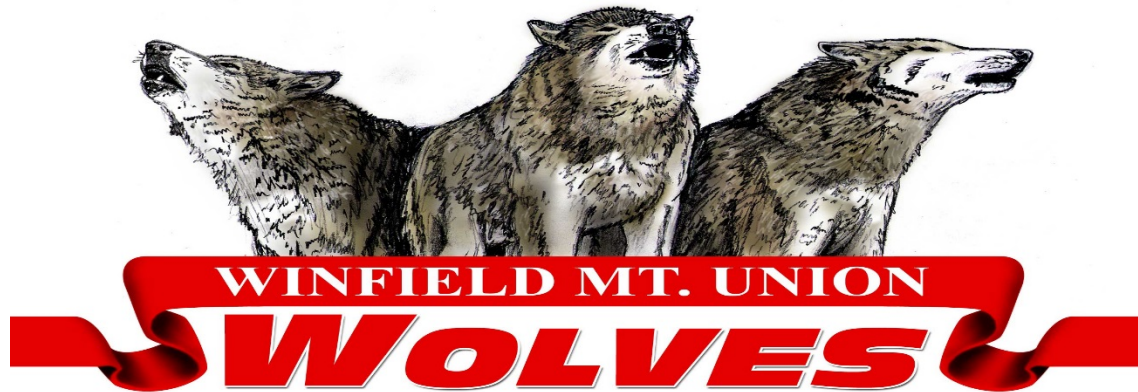


*Winfield Mt. Union Community School*  
Employee Handbook



2020-2021

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**PLEASE NOTE: THIS HANDBOOK  
IS NOT A CONTRACT**

# OPENING STATEMENT

## Welcome Letter

The Winfield – Mt. Union Community School District wishes each of you a sincere welcome. We hope that you have many happy and worthwhile experiences, and that all students attending our building will take pride in their school and its programs.

The Mission of the Winfield-Mt. Union Community School District is to provide each individual with the opportunities for learning within a stimulating environment. Learning experiences will promote behavior changes that will affect continuing adjustments to life. Since you will be held responsible for this information it is important to read the entire handbook carefully and know its contents. Not knowing this information will not be accepted as a valid excuse for noncompliance.

## MISSION STATEMENT

*Partners preparing productive citizens.*

*Learning  
Development*

*WISDOM*

*WONDER*

*COGNITIVE  
GROWTH*

*AFFECTIVE*

*STANDARDS*

*PERSONAL  
DEVELOPMENT*

*STUDENT  
WELLNESS*

*WHOLE CHILD  
SOCIAL  
DEVELOPMENT*

*WORK*

*WARMTH*

*PERSONAL  
SKILLS*

*SOCIAL  
SKILLS*

*SKILLS/BEHAVIOR  
DEVELOPMENT*

## Definitions

In this handbook, the word "parent" also means "guardian" unless otherwise stated. An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated. The term "school grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses. The term "school facilities" includes school district buildings and vehicles. The term "school activities," means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

## Classroom Teacher Expectations

1. Classroom expectations should be taught and posted in the classroom. Hold students accountable for these expectations.
2. Be prepared for class. Lesson plans should be written and materials should be ready in advance.
3. Have materials easily accessible for substitute teachers. This includes a daily schedule, class lists, seating charts, emergency procedures, information regarding student medical information, special education and behavior concerns, and where to locate materials in the classroom.
4. Classroom discipline ties directly with student and teacher engagement. Make sure your lessons keep students actively involved in their learning.
5. Model the behavior you wish your students to follow.
6. It is important that you are punctual. This includes arriving at work, being to assigned duties, following the lunch schedule, and dropping off and picking up students from special classes.
7. Do not leave your students unsupervised. If you need assistance please contact the office.
8. Your classroom should be an inviting atmosphere. Classrooms should be kept in an orderly fashion for safety purposes and to assist with cleaning.
9. Classroom assignments and tests should be graded in a timely fashion and communicated with the student. Your Power School grade book should be updated weekly at a minimum.
10. Staff meetings will occur and attendance is required. If you need to be absent please notify your building principal in advance.
11. All copyright laws are to be followed.

## Communication

1. Parents play an important role in education, and it is important to view them as a partner. Inform parents of both concerns and celebrations that their child is experiencing as well as changes in behavior that you may be noticing. It is better to be proactive than reactive.
2. Remember that student information is confidential. Please use caution when discussing student issues. This includes how you share information with co-workers, classroom volunteers, the public, and conversations in the staff workroom.
3. We encourage staff to build relationships with students. We want our students to feel that they are cared for by the WMU School staff. These relationships need to be kept at a professional level.
4. Please keep your building principal informed of situations as they arise in your classroom.
5. Remember that your building principal is a resource. At WMU our administrators maintain an open door policy. Feel free to come in and share, ask for assistance, or to discuss a concern.
6. Use proper channels when discussing a concern that you have. You should first voice your concerns with the building principal before seeking the superintendent and school board.
7. When using social media with students, including texting & Facebook, carbon copy parents and/or administrator to messages.

## Equal Opportunity Employment

Winfield Mt. Union School will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. The school district will not discriminate against employees or potential employees based upon race, color, creed, sex, national origin, religion, age, sexual orientation, gender identity or disability. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

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

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Equal Employment Opportunity Commissions, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, (800) 669-4000 or TTY (800) 669-6820, <http://www.eeoc.gov/field/milwaukee/index.cfm> or the Iowa Civil Rights Commission, 400 E. 14<sup>th</sup> Street, Des Moines, IA 50319, (800) 457-4416, <http://www.state.ia.us/government/crc/index.html>. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

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

## Board Policies

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available on the district website. Employees are expected to know existing board policies and know to refer to the policies when necessary.

## Handbook Subject to Change

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



# COMPENSATION AND BENEFITS

## Compensation and Salary Schedule

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

## Method of Payment

Each employee will be paid and receive an email notification on the 20<sup>th</sup> of each month. When a pay date falls on or during a school holiday, vacation, or weekend, employees will receive their paychecks on the last previous working day. All employees are required to use direct deposit.

## Placement on Salary Schedule A

All teachers shall be placed at their appropriate contractual step on the salary schedule except that the teachers now being paid above their appropriate level may remain above. If a position vacancy presents a problem because of shortage in that field, the board reserves the right to fill that vacancy by hiring above schedule.

## Credit for Experience

The Board may allow up to ten (10) years credit on the salary schedule for previous experience, providing the previous experience has been within the last fifteen (15) years.

## Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file an official transcript with the superintendent or business manager by the first Friday of September. Courses must be graduate level or undergraduate level hours approved by the Superintendent, principal or teacher quality committee. All credits must be earned from accredited institutions.

## Extra Assignment and Extended Contract Rate

The salary schedule A is based on 190 contract days. Any days beyond the stated contract days shall be paid at a teacher's per diem rate. First year teachers are based on 191 days.

## *State Teacher Salary Supplement*

The Winfield Mt Union School District will distribute any teacher salary supplement funds provided by the State of Iowa to beginning teachers state required minimums and the remainder on an equal (non-indexed) pro-rated basis among all certified staff.

## **Compensation for Extracurricular and Professional Development**

1. An employee may volunteer or be required, depending on a given situation, to take on extra duty position, with the extra duty being secondary to the major responsibility of the employee. The board will establish a salary schedule for extra duty employee positions, keeping in mind the financial condition of the school district, the education and experience of the employee, the educational philosophy of the school district, and other considerations as determined by the board.

2. Extracurricular activities listed in the attached schedule are a part of the total school program and as such are official school-sponsored activities covered by school insurance. The Board may, after exhausting all other possible means, assign teachers to extracurricular activities subject to compensation per schedule, if it is necessary to maintain an extracurricular activity.

Method of Payment: Employees participating in extracurricular activities shown on Schedule B shall be compensated according to the rate of pay as shown on Schedule B. Employees will be paid during their season. If the season is cancelled, the contract will not be paid. If the season has started, the contract will be pro-rated based on percent of season completed.

3. Certified Staff will be paid \$25.00 an hour or \$100.00 per day for approved professional development time beyond the eight-hour workday. The Teacher Quality Committee will set guidelines for approved professional development as per Senate File 277. This supplemental pay is contingent on receiving state professional development funding.

## **Continuing Contracts**

Contracts entered into with licensed employees, other than an administrator, will continue from year to year unless the contract states otherwise, as modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

## **Group Insurance Benefits**

The District offers health insurance to all staff who work 30 hours per week per the ACA Guidelines. Health, dental, and vision are available. AFLAC and American Fidelity supplemental insurance is available for all staff. For forms, benefit booklets and to keep updated on benefits, refer to the Human Resources page under District Info on the [wmucsd.org](http://wmucsd.org) website.

**Certified Staff Only:** All certified employees must purchase a single plan or show evidence of major medical insurance. The district will contribute a fixed amount to be determined annually for single and family health insurance. Staff hired prior to January 1, 2017 who waived insurance and are participating in the district 403B program will continue to receive a cash benefit until they elect district health insurance or terminate employment. Part time employees will be pro-rated.

## IPERS

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

## Tax Shelter Programs

The board authorizes the administration to make a payroll deduction for employees' tax-sheltered annuity premiums purchased from a company approved by the Department of Administrative Services in accordance with legal requirements. Employees wishing to have payroll deductions for tax sheltered annuities will make a written request to the Central Office.

## Travel Compensation – Outside the District

Employees traveling on behalf of **Winfield Mt. Union School District** and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, lodging expenses, meal expenses and registration costs. Employees will be furnished a school vehicle or paid \$.30/mile if a school vehicle is not available. Advance approval is required and a school vehicle will be used when available.

Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, indicating the date, purpose, and nature of the expense for each claim item. Failure to have a detailed receipt will make the expense a personal expense.

A maximum of \$5 for breakfast, \$10 for lunch and \$15 for dinner which includes tips will be reimbursed for meals when you are required to travel over night for the district. A detailed receipt with actual food items purchased must be presented for reimbursement.

**Meals are not allowed with the district credit card without prior approval.** Meal expenses for meetings or travel not requiring an overnight stay will not be reimbursed. According to IRS guidelines, this would be taxable income and therefore the district will not be reimbursing these meals.

## Use of District Vehicles

Only employees who possess a valid driver's license and have appropriate insurance coverage may operate a district vehicle in their work performance. When using a school vehicle, employee must complete trip log and return vehicle with full tank of fuel and all trash and belongings removed. Drivers of vehicles will be responsible to pay fines received, including parking tickets. Unsafe use, breaking motor vehicle laws, or personal use of district vehicles will not be tolerated.

Employees are required to use a school vehicle for attending professional meetings and approved school events. If a school vehicle is not available or cost effective, the district will pay thirty (.30) cents per mile for driving between the school and meeting destination. If the employee chooses to use their own vehicle, the employee will pay all expenses.

## **EMPLOYEE RELATIONS**

### **Background Checks**

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

### **Complaint Procedures**

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in presence of other employees, students or outside persons.

A formal grievance procedure is outlined in this handbook between the employee's licensed bargaining unit and the board. This policy will not apply to a complaint that has been or could be filed at the employee's discretion under that formal grievance procedure.

A formal, written complaint must be filed with the immediate supervisor if the concern is not resolved and a more formal investigation is requested. If the complaint is not resolved, the appeal process may be implemented by contacting – in order – the next supervisor in the line of responsibility, then the appropriate member of the superintendence. The issue may be resolved at any step in the appeal process. The Board of Education is the final appeal body. If specific information is shared with an individual board member, he or she may be recused from participating in an appeal hearing.

No appeal will be heard by the Board of Education and no concerns regarding staff members will be investigated or acted upon unless the concern is submitted in written form, signed by the person lodging the complaint and submitted to the board through the superintendent. Due process rights dictate that information should not be shared with the board until it formally convenes as a hearing or appeal body.

### **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 approved solicitations as a condition of continued employment.

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

## Employee Orientation

Employees must know their roles and duties. New employees will participate in an orientation program. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the business office. Employees ineligible for the school district's group health plan will be given information regarding where they can obtain health care or health care insurance.

## Employee Records

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

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

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

## Employee Searches

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

## Evaluation

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

Non-certified staff will be evaluated based on the Letter of Assignment.

Certified staff will be evaluated based on the Iowa Teaching Standards and Criteria. A comprehensive evaluation of beginning teachers that includes a review of the teacher's progress on the Iowa teaching standards and the use of the Department of Education's comprehensive evaluation instrument.

A performance review of career teachers will be conducted at least once every three years. Classroom observations, progress on the Iowa teaching standards, implementation of the teacher's individual professional development plan, and supporting documentation from other administrators, teachers, parents and students will all be utilized in reviewing the staff member's job performance.

### **Mandatory Cooperation in Workplace Investigations**

Any workplace investigation conducted by administrative staff or their designee will receive complete cooperation of all employees.

### **Mandatory Reporting of Post-Employment Arrests and Convictions**

Any employee who is arrested or convicted of any criminal charges shall report such information to the building supervisor within 24 hours. Failure to do so shall incur discipline, up to and including termination.

### **Probationary Status**

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

Licensed employees may also serve a probationary period based on performance. Such probationary period is determined on a case-by-case basis in light of the circumstances surrounding the employee's performance as documented in the employee's evaluations and personnel file. The probationary period for classified employees is one year unless otherwise stated to an individual employee.

### **Public Complaints about an Employee**

The board recognizes situations may arise in the operation of the school district which are of concern to parents, employees, students and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to board consideration however, the following should be completed:

- (a) Matters should first be addressed to the teacher or employee;
- (b) Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's building principal;
- (c) Unsettled matters regarding (b) above or problems and questions concerning the school district should be directed to the superintendent;

- (d) If a matter cannot be settled satisfactorily by the superintendent, it may be brought to the board president in writing and signed. It is within the board's discretion to hear and act upon complaints.

## **Qualifications, Recruitment, and Selection**

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

Announcement of the position is in a manner which the superintendent believes will inform potential applicants about the position consistent with board policy, state law, and the Affirmative Action Plan.

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

## **Release of Credit Information**

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

## **Employee School Passes**

School personnel should attend school functions. The admission to home contests is as follows:

1. An activity pass will be issued to any staff member signing up to work one gate.
2. Activity passes will be issued to spouses and K-5 children after signing up to work two or more gates.
3. Sign up will be via google doc at the beginning of the school year.
4. Employees, spouses and K-5 children must show passes at all sporting events to be admitted.

## **Work Day**

### **LICENSED STAFF**

1. Teachers will work an 8-hour day given they will arrive no later than 7:45 a.m. and depart no earlier than 3:30 p.m. unless prior arrangements are made with the building principal. Teachers agree to attend regularly scheduled in-service meetings, curriculum meetings, buildings meetings, and special education meetings. Teacher's attendance will only be required for one

hour outside of their normal workday. Please let the principal know if you have any items you wish discussed or you cannot attend a meeting.

2. On Friday or on the day preceding holidays or vacations the employee's day shall end at the close of the pupil day if all responsibilities have been fulfilled. Teachers will have a daily duty-free lunch. This does not apply to extra-curricular activities.

3. All classroom employees shall have a reasonable daily preparation time.

#### **CLASSIFIED STAFF**

The board will determine the compensation to be paid for the classified employees' positions, keeping in mind the education and experience of the classified employee, the educational philosophy of the school district, the financial condition of the school district and any other considerations deemed relevant by the board. The scheduled employee's hours will be determined by the Superintendent or designee.

1. Employees are considered full-time if they work thirty (30) or more hours per week.

2. Employees who work over forty (40) hours in a workweek will be paid overtime at the rate of 1.5 times their regular hourly wage rate. Leave cannot be used in addition to an eight (8) hour day of work or used to incur an overtime situation (1.5 x pay) for a forty (40) hour work week, regular time will apply.

3. Employees who work second shift only will not be required to take a lunch break.

**4. Overtime will not be permitted without prior authorization of the superintendent.**

Each hourly employee paid on an hour-by-hour basis must clock in and out according to scheduled time. Hours worked outside of work schedule must be pre-approved by supervisor. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

## **DISTRICT PROCEDURES AND GUIDELINES**

### **Copyright**

Copyright is a form of intellectual property that protects original works of authorship including literary, dramatic, musical, and artistic works. The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of "fair use."

### **Discipline**



Employee violations of board policy and work rules may result in discipline, up to and including termination. All employees who do not have a 279.13 teaching contract or 279.24 administrator contract are considered "at-will" employees and serve at the will of the board. Employees whose employment is terminated will be given the appropriate level of due process as required by law.

## WMUEA Grievance Procedure

1. A grievance is a claim by a teacher that there has been an alleged violation. The grievant may meet and adjust individual complaints with the administration. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The time limits however may be extended by mutual agreement.
2. If a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her principal within fifteen (15) workdays of its occurrence.
3. If as a result of the informal discussion with the principal, a grievance still exists, the following formal grievance procedure may be invoked. The grievant shall submit to the principal a written copy of the grievance within five (5) workdays of the informal discussion. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. If the grievance involves more than one school building a duplicate copy shall be filed with the superintendent. The principal shall meet with the grievant, at a mutually agreeable time within five (5) workdays, in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance in writing within ten (10) workdays after such meeting, and shall furnish a copy to the grievant and the Association president.
4. If the grievant and the Association are not satisfied with the disposition of the grievance, the grievance must be submitted to the superintendent within five (5) workdays. With ten (10) workdays after such written grievance is filed, the superintendent shall meet with the grievant and shall indicate the disposition of the grievance in writing within ten (10) workdays of such meeting.
5. If the grievant and the Association are not satisfied with the disposition of the grievance made by the superintendent, the Association may submit, in writing, a notification on behalf of the Association and the grievant, to the superintendent within thirty (30) workdays of his/her disposition of the grievance, to enter into arbitration. If the parties cannot agree as to the arbitrator within seven (7) work days from the notification that arbitration will be pursued, the PERB will be requested to provide a panel of five (5) arbitrators. If the PERB refuses to appoint arbitrators, then the American Arbitrators Association will be requested to provide a panel of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each of the two parties will alternately strike one name at a time until only one shall remain. The remaining name shall be the arbitrator. No party shall be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The decision of the arbitrator will be binding by both parties. The arbitrator shall be strictly limited to deciding only the issues presented to him/her in writing by the School District or the grievant.
6. The Association shall be provided information on the resolution of all grievances whether settled formally or informally. Information will be limited to the part of the contract grieved and the resolution of the grievance.  
The Board and grievant shall share equally the fees and expenses of the arbitrator.

## Employee Recognition

**Winfield Mt. Union School District** recognizes and appreciates the services of its employees. Employees who retire or resign may be honored by the board, administration, and staff in an appropriate manner. Staff members will receive recognition gifts for years of service to the school district.

## Employee Publication or Creation of Materials

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

## Professional Development and Staff Meetings

High quality teaching is imperative for student success and professional development plays a key role in this success. Employees are expected to attend all professional development opportunities and staff meetings provided by the school district unless they are on leave or have been excused by the building principal. Non-certified staff may be required to attend meetings deemed necessary by the administration.

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

## Purchasing

Once a year orders will be collected from staff needing supplies, textbooks, and equipment. The main offices will process PO's and order all merchandise. When unforeseeable purchases for items are needed a request must be submitted to the appropriate office. To make a request, follow the ordering procedures outlined by the principals. All purchases require administrative approval. **Teachers/Coaches are not to order supplies on their own initiative. This includes review materials. Staff will pay for all materials ordered without following proper procedures.**

## Religious Holiday Celebrations in Public Schools

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

### Prohibited Activities:

- Displays of religious symbols such as a crèche, an angel, a menorah, or a banner with a religious message (e.g., "Gloria in Excelsis Deo,")
- Display of religious symbols such as stars, angels, the baby Jesus.
- School-wide prayer or Scripture readings.
- A musical concert with exclusively religious music.

- Banning students from offering candy canes or other items with a religious message during non-instructional time (before or after school or during a recess) and not done in the classroom. Schools may still prohibit distribution within classrooms.
- Holding a “Christmas Party” in the classroom. (A “holiday” or “end of semester” or “end of 2014” party is OK).

**Permissible Activities:**

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

## School Activities

All school activities and functions must be scheduled through the Superintendent’s Office. If it is necessary to schedule a school activity on a Sunday, the activity must not interfere with any local church functions. The Superintendent must approve all Sunday activities.

Scheduled classes or activities are not to be cancelled without permission from the Principal. Pupils cannot be taken out of their regular classes for other activities (music, speech, etc.) unless teacher of said class and Principal mutually agrees.

When excursions, field trips, etc., are taken, permission slips signed by parent should be in possession of the Principal before activity takes place. Parents are to be notified one week prior to the trip. Teachers will check the activity calendar in order to know what, when and where functions are being held. All school activities such as field trips, parties, dances, etc., must be requested by completing a special request form and an on-line transportation request form. All school functions must be properly sponsored. This duty falls on the faculty sponsors and individual teachers of the groups involved.

## School Fees

Iowa law identifies the types of fees schools can charge. School districts only have the authority to charge fees for textbooks, school supplies, eye and ear protective devices, summer school, driver’s education, and transportation for students not eligible for free transportation. For those that are charged, the fees must be waived or reduced for those students who meet the eligibility requirements for free or reduce priced lunch. Employees cannot charge a student fee for anything without prior consent of the superintendent. Fees and fines for lost, overdue, or damaged school property will be handled at the building level.

## School Lunch Program

**Winfield Mt. Union School District** operates a lunch and breakfast program. Employees may purchase meals and other items, including milk.

- Plates need to be returned to the kitchen by 1:15 or rinse them off before returning.
- No staff or students allowed behind the serving counter.
- There is no grazing allowed. All items eaten must be paid for. You are expected to keep a positive lunch account balance.
- Staff may not eat off student's trays. This includes your own children.
- No side items may be purchased unless offered as an Ala Carte that day.
- Federal regulations prohibit staff/students from having negative lunch balances.

## School Publicity and Community Relations

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

The use of students, the school district name, or its buildings and sites for advertising and promoting products and/or services of entities and organizations operating for a profit is disallowed. Nonprofit entities and organizations may be allowed to use students, the school district name, or its buildings and sites if the purpose is education related and prior approval has been obtained from the board.

## CONDUCT IN THE WORKPLACE

### Dishonesty

District employees are expected to perform their jobs in an ethical and honest manner. Any actions deemed unethical or dishonest will incur appropriate discipline. Licensed staff members are expected to know and understand the Code of Ethics of the Iowa Board of Educational Examiners. It is available at <http://www.iowa.gov/boee/doc/ethHndot.pdf>.

### Drug & Alcohol Policy

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

## **Employee Use of Cell Phones and Social Media**

School district and personal phones and message devices are to be used appropriately at times that do not conflict with the employees' duties. All personal calls and use of social media shall occur outside of instructional time only. District telephones are only for official school business. In case of emergency, a message may be received or telephone call made, but the call should be limited to no more than five minutes. Employees will not be called to the phone during the workday except in an emergency. Failure to follow this guideline will result in disciplinary action.

## **Fighting**

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

## **Fraud/Unlawful Gain**

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

## **Neglect of Duties**

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

## **Offensive or Abusive Language**

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

## **Performing Unauthorized Work While on Duty**

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

## **Sleeping on the Job**

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

## **Tardiness**

An employee is expected to be at the job site and ready to begin work at the appointed starting time. Arriving late for work or leaving the job early is not acceptable. In extreme emergencies, notify your

immediate supervisor if you need to be late for work. Absence or tardiness because of obligations to another job or outside activity is not acceptable as an excuse. No other income-producing activity takes precedence over your job with the district.

## Use of School Facilities and Equipment

**Winfield Mt. Union School District** attempts to maintain equipment and supplies which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are school district property only to be used for conducting school district business.

Abuse or misuse of school district or non-district owned property is to be reported immediately. Failure to do so will limit district responsibility or increase employee responsibility. It is expected all employees will use care and caution using district and non-district property. Abuse or misuse or unauthorized use of district property, private property, materials, and equipment is subject to disciplinary action.

## Use of Time

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

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

# EMPLOYEE STANDARDS OF CONDUCT

## Academic Freedom

**Winfield Mt. Union School District's** curriculum leaves room for teacher discretion and academic freedom within the confines of acceptable materials as outlined in each curriculum. Teachers are expected to use good judgment in their pedagogy and consider the culture and climate of the school and community and age of the students, as they individualize curriculum and provide a learning environment and assignments for their students.

## Break or Meal Periods

Leaving the place of duty during a work shift without permission of immediate supervisor is cause for discipline, except during unpaid break periods. Employees are expected to return to work immediately upon completion of a paid or sanctioned unpaid break. Breaks are provided for classified staff as follows:

Up to 4 Work Hours = No break allowed

+4 – 6 Work Hours = One 15 minute optional break or one 30 minute unpaid meal

+6 – 7 Work Hours = Required one 30 minute unpaid meal

+7 – 8 Work Hours = Required one 30 minute unpaid meal and one optional 15 minute break

## **Computer Technology Use**

Computers and associated technology are the property of the district and are for the use of district-related activities only. District equipment is not for employee personal or business use. Misuse of district technology may incur disciplinary action. Any unlawful use of district technology will be dealt with to the full extent of the law.

District employees are urged to use great care and discretion when using social media. District issued technology is subject to inspection at any time.

## **Dress and Grooming**

All employees are required to dress in a professional and appropriate manner. Any clothing which could be deemed unsafe could result in disciplinary action. Clothing deemed inappropriate will be discussed with the employee. Tank tops, tube tops, sleeveless shirts, short shorts, yoga pants, and halter tops are not considered professional attire. As role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene. Employees are also expected to utilize safety equipment assigned them during the performance of their duty.

## **Employee Outside Employment**

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

## **Employee Political Activity**

Employees will not engage in political activity on district property under the jurisdiction of the board. Activities including, but not limited to, posting or distribution of political circulars or petitions, the collection 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.

## **Ethics – Board of Educational Examiners (BOEE)**

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

good guidance for all employees and recommended reading for classified employees as well. For a copy of the ethics code, please visit <http://www.boee.iowa.gov/doc/ethHndot.pdf>.

## Failure to Complete Reports

In order to have the school district function in a timely manner, all employees are expected to meet deadlines for all assigned paper or electronic reports, including but not limited to: time sheets, grade reports, student records, IEP documentation and testing results. Failure to meet the deadline may result in disciplinary action.

## Gifts

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

## Keys

Keys are not to be duplicated or borrowed by others (including family members). If keys are lost or stolen, contact your supervisor immediately. A non-refundable \$5.00 per metal key, \$25 per FOB will be charged for lost or stolen keys.

## Insubordination

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

Supervisors are expected to make decisions regarding the day-to-day operation of their respective departments. If problems arise with employees regarding assignments, a due process plan listed below must be followed:

1. All employees must meet with their immediate supervisors to discuss the situation within ten (10) days of the alleged occurrence. If after verbal discussion, the grievance still exists, Step two must be followed.
2. A written copy of the grievance shall be delivered to the supervisor within 5 days of the informal discussion. The statement must have the grievant view of the discrepancy and remedy for such. The supervisor will report in writing to the grievant within ten days. If the grievant is not agreeable with the disposition, Step 3 must be followed.
3. Superintendent’s Involvement – Within 5 working days of the disposition of the supervisor, the grievance must be delivered to the Superintendent for resolution. Statement must include the discrepancy and remedy for such. The Superintendent will deliver in writing a disposition within 10 working days of the receipt of the alleged discrepancy. If grievant is not satisfied with the disposition of the Superintendent, Step 4 must be followed.



4. Board Involvement – Within 10 days of the disposition from the Superintendent the grievant must submit in written form the alleged discrepancy and remedy to the Board Secretary for action from the Board at the next regular meeting or special meeting. Disposition by the Board of Education Will be final and binding by all concerned.

First Offense: Verbal reprimand by supervisor if applicable.

Second Offense: Written notice in file and a possible three-day suspension.

Third Offense: Termination

## Relationships with Co-Workers

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

## Relationships with Students

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

## Staff Technology Use/Social Networking

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

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

## Theft

All thefts should be reported immediately to a principal or supervisor. Any finding of theft will result in appropriate discipline, up to and including termination.

## Treatment of Patrons of the District

Patrons of the *Winfield Mt. Union School District* are to be treated with respect on school grounds and at school events. Employees should be courteous at all times, and report to district administration any mistreatment by district patrons.

## Volunteers

The board recognizes the valuable resources it has in the members of the *Winfield Mt. Union School District* community. When possible and in concert with the education program, members of the school district community may be asked to make presentations to the students or to assist employees in duties other than teaching. The school district may officially recognize the contributions made by volunteers.

# STUDENT AND CLASSROOM ISSUES

## Abuse of Students by a School District Employee

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

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

*Winfield Mt. Union 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. Employees are required to assist in the investigation when requested to provide information and to maintain confidentiality of the reporting and investigation process.

## Child Abuse Reporting

*Winfield Mt. Union School District* believes in protecting our students and we strive for them to be productive without outside factors weighing on their ability to learn. In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, teachers, coaches, and paraeducators are required as mandatory reporters, to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

Child abuse is the result of the acts or omissions of a person responsible for the care of a person under the age of 18 who has suffered one or more of the categories of child abuse as defined in IOWA CODE

232.68 (physical abuse, mental injury, sexual abuse, denial of critical care, child prostitution, presence of illegal drugs, manufacturing or possession of a dangerous substance, bestiality in the presence of a minor, allows access by a registered sex offender, or allows access to obscene material).

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

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

## **Field Trips**

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

## **Individuals with Disabilities Act (IDEA)**

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

## **Searches of Students and Property**

In order to protect the health and safety of students, employees, and visitors to the school district and for the protection of the school district facilities, students and their belongings and school owned lockers and desks may be searched or inspected. A search of a student will be justified when there are reasonable grounds for the suspicion that the search will turn up evidence that the student has violated or is violating the law or school district policy, rules, or regulations affecting school order. Employees must never search, pat down or otherwise inspect a student and his or her belongings without the notification of the principal. The principal will determine whether there is a reasonable belief that a law, school rule or board policy has been violated to justify the search or whether law enforcement should be contacted. Employees should never search or inspect a student's person or belongings without another adult present and only adults of the same sex of the student should be present during the search or inspection. For additional information regarding searches of students and property, please consult IOWA CODE 808A.1.

## **Standardized Testing and Assessment**

Assessment is an important part of the education process and the school district is committed to ensuring the integrity of testing and assessment practices. Employees are expected to administer

standardized tests consistent with Iowa law and Board of Educational Examiners ethical codes that promote the integrity of the assessment and the validity of student responses. Failure to do so may result in disciplinary action up to and including termination. For additional information regarding the applicable standard in the Iowa Board of Educational Examiners Code of Professional Conduct and Ethics, please visit The Board of Educational Examiners website located at <http://www.boee.iowa.gov/doc/ethHndot.pdf>.

## Student Accident or Injury

In case of an accident or injury of a pupil, the following procedures will be used.

1. Notify Principal immediately.
2. Parents will be notified if injury warrants more than simple first aid treatment.
3. Parents must make the decision in regard to the necessary medical care. School personnel will see that parents are notified, and the child placed in the care of the parents, as soon as possible.
4. Only when the parents cannot be contacted, a pupil may be taken to a doctor without parent's consent.
5. It is the responsibility and right of parents to decide as to the medical care of their child.
6. Supervisor is required to file accident report as soon as possible after the accident and secure the signature of the building principal. The accident form is on the school's website under staff-forms.

## Student Funds and Fund Raising

- Do not begin a fundraiser until you have approval from the School Board or designee.
- Clearly designate the fundraiser as "District Sponsored."
- Before placing an order for any items, obtain a purchase order with all required signatures.
- Use a locked moneybag from the Central Office and turn the money in **every day** to be deposited in the bank. NEVER KEEP MONEY IN YOUR CLASSROOM!
- After the fundraiser has ended, ensure all items have been received and authorize the invoice to be paid.

Funds raised remain in the control of the school district and the board. School-sponsored student organizations must identify a specific purpose for fundraising and secure the approval of the principal prior to spending the money raised.

## Student Records

School employees are entrusted with confidential information – whether it is about students or fellow employees. Employees must not disclose confidential student information unless it is to someone who has a legitimate educational interest in knowing the information.

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

## **Transporting of Students by Employees**

Generally, transportation of students is in a motor vehicle owned by the school district and driven by an employee. Only in rare cases, such as an emergency or a sick child, should an employee transport a student in the employee's personal vehicle and then another adult must be present. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle and will be done so after approval of the superintendent.

## **Tutoring**

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

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent and the fees go to the school district, not the teacher.

## HEALTH AND WELL-BEING

### Administering Medication

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

### Anti-Bullying and Anti-Harassment

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

The board prohibits harassment, bullying, hazing, or any other victimization, of employees and students, based on any of the following actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status. Harassment against employees based upon the employee's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age or disability is also prohibited.

### Bloodborne Pathogens

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

### Communicable Diseases – Employees

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

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

## Smoke and Tobacco Free Workplace

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

## Substance Free Workplace

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

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

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

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

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

## Employee Injury on the Job

Employee, as well as student safety, is a major district concern, and employees should remove themselves from and report any situations where their safety may be compromised. When an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury.

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

It is the responsibility of the employee injured on the job to inform their immediate supervisor within twenty-four hours of the occurrence. It is the responsibility of the employee's immediate supervisor to file an accident report within twenty-four hours after the employee reported the injury. Worker's Compensation forms are available on the district website and must also be signed by the building principal.

## **Employee Physical Examination**

Good health is important to job performance. Employees will present evidence of good health, in the form of a physical examination report, prior to their employment with the *Winfield Mt. Union School District*. New teachers will be paid up to \$50 for a physical exam. A completed physical form and receipt must be submitted before payment will be made.

2. Except for bus drivers, employees won't be required to produce evidence of good health on a regular basis. The school district, however, reserves the right to require an employee to produce evidence of the ability to perform the job should there be an issue with an employee's performance.

## **Hazardous Chemical Disclosure**

Annually, all employees will review information about hazardous substances in the workplace and be required to take the Right to Know Training. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, is included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it is distributed to all employees, and training is conducted for the appropriate employees. The Central Office and Building & Grounds Office will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.



# LEAVES AND ABSENCES

## Absenteeism

In order to accomplish the goals and mission of the **Winfield Mt. Union School District**, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Employees must notify their immediate supervisor of all times when they will be absent via sub finder or verbally. Absences arranged in advance (vacations and personal days) do not require a call when absent or when returning to work, unless outside the scheduled time off. If an employee is absent for three consecutive workdays, without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to disciplinary action. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for disciplinary action. Leaves of absences without pay are not encouraged. Requests for leave of absence without pay will generally be denied. Every employee should know to whom they report absences and submit leave requests.

## Absent Leave (Types Of)

### **SICK LEAVE      ALL STAFF (\*\*Denotes Certified Staff Only)**

1. School employees will be granted fifteen (15) days sick leave for the first year in the school system and fifteen (15) days each year thereafter.
2. Any unused days of sick leave in any one-year shall be credited for use in subsequent years with a maximum ninety (90) days accumulated for employees hired after January 1, 2017. For employees hired before January 1, 2017, any unused days of sick leave in any one-year shall be credited for use in subsequent years with a maximum of one hundred twenty (120) days accumulated.
3. Leave for maternity shall be considered sick leave and shall be at the discretion of the employee's physician. In case of absence for a female employee for maternity, sick leave provisions will apply. Family sick leave will apply for paternity leave. Sick leave for paternity leave is not allowed. Additional days requested will be considered under the Family Leave Act.

### **FAMILY SICK LEAVE**

1. Three days will be allowed for illness in the immediate family per year.
2. Three additional days may be used from the employee's sick leave for illness in the immediate family.
3. \*\*Three additional days may be used from the employee's sick leave for illness in the immediate family with the cost of the sub to be paid by the employee. Immediate family as defined as spouse/fiance, children, parent, siblings, in-laws, a person living within the household or at the discretion of Administration.

The Board may require a doctor's statement as proof of illness, if there is a question of actual illness.

## **BEREAVEMENT LEAVE**

1. A leave for not more than 5 days on full pay will be granted in case of a death in the immediate family with "day" being defined as one workday regardless of the full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes child, grandchild, spouse, parent, brother, sister, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent or grandparent in-law of the employee.
2. Two (2) additional days may be granted for a person outside the immediate family at the cost of a sub. This applies to all certified and non-certified staff.

## **PERSONAL LEAVE**

1. Two days will be allowed for personal leave during the school year. \*\*Certified staff have the option of carrying one day over into the following contract year. No more than three days will be allowed in any one year.
2. Request for personal leave shall be made three (3) days in advance to the principal. In case of an emergency, permission for such leave may be sought in person or by telephone with the written statement presented to the superintendent upon the teacher's return.
3. This leave shall not be used for the first five student days at the beginning or last five student days at the end of the school year without administrative approval. Personal leave shall not be granted the first day after a holiday or vacation period unless approved by a building administrator. Principal has right to deny leave.
4. \*\*The district agrees to pay certified teachers sub pay for unused personal days, up to 2 days per year. Teachers must submit a written request for said benefit by June 10 of the current year.

## **VACATION                      CLASSIFIED STAFF ONLY**

After 1 year of service – one week of vacation  
After 2 years of service – two weeks of vacation  
After 5 years of service – three weeks of vacation  
After 10 years of service – four weeks of vacation

## **ASSOCIATION LEAVE**

Delegate-to-Delegate Assembly will be granted three (3) days. Association will pay cost of the substitute.

## **PROFESSIONAL LEAVE**

Professional leave shall be limited to three (3) days per year unless additional days are requested by Administration. The building principal must approve all professional leave days.

## **EDUCATIONAL IMPROVEMENT LEAVE**

An employee may be granted up to one (1) full year's leave of absence for study deemed of value to the district. The leave will be without pay, and the employee will not be credited with advancement on the salary schedule. Criteria will include the following:

- One person each year may be granted educational leave
- Employees requesting leave must submit requests in writing to the superintendent by April 1<sup>st</sup> of the year requesting to be gone.
- Approval will be contingent upon hiring a replacement that is acceptable to the Board
- The employee making the request must have served in the district five (5) consecutive years
- Educational leave may be granted at sole discretion of the Board
- Granting or withholding of education leave shall not be subject to the grievance procedure

## **Family and Medical Leave**

Unpaid family and medical leave will be granted up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) per year to assist eligible employees in balancing family and work life. Requests for family and medical leave will be made to the superintendent. Employees eligible for family and medical leave must comply with the family and medical leave policy and administrative rules prior to starting family and medical leave. Employees will be required to take all appropriate paid leave simultaneously with FMLA Leave. See Board Policy 409.3 for additional information.

## **Jury Duty Leave**

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

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

## **Military Service Leave**

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

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

## **Political Leave**

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

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

## **Unpaid Leave**

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies of the board after all personal leave time has been used. Unpaid leave for employees must be authorized by the superintendent.

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

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, employees will make a written request for unpaid leave three days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the superintendent.

## **SAFETY AND SECURITY**

### **Asbestos Notification**

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

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

### **Building Security**

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

## **Corporal Punishment, Restraint, and Detaining Students**

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

State law also places limits on school employees’ abilities to restrain or confine and detain any student. The law limits why, how, where, and for how long a school employee may restrain or confine and detain a student. If a student is restrained or confined and detained, the school must maintain documentation and must provide certain types of notice to the child’s parent. For additional information regarding Iowa law on this issue, please visit the “Timeout, Seclusion, and Restraint” section of the Iowa Department of Education’s website, located at <https://www.educateiowa.gov/pk-12/learner-supports/timeout-seclusion-restraint>.

## **Drills and Evacuations**

Periodically the school holds emergency fire, tornado, and bus riding drills. At the beginning of each semester, teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas are posted in all rooms.

A minimum of two fire and tornado drills will be held during each semester as required by law. Additionally, at least one emergency drill related to an active shooter or other natural disaster will be conducted annually involving staff and/or students.

## **Emergency Closings/Inclement Weather/Other Interruptions**

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify the radio/TV station to broadcast a school closing announcement. Every attempt will be made to communicate this information by 6:00 a.m. or the prior evening.

For information on SCHOOL CLOSING or BAD WEATHER, listen to one of the following radio stations: KILJ (FM 105.5 - Mt. Pleasant), KCII (FM 95.3 - Washington), TV Stations: KWQC. Staff will also receive this information via text, email and/or Facebook via the govdelivery.com school information system.

In the event that the start of school is delayed, or dismissal is earlier, because of weather, teachers shall be required to be at school no earlier than 10 minutes before pupils arrive and stay no longer than 5 minutes after pupils are dismissed. Provided, however, that for good cause the Superintendent may require the teachers to arrive earlier or stay later up to the limits of the regular school hours.

## **Staff Identification Badges**

An identification badge shall be issued to each employee. Badges shall be worn when the employee is on duty and shall be displayed between the waist and the shoulder on the outer garment or on a lanyard. If an employee comes to work without the permanent badge, a temporary badge may be obtained from the Central Office.

## Threats of Violence

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

## Visitors/Guests

The board welcomes the interest of parents and other members of the **Winfield Mt. Union School District** and invites them to visit the school buildings and sites. Visitors, which include persons other than employees or students, must check in the Central Office to obtain a visitor badge upon arrival.

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

Visitors will conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. Children who wish to visit school must be accompanied by a parent or responsible adult.

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

## Weapons

The **Winfield Mt. Union School District** is committed to maintaining a safe and secure learning environment for students and staff. The board believes weapons, other dangerous objects and look-a-likes in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

School district facilities are not an appropriate place for weapons, dangerous objects and look-a-likes. Weapons and other dangerous objects and look-a-likes will be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district. Employees who witness or have knowledge about the presence of potential weapons on school property should notify the proper authorities immediately.

# TERMINATION OF EMPLOYMENT

## Contract Release – Licensed Employees

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

Release from a contract will be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board the cost of advertising incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs is a condition for release from the contract at the discretion of the board. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court

## Resignation – Licensed Employee at Year End

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

## Resignation – Classified Employees

Classified employees who wish to resign mid-year or mid-assignment, must give the school district at least two weeks notice. Those resigning at year end or at the end of an assignment must give notice of the intent to resign in writing to the superintendent.

## Reduction in Force

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

It is the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance;
- Qualifications for co-curricular programs; and
- Number of continuous years of service to the school district. This will be considered only when the foregoing factors are relatively equal between licensed employees.

Due process for termination due to a reduction in force will be followed.

## Reduction and Transfer of Certified Staff

The administration, with input from staff, shall determine the subject areas in grades 6-12 and the number of positions in the elementary school in which reduction will be made and the number of positions affected. Employees are classified by certification areas: grades preschool through kindergarten, kindergarten through sixth grade (K-6), and fifth through twelfth grades (5-12), except those areas of certified K-12, such as music, guidance, art, physical education, and library, for purposes of staff reduction.

The order of reduction of teachers shall be based on equal consideration of qualifications and length of service of the teachers. The order of reduction is not subject to the grievance procedure. If reduction is needed and two or more teachers have equal qualifications and seniority, then the teacher's evaluations will be considered starting with the most recent evaluations and working back to determine if there are any performance deficiencies. The teacher whose number is lower from the evaluations total will be reduced.

An order of reduction list based on the criteria above will be furnished with the understanding that it is subject to change based on change in qualifications or seniority.

If the administration determines that staff must be reduced, the administration shall give written notice to each employee who may be affected by reduction no later than April 30<sup>(per Iowa code 279.15.)</sup> preceding each school year, before implementing such reduction.

### **1. Voluntary Transfer**

Should a teaching opening occur within the district, qualified teacher (s) already employed by the district will have the opportunity to apply for the position, via Teach Iowa, for one week prior to the position being opened to non-district applicants.

### **2. Involuntary transfers**

Teacher (s) begin assigned a different position will have the opportunity to provide input concerning the proposed assignment (s) no less than five (5) working days prior to the proposed decision being finalized.

This language in no way limits the administrator authority to assign staff to best meet the needs of the district.

## Retirement

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

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

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



## **STAFF USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS**

The Internet, a global computer network referred to as the World Wide Web, and electronic communications (e-mail, chat rooms and other forms of electronic communication) have vast potential to support curriculum and learning. The Board of Education believes they should be used in schools as a learning resource to educate and to inform.

The Board of Education supports the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training and collaboration and dissemination of successful educational practices, methods and materials.

The Board believes the educational opportunities inherent in these tools far outweigh the possibility that users may procure material not consistent with the education goals of the district. However, the Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of district computers and computer systems to avoid contact with material or information that violates this policy.

### **Blocking or filtering obscene, pornographic and harmful information**

To protect students from material and information that is obscene, child pornography or otherwise harmful to minors, as defined by the Board, software that blocks or filters such material and information has been installed on all district computers having Internet or electronic communications access. Blocking or filtering software may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18.

### **No expectation of privacy**

District computers and computer systems are owned by the district and are intended for educational purposes and district business at all times. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The district reserves the right to monitor, inspect, copy, review and store (at any time and without prior notice) all usage of district computers and computer systems, including all Internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed/received through district computers and computer systems shall remain the property of the school district.

### **Unauthorized and unacceptable uses**

Staff members shall use district computers and computer systems in a responsible, efficient, ethical and legal manner. Because technology and ways of using technology are constantly evolving, every unacceptable use of district computers and computers systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following.

No staff member shall access, create, transmit, retransmit or forward material or information: that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons that is not related to district education. Objectives that contains pornographic, obscene or other sexually oriented materials, either as pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex or excretion that harasses, threatens, demeans, or promotes violence or hatred against another person or group of persons with regard to race, color, sex, religion, national origin, age, marital status, disability or handicap for personal profit, financial gain, advertising, commercial transaction or political purposes. That plagiarizes the work of another without express consent. That uses inappropriate or profane language likely to be offensive to others in the school community. That is knowingly false or could be construed as intending to purposely damage another person's reputation in violation of any federal or state law, including but not limited to copyrighted material and material protected by trade secret. That contains personal information about themselves or others, including information protected by confidentiality laws using another individual's Internet or electronic communications account without written permission from. That individual that impersonates another or transmits through an anonymous re-mailer that accesses fee services without specific permission from the system administrator

## **Security**

Security on district computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited.

### **Staff members shall not:**

Use another person's password or any other identifier.

Gain or attempt to gain unauthorized access to district computers or computers systems, read, alter, delete or copy, or attempt to do so, electronic communications of other system users. Any staff member identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and electronic communications.

## **Confidentiality**

Staff members shall not access, receive, transmit or retransmit material regarding students, parents/guardians or district employees that is protected by confidentiality laws. If material is not legally protected but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material. Staff members shall handle all employee, student and district records in accordance with policies GBJ (Personnel Records and Files), JRA/JRC (Student Records/Release of Information on Students) and EGAEA (Public Electronic Mail Records).

## **Vandalism**

Vandalism will result in cancellation of privileges and may result in school disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse or disrupt operation of any network within the school district or any network connected to the Internet, operation of any form of electronic communications, the data contained on any network or electronic communications, the data of another user, usage by another user, or district-owned software or hardware. This includes, but is not limited to, the uploading or creation of computer viruses and the use of encryption software.

## **Unauthorized software**

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner.

## **Staff member use is a privilege**

Use of the Internet and electronic communications demands personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy will result in the loss of the privilege to use these tools and may result in school disciplinary action and/or legal action. The school district may deny, revoke or suspend access to district technology or close accounts at any time.

Staff members shall be required to sign the district's Acceptable Use Agreement annually before Internet or electronic communications accounts shall be issues or access shall be allowed.

## **School district makes no warranties**

The school district makes no warranties of any kind, whether expressed or implied, related to the use of district computers and computer systems, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by the district of the content, nor does the district make any guarantee as to the accuracy or quality of information received. The School District shall not be responsible for any damages, losses or costs a staff member suffers in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the staff member's own risk.

LEGAL REFS.: 47 U.S.C. 254(h) (Children's Internet Protection Act of 2000) 47 U.S.C. 231 (Child Online Protection Act of 1998) 20 U.S.C. 6801 et seq. (Elementary and Secondary Education Act)

## Appendix

### Acknowledgement of Receipt

I acknowledge that I have received or can access a copy of the **Winfield Mt. Union School District's** Employee Handbook available at [hr.wmucsd.org](http://hr.wmucsd.org) understand the Employee Handbook contains important information about the **Winfield Mt. Union School District** and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult the business office with any questions I have about the contents of the Employee Handbook or any questions that I feel were not addressed.

I understand that the Employee Handbook is a general source of information and may not include every possible situation that may arise. I acknowledge that the Employee Handbook is not intended and does not constitute a contract between the **Winfield Mt. Union School District** and any employee.

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Employee's Signature

Date

---

Employee's Name (Printed)

### Annual Acceptable Use Agreement

I have read, understand, and will abide by the district's policy on Staff Use of the Internet and Electronic Communications. Should I commit any violation or in any way misuse my access to the school district's computers or computer system, including the use of the Internet and electronic communications, I understand and agree that my access privileges may be revoked and disciplinary and/or legal action may be taken.

I hereby release the school district from all costs, claims, damages, or losses resulting from my use of district computers and computer systems, including use of the Internet and electronic communications, including but not limited to any user fees or charges incurred through the purchase of goods or services. Your signature on this Acceptable Use Agreement is binding and indicates you have read the school district's policy on Staff Use of the Internet and Electronic Communications and understand its significance.

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Employee's Signature

Date

---

Employee's Name (Printed)

**RETURN THIS PAGE TO BRENDA WADE BY SEPTEMBER 3<sup>RD</sup>.**