



# **CERTIFIED STAFF**

**2018-19**

**EMPLOYEE HANDBOOK**



#### MISSION STATEMENT & VISION

Dedicated to optimizing individual learning and potential for success in a global community.

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## **INTRODUCTION**

This employee handbook provides a summary of employee benefits and guidelines. It does not cover all aspects of employment with Waukee Community School District. Employees are responsible for reading and understanding this handbook annually. Questions concerning this handbook shall be directed to your supervisor or the Human Resources Department.

This handbook applies to exempt employees covered under the Waukee Education Association Collective Bargaining Agreement only.

Waukee Community School District reserves the right to add, modify, or delete provisions of this handbook at any time with or without notice, at its sole discretion. The terms in this handbook supersede any and all prior handbooks. Waukee Community School District intends to comply with all applicable state and federal laws. It is the employee's responsibility to refer to the Waukee Community School District website for updated policies.

\*\*Language changes related to content previously in the CBA will be communicated to the WEA. An opportunity to ask for clarification will be offered. Administration reserves the right to change the language after the discussion.

## **ACTIVITY PASS**

The first year of employment, new employees will receive a complimentary employee/spouse activity pass for attending home sporting events. A employee/spouse activity pass for the next school year(s), can be obtained by working at least one event in the current school year.

## **BENEFITS**

The Waukee Community School District Board of Education has established categories of benefits that are extended to employees covered by this handbook. These categories are established based on annual days worked, level of supervision and other criteria that may be established by the Board of Education. These categories shall include benefit levels for medical, dental, life, and long-term disability.

### **\*Insurance**

The district provides employees regularly scheduled to work at least 0.5 FTE with:

- Single Health and Dental Insurance
- \$50,000 Life Insurance
- Long-Term Disability Insurance Coverage

The Employer provided insurance programs for continuing employees shall be for twelve (12) consecutive months. Newly hired employees shall be covered by Employer provided insurances as of the first day of the month following their first day of employment.

Licensed employees may be eligible for group benefits as determined by the board and required by law. The board will select the group benefits program(s) and the insurance company or third party administrator which will provide or administer the program.

In accordance with the Patient Protection and Affordable Care Act (ACA), the board will offer licensed employees who work an average of at least twenty (20) hours per week, based on the measurement method adopted by the board, with minimum essential coverage that is both affordable and provides minimum value. The board will have the authority and right to change or eliminate group benefit programs other than the group health plan for its licensed employees.

It is the policy of the Board that appropriate benefits, such as various forms of insurance, be included in compensation provisions for certificated staff, and that retirement benefits, social security, unemployment benefits, and annuity programs be provided as authorized by law.

Certificated employees who work at least half-time for the Board (that is, not less than 20 hours and not more than 38 hours per week) are entitled to proportionate benefits in accordance with the terms of the negotiated contract. Employees who work less than half-time (less than 20 hours per week) for the Board are not entitled to benefits.

Administrators and full-time regular certificated employees not included in the recognized bargaining unit will receive benefits in accordance with their

individual contracts with the Board, on the basis of benefit packages reviewed annually by the Board.

The business office of the school district will administer such retirement plans, health and accident insurance, savings, and annuity programs as the Board may authorize and the law may prescribe. ([Board Policy 402.6](#))

## Continuation

Employees on extended unpaid leaves for more than one (1) month shall have the option to continue any or all of the Employer paid insurance programs by paying the full premiums themselves to the district prior to the billing date(s). Employees on paid leave of absence will continue to have Employer contributions toward insurance premiums made in their behalf as provided for in this Article. Employees exercising their twelve (12) weeks of entitled FMLA will continue to have Employer contributions toward insurance premiums made on their behalf. **It is the employee's responsibility to enroll in one of the approved 403b plans by June 30th of the current fiscal year or that year's contributions are forfeited for that current fiscal year. If the employee forfeits the 403b plan contribution, they may enroll in the next fiscal year.**

## Retirement Plan – IPERS

The Waukee Community School District is a participant in the Iowa Public Employee Retirement System. In accordance with the statutory guidelines set forth by the Iowa Public Employees' Retirement System, a percentage of employee's gross pay will be deducted from the employee's wages and sent to IPERS along with an employer's contribution.

## Workers Compensation

The Waukee Community School District has contracted with Methodist Occupational Health & Wellness - UnityPoint Health Des Moines to provide treatment in the unfortunate case of an employee being injured while on the job.

Employees injured on the job must **immediately** contact your supervisor or the building nurse (or health associate), if available. If it is an emergency, call 911. Otherwise, the employee or nurse/health associate or supervisor should call the SFM Work Injury Hotline at **(855) 675.3501**. The registered nurse who answers the call will ask what happened and recommend what to do next, whether it is self-care, doctor's office visit, urgent care or even the

emergency room. Employees are required to visit one of the following facilities if a workplace accident occurs that requires medical attention. If an employee does not use one of the designated facilities, he/she risks having the claim for workers' compensation benefits or medical benefits denied.

**Between 8:00 a.m. and 5:00 p.m. employees should seek treatment at one of the following facilities. You or your supervisor must call to schedule an appointment.**

**Iowa Methodist Occupational Health & Wellness**  
West at Lakeview Medical Park  
6000 University Ave., Suite 124, West Des Moines  
Phone: 515.241.2020

**Iowa Methodist Occupational Health & Wellness**  
East at Penn Medical Place  
1301 Pennsylvania Ave., Suite 416, Des Moines  
Phone: 515.262.7619

**Iowa Methodist Occupational Health & Wellness**  
White Birch Plaza  
1810 SW White Birch Circle, Suite 111, Ankeny  
Phone: 515.964.6974

**For treatment outside the hours of 8:00 a.m. and 5:00 p.m., an employee may visit one of the following facilities. Appointments are not necessary.**

**Lakeview Family Physicians**  
6000 University Ave., Suite 101, West Des Moines  
Phone: 515.241.2600

- Weekdays 5 p.m. – 8 p.m.
- Weekends 9 a.m. – 3 p.m.

**Merle Hay Urgent Care**  
4020 Merle Hay Road, Suite 100, Des Moines  
Phone: 515.278.0949

- Weekdays 5 p.m. – 8 p.m.
- Weekends 9 a.m. – 3 p.m.

**Ankeny Clinic Urgent Care**  
1105 N. Ankeny Blvd., Suite 100, Ankeny  
Phone: 515.964.4600

- Weekdays 5 p.m. – 8 p.m.
- Weekends 9 a.m. – 3 p.m.

**For medical emergencies only, an employee may visit the following. Appointments are not necessary.**

### **Iowa Methodist West Medical Center Emergency Dept.**

1660 60<sup>th</sup> St., West Des Moines

Phone: 515.343.1200

- Open 24 hours a day, 7 days a week

Employees are required to follow up with their supervisor and the Benefits Analyst after each medical visit and provide a copy of the Patient Status Report. No employee will be allowed to return to work without a written release from Iowa Methodist Occupational Health & Wellness.

As a result of an on-the-job injury and an employee is off work as a result of said injury, the employee will use their accumulated sick leave for the first three (3) days of missed work. Beginning on the fourth day and subsequent days, the employee will have the option to receive Workers' Compensation benefits OR can elect to use their accumulated sick leave. If an employee elects to use their accumulated sick leave, the employee must endorse the Workers' Compensation benefits over to the district. All doctor appointments that occur during the normal work hours are charged to Workers' Compensation leave and no sick leave is charged.

### **Employee Assistance Program**

The Employee Assistance Program (EAP) is a benefit provided by the Waukee Community School District for all employees and their eligible family members. The EAP provides professional services to assist in addressing life issues that may interfere with an employee's well-being, job performance or health. In addition, the EAP can help employees set and achieve life goals.

EAP professionals help people manage many of life's challenges, including: family or relationship issues, emotional or mental health, work/life balance, substance abuse, personal growth, financial or legal issues. Eligible family members are those who live in the employee's home and legal dependents who may live elsewhere.

Employees and their eligible family members can call the EAP directly 24 hours a day, 7 days a week at 800.327.4692. Website: [www.efr.org/eap](http://www.efr.org/eap). Employee web code: 814980.

## **CONTRACTS**

### **Original Contracts**

Contracts with certificated school personnel will be in writing, and will state the length of time the contract is in force, the total compensation for the contract period, and the schedule of periodic payments. All original contracts will be processed by the administration; approved by the Board of Directors; signed by the Board President; and filed with the Secretary of the Board. All provisions of the law pertaining to the issuance of contracts will be observed. ([Board Policy 402.1](#))

### **Probationary Contracts**

Although all teachers are employed on continuing contracts, the first two consecutive years of employment in this school district for standard licensed teachers are considered a probationary period. Teachers holding an initial license are considered to be on a probationary status for the first three years of employment. The Board may waive the probationary period or extend the probationary period for an additional year with the consent of the teacher.

In case a probationary teacher's contract is terminated, the Board's decision will be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher.

### **Continuing Contracts**

Contracts for all certificated personnel will automatically continue for equivalent periods unless they are terminated or modified by mutual agreement between the Board of Directors and the staff member as provided by law.

A teacher who has not accepted a contract for the ensuing year may resign by filing a written resignation with the secretary of the Board. The resignation must be filed no later than the date specified by the Board for the return of the contract.

On or after March 15, the Board will issue contracts and request their return no later than 21 days after issue.

The Superintendent shall notify teachers no later than April 30 that the Superintendent will recommend to the Board that the employee's contract be terminated at the end of the current school year. The Superintendent may at any time recommend an immediate discharge for cause that

will become effective upon action by the Board.  
([Board Policy 402.2](#))

## **CONTINUOUS NOTICE OF NON-DISCRIMINATION**

It is the policy of the Waukee Community School District not to illegally discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (for employment) marital status (for programs), genetic information (for employment), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

If you have questions or a grievance related to this policy please contact one of the following:

**Human Resources Manager: Roxy Livermore**  
Waukee Community School District  
560 SE University Avenue, Waukee, IA 50263  
Phone: 515.987.5161  
Fax: 515.987.2701  
Email: [rlivermore@waukeeschools.org](mailto:rlivermore@waukeeschools.org)

**Director of the Iowa Civil Rights Commission**  
Grimes State Office Building  
400 E. 14th Street, Des Moines, IA 50319  
Phone: 1.800.457.4416

**Director of the Region VII Office of Civil Rights**  
Department of Education  
Citigroup Center, 500 W. Madison Street, Suite 1475,  
Chicago, IL 60661-7204  
Phone: 312.730.1560  
Fax: 312.730.1576  
Email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)

The Waukee Community School District complaint procedure is outlined in [Board Policy 405.51](#).  
([Board Policy 104](#))

## **DEFINITION OF CERTIFICATED STAFF**

The term certificated staff shall include all Board of Educational Examiners (BOEE) licensed employees, whether full-time or part-time. Excluded personnel include: Administrative, non-certificated personnel and substitute staff.

## **EQUAL OPPORTUNITY EMPLOYMENT**

The Waukee Community School District will select for employment qualified applicants for each position without regard to race, color, creed, sex, religion, marital status, parental status, national origin, age, sexual orientation, gender identity, or disability. The district shall take affirmative action, consistent with its adopted affirmative action plan, in recruitment, appointment, assignment and advancement of personnel to accomplish the goals of equal employment opportunity. In keeping with the law, the district shall consider the veteran status of applicants. ([Board Policy 401.1](#))

## **\*EVALUATION PROCEDURES**

The Waukee Community School District recognizes the importance and value of evaluating an employee. An employee shall be observed (both formally and informally) by the Building Principal or appropriate licensed evaluator for the purpose of evaluation, which includes the improvement of instruction. Procedures for evaluations will follow that Professional Growth Model.

The Waukee Community School District's Professional Growth and Evaluation Model will continue to evolve over time, responding to teacher and administrative input. The district has moved from a traditional "one size fits all" evaluation to a professional growth model that recognizes career stages. The professional growth model contains clear criteria that defines the skill of teaching and recognizes and validates individual teaching styles.

For the initial licensed teacher, the model provides support for growth, clear expectations, patterns for professional behavior, and a system of accountability. The principal and the mentor provide leadership during those first critical years of a teacher's career.

With the career teacher, a professional growth focus emerges. Teachers partner with their principal as they set growth goals. Instruction reflects the Iowa Teaching Standards and characteristics of effective teaching as defined by the Danielson Framework, is shaped by defined actions, and aligns district, building, and individual goals.

The work of our career teachers reflects two presumptions:

- the presumption of competence – Competence has been clearly demonstrated; continuing employment is not an issue.
- the presumption of continued learning – Evaluations, using the Professional Growth Model, are not about employment status but are about a demonstrated desire to continue to grow professionally.

For more detailed information on the certificated staff evaluation cycle, see Professional Growth section on Waukee Community School District website.

### Notification

Within two (2) weeks after the beginning of each school year, the Building Principal or appropriate licensed evaluator shall acquaint each new employee under his/her supervision with the evaluation procedures and instrument. If the evaluation instrument is changed, returning employees shall also be informed. No formal evaluation shall take place until such orientation has been completed, and said evaluation shall be conducted with full knowledge of the employee.

### Formal Evaluation Procedure - Teacher

During an initial licensed employee's first two years of employment said employee shall be formally evaluated at least two (2) times annually. Beginning with an evaluation in Year 3, each initial licensed or newly standard licensed employee will be formally evaluated, at a minimum, once every three (3) years or as necessary to best serve the instructional process. This will include a plan for professional growth. Procedures for evaluations will follow the Professional Growth Model.

During a standard licensed employee's first year of employment, said employee shall be formally evaluated at least two (2) times annually. If district standards are met, each employee will be formally evaluated, at a minimum, once every three (3) years or as necessary to best serve the instructional process. For standard licensed teachers who do not meet district standards in year one, a second year of employment may be offered and shall include at least two (2) formal evaluations. If district standards are met, each employee will be formally evaluated, at a minimum, once every three (3) years or as necessary to best serve the instructional process.

The Building Principal or appropriate licensed evaluator shall evaluate each employee formally in writing. Such evaluation shall be based upon the employee evaluation instrument designed by the district.

Information resulting from said formal observations, in addition to other information obtained through informal observations, will be utilized in completing the employee's evaluation instrument.

Any complaint or concern against an employee that might be used in the evaluation process will be brought to the attention of the employee involved in a timely manner.

### Formal Evaluation Procedure - Coach & Activity Sponsor

#### NOTIFICATION

Prior to the start of the respective season, the Activities Director shall acquaint each coach/sponsor with the evaluation procedures and the instruments to be used. This orientation is to achieve mutual understanding of the evaluation procedure.

#### OBSERVATIONS

Observations of practices, meetings, and competitive situations will be made. These need not be announced or previously known.

#### PROCEDURE

The Activities Director shall evaluate each head coach formally in writing within thirty (30) working days after a complete season. The Activities Director or Building Principal shall evaluate other activity sponsors. Any complaint or concern against a coach or sponsor that might be used in the evaluation process will be brought to the attention of the coach/sponsor involved in a timely manner.

#### CONFERENCE AND COPY

A copy of the completed evaluation instrument shall be given to the employee at least one (1) day prior to the conference between the employee and the Building Principal or appropriate evaluator. A copy signed by both parties shall be given to the employee upon completion of the conference. The employee's signature indicates awareness of the content of the evaluation.



## RESPONSE

If the employee feels his/her evaluation is unfair or inaccurate, he/she may respond to the evaluation and submit a written response to his/her evaluator. The response shall be attached to any file copy of the employee's evaluation and shall be signed and dated by both parties to indicate awareness of content.

## \*LEAVES OF ABSENCE

All employees, both full and part-time, are entitled to sick leave, family leave, adoption leave, legal leave, and military service leave proportionate to scheduled work hours. The majority of these leaves can be found in the Collective Bargaining Agreement between the WEA & Waukee CSD.

Employees must enter all leave requests into Absence Management prior to being absent from work. Leave allotments will be prorated on a fiscal year basis according to start date.

Employees utilizing sick, family, adoption, legal, bereavement leave, or unpaid leave(s) are prohibited from working for another employer when on such leave.

## Emergency Leave

In the absence of a negotiated agreement, the employee may be granted two days of emergency leave. The reason for the leave must be unforeseen and beyond the control of the employee. The administration shall be notified as soon as possible concerning the request for an emergency leave of absence. No deduction of salary will be made if the absence is approved. ([Board Policy 404.2](#))

## FMLA

The Family and Medical Leave Act provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees with at least one year of service with the Waukee Community School District who have worked at least 1,250 hours during the 12 month period immediately preceding the leave are eligible for FMLA leave. At the employee's or employer's option, paid leave may be substituted for unpaid leave. The Waukee Community School District requires the utilization of all paid leave available to you to cover this time away from work. When paid leave is exhausted, leave will be unpaid.

All leave taken will run concurrently with FMLA. ([Board Policy 410.4](#))

Types of leaves that are covered under FMLA include:

- incapacity due to pregnancy, prenatal medical care or the birth of a child, and to care for the newborn child
- the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child
- to care for an immediate family member (spouse, son, daughter, or parent) with a serious health condition
- when an employee is unable to work because of his/her own serious health condition
- for a qualifying urgent need arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (exigency leave)
- Twenty-six (26) weeks of unpaid leave is available (military caregiver leave) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that meets one of the following criteria:

- Hospital Care: Inpatient care (e.g. an overnight stay) in a hospital, hospice, or residential medical facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- Absence Plus Treatment (Acute): A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that involves:
  - Two or more treatments by a health care provider
  - At least one treatment by a health care provider which results in a regimen of continuing treatment under

- the supervision of the health care provider
- Pregnancy: Any period of incapacity due to pregnancy or prenatal care.
- Chronic Health Condition Requiring Treatments: A chronic condition which:
  - Requires periodic visits for treatment by a health care provider,
  - Continues over an extended period of time; and
  - May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.)
- Permanent/Long Term Conditions Requiring Supervision: A period of incapacity which is permanent or long term due to conditions for which treatment may not be effective, e.g. Alzheimer's, a severe stroke. The patient must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- Scheduled Multiple Treatments: Any period of absence to receive scheduled multiple treatments ( including any period of recovery) by a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease (dialysis).

The Waukee Community School District can require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at Waukee CSD's expense) and a fitness for duty to return to work. For the duration of FMLA leave, the employee will not lose any employment benefit that accrued prior to the start of this leave and if the employee is covered under any medical or dental benefits, Waukee Community School District will maintain the employee's health coverage as if the employee had continued to work. Upon return of FMLA, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, if possible.

Employees seeking to use FMLA leave are required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- Notice "as soon as practicable" when the need to take FMLA leave is not foreseeable;
- sufficient information for the Waukee Community School District to understand that the employee needs leave for FMLA-qualifying reasons; or
- where Waukee Community School District was not made aware that an employee was absent for FMLA reasons and the employee wants the leave counted as FMLA, timely notice that leave was taken for an FMLA-qualifying reason.

### **Military Service Leave**

Leaves of absence for military purposes will be granted. The leave will be without loss of pay during the first 30 calendar days of the leave. ([Board Policy 410.6](#))

## **MANDATORY TRAINING**

All employees are required to complete all assigned trainings in the SafeSchools online training platform prior to employment.

\*All employees who possess an Iowa license are required by Iowa law to complete an approved Mandatory Reporter: Child and Dependent Adult Abuse training course every five years based on certificate expiration date. The Child Abuse: Mandatory Reporter course provided via SafeSchools needed for certification renewal may not be used for recertification and therefore, that course must be taken through the Area Education Agency's Professional Development Online System. The AEA assesses a \$25.00 fee for the Mandatory Reporter training. This fee is the responsibility of the employee and is not reimbursable by the Waukee Community School District.

Contact human resources for information and directions for these trainings.

## **PHYSICAL EXAMS**

All employees are to present evidence of good physical health prior to initial employment by way of a physical exam at the employee's expense. Nutrition employees are required to also have Hepatitis A vaccines (or tests). The administration may require an employee to have a physical examination if it appears that physical welfare is impairing work performance. ([Board Policy 408.7](#))

## **REASONABLE ACCOMMODATION**

Reasonable accommodations can apply to duties of the job and/or where and how job tasks are performed. For all reasonable accommodation requests, it is the employee's responsibility to submit his/her request in writing to the human resources manager for consideration prior to the accommodation being needed.

### **Lactation**

The Waukee Community School District is committed to (1) providing a reasonable break time for an employee to express milk for her nursing child for 1 year after the child's birth each time such employee has need to express the milk, and (2) a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

## **RECRUITMENT AND SELECTION**

Recruitment and selection of exempt personnel shall be the responsibility of the administration. Whenever possible the preliminary screening of candidates shall be conducted by the employee who will be directly in charge of the personnel being hired. The superintendent of Schools shall have the authority to delegate recruitment and selection responsibilities to staff members.

## **RESIGNATIONS**

Resignations shall be in writing signed by the resigning party and directed to the Superintendent of Schools and referred by the Superintendent to the Board of Directors with recommendations, as provided by statute.

The Board recognizes that there are some circumstances, which force an employee to request a release from a contract before the expiration date of the contract. These requests will be considered on an individual basis. Personnel will not be released from their contracts until a suitable replacement is contracted.

Any resignation occurring after contracts are due for the upcoming school year will be required to reimburse the district \$1,000 for liquidated damages incurred in hiring replacement certificated personnel. These expenses shall be payable to the

district by the resigning teacher as a condition for the Board to accept the resignation. Failure to provide reimbursement will result in a charge being filed in small claims court. The Superintendent/designee may waive these provisions for good cause and special circumstances. This paragraph does not apply to resignations resulting from medical disability.

In the event a personnel member terminates employment without proper release, the Superintendent is directed to advise the State Department of Education for appropriate action by the Department. ([Board Policy 403.2](#))

## **\*STAFF REDUCTION PROCEDURES**

The Waukee Community School District will take into account attrition and transfers to determine whether a reduction in force is necessary.

The Waukee Community School District shall have the right to determine when it is necessary to reduce the work forces. When, in the judgment of the district, there is a necessity for a reduction in staff, the Waukee Community School District shall determine which employees are to be retained.

Reductions in force shall be by and within the following areas of specialization and shall be categorized as elementary and secondary:

Science Teachers	Elementary Professional School Counselors	Vocal Music Teachers
Math Teachers	Secondary Professional School Counselors	Instrumental Music Teachers
Family Consumer Science Teachers	Elementary Teacher Librarians	Physical Education Teachers
Language Arts Teachers	Secondary Teacher Librarians	Art Teachers
Industrial Technology	School Nurses	ELP Teachers

Teachers		
Social Studies Teachers	Special Education Teachers	Computer Teachers
Business Education Teachers	Foreign Language Teachers	Reading Teachers
ESL Teachers	Regular Education Elementary Teachers	Intro to Ed & School to Work Teachers

Employees not found in these areas of specialization will be placed in respectable areas by:

1. Previous position held within the Waukee Community School District
2. Current BoEE license

Once area of specialization has been established:

1. Employees who are on Intensive Assistance Programs (IAP) will be reduced first
2. Employees on probation (initial license or new-to-district standard license) will be reduced second
3. Last to be considered for staff reduction will be employees not considered in #2 & 3 above.
4. In instances where an employee is in a position that cannot be continued in any other way, as determined by the district, the employee targeted for termination shall be bypassed
  - a. Prioritized criteria to be used to identify staff member to be reduced:
    - i. Least senior as defined in this contract
    - ii. Lowest educational lane placement on the salary schedule
    - iii. Highest last four (4) digits of social security number

### Recall Provisions

1. Any employee terminated under second paragraph in Staff Reduction Procedures shall be considered for recall to available positions for a period of two (2) years from the date of termination, if such request, in

writing, is made to the Superintendent of Schools or his/her designee within thirty (30) days following the date of the termination notice. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the Board. No employee may be prevented from securing other employment during the period he/she is laid off. Laid-off employees shall be reinstated in inverse order of reduction if qualified to fill the vacancies. No new or replacement appointment may be made while there are laid off teachers available who are qualified to fill vacancies. In making this determination, the District shall consider the needs of the School District, the employee's certification, educational preparation, experience, relative skill, ability and competence.

2. The School Board Secretary shall be kept informed by the terminated employee of current addresses and phone numbers and interest in recall.
3. Except when an employee is recalled in the same contract year, any employee who is recalled for a position after having been terminated or discharged under second paragraph in Staff Reduction Procedures shall be placed on the salary schedule at the next higher step from the step occupied at the time of his/her termination. An employee recalled to work in the same contract year shall be placed on the same step occupied at the time of termination. The employee's seniority shall be reinstated as it was at the time of the termination under second paragraph in Staff Reduction Procedures.
4. An employee who is recalled must contact the Superintendent of Schools or his/her designee for assignment within twelve (12) calendar days following the date the notice was sent. Such notice shall be by certificated mail, return receipt.
5. Failure to report to work upon recall and assignment within twenty (20) calendar

days from the date of such notice is sent shall result in loss of all recall rights.

6. The district shall provide written notification to the Association and to each employee who may possibly be affected by a reduction in force no later than April 30 proceeding each school year. The district shall annually provide the Association with a current list of those retaining recall rights provided by the Article.
7. Employees affected by reduction in force may retain benefits by paying the District premiums for such benefits during the period such recall rights are in effect and as permitted by the insurance carriers.

## **STANDARDS OF CONDUCT**

### **Administrative Leave**

If an employee is suspected of violating the district's policies, procedures, or work rules, he/she may be placed on administrative leave, with or without pay, pending an investigation of the situation.

### **Anti-Bullying/Harassment Policy**

Harassment and bullying of students and employees are against federal, state and local policy. The board prohibits harassment, bullying, hazing, or any other victimization, of students and employees, based on any of the following actual or perceived traits or characteristics: 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.

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.

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

Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the effect of causing injury, discomfort, fear, or suffering to the victim;

Repeated remarks of demeaning nature that have the effect of causing injury, discomfort, fear, or suffering to the victim;

Implied or explicit threats concerning one's grades, achievements, property, etc. That have the effect of causing injury, discomfort, fear, or suffering to the victim;

Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or

Unreasonable interference with a student's performance or creation of an intimidating, offensive, or hostile learning environment.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature

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.

The principal will notify the primary investigator, human resources manager, or designee, if further exploration is needed. The investigator will 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 investigator will interview the complainant and the alleged harasser and other witnesses as deemed appropriate. The alleged harasser may file a written statement in response to the complaint. The school or school district will promptly and reasonably investigate allegations of bullying or harassment. 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.

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 school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment.

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. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination. ([Board Policy 103](#) & [103-E](#))

## Attendance

Reliable, consistent attendance is a requirement and essential function of all employees. Absenteeism and

tardiness place an undue burden on other employees and the district. Employees are expected to be punctual and dependable in order to meet the needs of the district. Employees who are unable to meet their obligations of regular and reasonable attendance and punctuality are subject to disciplinary action, even if the employee has not yet exhausted available paid leave.

Employees must enter their leave time into Absence Management in advance according to leave policy. Additional requirements such as contacting the supervisor may be required within specific departments. An employee who does not report to work and does not enter their leave into Absence Management, or personally contact his/her supervisor, is subject to disciplinary action, up to and including termination.

## Employee Badges & Building Access Cards

All district staff will be given a district-issued employee badge. They must clearly display their identification badge at all times.

Buildings in the district are programmed for keyless access. Designated employees will be provided with an access card into their assigned work site. Deviations from protocol must be approved by the building or district administration.

The Human Resources Department should be notified as soon as possible when access cards and/or employee badges are lost or stolen. Once an employee leaves employment with Waukee Community School District, access cards and employee badges must be turned into your supervisor or the Human Resources Department.

## Employee Conduct

Waukee Community School District employees shall maintain high standards of conduct and act in a mature and responsible manner at all times. Employees shall not engage in activities which violate federal, state or local laws, or which in any way diminish the integrity or efficiency of the Waukee Community School District.

Employees must notify human resources of any arrest, the filing of any criminal charges, and the disposition of any criminal charges pending against

them within five (5) business days of notification to the employee.

Employees must notify Human Resource of any child abuse complaints filed against them as well as the findings in any complaints against them alleging child abuse. Notification of human resources of any complaints and findings should occur within five (5) business days of notification to employee. ([Board Policy 413.9](#))

### **Professional Appearance & Attire**

All employees shall dress in a manner appropriate to the educational environment and their positions. Administrators and supervisors shall interpret and enforce this policy. It shall be the responsibility of the superintendent in conjunction with administration and supervisors to develop administrative procedures regarding this policy. ([Board Policy 413.15](#))

### **Severe Weather/School Closings**

Staff should be familiar with building safety procedures in case of severe weather conditions. The superintendent has the authority to close schools & buildings, dismiss them early, or keep them open beyond the regular work hours in case of extreme weather or other emergency conditions. As soon as possible after the decision has been made, the superintendent shall arrange to announce the closing via the news media. ([Board Policy 504.7](#))

### **Substance Free Workplace**

The Waukee Community Board of Education expects the school district and its employees to remain substance-free. No employee shall unlawfully manufacture, distribute, dispense, possess or use 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 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.

If an employee is charged of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor

of the conviction within five days of the conviction. An employee who violates the terms of this policy shall be subject to discipline up to and including termination.

The Superintendent or designee shall be responsible for publication and dissemination of this policy to the employees. In addition, the Superintendent or designee shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of the availability of substance abuse treatment programs.

It is the responsibility of the Superintendent to develop administrative regulations to implement this policy. ([Board Policy 413.2](#))

### **Tobacco-Free Environment**

School district facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use, including the use of look-alikes where the original would include tobacco or nicotine. This policy applies at all times, including school-sponsored events. Persons failing to abide by this request are required to extinguish their smoking material, dispose of the tobacco, nicotine, or other product, or leave the school district premises immediately. ([Board Policy 1003.7](#))

## **STATEMENT OF GUIDING PRINCIPLES**

The goal of the board of directors of Waukee Community School District is to provide an educational program of the highest standards possible. Success in attaining this goal is dependent in large measure upon the competency of the professional staff and of those who serve in direct supporting positions to the instructional program of the school.

It shall be the policy of the board of directors to recruit and retain the highest caliber of employees.

It shall be the policy of the board of directors to appoint all personnel only upon the recommendation of the superintendent of Schools. ([Board Policy 400](#))

## **TECHNOLOGY**

By using Waukee Community School District network, users acknowledge their understanding that all facilities (hardware, software, Internet, etc.) are to be used in a responsible, ethical, and legal manner. The Waukee Community School District reserves the right to monitor all activity and use of the network. This includes, but is not limited to, monitoring of downloaded materials, files and documents stored in user's' folders, observe screens of users, and read email and block what the district considers to be inappropriate sites. The district cannot and does not guarantee user privacy or system reliability and is not liable for any loss or corruption of data resulting from using the Internet. Any employee who violates this policy or applicable state and federal laws may be subject to disciplinary action as determined by the superintendent or designee. ([Board Policy 605.6 & 401.3](#))

All records of or belonging to the school district are public records and available for public examination and reproduction, except those records which are defined by law as confidential and those records which are copyrighted. ([Board Policy 805.1a](#))

### **Computer Support & Troubleshooting**

For assistance with computer support and troubleshooting, please use the School District's IT support ticket system, SchoolDude. This link can be found on the main school district website as well as the Staff Resources webpage.

### **Email Signature**

Your email signature should be factual in nature and only include the following information: name, title, relevant contact information, board approved district logos and confidentiality notice.

## **\*TRANSFER PROCEDURES**

The Waukee Community School District reserves the right to assign and/or transfer an employee(s) according to the needs of the school district.

## **Definitions**

**Vacancy:** A vacant position exists when a regular contract position becomes available because of resignation, death, retirement, transfer or termination of an employee, or when a new position has been created.

**Voluntary Transfer:** Movement initiated by the employee from a current assignment to a vacant posted position.

**Involuntary Transfer:** Movement initiated by the employer from a current work assignment to another work assignment.

**Relocation:** Movement of an existing category of job to a different building in the district due to the job no longer existing in the current building.

**First Consideration:** Employees meeting posted criteria will be interviewed for positions of interest in the order of their respective tier (tier is explained below). Each employee within a designated Tier (1-3) will be interviewed (if qualified), and a decision made prior to moving to the next tier for consideration. If employee does not meet posted criteria, then the hiring manager may interview other candidates according to the progressive tier system. Current employees must indicate in their notice of interest what tier they are claiming in order to determine their respective priority.

Tier 1 – Employees that have been notified that their position will be eliminated within 12 months will receive the first consideration (priority) over other employees.

Tier 2 – Employees that have been transferred involuntarily within the previous 36 months will be given first consideration to their previous position they vacated within same building.

Tier 3 – Employees that seek a voluntary transfer. (See Appendix A)

### **Voluntary Transfer**

**School Year Posting:** Notice of vacancies will be posted to the district human resources website. An email notice to staff that internal vacancies have been posted will be issued on the last business day of the week directing employees to check the website. Posted positions will remain on the internal district human resources website for five (5) school business days. All postings on the district human resources website will provide a closing date and



time. Positions will close at the end of a business day, which will be considered to be 4:00 pm.

Summer Months Posting: No voluntary transfer will be granted for vacancies occurring between the last scheduled teacher workday of the respective school year or after contracts are due (whichever is later), through September 30<sup>th</sup> of the following school year. Extracurricular assignments and TLC-funded positions are excluded from this deadline.

Filing Voluntary Transfer Requests:

- a. An employee who wishes to request a transfer is required to complete the internal human resource application prior to the posted deadline and notify (in writing) their current Building Principal or designee of their intent.
- b. A voluntary transfer request will be assigned a tier level #3 designation for purpose of interviewing priority.
- c. When a vacancy occurs, an interview for those who meet posted criteria will be arranged with one of more of the following administrators: Principal or Asst. Principal of the building to which the employee wishes to transfer. After the interview, the hiring manager shall notify the employee of his/her decision.
- d. An employee's request for transfer, if granted, may become effective the following semester or school year. After an employee has obtained a voluntary transfer, the employee shall not be eligible for any other voluntary transfers during that school year excluding TLC-funded positions.
- e. If a voluntary transfer request is denied, the employee will be notified. The employee has the right to request clarification for reasons of denial of transfer.

Eligibility: A teacher is eligible for transfer if they are not currently under an Intensive Assistance Plan (IAP) and they have not received an unsatisfactory rating on their most recent evaluation.

### **Involuntary Transfer**

Changes in teaching assignment or building assignment may be made upon the initiative of the Waukee Community School District. Prior to involuntary transferring an employee, the district will consider filling such positions with a qualified volunteer. In the absence of a qualified volunteer, a decision will be made with input and participation of

all parties involved. That decision must be made within five (5) working days. If all parties reach consensus, adhering to established criteria, the decision is final. If consensus is not reached, the District shall consider experience, seniority, and professional balance of the teaching team as the basis of the selection. Notification to staff will be made within five (5) working days.

If an employee has been previously involuntarily transferred, the said employee shall not be involuntarily transferred again for a period of three (3) years unless said employee volunteers to participate in the involuntary process. If all parties affected fall within the three (3) year window, then D.2 does not apply.

Any employee having been notified that he/she is being involuntarily transferred may apply at any time for posted vacant positions.

An employee who is transferred involuntarily shall be assigned to tier level #2 and be given first consideration after any tier level #1 candidates are considered.

### **Relocation**

Occasionally the district needs to move an entire category of job from one building to another building, e.g. the entire 5<sup>th</sup> grade team moves from an elementary building to Vince Meyer or Instructional Services category is no longer needed in the affected building. In such cases, the employee(s) no longer have protection from involuntary transfer.

### **PART-TIME**

When a part-time position is expanded to full time and required to RELOCATE to a new building, all individuals in the affected buildings in like assignments will have the opportunity to volunteer to relocate to that position using the same process as outlined under involuntary transfer.

When a part-time position is expanded to a full-time position in the SAME building, the affected employee will receive first consideration to accept the full-time position.

### **\*TUITION REIMBURSEMENT**

Payments will be made upon request for reimbursement on the proper written form and submitted to and approved by the Human Resource Department. Verification of completed graduate

hours as evidenced by an official college or university transcript must accompany the request for reimbursement of tuition costs.

Employees in the BA classifications of the salary schedule who receive credit for graduate level courses from an accredited college or university shall be eligible to receive payment of up to six hundred dollars (\$600.00) as reimbursement for tuition costs.

Employees in the MA classifications of the salary schedule who receive credit for graduate level courses from an accredited college or university shall be eligible to receive payment of up to three hundred fifty dollars (\$350.00) as reimbursement for tuition costs.

Reimbursement Procedures:

1. Payments for tuition reimbursement are limited to any year beginning on July 1st and ending on June 30th.
2. The yearly reimbursement deadline is July 15th.
3. All reimbursement requests submitted after July 15th will be paid out of the next year.
4. Proof of payment, official transcript and reimbursement form are required for reimbursement.
5. Payments will NOT be made for reimbursement requests submitted more than six (6) months after the end date of the course. The course end date will be determined by the date listed on the official transcript.