to the seniority list which is established by the Superintendent for employees covered by this Agreement, and their placement on the salary schedule shall be consistent with the administrator's or supervisor's educational training level, years of service in this district, and credit for experience as provided herein.

#### E. NOTICE

The administration shall provide written notice to each employee who may possibly be affected by reduction no later than April 30 proceeding each school year. Such notice shall include specific written reasons for reduction of staff.

## F. RECALL RIGHTS

An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment. Any employee laid off pursuant to this Article shall retain recall rights to any comparable (i.e. full-time to full-time, part-time to part-time) position within the classification area occupied prior to layoff for which he/she is certified or to another area of the employee's certification /endorsement in which the employee has taught for the district at any time during the past ten (10) years, provided that the grade level classification is the same as that which the employee occupied prior to layoff for two (2) years from the effective date of his/her layoff. The employee shall be offered employment in such professional categories in inverse order of the layoff. Where the effective date of layoff is the same among two or more employees, selection of the employee to be offered employment shall be made by the Superintendent. The effective date of layoff shall be the first weekday following the last day of the work year during which the Board terminated the certificated employee's contract. An employee's failure to respond affirmatively within seven (7) calendar days after receipt of the Board's 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 right of recall hereafter.

Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this Article unless specifically waived in writing.

## G. BENEFITS

Any teacher re-employed by exercising his/her recall rights shall be given full credit for any teaching experience obtained through other employment during the interim period.

### Indexed Schedule for Supplemental Pay Services

SERVICE	0-2 3-5 6-0N
<b>BASKETBALL</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12
8th Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>FOOTBALL</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12
8th Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>WRESTLING</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12
M.S. Head	7-8
M.S. Assistant	6-7
<b>TRACK</b>	
Head	13-14-15
9 – 12 Assistant	9-10-11
M.S. Head	7-8
M.S. Assistant	6-7
<b>SOCCER</b>	
Head	13-14-15
9 – 12 Assistant	9-10-11
<b>VOLLEYBALL</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12
8th. Head	7-8
8th Assistant	6-7
7th Head	6-7
7th Assistant	6
<b>GOLF</b>	
Head	11-12-13
<b>CROSS COUNTRY</b>	
Head	11-12-13
M.S. Head	7-8
<b>TENNIS</b>	
Head	11-12-13
Assistant	7-8
<b>BASEBALL</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12

SERVICE	0-2 3-5 6-ON
<b>SOFTBALL</b>	
Head	15-16-17
9 – 12 Assistant	10-11-12
<b>STRENGTH AND CONDITIONING COACH</b>	
Head	15-16-17
<b>CHEERLEADERS</b>	
Football	6-7-8
Basketball	6-7-8
Wrestling	6-7-8
Ass't. Freshman/JV	5-6
<b>MUSIC</b>	
Band Head with Jazz Band	15-16-17
Band Assistant	10-11
Flag Corp	10-11
M.S. Band Head with Jazz Band	15-16-17
Vocal Head with Swing Choir	10-11
M.S. Vocal Head with Select Choir	15-16-17
Orchestra with Strolling Strings	
<b>DRAMA</b>	
Head	11-12-13
<b>SPEECH</b>	
Large Group	6-7-8
Large Group Assistant	5-6
Individual	6-7-8
H.S. Assistant	5-6
M.S.	4
<b>DEBATE</b>	
Head	11-12-13
Assistant	5-6
<b>SCHOOL ANNUAL/ NEWSPAPER</b>	
H.S.	6-7-8
M.S.	3-4
<b>DRILL TEAM</b>	
Head	6-7-8
<b>BOWLING TEAM</b>	
Head	7-8

SUMMER DRIVER'S EDUCATION INSTRUCTOR .077% of the base per hour

1. All percentages are indexes of the B.A. base \$38,241 for 2019-20.
2. Placement of incoming staff members on the supplemental schedule shall be left to the discretion of the administration.
3. Experience credit may not be transferred from one service area to another, for example, from football to basketball.
4. Except for movement forward to the varsity head position, experience credit may be carried forward or backward within a service area.

## **EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION**

It is the policy of the LeMars Community Schools to extend equal opportunities to all employees and to applicants for employment who meet the qualifications established for a class or a position for which the application is made. It is also the policy of this district not to discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, national origin, age, physical/mental handicap or disability, sexual orientation, gender identity, marital status, or socio-economic status.

The Board recognizes that the effective application of a policy of equal opportunity will require strong administrative involvement and commitment. Therefore, the Board will participate in the implementation of a program of affirmative action designed to make known and to advance the objectives and goals of this Board action. In this regard, action elements will be designed in the areas of recruitment, selection, hiring, upgrading and training which will include seeking out and motivating individuals from protected classes to not only make application for employment, but to strive for advancement on the basis of their individual capabilities, motivation and merit.

Date of Adoption: 6-11-90

Date of Revision: 6-13-05  
10-22-07  
8-12-13

## **EMPLOYEE CONDUCT AND APPEARANCE**

The board of education recognizes the positive effect employees can have on students as role models. To this end, the board encourages employees to dress themselves, groom themselves, and conduct themselves in a manner appropriate to the educational environment.

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

Licensed employees must follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

Date of Adoption: 4-22-02

Date of Revision: 8-12-13

## EMPLOYEE CONFLICT OF INTEREST

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

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease such solicitations as a condition of continued employment.

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

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

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

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

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

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

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

Date of Adoption: 08-26-13

Date of Revision:



## **EMPLOYEE POLITICAL ACTIVITY**

Employees will not engage in political activity upon property under the jurisdiction of the board including the use of school district e-mail accounts. 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.

Date of Adoption: 08-26-13

Date of Revision

## **STAFF EXPENSES**

Staff members will be reimbursed for actual and reasonable expenses incurred while on official approved school business. Meal expenses will be reimbursed at actual cost to a maximum of \$45.00 per three-meal day. Individual meal maximum reimbursement rates for days requiring fewer than three meals shall be- breakfast, \$10.00; lunch, \$15.00; dinner, \$20.00. Reimbursement for meals while on business that does not require an overnight stay shall be reported as income subject to all applicable taxation.

All expense claims must be approved by the staff member's immediate supervisor and the superintendent or assistant superintendent.

Date of Adoption: 2-8-82

Date of Revision: 7-11-94

7-14-97

10-22-07

8-12-13

## **TUTORING BY LICENSED EMPLOYEES**

Licensed employees will make every effort to assist students with learning problems before making any recommendation that parents engage a tutor. Since there are exceptional cases when tutoring will assist students in overcoming learning deficiencies, private tutoring for a fee by licensed employees may be approved by the superintendent, but is generally discouraged.

Licensed employees may tutor for a fee only students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless specifically approved by the superintendent. Once again, this practice is discouraged.

Private tutoring for a fee may not take place during an employee's regular work hours, and also shall not take place within school facilities without specific approval by the superintendent.

Date of Adoption: 4-22-02

Date of Revision: 0-00-00

## SEXUAL HARASSMENT

Sexual harassment will not be tolerated in the school district in matters over which the LeMars Board of Education has jurisdiction. Sexual harassment by board members, administrators, certified and classified personnel, students, vendors, and any others having business or other contact with the school district is prohibited. Persons found in violation of this policy will be subject to discipline, including, but not limited to reprimand, probation, demotion, suspension, or termination, or other sanction as determined appropriate by the Board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- \*submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- \*submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- \*such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Date of Adoption: 6-11-90

Date of Revision: 0-00-00

## **ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES**

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 II 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 shall be published annually and shall be posted in all school facilities.

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

Date of Adoption: 5-26-98

Date of Revision:

## **CHILD ABUSE REPORTING**

Employees are encouraged, and licensed employees are required as mandatory reporters, to report alleged incidents of child abuse that they become aware of within the scope of their duties.

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

Within six months of initial employment, mandatory reporters shall take an approved training course involving the identification and reporting of abuse. The training shall be re-taken periodically as required by law or regulation.

Date of Adoption: 4-22-02

Date of Revision: 0-00-00

## DRUG-FREE WORKPLACE

The LeMars Community School District shall maintain all of its schools, programs and activities in a drug-free manner. It is unlawful and in violation of district policy for any employee to maintain, distribute, dispense, possess or to make use of any controlled substance, including alcohol, while on duty as an employee of the district.

Any employee violating this prohibition will be subject to district disciplinary action including the possibility of suspension or contract termination in accordance with established law, regulation and procedures. Also, employees are obligated to report to their immediate supervisor should they become aware of any violation of this prohibition.

The district will continue efforts to make all employees aware of this prohibition and the dangers involved with substance abuse in the workplace and beyond. Employees who believe that they might have a problem with substance abuse may have an initial evaluation conducted at the Plains Area Mental Health facility.

It shall be the responsibility of the superintendent of schools to disseminate this policy to all employees; to provide for the establishment and maintenance of a drug-free awareness program including an awareness of available counseling/treatment programs; and to provide that a copy of this policy remain posted in the administrative office at all work sites.

Date of Adoption: 8-23-93

Date of Revision: 0-00-00

## **LE MARS COMMUNITY SCHOOLS POLICY ON SMOKE FREE/TOBACCO/NICOTINE PRODUCT FREE ENVIRONMENT**

### **BACKGROUND**

Tobacco use, including the use of nicotine products that are not approved by the Federal Drug Administration for tobacco cessation, has been identified as the chief, single avoidable cause of death in our society. In the interests of providing a healthy, comfortable working and learning environment, we will work towards establishing a tobacco/nicotine product-free school.

### **PURPOSE**

The LeMars Community School Board of Education is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The School Board believes that education has a central role in establishing patterns of behavior related to good health and shall take measures to help its students to resist tobacco/nicotine product use. Curriculum related to tobacco/nicotine product-use prevention will be developed and introduced at the primary grade levels and given greater in-depth concentration at the secondary level. The School Board is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during formative years. Therefore, the Board shall promote non-smoking among its staff and students. Smoking cessation programs will be made available to staff and students.

### **POLICY**

Smoking and the use of tobacco/nicotine products shall be prohibited on school district property. This shall include school buildings, grounds, and vehicles. Possession of tobacco/nicotine products by students on school property shall be prohibited.

### **ENFORCEMENT**

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of tobacco/nicotine product users and non-users. All individuals on school premises share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation on school property may report it in accordance with the procedures listed in this policy.

### **STUDENTS**

Any violation of this policy by students shall be referred to the principal at the elementary, middle school, or high school level. Students who violate provisions of this policy shall be subject to student discipline procedures. The student procedures could include suspension and/or expulsion for continued violations.



**STAFF**

The first violation of this policy by staff will result in a reminder of the tobacco/nicotine product-free school policy, and will be asked to comply with the policy. A second violation will result in a letter of reprimand being placed in the employee's personal file. Further violations shall be considered insubordination and could result in suspension and/or dismissal of the staff member.

**CITIZENS**

Citizens who are observed smoking or using tobacco/nicotine products on school district property shall be asked to refrain from using on school property. If the individual fails to comply with the request, his or her violation of policy may be referred to the building principal or other school district supervisory personnel responsible for the area or program during which the violation occurred. The supervisor shall make a decision on further action which may include a directive to leave school property. Repeated violations may result in the suspension of the person from attending activities on school property for the balance of the year.

Cross Reference Codes 1004.5.1 and 502.4

Date of Adoption: 6-12-89

Date of Revision: 9-12-94  
11-11-13

## APPROPRIATE USE OF NETWORKED INFORMATION RESOURCES

Electronic technologies have significantly shifted the way in which information may be accessed, communicated and transferred, making associated knowledge and skills fundamental to preparation of students for life-long learning and employment. Therefore, the Board of Education of the LeMars Community School District supports access to these technologies for students and staff, and likewise supports student and staff acquisition of the skills and attitudes necessary to utilize these information resources in a completely effective and responsible manner.

Access to networked information services will be provided to students and staff subject to their participation in a considerate, responsible, appropriate, and legal manner. Some services may contain inappropriate material and the district does not condone the existence of this material nor does it permit usage of such material in the school environment. Anyone who knowingly brings such material into the school environment, regardless of format, shall be subject to disciplinary action. Information or material that would not be appropriate in print or audio-visual format is also not appropriate through electronic media. The school district will use technology protection measures to protect students from inappropriate access, including sites that include obscenity, child pornography or are harmful to minors.

Students will access networked systems only under the guidance of appropriate school staff. Individual student accounts and electronic mail addresses may be issued to students. Student utilization of services while not under the **direct** observation and supervision of appropriate staff shall be permitted only with written parental consent. The school district will monitor the online activities of students and will educate students about appropriate online behavior, including interacting on social networking sites and chat rooms. Students will also be educated on cyberbullying, including awareness and response. Employees will provide age appropriate training for students who use the Internet. The training provided will be designed to promote the school district's commitment to:

- The standards and acceptable use of Internet services as set forth in the Internet Safety Policy;
- Student safety with regard to:
  - o Safety on the Internet;
  - o Appropriate behavior while on online, on social networking websites, and in chat rooms; and
- Cyberbullying awareness and response,
- Compliance with the E-rate requirements of the Children's Internet Protection Act

The Superintendent shall develop and implement regulations for students and staff pertaining to ethical utilization; responsibilities; parental notification and consent for students; copyright considerations; etiquette; costs/fees/ disciplinary sanctions and other aspects that may become necessary. Regulations shall be periodically reviewed with the Board of Education. In compliance with federal law, this policy will be maintained at least five years beyond the termination of funding under the Children's Internet Protection Act (CIPA) or E-rate.

Date of Adoption: 3-11-96

Date of Revision: 6-23-08  
5-14-12

## USE OF INFORMATION RESOURCES

In order for students to experience a diverse curriculum, the board encourages employees to supplement their regular curricular materials with other resources. In so doing, the board recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for plagiarism, unauthorized copying or using of media, including, but not limited to, print, electronic and web-based materials, unless the copying or using conforms to the "fair use" doctrine. Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research providing that all fair use guidelines are met.

While the school district encourages employees to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of employees to abide by the school district's copying procedures and obey the requirements of the law. In no circumstances shall it be necessary for school district staff to violate copyright requirements in order to perform their duties properly. The school district will not be responsible for any violations of the copyright law by employees or students. Violation of the copyright law by employees may result in discipline up to, and including, termination. Violation of the copyright law by students may result in discipline, up to and including, suspension or expulsion.

Parents or others who wish to record, by any means, school programs or other activities need to realize that even though the school district received permission to perform a copyrighted work does not mean outsiders can copy it and re-play it. Those who wish to do so should contact the employee in charge of the activity to determine what the process is to ensure the copyright law is followed. The school district is not responsible for outsiders violating the copyright law or this policy.

Any employee or student who is uncertain as to whether reproducing or using copyrighted material complies with the school district's procedures or is permissible under the law should contact the building principal who will also assist employees and students in obtaining proper authorization to copy or use protected material when such authorization is required.

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

Date of Adoption: 7-22-13

Date of Revision: 0-00-00