

**Benton Community  
Schools  
ALL Employee Handbook**



**2023-2024**

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## OPENING STATEMENT

This handbook is for all employees of the Benton Community School District. The Handbook is a general source of information and may not include every possible situation that could arise. Specific Handbooks for each Department are in the Appendices.

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

## Welcome Letter - From Dr. James Bieschke, Superintendent

Dear Valued Employees,

On behalf of the entire school district, I extend a warm welcome to each and every one of you. At the heart of any successful school district are its dedicated and talented employees, and I am honored to lead such an exceptional team. Together, we have the privilege of shaping the lives of our students, nurturing their talents, and preparing them for a bright future. Each one of you plays a vital role in this mission, and your commitment to excellence is deeply valued.

This handbook is designed to provide you with a reliable resource that promotes transparency, fairness, and consistency. It serves as a compass for understanding the values and principles that guide our district, ensuring that we maintain an environment conducive to learning, growth, and mutual respect. It is essential that we all familiarize ourselves with its contents and uphold the expectations set forth within.

In our pursuit of excellence, it is crucial to remember that we are not only educators but also mentors and role models for our students. We must exemplify the qualities we wish to instill in them—integrity, compassion, curiosity, and perseverance. Let us always strive to be the best versions of ourselves, knowing that our actions have a profound impact on the lives of those we serve.

As we embark on this new academic year, I have full confidence in our collective ability to overcome challenges and achieve remarkable success. The education landscape may continue to evolve, but our dedication to providing the best possible education for our students remains unwavering. Together, we will adapt, innovate, and create transformative educational experiences.

Thank you for your unwavering commitment to our students and for your unwavering support of our district's mission. I am honored to work alongside each and every one of you, and I look forward to the incredible journey we will undertake together.

In pursuit of a “Quality Education for a Lifetime of Learning”,

Dr. James Bieschke, Superintendent

*Superintendent of Schools*

*Download our App at your mobile App store and follow us: Benton Community Schools*

*Follow us on Facebook - <https://www.facebook.com/BentonCSD>*

*District Website - <https://www.benton.k12.ia.us/>*

## Definitions

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

**“The district”** means the *Benton Community School District*.

**“Employee”**

1. The term "Full-Time Employee shall mean an individual who is employed forty (40) hours or more per week, fifty-two (52) weeks per year.
2. The term "Part-Time Employee “ shall mean an individual employed less than forty (40) hours per week for fifty-two (52) weeks or less per year.

**“Benton Community”** or **“Benton CSD”** means Benton Community School District

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

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

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

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

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

# School District Mission Statement, Educational Goals and Expected Outcomes

***Benton – a place to belong! Quality education for a lifetime of learning.***

***Serving the communities of Atkins, Blairstown, Elberon, Keystone, Newhall, Norway, Van Horne, and Watkins***

**Benton Community Schools**

**Mission Statement:**  
Quality Education for a Lifetime of Learning

**District Core Values/Beliefs:**  
Educational Excellence  
Caring/Belonging Environment  
Continuous Growth  
Team Work

**Student Standards:**  
Creative Problem Solvers  
Cooperative Contributors  
Complex Thinkers  
Self-Directed Learners  
Responsible Citizens  
Effective Communicators



### Bobcat Fight Song

We Benton fans are proud to cheer our athletes on to fame  
We'll do our best to try to make a victory of each game  
So on for Benton, dear old Benton, the team that's strong and  
bold  
We've proved the Bobcat's right to wear the royal blue and gold!!

(Shouted) B-E-N-T-O-N GO BOBCATS

Let's raise the Benton colors high so all the fans can cheer  
To let them know a Benton Bobcat victory is near!  
But if we lose, we won't complain, we'll keep on being bold  
We've proved the Bobcat's right to wear the royal blue and gold

### School Colors:

Royal Blue and Gold

### School Mascot:

Bobcat

### Mascot graphic image





## Benton Community SD Mobile App

### Stay informed and updated about your school!

Our school district now has an App! Download the app from your mobile device App store and follow everything taking place in your child's school as well as all other news, alerts and updates!

Link to our website: [www.benton.k12.ia.us](http://www.benton.k12.ia.us)

Video for how to download the App and get going! [Benton CSD \(1\).mov](#)

It's everything Benton Community,  
**in your pocket.**

Documents · Events · Staff Directory · Alerts · News



## Handbooks

### 1. [ALL EMPLOYEE HANDBOOK](#)

- i. Associate employees - appendix B
- ii. Licensed employees - appendix C
- iii. Building secretarial employees - appendix D
- iv. District secretarial employees - appendix E
- v. Food Service - appendix F
- vi. Maintenance Employees - appendix G
- vii. Transportation employees - appendix H
- viii. Directors - appendix I
- ix. Middle School/High School Staff Handbook (& elementary as specific topics apply)

### 2. [MS/HS Student Handbook](#)

### 3. [Elementary Student Handbook 22-23](#)

### 4. [Elementary Curriculum Manual 22-23](#)

### 5. [Secondary Curriculum Manual 22-23](#)

### 6. [2022-2023 All Employee Handbook](#)

### 7. [Activities Handbook](#)

### 8. [Preschool Handbook](#)

## Equal Opportunity Employment

The district 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 district does not discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age, sexual orientation and gender identity in its employment and personnel practices. 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. Our affirmative action coordinator is Mr. Phillip Eastman, Principal at Norway Elementary.

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

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Benton Community School District, PO Box 70, Van Horne, IA 52346 or by phone at 319-228-8701.

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 Commission, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, 1-800-669-4000 or TTY 1-800-669-6820, [www.eeoc.gov/field/milwaukee/index.cfm](http://www.eeoc.gov/field/milwaukee/index.cfm)

OR

- The Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, IA 50319, (800) 457-4416, <https://icrc.iowa.gov/>.

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

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

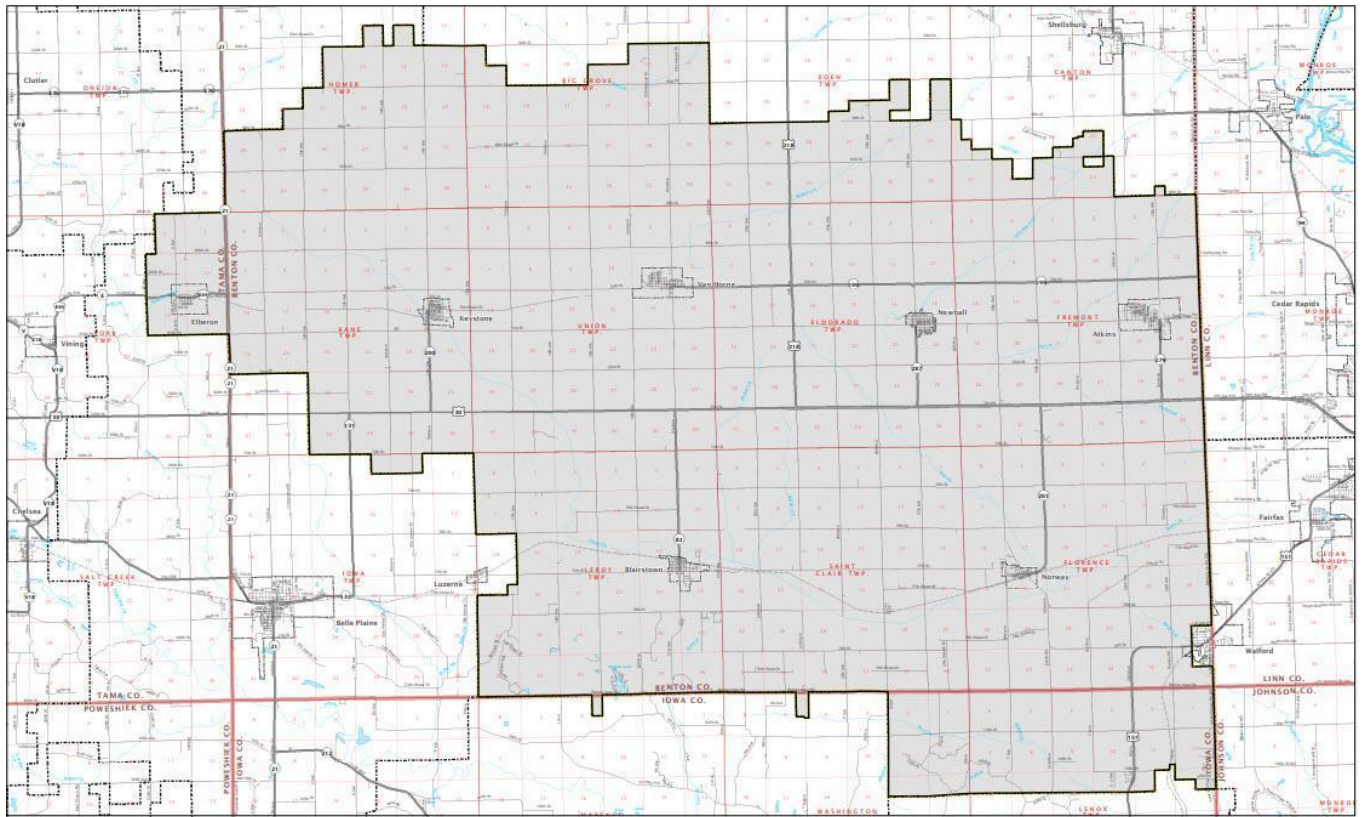
# School Calendar

| 2023-2024 School Calendar - Benton CSD  |           |    |    |    |    |         |         |
|---|-----------|----|----|----|----|---------|---------|
|   | August    |    |    |    |    | Student | Tchr    |
|   | M         | T  | W  | Th | F  | Days    | Hrs     |
| Start - Finish  |           | 1  | 2  | 3  | 4  |         |         |
| August 23 - May 24  | 7         | 8  | 9  | 10 | 11 |         |         |
| Summary of Calendar   | 14        | 15 | 16 | 17 | 18 |         | 3       |
| First Quarter   | 21        | 22 | 23 | 24 | 25 | 3       | 19.74   |
| Second Quarter  | 28        | 29 | 30 | 31 |    | 4       | 24.49   |
| Third Quarter   | September |    |    |    |    |         |         |
| Fourth Quarter  |           |    |    | 1  | 1  | 6.58    | 1       |
| TOTAL DAYS  | 4         | 5  | 6  | 7  | 8  | 4       | 24.49   |
| TOTAL HOURS   | 11        | 12 | 13 | 14 | 15 | 5       | 31.07   |
| CALENDAR LEGEND   | 19        | 20 | 21 | 22 | 23 | 5       | 31.07   |
| End of grading period   | 26        | 27 | 28 | 29 | 30 | 5       | 31.07   |
| PD Full Day   | October   |    |    |    |    |         |         |
| PT Conf.  | 2         | 3  | 4  | 5  | 6  | 5       | 31.07   |
| PD Early Out  | 9         | 10 | 11 | 12 | 13 | 5       | 31.07   |
| Vacation Days   | 16        | 17 | 18 | 19 | 20 | 5       | 31.07   |
| Professional Development  | 23        | 24 | 25 | 26 | 27 | 5       | 31.07   |
| Full Days   | 30        | 31 |    |    |    | 2       | 13.16   |
| August 16, 17, 18, 21, 22   | November  |    |    |    |    |         |         |
| Jan. 15   | 6         | 7  | 8  | 9  | 10 | 5       | 31.07   |
| Feb. 19   | 13        | 14 | 15 | 16 | 17 | 5       | 31.07   |
| May 28, 29  | 20        | 21 | 22 | 23 | 24 | 2       | 11.33   |
| 1/2 Days  | 27        | 28 | 29 | 30 |    | 4       | 24.49   |
| Designated with orange color to be used for professional development, grade reporting, collaboration and planning | December  |    |    |    |    |         |         |
| Contract Comp Days:   | 4         | 5  | 6  | 7  | 8  | 5       | 31.07   |
| Nov. 22   | 11        | 12 | 13 | 14 | 15 | 5       | 31.07   |
| March 18  | 18        | 19 | 20 | 21 | 22 | 4       | 24.49   |
| Possible Dates for Make-Up:   | 25        | 26 | 27 | 28 | 29 |         |         |
| Jan. 15   | 1         | 2  | 3  | 4  | 5  | 4       | 24.49   |
| Feb. 19   | 8         | 9  | 10 | 11 | 12 | 5       | 31.07   |
| End of the year   | 15        | 16 | 17 | 18 | 19 | 4       | 24.49   |
|   | 22        | 23 | 24 | 25 | 26 | 5       | 31.07   |
|   | 29        | 30 | 31 |    |    | 3       | 17.91   |
|   | February  |    |    |    |    |         |         |
|   |           |    |    | 1  | 2  | 2       | 13.16   |
|   | 5         | 6  | 7  | 8  | 9  | 5       | 31.07   |
|   | 12        | 13 | 14 | 15 | 16 | 5       | 31.07   |
|   | 19        | 20 | 21 | 22 | 23 | 4       | 24.49   |
|   | 26        | 27 | 28 | 29 |    | 4       | 24.49   |
|   | March     |    |    |    |    |         |         |
|   |           |    |    | 1  | 1  | 6.58    | 1       |
|   | 4         | 5  | 6  | 7  | 8  | 5       | 31.07   |
|   | 11        | 12 | 13 | 14 | 15 | 0       | 29.24   |
|   | 18        | 19 | 20 | 21 | 22 | 5       | 0.00    |
|   | 25        | 26 | 27 | 28 | 29 | 5       | 31.07   |
|   | April     |    |    |    |    |         |         |
|   | 1         | 2  | 3  | 4  | 5  | 5       | 31.07   |
|   | 8         | 9  | 10 | 11 | 12 | 5       | 31.07   |
|   | 15        | 16 | 17 | 18 | 19 | 5       | 31.07   |
|   | 22        | 23 | 24 | 25 | 26 | 5       | 31.07   |
|   | 29        | 30 |    |    |    | 2       | 13.16   |
|   | May       |    |    |    |    |         |         |
|   |           |    | 1  | 2  | 3  | 3       | 17.91   |
|   | 6         | 7  | 8  | 9  | 10 | 5       | 31.07   |
|   | 13        | 14 | 15 | 16 | 17 | 5       | 31.07   |
|   | 20        | 21 | 22 | 23 | 24 | 5       | 31.07   |
|   | 27        | 28 | 29 | 30 | 31 |         | 2       |
|   | June      |    |    |    |    |         |         |
|   | 3         | 4  | 5  | 6  | 7  |         |         |
|   | 10        | 11 | 12 | 13 | 14 |         |         |
|   | 17        | 18 | 19 | 20 | 21 |         |         |
|   | 24        | 25 | 26 | 27 | 28 | 180     | 1114.86 |
|   |           |    |    |    |    |         | 191     |

| August                  |  |
|-------------------------|--|
| Aug. 15                 | New Teachers Only- PK-12 Professional Dev                            |
| Aug. 16, 17, 18, 21, 22 | PK-12 Professional Dev (2 days TO)                                   |
| Aug. 23                 | 1st Day of School  |
| Aug. 30                 | PK-12 PD 1:00 p.m. Dismiss   |
| September               |  |
| Sept. 4                 | Labor Day (No School)  |
| Sept. 6, 13, 21         | PK-12 PD 1:00 p.m. Dismiss   |
| Sept. 28                | 7-12 P/T Conferences 2:30-7:30                                       |
| Sept. 28                | PK-6 PD 1:00 p.m. Dismiss  |
| October                 |  |
| Oct. 4, 11, 18          | PK-12 PD 1:00 p.m. Dismiss   |
| Oct. 25                 | End 1st Qtr. (45 Days)   |
| Oct. 25                 | PK-12 PD 1:00 p.m. Dismiss   |
| November                |  |
| Nov. 1, 8               | PK-12 PD 1:00 p.m. Dismiss   |
| Nov. 15                 | PK-12 P/T Conf. 1:00 p.m. Dismiss<br>Conferences- 2:30-7:30          |
| Nov. 20                 | PK-6 P/T Conf. 1:00 p.m. Dismiss<br>Conferences- 2:30-7:30 & 7-12 PD |
| Nov. 22                 | NO SCHOOL - Staff Comp Day   |
| Nov. 23-24              | No School  |
| Nov. 29                 | PK-12 PD 1:00 p.m. Dismiss   |
| December                |  |
| Dec. 6, 13, 21          | PK-12 PD 1:00 p.m. Dismiss   |
| Dec. 22-Jan. 1          | No School  |
| January                 |  |
| Jan. 3                  | PK-12 PD 1:00 p.m. Dismiss   |
| Jan. 10                 | End 2nd Quarter (45 Days)  |
| Jan. 10                 | End 1st Semester (90 Days)   |
| Jan. 10                 | PK-12 PD 1:00 p.m. Dismiss   |
| Jan. 11                 | Begin 2nd Semester   |
| Jan. 15                 | PK-12 PD Day - NO SCHOOL   |
| Jan. 17, 24, 31         | PK-12 PD 1:00 p.m. Dismiss   |
| February                |  |
| Feb. 9, 14              | PK-12 PD 1:00 p.m. Dismiss   |
| Feb. 19                 | PK-12 PD Day - NO SCHOOL   |
| Feb. 21                 | 7-12 P/T Conferences- 2:30-7:30                                      |
| Feb. 21, 28             | PK-12 PD 1:00 p.m. Dismiss   |
| March                   |  |
| March 6                 | PK-12 PD 1:00 p.m. Dismiss   |
| March 13                | PK-6 P/T Conf. 1:00 p.m. Dismiss<br>Conferences- 2:30-7:30           |
| March 14                | PK-6 P/T Conf. 1:00 p.m. Dismiss<br>Conferences- 2:30-7:30           |
| March 15                | End 3rd Quarter (45 Days)  |
| March 18                | NO SCHOOL - Staff Comp Day   |
| March 18-22             | Spring Break (No School)   |
| March 29                | 1:00 p.m. Dismiss- Good Friday                                       |
| April                   |  |
| April 3, 10, 17, 24     | PK-12 PD 1:00 p.m. Dismiss   |
| April 24                | 7-12 P/T Conferences 2:30-7:30                                       |
| May                     |  |
| May 1, 8, 15            | PK-12 PD 1:00 p.m. Dismiss   |
| May 19                  | Commencement Exercises 2:00 p.m.                                     |
| May 24                  | PK-12 PD 1:00 p.m. Dismiss   |
| May 24                  | End 4th Quarter (45 Days)  |
| May 24                  | End 2nd Semester (90 Days)   |
| May 28, 29              | PK-12 Professional Dev   |

# Map of District/School



Iowa Department of Education School District Boundary Verification 2021 - 2022

**BENTON**

|                                |          |
|--------------------------------|----------|
| BENTON                         | Township |
| Other School District Boundary | Section  |
| City                           | County   |

## District Administration and Directors - Contacts

### Central Office Staff

|  |                       |
|--|-----------------------|
| Dr. James Bieschke – Superintendent                          | 228-8701, Ext. 1503   |
| Anna Selk – Associate Superintendent                         | 228-8701, Ext. 1512   |
| Melody Spence – Business Manager/SBO                         | 228-8701, Ext. 1505   |
| Karen Lough – District Accounting/Superintendent's Secretary | 228-8701, Ext. 1503   |
| Melisa Venneman – Payroll Accounting/District Registrar      | 228-8701, Ext. 1504   |
| Tim Lyons, Director of Transportation                        | 228-8426 or Ext. 1043 |
| Dawn Morris, Food Service Director                           | 228-8701, Ext. 1119   |
| Tyler Maschino, Director of Technology                       | 228-8701, Ext. 1200   |

### Administration

|   |                     |
|---|---------------------|
| Dr. James Bieschke – Superintendent                                 | 228-8701, Ext. 1503 |
| Anna Selk – Associate Superintendent                                | 228-8701, Ext. 1512 |
| Rob Arnold - Principal - Middle School/High School                  | 228-8701, Ext. 1350 |
| Ryan Junge - Assistant Principal - Middle School/High School        | 228-8701, Ext. 1351 |
| Shawn Pfiffner - AD/Assistant Principal - Middle School/High School | 228-8701, Ext. 1352 |
| Phillip Eastman - Principal - Norway Intermediate Center            | 227-7142 Ext. 2222  |
| Jason West - Principal - Atkins Elementary Center                   | 446-7525 Ext. 4216  |
| Katie Bauder, Principal, Keystone Elementary Center                 | 442-3221 Ext. 3001  |

## 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 Benton Community School District website and updated regularly. Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact Dr. James Bieschke, Superintendent.

## Handbook Subject to Change

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

## COMPENSATION AND BENEFITS

### Licensure

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

### Compensation

Please reference the appendices in the back of the handbook for specific compensation by employee job title.

### Pay Period Information

Employees will be paid on the 25<sup>th</sup> of each month. If the 25th falls on a Saturday or Sunday employees will be paid on Friday.

Employees are required to be paid via direct deposit.

An employee's working hours shall be determined by the building principal.

Hourly employees are required to use a time clock. Employees are to clock in at scheduled time (**no early clock-ins**) and to clock out at scheduled time. **Overtime must be approved** by the Superintendent (or her/his designee) prior to working over a 40-hour work week.

### Compensation for Extracurricular/Extra Duty Position

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

### Teacher Leadership and Compensation

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

- Attract able and promising new teachers by offering competitive starting salaries and offering short-term and long-term professional development and leadership opportunities.



- Retain effective teachers by providing enhanced career opportunities.
- Promote collaboration by developing and supporting opportunities for teachers in schools and school districts statewide to learn from each other.
- Reward professional growth and effective teaching by providing pathways for career opportunities that come with increased leadership responsibilities and involve increased compensation.
- Improve student achievement by strengthening instruction.

Below are a few comments teachers who has been involved in a coaching cycle are reporting,

- “It has allowed me to look at my teaching and go a little deeper in my instruction. This has impacted my work with students. When working with an IC, they collaborate with us and listen to our ideas and make suggestions from those conversations.”
- “I have timely feedback about my teaching as well as time to reflect on how I feel things are going. I have found the types of questions asked to be really beneficial in getting me to reflect deeply on not only things I feel need improvement, but also the things which are going well.”
- “Having another set of eyes to see my classes when I’m struggling or maybe not seeing the same perspective as someone else has been instrumental in creating a student-centered classroom.”

**PLEASE NOTE:** Additional information regarding the Teacher Leadership and Compensation System can be located at:

<https://www.educateiowa.gov/teacher-leadership-and-compensation-system>.

### Group Health Insurance

All employees who have contracts or work agreements and are not substitute employees are eligible for group insurance and health benefits. Documents detailing the plan design and enrollment period will be provided to all eligible employees prior to the start of the enrollment period. All new employees shall receive group insurance and health benefits information upon acceptance of employment. For additional information, please contact Melody Spence, Central Office, at 319-228-8701, Ext. 1505.

### Iowa Public Employees’ Retirement System (IPERS)

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

## Travel Compensation – Inside the District

Employees traveling on behalf of the district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at \$.50 cents per mile and must have the travel pre-approved by their administrator. Actual mileage should be recorded on the mileage report template (can be obtained from Melody Spence, Central Office) and submitted with an expense voucher to their administrator for approval.

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

Miles for in-district travel between centers will be determined according to the table below:

|                       |          |                    |          |
|-----------------------|----------|--------------------|----------|
| Atkins to Keystone    | 20 miles | Norway to Atkins   | 9 miles  |
| Atkins to Van Horne   | 13 miles | Norway to Keystone | 23 miles |
| Keystone to Van Horne | 7 miles  |                    |          |
| Norway to Van Horne   | 16 miles |                    |          |

## Travel Compensation – Outside the District

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

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

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed, itemized receipt, indicating the date, purpose, and nature of the expense for each claim item attached to an expense voucher. Failure to have a detailed itemized receipt will make the expense a personal expense. Personal expenses will be reimbursed to the school district. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 10 working days following the date of the expense.

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

## EMPLOYEE RELATIONS

### A. Background Checks

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

### B. Conflict of Interest

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

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

Since employees have access to information and a captive audience that could present a conflict of interest, employees may only solicit other employees or students for personal or financial gain with the prior, advance approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease approved solicitations as a condition of continued employment.

### C. 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 Melody Spence, Central Office.

#### D. Employee Records

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

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

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

#### E. Employee Searches

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

#### F. Evaluation

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

improvement, to clarify the immediate priorities of the board and to develop a working relationship between the administrators and other employees.

#### G. Licensed Employee Evaluation

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

The formal evaluation criteria is in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee, and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities, and competence.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instruction.
- Use strategies to deliver instruction that meets the multiple learning needs of students.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least twice each year.

#### H. Mandatory Cooperation in Workplace Investigations

Any workplace investigation conducted by administrative staff or their designee will receive complete cooperation of all employees. Employees may be disciplined, up to and including termination, for making any untrue statement or providing information that is dishonest, misleading, inaccurate or incomplete during the investigation and related

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

#### I. Mandatory Reporting of Post-Employment Arrests and Convictions

Any employee who is arrested or convicted of any criminal charges shall report such information to Dr. Bieschke within 5 days. Failure to do so shall incur discipline, up to and including termination.

#### J. Nepotism

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

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

#### K. Probationary Status

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

The probationary period for other employees is 90 days unless otherwise stated in an employee contract, letter of assignment or applicable collective bargaining agreement. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

#### L. Public Complaints about an Employee

The Board recognizes situations may arise in the operation of the school district which are of concern to parents 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 action, however, the following should be completed.

- Matters concerning an individual student, teacher, or other employee should be first addressed to the teacher or employee.
- Unsettled matters or problems and questions about individual attendance centers should be addressed to the employee's building principal for licensed employees and the Director for classified employees. If the matter is not settled, it will be communicated to the superintendent.
- Unsettled matters regarding licensed employees or problems and questions concerning the school district should be directed to the superintendent.
- If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board. To bring a concern regarding an employee, the individual may notify the board president in writing, who may bring it to the attention of the entire board, or the item may be placed on the board agenda of a regularly scheduled board meeting in accordance with board policy 210.12.
- It is within the discretion of the board to address complaints from the members of the school district community, and the board will only do so if they are in writing, signed, and the complainant has complied with this policy.

#### M. Qualifications, Recruitment, and Selections

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

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

The school district uses the Frontline screening and online application system. Positions through Frontline are posted on Teach Iowa and on our school website at [www.benton.k12.ia.us](http://www.benton.k12.ia.us). All interested candidates must apply, and provide required documents, through the Frontline system. Typically, the posting will take place for 5 days internally and then move to external after the 5 days. Interested internal employees have 5 days to notify their supervisor if they are interested and then need to apply internally for the position within the 5 day period.



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

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

#### N. 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.

#### O. Transfers

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the superintendent upon her/his recommendation to the board. In making such assignments the superintendent will recommend the transfer for approval from the board and will consider the qualifications of each employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It is the responsibility of the superintendent to make recommendations to the board regarding the transfer of licensed employees. (Board Policy 405.7)

#### P. Work Day

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

The work day for licensed employees will begin each day of the school year at a time established by the superintendent. The 2023-2024 work day is 7:30 a.m. - 3:30 p.m. Licensed employees who are employed only during the academic year will have the same work day as other licensed employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Licensed employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the licensed employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes are reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits licensed employees from working additional hours outside the work day. Meetings, IEP meetings, etc... may be scheduled after the regular work day.

## DISTRICT PROCEDURES AND GUIDELINES

### A. Business Office Procedures

#### 1. How to request items

- Purchase order submitted by instructor/staff.
- First approval is building administrator.
- Second/Final approval by the Superintendent.
- Purchase Order Printed
- Ordering generally done by Karen Lough in the Central Office for General Fund orders. Activity Fund orders generally done by instructor, coach or Melody Spence
- All orders delivered to the warehouse for log-in or receipts/packing slips sent to the Central Office by the person who originated the order.
- The warehouse will deliver supplies.
- Coaches and employees are to inspect the delivery and report back as to completeness of the order.

#### 2. Use of credit cards

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. *Failure to provide a proper receipt will require the employee to be responsible for expenses incurred.* Those expenses are reimbursed to the school district no later than ten working days following use of the school district's credit card. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

## B. Child Labor

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

## C. 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.”

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

## D. Discipline

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

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

### **Step One – Verbal Warning**

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

### **Step Two – Written Warning**

*If the issue in Step One is not corrected, the employee and the principal or immediate supervisor shall meet to review the existing behavioral issue and any additional*

*incidents. The principal or immediate supervisor shall outline the consequences for failing to meet conduct expectations to the employee. Employees in Step Two shall be placed in an intensive assistance plan.*

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

### **Step Three – Recommendation for Termination of Employment**

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

#### **E. Employee Recognition**

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

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

#### **F. Employee Publication or Creation of Materials**

Materials created by employees and/or the financial gain 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.

#### **G. Limitations to Employment References**

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

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

- the matter has been officially closed by the law enforcement agency;
- the individual is acquitted or otherwise exonerated of the alleged misconduct; or

- more than four years has passed since the case was opened, and no charges or indictment have been filed.

#### H. Payroll Accountability

The district believes in taking appropriate measures to ensure the accurate expenditure of district funds through payroll. All district employees shall be responsible for accurately and timely reporting their time worked. The payroll specialist (Melisa Venneman Ext. 1504) shall be responsible for the timely and accurate disbursement of payroll for the district. No individuals beyond the employees, the Payroll Specialist and the Business Manager (Melody Spence) shall have authority to alter timekeeping for employees without prior approval from the superintendent. The superintendent shall develop procedures to ensure the accurate recording of time worked and compensation disbursed for all district employees.

#### I. Professional Development

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

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, are made to the Superintendent. 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.

#### J. Religious Holiday Celebrations in Public Schools

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

##### **Prohibited Activities:**

- Displays of religious symbols such as a crèche, an angel, a menorah, or a banner with a religious message (e.g., “Gloria in Excelsis Deo”)

- Display of a Christmas tree with religious symbols such as stars, angels, the baby Jesus, etc.
- School-wide prayer or Scripture readings
- A musical concert with exclusively religious music
- Banning students from offering candy canes or other items with a religious message during 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 2022” party would be ok.)

**Permissible Activities:**

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

**K. School Fees**

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

*Employees cannot charge a student fee for anything without prior consent of the Superintendent.*

**L. School Nutrition Program**

The district operates a school nutrition program. Employees may purchase meals and other items, including milk. For the 2023-2024 school year - Employees can purchase lunch for the price of \$4.85.

## M. School Publicity and Community Relations

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

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

## N. Staff Meetings

Employees are expected to attend staff meetings and professional learning unless they are on leave or excused by an administrator.

# CONDUCT IN THE WORKPLACE

## A. Employee Use of Cellphones

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

## B. Employee Use of District-Owned Vehicles or Equipment

Certain district employment positions may require regular and extensive travel. Due to the required duties of these positions, the district may provide certain positions with use of district-owned vehicles. Employees who utilize district-owned vehicles or equipment during their job duties are fulfilling the public purpose of meeting the needs of the educational community in an efficient, and time-sensitive manner. District-owned vehicles and other equipment are purchased and maintained with public money and must be used strictly in accordance with fulfilling a public purpose. These vehicles represent the district in carrying out its educational mission. Therefore, district-owned vehicles will always be clearly marked to identify the district. Employees are not permitted to use district-owned vehicles or equipment for personal use.



### C. Fighting

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

### D. Fraud/Unlawful Gain

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

### E. 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.

### F. 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.

### G. 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.

### H. Use of School Facilities and Equipment

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

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

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

Use of school facilities requires completing a request with the building administrator and receiving approval in the same manner as all other facilities requests. School employees are not to use school facilities without explicit permission.

Facilities Use Policies are shown below and can be accessed our website at [www.benton.k12.ia.us](http://www.benton.k12.ia.us) > Board Policies > 900 Series

### [Use of School District Facilities and Equipment](#)

905.1 Community Use of School Facilities/Equipment

905.1R1 Community Use of School Facilities/Equipment

#### Regulations

905.1R2 Community Use of ICN Room Regulations

905.2A Application Rules for Use of School Facilities/Equipment

905.2B Application Concerning the Use of School Facility/or

905.2B Application Concerning the Use of School Facility/or School

#### Equipment

905.2C Fees for Use School Facilities/Equipment

905.3 Supervision by School Personnel

### I. Use of Time

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

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

## EMPLOYEE STANDARDS OF CONDUCT

### A. Academic Freedom

The district's curriculum leaves room for teacher discretion and academic freedom within the confines of acceptable materials as outlined in each curriculum and Chapter 12 of the Iowa Code. 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.

### B. Break/Meal Periods

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

### C. Dress and Grooming

All employees are required to dress in a professional and appropriate manner. Any clothing which could be deemed unsafe could result in disciplinary action. Clothing deemed inappropriate will be discussed with the employee. Tank tops, tube tops, sleeveless shirts, short shorts and halter tops are not considered professional attire. Questions about appropriate attire should be addressed to the building administrator. Also, as role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene.

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

### D. Employee Outside Employment

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

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

## E. Employee Political Activity

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

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

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

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

## F. Ethics – Board of Educational Examiners

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

For a copy of the ethics code, please visit

[https://boee.iowa.gov/sites/default/files/boee\\_brochure\\_two\\_page\\_handout\\_current\\_rev\\_10.02.19.pdf](https://boee.iowa.gov/sites/default/files/boee_brochure_two_page_handout_current_rev_10.02.19.pdf)

## G. Failure to Complete Reports

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

## H. Gifts

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

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

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

## I. Insubordination

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

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

## J. 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.

## K. Staff Technology Use

Usage of the school district's computer resources is a privilege, not a right, and use entails responsibility. All information on the school district's computer system is considered a public record. Whether there is an exception to keep some narrow, specific content confidential is determined on a case by case basis. Therefore, users of the school district's computer network must not expect, nor does the school district

guarantee, privacy for email, online learning platforms or the school district's computer network including websites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's computer network. View the Board policies on [Staff Technology Use](#)

The following rules and regulations govern the use of the school district's computer network system, employee access to the Internet, and management of computerized records:

- Employees will be issued a school district email account. Passwords must be changed periodically.
- Each individual in whose name an access account is issued is responsible at all times for its proper use.
- Employees are expected to review their email during non-instructional times regularly throughout the day, and shall reply promptly, workload permitting, to inquiries with information that the employee can reasonably be expected to provide.
- Communications with parents and/or students must be made on a school district computer or through the district webmail, unless in the case of an emergency, and should be saved and the school district will archive the email records according to procedures developed by the technology director.
- Employees may access the Internet for education-related and/or work-related activities.
- Employees shall refrain from using computer resources for personal use, including access to social networking sites.
- Use of the school district computers and school email is a public record. Employees cannot have an expectation of privacy in the use of the school district's computers.
- Use of computer resources in ways that violate the acceptable use and conduct regulation, outlined below, will be subject to discipline, up to and including discharge.
- Use of the school district's computer network is a privilege, not a right. Inappropriate use may result in the suspension or revocation of that privilege.
- Off-site access to the school district computer network will be determined by the superintendent in conjunction with appropriate personnel.
- All network users are expected to abide by the generally accepted rules of network etiquette. This includes being polite and using only appropriate language. Abusive language, vulgarities and swear words are all inappropriate.
- Network users identifying a security problem on the school district's network must notify appropriate staff. Any network user identified as a security risk or having a history of violations of school district computer use guidelines may be denied access to the school district's network.

## Prohibited Activity and Uses

The following is a list of prohibited activities for all employees concerning use of the school district's computer network. Any violation of these prohibitions may result in discipline, up to and including discharge, or other appropriate penalty, including suspension or revocation of a user's access to the network.

- Using the network for commercial activity, including advertising, or personal gain.
- Infringing on any copyrights or other intellectual property rights, including copying, installing, receiving, transmitting or making available any copyrighted software on the school district computer network.
- Using the network to receive, transmit or make available to others obscene, offensive, or sexually explicit material.
- Using the network to receive, transmit or make available to others messages that are racist, sexist, and abusive or harassing to others.
- Use of another's account or password.
- Attempting to read, delete, copy or modify the electronic mail (e-mail) of other system users.
- Forging or attempting to forge e-mail messages.
- Engaging in vandalism. Vandalism is defined as any malicious attempt to harm or destroy school district equipment or materials, data of another user of the school district's network or of any of the entities or other networks that are connected to the Internet. This includes, but is not limited to, creating and/or placing a computer virus on the network.
- Using the network to send anonymous messages or files.
- Revealing the personal address, telephone number or other personal information of oneself or another person.
- Intentionally disrupting network traffic or crashing the network and connected systems.
- Installing personal software or using personal disks on the school district's computers and/or network without the permission of the technology director.
- Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

## Other Technology Issues

Communication with students using personal communication devices will be appropriate, professional, and related to school assignments or activities. If communicating with students electronically, employees are expected to use District email using mailing lists to a group of students rather than individual students. Employees are discouraged from releasing their cell phone number or personal email address to students. Employees, who are coaches or sponsors of activities, may create a text list of students and parents in order to communicate more effectively as long as the texts go to all students and the principal or his/her designee is included in the text

address list. If the need arises to text an individual student, the employee must also include the parent and principal or designee in the communication.

For purposes of this policy any website, other than the school district web site or school-school district sanctioned web sites, are considered external web sites. 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 don't want school administrators to know their personal information, should refrain from exposing it on the Internet. Employees should not connect with students via external web sites without consent of the superintendent. Employees, who would like to start a social media site for school district sanctioned activities, should notify the technology director and contact the superintendent for approval.

School district employees are prohibited from engaging in any conduct on social networking websites that violate the law, Board policies, or other standards of conduct. No conduct may negatively impact or disrupt the educational environment in the school. Nothing in this policy prohibits employees from the use of approved educational websites if such sites are used solely for educational purposes. Access to social networking websites for personal use during school hours is prohibited. Nothing in this policy shall prohibit employees from exercising their right to speak on matters of public concern. This policy is not intended to interfere with or restrain employees' rights to engage in protected concerted activity under the Public Employment Relations Act, and will not be applied to such protected activity.

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

#### L. Theft

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



## M. Treatment of Patrons of the District

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

## N. Volunteers

Volunteers, by lending their time, talents and resources to the educational team process, are an essential and valuable component of the Benton Community School District's mission to provide quality education to students K-12.

The district encourages the use of volunteers to:

- Support and enhance instructional and co-curricular programs.
- Enrich the curriculum and broaden student learning opportunities by adding a voice of experience or background knowledge.
- Provide students with individual attention.
- Assist students of varying abilities.
- Provide teachers with more time to work with students.

To ensure safety for students, volunteers, and staff, all volunteers must adhere to volunteer guidelines outlined by the district and school(s) in which they serve. This includes the requirement that any potential volunteer at Benton Community School District allows us to do a Department of Criminal Investigation background search. This is a step by which we can ensure that everyone who works in our schools has met the criteria outlined for the safety of our students.

Volunteers shall work under the supervision of staff members.

In accordance with the privacy rights of staff, students and families, volunteers must keep personal and personnel matters confidential.

## STUDENT AND CLASSROOM ISSUES

### Abuse of Students by a School District Employee

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

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

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

All employees will report suspected abuse of students by a school district employee to Level I investigators: Mr. Shawn Pfiffner, AD/Associate Principal - MS/HS, or to Mrs. Anna Selk, Associate Superintendent, Director and Administrator of Curriculum and Instructional Services. Level II Investigator is Dr. James Bieschke, Superintendent.

***IASB NOTE:*** *This reflects current Iowa law regarding abuse of students by school district employees. Refer to the Iowa Department of Education training manual for supporting materials and forms. The training manual can be located at:*

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

## Bullying, Harassment Between Students, or Staff to Student Claims

Policy Title **ANTI-BULLYING/HARASSMENT POLICY**

Policy # 104

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

The board prohibits harassment, bullying, hazing, or any other victimization, of students, based on any of the following actual or perceived traits or characteristics, including but not limited to, 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, or as otherwise required under state and federal laws and regulations.

The Board also prohibits unlawful harassment of employees against employees based upon the employee's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age, disability, and genetic information, or as otherwise required under state and federal laws, regulations, and rules.

### Student Bullying and Harassment

This policy is in effect while students or employees are on property within the jurisdiction of

the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

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

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

"Electronic" means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication

via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

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

- Verbal/non-verbal or written harassment, bullying, hazing or other victimization that has the purpose or effect of causing injury, discomfort, fear, or suffering to the victim.
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim.
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim.
- Unreasonable interference with a student's performance or creation of an intimidating, offensive or hostile learning environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of an unwelcome nature.

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

In situations between students and school officials, faculty, staff or volunteers who have direct contact with students, bullying and harassment is:

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

A student (or adult on student's behalf) who believes he/she has suffered bullying and/or harassment will report such matters to a teacher, principal, or counselor. Information will be given to the designated building investigator(s) as outlined in Board policy and procedures.

Complaints alleging acts of intentional physical or sexual abuse by school employees, including inappropriate sexual behavior toward students, should be report to the Level I Investigator as outlined in Board policy and procedures. Formal and informal reports regarding sex discrimination, including sexual harassment, will be subject to the Title IX grievance process (see the Title IX Grievance Procedure Regulation).

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

If after an investigation a student is found to be in violation of this policy, the student shall be disciplined by appropriate measure which may include suspension or expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures which may include termination. If after an investigation a school volunteer is found to be in violation of this policy the volunteer shall be subject to appropriate measure which may include exclusion from school ground. "Volunteer" means an individual who has regular, significant contact with students.

## Employee Harassment

Harassment means any unwelcome conduct toward an employee which is based on the employee's membership in a protected class which creates an objectively hostile work environment. It can include sexual harassment or other forms of harassment.

- A. Sexual Harassment: Sexual harassment consists of unwelcome and unsolicited sexual advances, requests for sexual favors, sexually motivated physical conduct. or other verbal, physical or written conduct or communication of a sexual nature when:
1. Submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
  2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment: or
  3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

Examples of conduct that may constitute sexual harassment may include, but are not limited to:

1. unwelcome verbal harassment or abuse, or unwelcome written harassment or abuse, including through the Internet or e-mail;
2. unwelcome sexual advances or pressure for sexual activity;
3. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact other than necessary restraint of students by teachers, administrators or other school officials
4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment status or implied or overt promises of preferential treatment with regard to an individual's employment
5. Unwelcome behavior or words directed at an individual because of gender:
6. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts.
7. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another.
8. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse on another;

9. Graffiti of a sexually offensive nature;
  10. Sexual gestures or jokes: or
  11. Spreading rumors about or rating other individuals as to their sexual activity or performance.
- B. Other forms of harassment consist of physical, verbal or written conduct relating to an individual's race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive employment environment;
  2. Has the purpose or effect of substantially or unreasonably interfering with an individual's employment performance; or
  3. Otherwise adversely affects an individual's employment opportunities.

Examples of conduct that may constitute harassment based on race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information include but are not limited to:

1. Threatening or intimidating conduct directed at others because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information including through the Internet or e-mail;
2. Slurs, negative stereotypes and hostile acts based on one's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
3. Graffiti containing language that is derogatory to others because of their age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
4. Written or graphic material containing comments or stereotypes which is posted or circulated. Including through e-mail or the Internet, and which is aimed at degrading individuals because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

### General Consideration

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The building principal or designee will be responsible for handling all complaints by student alleging bullying or harassment. Formal complaints and informal reports regarding sex discrimination, including sexual harassment, will be subject to the Title IX grievance process (see Title IX Grievance Procedure regulation).

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

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

### Publication of Policy

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

- Inclusion in the student handbook.
- Inclusion in the employee handbook,
- Inclusion in the registration materials,
- Inclusion on the school or school district's website.
- A copy shall be available to any person at the Central Administration Office at 304 1<sup>st</sup> Street, Van Horne, Iowa, 52346.

Staff will report suspected claims of bullying or harassment by staff members toward students, or by staff members to other staff members, to the following administrators:

All elementary grade levels - Mr. Jason West, Principal, Atkins  
 Middle School - Mr. Ryan Junge, Principal  
 High School - Mr. Rob Arnold, Principal

Reports of staff to student bullying or harassment will be reported to Anna Selk, Associate Superintendent.

Final Investigator/Decision maker - Dr. James Bieschke, Superintendent

Forms are also available for staff, students, and parents as per Board Policies:

[\*\*103.1E2\*\*](#) **Complaint Form**

[\*\*103.1E3\*\*](#) **Witness Disclosure Form**

[\*\*103.1E4\*\*](#) **Disposition of Complaint Form**

[\*\*104.R1\*\*](#) **Anti-Bullying/Anti Harassment Investigation Procedures**

## Child Abuse Reporting

The district believes in protecting our students and we strive for them to be productive without outside factors weighing on their ability to learn. In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. Employees are required as mandatory reporters, to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

Child abuse is the result of the acts or omissions of a person responsible for the care of a person under the age of 18 who has suffered one or more of the categories of child abuse as defined in Iowa Code 232.68 (physical abuse, mental injury, sexual abuse, denial of critical care, failure to supervise, child prostitution, presence of illegal drugs, manufacturing or possession of a dangerous substance, bestiality in the presence of a minor, allows access by a registered sex offender, allows access to obscene material or child trafficking).

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter shall make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services

within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

**If you suspect a child under the age of 18 is being abused or neglected please call:**

- The Child Abuse Hotline at 1-800-362-2178 (available 24 hours a day, 7 days a week). Please be ready to provide identifying information and the whereabouts of the child. You may remain anonymous unless you are making a report as a mandatory reporter. If you are making report as a mandatory reporter, you must leave your name and contact information.
- If you believe the child is in imminent danger, CALL 911 immediately.

Download the [Guide for Mandatory Reporters](#).

Download the [Report of Suspected Child Abuse form](#).

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

*For more information and to access a guide for mandatory reporters, please go to the Iowa Department of Human Services website at:  
[www.dhs.iowa.gov/sites/default/files/Comm164.pdf](http://www.dhs.iowa.gov/sites/default/files/Comm164.pdf).*

### Corporal Punishment, Restraint, and Seclusion of Students

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

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

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

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

### Field Trips

The principal may authorize field trips and excursions when such events contribute to the achievement of education goals of the school district. The school district will provide transportation for field trips and excursions.

In authorizing field trips and excursions, the principal will consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent. Written parental permission will be required prior to the student(s) participation in field trips and excursions. Field trips and excursions are to be arranged with the principal well in advance. A detailed schedule and budget must be submitted by the employee. The school district will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher may be required to submit a written summary of the event. Overnight field trips/excursions outside of the state and/or the United States must have the recommendation of the administration and the approval of the board.

### Individuals with Disabilities Education Act (IDEA)

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

### Searches of Students and Property

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

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



## Standardized Testing and Assessment

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

## Student Funds and Fundraising

Students of the Benton Community School District may raise funds for school-sponsored events with permission of the Board. Fund raising by students for events other than school-sponsored events is not allowed. Collection boxes for school fundraising must have prior approval from the board before being placed on school property.

The following guideline is hereby established:

The board of directors will approve all fundraisers with anticipated revenues of more than \$100 at a regular fall board meeting for the upcoming school year. A list of all fundraisers will be prepared identifying the fund raiser, the group raising the money and the purpose for which the funds are intended. Additional fundraising requests will be reviewed on a case by case basis.

## Student Records

School employees are entrusted with confidential information – whether it is about students or fellow employees. Employees must not disclose confidential student information unless it is permitted by law. Please contact Melisa Venneman, Registrar, at Ext. 1504, if you have a request for student records.

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

## Transporting Students by Employees

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

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

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

## Tutoring

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

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

## HEALTH AND WELL-BEING

### Administering Medication

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

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

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

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

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

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

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

### Retaliation Prohibited

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

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

## Definitions

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

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

## Investigation

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The superintendent or the superintendent’s designee (hereinafter “investigator”) will be responsible for handling all complaints alleging bullying or harassment.

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

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

## School Decision

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

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

## Bloodborne Pathogens

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

## Communicable Diseases – Employees

Employees who are ill are encouraged to stay home.

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

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

Employees with a higher risk of developing a severe illness from COVID-19 or have an immediate family member who has a higher risk of developing a severe illness from

COVID-19 and, requesting an accommodation, should contact their principal or immediate supervisor.

### Employee Injury on the Job/Workers Compensation

Employee and student safety is a major district concern. An employee should therefore remove him or herself from and report any situations where employee safety is compromised. If an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury.

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

It is the responsibility of the employee injured on the job to inform their administrator **within twenty-four hours of the occurrence and call the EMC OnCall Nurse at 844-322-4668**. This number is answered 24 hours/7 days a week. Our community provider for on the job injuries is Unity Point Clinic, Vinton, Iowa. You will need to call and make an appointment prior to going in, ensuring that you tell them you are from Benton Community School District and this is for an on-the-job injury. For more serious injuries, please go to the Virginia Gay Hospital Emergency Room or St. Luke's Hospital Emergency Room to be seen. If you will be gone for several days a note from the provider is needed noting your projected return to work. You will also need a note from the provider stating when you can return to work.

### Employee Physical Examination

The district believes good health is important to job performance. School bus drivers will present evidence of good health upon initial hire and every other year in the form of a physical examination report, unless otherwise required by law or medical opinion. *[All other employees shall present evidence of good health, in the form of a post-offer, pre-employment physical examination report]*. Please submit the physical examination report from a medical provider to Melody Spence in the Central Office.

For costs associated with the initial exam, please see appendices at the back of this handbook.

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

### Hazardous Chemical Disclosure (Right to Know)

Each employee will annually review information about hazardous substances in the workplace (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. Kent Meyer, Utility Employee, will maintain a file indicating which hazardous substances are present in the workplace. Training is through Grant Wood Area Education Agency

### Smoke and Tobacco Free Workplace

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

### Substance Free Workplace

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

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

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

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



## **EMPLOYEES ARE FURTHER NOTIFIED**

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

### District Liability Coverage

The District shall provide all employees with liability insurance while acting within the scope of activities related directly to the duties in their employment by the District, with limits of liability in such amounts as shall be maintained by the District.

## LEAVES AND ABSENCES

### Absenteeism

In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. ***Employees will be expected to schedule vacations during regularly scheduled breaks (winter break, spring break, summer vacation).***

Employees must notify their administrator of all times when they will be absent or to submit leave requests. Absences arranged in advance (vacations and personal days) do not require a call when absent or when returning to work, unless outside the scheduled time off. If an employee is absent for 2 consecutive workdays, without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to discipline, up to and including termination. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for discipline even if the employee has not yet exhausted available paid leave.

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

## Personal Illness (Sick) Leave

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

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

Please refer to specific numbers of special leave (illness, family leave) days as per the category of employee and specific handbook:

- Licensed Employees (teachers) - [Policy 409.1](#)
  - Licensed Employees (teachers) sick leave - Appendix page #
- Maintenance & Custodial Staff - Appendix page #
- Associate/Para Staff - Appendix page #
- Food Service Staff - Appendix page #
- Transportation Staff - Appendix page #
- Secretarial Staff - Appendix page #

*Employees will be granted 10 days of sick leave in their first year of employment. Each year thereafter, one additional day of sick leave will be granted to the licensed employees up to a maximum of 15 days per year.*

Please note that sick leave is to be used only for illness or necessary medical appointments.

## Family Sick Leave

Family sick leave ensures that employees have time available to take care of family when emergencies arise. The district's family sick leave procedures are as follows:

*Please reference appendices at the end of this handbook regarding family sick leave days available for your particular position.*

## Employee Holidays and Personal Leave

The employee holidays and personal leave vary upon position. Please reference appendices at the end of this handbook.

## Employee Vacations

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

Please reference appendices at the back of this handbook for your particular position.

## Bereavement Leave

The district understands that employees may need time off to mourn the loss of a family member or close friend. Please reference appendices at the back of this handbook for your particular position.

## Family and Medical Leave

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

For additional information regarding the Family and Medical Leave Act (FMLA) please contact Melody Spence at 228-8701, Ext. 1505 or visit the "Family and Medical Leave Act" section of the United States Department of Labor's website, at [www.dol.gov/whd/fmla/](http://www.dol.gov/whd/fmla/).

## Jury Duty

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

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

## Military Service

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

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

## Political Leave

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

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

## Unpaid Leave (leave without pay)

Leaves of absences without pay are not encouraged and such requests will generally be denied. Unpaid leave is not to be used in the absence of vacation or personal leave or to extend vacation, personal leave or holidays. Should an emergency arise please contact your administrator.

## 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.

Annual asbestos training is required by the District.

## Building Security

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

## Drills and Evacuations

Periodically the district holds emergency fire and tornado drills. Emergency procedures and proper exit areas must be posted in all rooms. When drills are staged, every staff member and student must follow proper procedures.

*Fire and tornado drills are required by Iowa Code Chapter 100. School districts must have two fire drills and two tornado drills in each school building before December 31 and two fire drills and two tornado drills in each school building after January 1 of each school year.*

*School districts are required by law to conduct at least one emergency operations drill based on the district's emergency operations plan each school year. The board shall determine which personnel will participate in the drill(s) and whether students and/or law enforcement will participate.*

## Emergency Closings, Inclement Weather and Other Interruptions

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify both staff and students with a school closing announcement through School Messenger.

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

## 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. The loss of a permanent badge shall be immediately reported to Karen Lough, Central Office, who will issue a replacement badge at a cost to the employee of \$8.00. Badges remain the property of the district and shall be returned to the school administrator or Karen Lough at Central Office at the time of resignation, retirement or termination.

## Threats of Violence

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

## Visitors/Guests

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

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

Visitors will conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school

events. Visitors will also be required to follow district rules on health and safety as well as social distancing and other public health guidelines. Visitors failing to conduct themselves accordingly may be asked to leave the premises. Children who wish to visit school must be accompanied by a parent or responsible adult.

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

## Weapons

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

Employees are prohibited from bringing weapons and other dangerous objects on school grounds. Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt in accordance with law and board policy. For more information, visit the Iowa Department of Education Legal Lesson on Firearms on School Grounds at <https://educateiowa.gov/resources/legal-resources/legal-lessons/firearms-school-grounds-march-2018-school-leader-update>.

## TERMINATION OF EMPLOYMENT

### Contract Release – Licensed Employee

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

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

Under the law, if an employee signs a contract with one school district they cannot sign a contract with another school district for that same school year. **It requires Board approval to be released from a contract** upon recommendation of the Superintendent.

The Iowa BOEE (Iowa Board of Educational Examiners) rules are as such: if an employee abandons their contract BEFORE JUNE 30 (i.e., issued a notice of resignation before June 30) they are not be subject to disciplinary action through the BOEE. School Districts cannot release a teacher from their contract until a suitable replacement has been found (or released contingent upon finding a suitable replacement). Under the law, because an employee cannot be under contract with two school districts, the employee technically could not sign a contract with another school district until they have been unconditionally released from their contract with the original school district (i.e., until a suitable replacement has been found). This means the other school should confirm with an employee that they are not under contract with another school district when hiring them.

Employees who resign after June 30 would still be found to have abandoned their contract and the rules outlined in the Iowa Code would apply (and could be subject to BOEE discipline).

### 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. See BOEE and Iowa law above.

### Resignation – Classified Employees (non-certified)

Classified employees who wish to resign mid-year or mid-assignment must give the school district at least 2 weeks advance notice.

### Reduction in Force/Furlough

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

Due process for termination because of a reduction in force will be followed.

### Retirement

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

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

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

## APPENDIX A

### Acknowledgement of Receipt

I acknowledge that I have received or can access a copy of the *Benton Community's* Employee Handbook available at [www.benton.k12.ia.us](http://www.benton.k12.ia.us) and sent to all 2023-2024 employees via their school email. I understand the employee handbook contains important information about the 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 *Melody Spence, Business Manager/SBO* 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 district and any one or all of its employees.

---

Employee's Signature

Date

---

Employee's Name (Printed)

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE – COPY PROVIDED TO  
EMPLOYEE**

# BENTON COMMUNITY SCHOOL DISTRICT

## EDUCATIONAL ASSOCIATES



***July 1, 2023 - June 30, 2024***

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### REGULAR BENEFITS

#### Safety and Health

Physical examinations shall be required for all employees upon their initial appointments and prior to actual employment. Payment for examination shall be provided by the District in an amount not to exceed thirty (\$30.00) dollars.

## Sick Leave

1. Employees covered under this agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa; in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment – 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
2. The above amounts shall apply only to consecutive years of employment in the District. Unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. Sick leave shall not be granted for elective surgery or such illnesses, or leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.
4. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a doctor's note or a physician's certificate of health prior to returning to work. A doctor's note is required for any illnesses longer than 2 days in length.

## Unpaid Leave

Leaves of absences without pay are not encouraged and such requests will generally be denied. Should an emergency arise please contact your administrator..

## Posting

All regular and special ed. associate openings will be posted. During the summer months, associates can access current postings via the District Website.

## OTHER BENEFITS

### A. Probationary Period

The probationary period for employees is 90 days unless otherwise stated in an employee contract or letter of assignment. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

### B. Situational Special Education Hiring

Some situational hiring (job descriptions and pay rates) may be necessary in the Special Education Program.

### C. Leave for Family Illness

Four (4) days per year of absence in the case of hospitalization, surgery, doctor appointments or illness of a member of the employee's immediate family (spouse, children, parents, siblings, grandchildren, or legal dependents) will be allowed. The four (4) days will be charged against the employee's sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.

### D. Personal Leave

1. Three (3) days of personal leave will be granted without prior approval, however; all requests for personal leave must be filed with the Superintendent or designee at least one week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used in place of sick leave, or to extend vacations.
3. Employees may choose to carry over one unused personal day to the following year, resulting in no more than four (4) days in any year.

### E. Funeral Leave

In case of necessary absence of a regular employee to attend or make arrangements for the funeral of a member of the employee's immediate family (spouse, children, grandchildren, sister, brother, parent, or parent-in-law, legal dependent, legal guardian) such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days for each death, to be used within (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the

purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a grandparent, the total per year. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives, the total per year. Requests for funeral leave shall be made in advance to the Superintendent or designee, the employee may be asked to provide nature of the employee's relationship to the deceased.

**F. Holidays**

The following paid holidays shall be recognized under this agreement/contract:

|                           |                |                |
|---------------------------|----------------|----------------|
| Labor Day                 | Christmas Eve  | New Year's Day |
| Thanksgiving Day          | Christmas Day  | Memorial Day   |
| Friday after Thanksgiving | New Year's Eve |                |

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

**G. Mileage**

Mileage will be paid for travel between school district buildings at the District's per mile rate of \$.50/mile.

**H. Dismissal**

When weather conditions are such that early dismissal of students is necessary, associates will also be dismissed and clock out. The Superintendent or designee may ask that associates leave school early for reasons of travel safety. This policy does not pertain to school delays in the a.m. or when dismissals are because of heat. Whether they are to work after students are dismissed is at the approval of the building principal.

**I. Late Starts**

Days that are designated as late starts, the time of arrival will be at the discretion of the associates which will depend on the weather conditions, work to be completed, and permission of administration.

**Work Day Assignment/Leave Requests**

In requesting any form of leave, the employee will be compensated for the number of hours typically worked on the requested day of leave based on the employee's assignment. This includes late start and early dismissal days.

## K. Salary

1. Pay will follow the job. (Regular Education pay goes to Column A. Preschool pay to Special Education pay goes to Column B.)
2. Regular Education Associates working 1/2 day or more as Special Education Associates will be paid at their appropriate lane step at the Special Education rate. Employees must annotate time cards to denote Special Education rate and number of hours worked.
3. Preschool Associates will be in the special education associate lane for payroll purposes.
4. Substitute pay will be \$13.50 for associates.
5. "Educational Associates working 1/2 day or more as substitute for building secretary will be paid an additional fifty (0.50) cents per hour at their appropriate lane step. Employees must complete a voucher to denote secretarial substitute rate and number of hours worked.



## SALARY SCHEDULE FOR REGULAR EDUCATION AND SPECIAL EDUCATION ASSOCIATES

|               | Reg. Ed.<br>Assoc. | Sp. Ed. Assoc.+ |
|---------------|--------------------|-----------------|
| FIRST 90 DAYS | \$13.65            | \$14.15         |
| 1-3 YEARS     | \$13.90            | \$14.40         |
| 4-6 YEARS     | \$14.40            | \$14.90         |
| 7-9 YEARS     | \$14.90            | \$15.40         |
| 10-12 YEARS   | \$15.40            | \$15.90         |
| 13-15 YEARS   | \$15.90            | \$16.40         |
| 16-18 YEARS   | \$16.40            | \$16.90         |
| 19-21 YEARS   | \$16.90            | 17.40           |
| 22-24 YEARS   | \$17.40            | \$17.90         |
| 25 + YEARS    | \$17.90            | \$18.40         |

### L. Definition

*An educational associate shall be defined as an employee who, in the presence or absence of an instructional professional staff member supervises students on a monitorial or service basis; and works with students in a supportive role under conditions determined by the instructional professional staff responsible for the students, but not as a substitute for or replacement of functions and duties of a teacher (diagnosis, prescribes, evaluates, and directs student learning in terms of the school objectives). The building administrator will be responsible for determining the appropriateness of utilizing an associate in this capacity following administrative regulations established by the Superintendent of Schools.*

# ***Benton Community School District***

## ***Licensed Employee Handbook***

***2023-2024***



***Quality Education for a Lifetime of Learning***

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## Section 1: Wages and Salaries

### A. Placement on Salary Schedule

1. Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below. Any employees hired prior to the ninety-first (91st) teaching day of any school year shall be given full credit for one (1) year of service toward the next incremental step for the following year.
2. Credit for experience within the past ten (10) years may be given for previous teaching experience in a duly accredited school upon initial employment. Credit for experience beyond ten (10) years may be given at the sole discretion of the Superintendent.

### B. Advancement on Salary Schedule

#### 1. Increments

Employees on the regular salary schedule shall normally be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Benton Community School District for ninety-one (91) consecutive teaching days or more in one (1) school year.

#### 2. Educational Lanes

Employees who move from one educational lane to a higher educational lane on the salary schedule shall move to the corresponding step on the higher lane and down one vertical step. Employee educational advancement on the salary schedule shall only be for graduate courses within the employee's assigned teaching areas, or for graduate courses in pursuit of an advanced degree in the assigned teaching area. For an employee to advance from one educational lane to another, advance information of intent must be filed by the employee prior to taking the graduate course and advance approval shall be required from the Superintendent. Credit for graduate courses outside an employee's assigned teaching area for movement on the salary schedule may be approved at the discretion of the Superintendent. The Superintendent shall have the sole, exclusive and final decision on graduate courses for advancement on the salary schedule.

The employee shall file suitable evidence of additional educational graduate credit with the Superintendent **no later than September 10th** of each year in which he/she is eligible to move. No advances on the salary schedule shall be made during the school year.

### C. Method of Pay

#### 1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twenty-fifth (25th) of each month. Employees shall be paid by direct deposit.

## 2. Exceptions

When a pay date falls on or during school holidays, vacation, or weekend, employees shall receive their paychecks on the last previous working day, whenever possible.

## 3. Final Pay

The District and employee, by mutual agreement, may have the option of paying all or part of an employee's earned, contracted salary on the last pay period of the in-school work year.

## 4. Summer Payments

Summer payment shall be made by direct deposit.

## 5. Teacher Salary Supplement Allocations

Teacher Salary Supplement allocations will be distributed on a twelve (12) month schedule, beginning with the September payroll.

### Section 2: District Cafeteria Plan / Insurance

#### A. IRS 125

The district will provide each full-time employee seven hundred dollars (\$700) per month, which will be provided toward the District's group cafeteria plan. This amount shall be pro-rated for part-time employees. The district will make available a Section 125 salary reduction plan, including a \$10,000 term life insurance policy for each employee.

#### B. Flexible Spending Account

Each employee shall complete an annual electronic election form for the benefits the employee wishes to select from the following choices, subject to the provisions, terms and conditions of the District's 125 salary reduction plan and the provisions, terms, and conditions of the health insurance policies and plan options.

1. Health Insurance - from the options offered by the school district.
2. Other insurances.
3. Dependent Care expenses.
4. Medical reimbursement account.
5. Cash.

#### C. Health and Major Medical

1. Each full-time employee may elect to participate or not to participate in one of the health and major medical insurance plans offered by the school district.
2. Anyone declining coverage in the current year can only return to coverage upon occurrence of a HIPAA Qualifying Event.

3. The district health insurance programs shall be for twelve (12) consecutive months. Coverage periods and dates of premiums payments necessary for such coverage shall be determined by the insurance carrier (company).
4. The District shall have the right at any time to procure the insurance referred to in the above section from any reputable insurance company.

### Section 3: Employee Hours and Duties

- A. An employee's working hours shall be determined by the building principal and will include the scheduling of a duty-free lunch period of at least twenty-five (25) minutes, except under extenuating circumstances. Compensation time shall be scheduled for extended conference days.
- B. Employees shall not leave the building to which they are assigned during normal working hours without the approval of the principal or his/her designee.
- C. During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation and the student instruction. It is desirable for each employee to have an uninterrupted preparation period each day. Employees assigned to Middle and Senior High Schools shall have a minimum of one (1) regularly assigned period each day which may be used for preparation time, and during which the employee will not normally be assigned other duties. Elementary employees shall have designated preparation times within the day.
- D. The practice of using a regular employee as a substitute, thereby, depriving him/her of his/her preparation period or interfering with his/her normal teaching assignment, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. Regular employees utilized as substitute teachers shall receive additional compensation at the rate of fifteen (\$15.00) per period.
- E. Part-time employees participating in scheduled professional development activities beyond their regular work hours shall submit an expense voucher and be compensated at the regular per diem rate.
- F. Extended and separate contract personnel presently employed by the District who seek employment during the summer months shall upon administrative recommendation and the Board of Education approval may be placed on extended contracts. Personnel employed on extended contracts will receive pay under the following formula:

Employee-Current Combined Salary (Salary Schedule plus Phase I and II Schedule)—No. of Contract Days X No. of Extended Days = Total Salary of extended contract.

Personnel employed under separate contract during the summer months shall receive compensation as follows:

1. Driver Education - \$31.25 per hour.
2. Driver Education Coordinator - \$250.00.

3. Coaches – as per supplemental salary schedule.
4. All others – to be determined by the Superintendent or his/her designee subject to approval by the Board of Education.

#### Section 4: Reduction or Realignment of Staff

##### A. Reduction of Staff

Reduction is defined as less than the current contract. The Board, in making a reduction, shall follow the procedures specified within each category.

##### B. Areas & Categories of staff

###### **Elementary (PK-6)**

1. Regular Classroom Teacher
2. Special Education
3. Elementary Guidance Counselor
4. Pre-Kindergarten Teacher
5. Federal and State Program

###### **Secondary (7-12)**

1. Special Education
2. Guidance Counselor
3. Language Arts
4. Social Studies
5. Mathematics
6. Science
7. Foreign Language
8. Family & Consumer Science
9. Industrial Technology
10. Business Education
11. Agricultural Science

###### **(K-12)**

1. Physical Education
2. Art
3. Nurse
4. Vocal Music
5. Instrumental Music
6. Media
7. Talented and Gifted

##### C. The order of reduction

Within each category shall be pursuant to the procedures specified below:

- Step 1. Normal attrition resulting from employee's retiring, resigning, or voluntary reduction will be relied upon to the extent it is administratively feasible.
- Step 2. Staff members with emergency and/or temporary certification shall be reduced first (1st) unless needed to maintain a program.
- Step 3. Employees within their first (1st) year of service in the District will be reduced next, unless needed to maintain a program.
- Step 4. The remaining employees to be reduced will be determined by seniority within the categories, unless needed to maintain a program.

Seniority shall be defined as an employee's length of full-time continuous service with the Board since the employee's last date of hire. Years of part-time service shall be calculated on a pro-rata basis as they relate to full-time.

##### D. Determination of reduction with subject categories:

In the event that more than one employee has the same seniority the following criteria may be used in the determination of reduction within the subject categories:

1. Professional Preparation
2. Teaching Experience
3. Co-curricular assignments.

**E. Notification**

When the number of employees to be reduced has been determined by the Board, it will notify the employee(s) in writing, stating the reasons for such reduction. The reduction of each employee shall commence on the date specified by the Board.

**F. Recall**

1. Employees shall have recall rights based on seniority at the time of layoff, for twelve (12) months, to any position that becomes available within the category from which the employee was laid off. The lay-off date shall commence on July 1 the year of the lay off and continue through June 30 of the following year.
2. Laid-off employees shall advise the Superintendent of their current address and other employment during layoff. If an employee fails to notify the Superintendent of their address, any recall rights shall terminate.
3. A recalled employee shall maintain all unused accumulated sick leave benefits, and shall be placed on the salary schedule pursuant to Article V of this Agreement. Employees who are laid off and subject to recall shall not accrue sick leave benefits or experience on the salary schedule.
4. Employees temporarily hired to fill a vacancy created by the awarding of a leave of absence, or to fill a vacancy arising after September 1st of the contract year, shall not be eligible for the recall rights established in this Article.

**G. Notification of Recall**

An employee shall be notified of recall in writing, specifying the vacancy and the date of recall. Any and all recall rights shall terminate unless within seven (7) calendar days after the employee received notice of re-employment, the employee shall advise the Board in writing by certified mail that the employee accepts the position offered in such notice and will be able to commence employment on the date specified in the notice. Notice of recall or acceptance of recall shall be considered received when mailed by registered mail, return receipt requested to the last known address of the party in question as shown on the school district's records. Notice shall be effective if personally delivered to the employee by the Superintendent or his/her designee. The same time period previously indicated herein to be applicable.

**H. Termination of Employment**

Termination of employees shall be pursuant to Chapter 279 of the Code of Iowa.



## Section 6: Safety and Health

- A. Physical examinations shall be required for all employees upon their initial appointment and prior to actual employment. The amount to be paid by the District is not to exceed forty dollars (\$40.00). The employee shall submit the cost of the physical examination to their insurance carrier and the District will reimburse the employee up to a maximum of (\$40.00) toward the actual cost of the physical.
- B. The School District shall not be required to reimburse any employee for further examinations or subsequent treatment where the required examination discloses a health problem.

## Section 7: Employee Evaluation Procedure

Within six (6) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.

### Track 1 (Beginning Teacher)

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Track 1 teachers. The cycle for Track 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of two formal observations and minimum of two walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Track 1 will be involved in a minimum of one summative conference in year one. In year two (year one for career teachers new to the District), teachers in Track 1 will be involved in a comprehensive review.

### Track 2 (Career Teachers)

- A. Track 2 is for licensed teachers who have earned regular teaching licenses and are not in Track 3. A teacher in their third year of probation pursuant to Iowa Code may be evaluated using the same methods as in Track 1. Each teacher in Track 2 shall be required to develop an individual professional development plan every three years.
- B. During year one of the cycle, each staff member shall create an individual professional development plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's comprehensive school improvement plan.
- C. During the first two years of the cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Individual Professional Development Plan and on the Iowa Teaching Standards and Criteria. The evaluator may formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in the three-year cycle. At least one formal

observation shall include a pre-observation and a post-observation conference. In addition to the formal observations, the evaluator may conduct informal drop-in or walk-through observations without prior announcement at any time during the three-year cycle. The law requires that “supporting documentation from teachers, parents, and students” shall be collected for the performance review. In year three, the completion of the Individual Professional Development Plan will occur; a written review by the evaluator after the teacher and evaluator have discussed the teacher’s progress and outcomes on the Individual Professional Development Plan will be completed; and a three-year summative review will be conducted. The teacher, in conjunction with the evaluator, needs to provide documentary evidence in meeting each of the teaching standards.

1. Within ten (10) school days of the classroom observation, the person making the observation and the teacher being evaluated shall meet to discuss the formal observation(s).
  2. Every employee shall be formally evaluated at least once every three (3) years.
- D. Following the final formal observation, the evaluator and the employee shall meet to discuss the formal written evaluation.
- E. The employee may submit his/her reactions to the written evaluation in duplicate; one copy to be given to the evaluator, and one copy to be attached to the formal written evaluation to be placed in the employee’s personnel file.
- F. The employee may request and be granted a meeting with the evaluator to discuss his or her objection to the written evaluation. Following this meeting, the employee may request and be granted a meeting with the superintendent for the same purpose.

### **Track 3 (Intensive Assistance)**

The school district will provide an Intensive Assistance program as pursuant to the Code of Iowa.

### **Section 8: Transfer Procedure**

Teacher requested transfer from building to building are made as follows:

1. All requests for transfers for the following year shall be in writing in the form of a letter sent to the Superintendent or his/her designated representative. This letter should contain specific reasons for requesting the transfer.
2. The consideration of transfer of a teacher will be based on qualifications and certifications.
3. Written notice of transfer will be given to the teachers concerned as soon as practicable.

4. Requests for transfer are kept for only one (1) school year. Renewal must be made each year.
5. The Superintendent shall have the final decision in all cases of transfer.
6. Notice of staff vacancies will be posted in each building five (5) working days prior to filling of the vacancy during the school year. During the months of June, July, and August, the District shall provide notice of any vacancies to all teachers who have submitted a written request for such notification to the Superintendent. This notification will be made seven (7) calendar days prior to the finalization of such change.
7. If an involuntary transfer is necessary, the Board will take into consideration, so far as practical, the teacher's training, experience, specific achievements, and service to the District.

### Section 9: Pay for Extra Duties Schedule

Compensation for extra duty assignments will be at a rate of \$15.00 per assignment. Extra duty assignments on a weekend (Saturday or Sunday) will be compensated at twenty dollars (\$20.00) per assignment

- Official Timer at Varsity Events with Freshmen, JV and/or Sophomore event attached - \$20.00 / \$25.00 on weekends.
- Official Scorer at Varsity Events with Freshmen, JV and/or Sophomore event attached - \$20.00 / \$25.00 on weekends
- **Note:** If a varsity event stands alone without Freshmen, JV and/or Sophomore event attached - \$15.00 / \$20.00 on weekends
- Coach or sponsor who drives their own team or group to the activity when a regular bus driver would have been hired, will be reimbursed at a rate of \$60/per activity.
- Summer Curriculum rate or other hours as determined by administration per diem rate is \$25.00/hour.

### Schedule of Pay for Nursing Positions

|               |  |
|---------------|--|
| <b>DEGREE</b> | One Hundred Percent (100%) of BA experience salary step. |
| <b>R.N.</b>   | Ninety Percent (90%) of BA experience salary step.       |
| <b>LPN</b>    | Seventy Percent (70%) of BA experience salary step.      |



***MASTER CONTRACT***

*Between*

***BENTON COMMUNITY SCHOOL DISTRICT***

*and the*

**BENTON COMMUNITY  
EDUCATION ASSOCIATION**

*Effective*

**FOR FISCAL YEAR 2023-2024  
YEAR 4 OF A 5-YEAR CONTRACT**

***JULY 1, 2023 - JUNE 30, 2025***



***"Quality Education for A Lifetime of Learning"***

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## ARTICLE I

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

#### B. Purpose and Procedure

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The administration shall determine whether an interference has occurred under this paragraph.
4. All grievances must be presented within seven (7) working days following knowledge of the date of occurrence of the event giving rise to the grievance.
5. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.
6. At all steps of the grievance after the informal discussion, the Association and Administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.
7. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. At the grievant's request, the grievant may have association representation at this informal discussion.

#### C. First Step

1. If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

2. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve the same.
3. The principal shall have the right to have a representative or designee at the meeting. The principal, or other Board representative, shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within ten (10) working days following the meeting between the principal and the aggrieved.

D. **Second Step**

In the event a grievance has not been satisfactorily resolved at the first (1st) step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or his/her representative. Within ten (10) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her representative shall file an answer within ten (10) working days of the second (2nd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee. The decision of the Superintendent shall be final and binding.

E. **Other**

1. The Association pledges itself to make every effort to maintain unimpaired the educational services to the community. The Association shall make every effort to participate in preventing members of the bargaining unit to strike, slow down, disrupt, impede or otherwise impair the normal functions of the School Board or to refuse to perform any customarily assigned duties for the Board, nor shall any employee participate in such prohibited activity. The occurrence of any such prohibited activities by the Association, employee or employees shall be deemed illegal, and a violation of this Agreement.
2. Upon notification by the Board to the Association that certain of its employees are engaged in a violation of the Article, the Association shall disavow such violations and shall immediately in writing order such employee's return to work as promptly as possible. Failure of the Association to issue the orders and take action required herein shall be considered in determining whether or not the Association caused or authorized the strike or other prohibited activity.
3. Any or all of the employees who violate any of the provisions of this Article may be discharged or disciplined by the Board, including loss of compensation or disciplined by a proceeding involving breach of these provisions; the sole question to be determined is whether the employee engaged in the prohibited activity.
4. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the First Step. The Association may process the grievance procedure and the number of days indicated at each level apply to such grievance.
5. At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be required.

6. Participation in the grievance procedure shall not subject any representatives, or any member of the Association, or any other participant to reprisals of any kind solely because of such participation.
7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
8. All hearings under procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred in this Article.
9. All grievances processed outside the employee's work day unless otherwise agreed to by the Superintendent or his/her designee.

## ARTICLE II

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Employees covered under this Agreement shall be granted leave of absence or personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts:

|                                    |         |
|------------------------------------|---------|
| 1st year of employment             | 10 days |
| 2nd year of employment             | 11 days |
| 3rd year of employment             | 12 days |
| 4th year of employment             | 13 days |
| 5th year of employment             | 14 days |
| 6th year of employment             | 15 days |
| and subsequent years of employment |         |

If an employee is on an extended contract, he/she shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract.

2. The above amounts shall only apply to consecutive years of employment in the District, and any unused portion may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. Five (5) days per year of absence in the case of illness, hospitalization, or surgery of a family member of the employee's immediate family (spouse, children, grandchildren, parents, grandparents, siblings, or legal dependents) will be allowed and charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or his/her designee.
4. An employee may use six (6) weeks of the employee's available sick leave as paid leave due to pregnancy, child birth, or a related condition if the employee provides the appropriate documentation from her health care provider stating the leave is necessary for the health of the employee. The employee must submit said request to the superintendent no later than two (2) weeks prior to the use of the additional available sick leave. An employee may use additional available sick leave as paid maternity leave following the birth of the child, if the employee provides the required documentation from her health care provider. Any maternity leave will begin to run following the birth of the child, but no paid leave will be deducted if an employee is not required to report to work.



5. Any employee returning from illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work. If the employee exhausts all of his/her accumulated and current sick leave, and has not been released by his/her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until he/she returns to work.
6. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reasons, except for recall, see Article X, Paragraph G, of this contract.
7. When an employee will be absent from work he/she shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the Superintendent or representative shall be notified of the return of the employee.
8. Sick leave shall not be granted for elective surgery or other such illnesses, or for leaves for which reasonable evidence cannot be shown confirming the necessity of sick leave absence.

**B. Personal Leave**

1. Two (2) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or his/her designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be granted during the first (1st) two (2) weeks or the last two (2) weeks of the school year, or to extend vacations or holidays, except under extenuating circumstances, at the sole discretion of the Superintendent or designee. Personal leave shall not be granted in units less than one-half (1/2) day.
3. Personal leave shall not be granted on an in-service or professional development day except in extenuating circumstances at the sole discretion of the superintendent.
4. Personal leave shall be granted to not more than two (2) employees per elementary attendance center per day, and to not more than four (4) employees at the secondary attendance center per day. Additional requests per attendance center per day may be considered and granted at the sole discretion of the superintendent.
5. Employees may choose to carry over one unused personal day to the following year, resulting in no more than three (3) days in any year.
6. Teaching staff can opt to be paid for unused personal days at \$125.00/day for up to 2 days in an academic year, whole-day increments only. Any remaining days will be carried forward to the next school year. Teachers are required to use and submit district provided forms or the process outlined, by the deadline announced in May, to request unused personal days.

**C. Professional Leave**

Professional leave for attendance of educational meetings or visiting other schools may be permitted at full pay if such attendance is approved by the Superintendent or his/her designee. Requests for professional leave must be filed in writing with the Superintendent or his/her designee, at least ten (10) days prior to the first (1st) day of the anticipated attendance, except in extenuating circumstances. Employees may be reimbursed for expenses related to the attendance of such meetings as designated by the Superintendent or his/her designee. The cost of substitutes may also be paid by the District if approved by the Superintendent or his/her designee.

D. **Funeral Leave**

In case of necessary absence of a regular employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent or parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or a grandparent or grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other persons.

E. **Jury Duty**

1. An employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without the loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the district.
2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to work and shall complete any remaining hours of the working day if required.

F. **Special Leave**

An employee may be granted leave of absence with or without pay at the sole discretion of the Superintendent or his/her designee.

G. **Association Leave**

The Association shall be granted a total of seven (7) days of leave for the purpose of allowing designated members to conduct Association business. Requests for the use of these leave days will be made by the President of the Benton Community Education Association at least one (1) week in advance of the necessary absence. The cost to the District for the substitute teacher will be paid by the Association. **This leave may not be used for political purposes.**

H. **General Provisions on Leave of Absence**

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during paid leave of absence will be proper cause for discharge.
2. An employee who gives the board a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
5. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

I. **Family Medical Leave**

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

implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

J. **Adoption Leave**

1. A maximum of (five) 5 days of paid leave will be granted by the Superintendent or his/her designee for adoption procedures.
2. An additional fifteen (15) days of paid leave will be granted by the Superintendent or his/her designee for the adoption of a child who has not yet entered K-12 school.
3. All applicable paid leave must be used prior to adoption leave.

**ARTICLE III  
COMPLIANCE CLAUSES AND DURATION OF AGREEMENT**

A. **Separability**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. **Printing Agreement**

A copy of the collective bargaining agreement shall be posted on the Benton Community School District website and on the individual building servers for all personnel to access. Two (2) paper copies shall be available in each building.

C. **Finality and Effect of Agreement**

1. This Agreement supersedes and cancels all previous agreements and practices between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the terms of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this or with respect to subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. **Duration Period**

This Agreement shall become effective as of July 1, 2023, and shall be in full force and effect through June 30, 2025.

**E. Procedures of Negotiations**

1. Modification of Current Agreement-Negotiations maybe reopened by mutual agreement on the current contract if either party gives a written notice of request to negotiate because of a serious error or omission in the contract.
2. Successor Agreement-Either party may give written notice to the other to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's Budget Certification date, a established by the Code of Iowa, or September 15th, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the Board and the Negotiating Team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

3. Automatic Renewal of Agreement - If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in 2. above, the current Agreement shall automatically continue in force and to be in effect for equivalent periods as shown in (D) above.

This agreement if executed and agreed upon this 12th day of April, 2023.

**BENTON COMMUNITY  
EDUCATION ASSOCIATION  
Association**

**BENTON COMMUNITY  
SCHOOL DISTRICT  
Board of Education**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chief Negotiator

By Emily Ellingson  
Chief Negotiator

**SCHEDULE A  
COMBINED SALARY SCHEDULE  
2023-24**

|     | BA    | BA+12 | BA+24 | MA    | MA+15 | MA+30 | MA+45 |
|-----|-------|-------|-------|-------|-------|-------|-------|
|     | A     | B     | C     | D     | E     | F     | G     |
| 1   | 40810 | 42396 | 43982 | 46098 | 47860 | 49623 | 51385 |
| 2   | 41868 | 43454 | 45040 | 47155 | 48918 | 50680 | 52443 |
| 3   | 42925 | 44511 | 46098 | 48213 | 49975 | 51738 | 53500 |
| 4   | 43983 | 45569 | 47155 | 49270 | 51033 | 52795 | 54558 |
| 5   | 45040 | 46626 | 48213 | 50328 | 52090 | 53853 | 55615 |
| 6   | 46098 | 47684 | 49270 | 51385 | 53148 | 54910 | 56673 |
| 7   | 47155 | 48741 | 50328 | 52442 | 54205 | 55968 | 57730 |
| 8   | 48213 | 49799 | 51385 | 53500 | 55263 | 57025 | 58788 |
| 9   | 49270 | 50856 | 52443 | 54558 | 56320 | 58083 | 59845 |
| 10  | 50328 | 51914 | 53500 | 55615 | 57378 | 59140 | 60903 |
| 11  | 51385 | 52971 | 54558 | 56673 | 58435 | 60198 | 61960 |
| 12  | 52443 | 54029 | 55615 | 57730 | 59493 | 61255 | 63018 |
| 13  | 53500 | 55086 | 56673 | 58788 | 60550 | 62313 | 64075 |
| 14  |       | 56673 | 58259 | 60474 | 62236 | 63999 | 65761 |
| 15  |       |       | 59845 | 62085 | 63848 | 65610 | 67373 |
| 16  |       |       | 62366 | 63696 | 65459 | 67221 | 68984 |
| 17  |       |       |       | 65836 | 67599 | 69361 | 71124 |
| 18  |       |       |       | 69526 | 71294 | 73061 | 74629 |
| EXT | 53500 | 56673 | 62366 | 69526 | 71294 | 73061 | 74629 |

F 2023-2024 Certified Teacher Combined Salary Schedule

|                          | BA    | BA+12 | BA+24 | MA    | MA+15 | MA+30 | MA+45 |
|--------------------------|-------|-------|-------|-------|-------|-------|-------|
| STEP                     | A     | B     | C     | D     | E     | F     | G     |
| 1                        | 34575 | 36131 | 37687 | 39243 | 41490 | 43219 | 44948 |
| TSS                      | 6295  | 6295  | 6295  | 6396  | 6370  | 6404  | 6438  |
| Combined Salary          | 40870 | 42326 | 43982 | 46039 | 47860 | 49623 | 51385 |
| Supplemental % (BA Step) | 35250 |       |       |       |       |       |       |
| 2                        | 35812 | 37168 | 38724 | 40180 | 42627 | 44298 | 45968 |
| TSS                      | 6255  | 6286  | 6316  | 6357  | 6390  | 6424  | 6458  |
| Combined Salary          | 41868 | 43454 | 45040 | 47155 | 48918 | 50680 | 52443 |
| Supplemental % (BA Step) | 36307 |       |       |       |       |       |       |
| 3                        | 36950 | 38206 | 39761 | 41316 | 43663 | 45293 | 47022 |
| TSS                      | 6276  | 6306  | 6336  | 6377  | 6411  | 6444  | 6478  |
| Combined Salary          | 42925 | 44511 | 46098 | 48213 | 49975 | 51738 | 53500 |
| Supplemental % (BA Step) | 37388 |       |       |       |       |       |       |
| 4                        | 37867 | 39243 | 40799 | 42354 | 44802 | 46331 | 48059 |
| TSS                      | 6298  | 6326  | 6357  | 6397  | 6431  | 6465  | 6498  |
| Combined Salary          | 43983 | 45569 | 47155 | 49270 | 51033 | 52795 | 54558 |
| Supplemental % (BA Step) | 38429 |       |       |       |       |       |       |
| 5                        | 38724 | 40280 | 41836 | 43391 | 45639 | 47368 | 49097 |
| TSS                      | 6316  | 6346  | 6377  | 6417  | 6451  | 6485  | 6519  |
| Combined Salary          | 45040 | 46626 | 48213 | 50328 | 52090 | 53853 | 55615 |
| Supplemental % (BA Step) | 39480 |       |       |       |       |       |       |
| 6                        | 39761 | 41317 | 42873 | 44428 | 46676 | 48405 | 50134 |
| TSS                      | 6336  | 6367  | 6397  | 6438  | 6471  | 6505  | 6539  |
| Combined Salary          | 46098 | 47684 | 49270 | 51385 | 53148 | 54910 | 56673 |
| Supplemental % (BA Step) | 40537 |       |       |       |       |       |       |
| 7                        | 40799 | 42354 | 43910 | 45465 | 47714 | 49442 | 51171 |
| TSS                      | 6357  | 6387  | 6417  | 6457  | 6492  | 6526  | 6559  |
| Combined Salary          | 47155 | 48741 | 50328 | 52442 | 54205 | 55968 | 57730 |
| Supplemental % (BA Step) | 41596 |       |       |       |       |       |       |
| 8                        | 41836 | 43392 | 44948 | 46503 | 48751 | 50480 | 52208 |
| TSS                      | 6377  | 6407  | 6438  | 6478  | 6512  | 6546  | 6579  |
| Combined Salary          | 48213 | 49799 | 51385 | 53500 | 55263 | 57025 | 58788 |
| Supplemental % (BA Step) | 42653 |       |       |       |       |       |       |
| 9                        | 42873 | 44429 | 45985 | 48059 | 49788 | 51517 | 53246 |
| TSS                      | 6397  | 6427  | 6458  | 6498  | 6532  | 6566  | 6600  |
| Combined Salary          | 49270 | 50856 | 52443 | 54558 | 56320 | 58083 | 59845 |
| Supplemental % (BA Step) | 43710 |       |       |       |       |       |       |
| 10                       | 43910 | 45466 | 47022 | 48577 | 50825 | 52554 | 54283 |
| TSS                      | 6417  | 6448  | 6478  | 6519  | 6552  | 6586  | 6620  |
| Combined Salary          | 50328 | 51914 | 53500 | 55615 | 57378 | 59140 | 60903 |
| Supplemental % (BA Step) | 44767 |       |       |       |       |       |       |
| 11                       | 44948 | 46503 | 48059 | 50134 | 51863 | 53591 | 55320 |
| TSS                      | 6438  | 6468  | 6498  | 6539  | 6573  | 6608  | 6642  |
| Combined Salary          | 51385 | 52971 | 54558 | 56673 | 58435 | 60198 | 61960 |
| Supplemental % (BA Step) | 45826 |       |       |       |       |       |       |
| 12                       | 45985 | 47541 | 49097 | 51171 | 52900 | 54629 | 56357 |
| TSS                      | 6458  | 6488  | 6519  | 6559  | 6593  | 6627  | 6660  |
| Combined Salary          | 52443 | 54029 | 55615 | 57730 | 59493 | 61255 | 63018 |
| Supplemental % (BA Step) | 46883 |       |       |       |       |       |       |
| 13                       | 47022 | 48578 | 50134 | 52208 | 53937 | 55666 | 57395 |
| TSS                      | 6478  | 6508  | 6539  | 6579  | 6613  | 6647  | 6681  |
| Combined Salary          | 53500 | 55086 | 56673 | 58788 | 60550 | 62313 | 64075 |
| Supplemental % (BA Step) | 47940 |       |       |       |       |       |       |
| 14                       |       | 50134 | 51690 | 53246 | 55493 | 57222 | 59050 |
| TSS                      |       | 6539  | 6569  | 6610  | 6643  | 6677  | 6711  |
| Combined Salary          |       | 56673 | 58259 | 60474 | 62236 | 64099 | 65861 |
| 15                       |       |       | 53246 | 55448 | 57174 | 58903 | 60631 |
| TSS                      |       |       | 6630  | 6640  | 6674  | 6708  | 6741  |
| Combined Salary          |       |       | 59845 | 62063 | 63846 | 65610 | 67373 |
| 16                       |       |       | 55736 | 57026 | 58756 | 60483 | 62212 |
| TSS                      |       |       | 6630  | 6670  | 6704  | 6738  | 6772  |
| Combined Salary          |       |       | 62386 | 63896 | 65459 | 67221 | 68984 |
| 17                       |       |       |       | 59129 | 60854 | 62583 | 64312 |
| TSS                      |       |       |       | 6711  | 6745  | 6779  | 6812  |
| Combined Salary          |       |       |       | 65838 | 67599 | 69361 | 71124 |
| 18                       |       |       |       | 62775 | 64509 | 66242 | 67776 |
| TSS                      |       |       |       | 6781  | 6785  | 6819  | 6853  |
| Combined Salary          |       |       |       | 69326 | 71294 | 73061 | 74829 |
| EXT                      | 47022 | 50134 | 55736 | 62775 | 64509 | 66242 | 67776 |
| TSS                      | 6478  | 6539  | 6630  | 6751  | 6785  | 6819  | 6853  |
| Combined Salary          | 53500 | 56673 | 62386 | 69326 | 71294 | 73061 | 74829 |

**SCHEDULE B**

**SUPPLEMENTAL SALARY SCHEDULE**

All salaries for supplemental pay will be based on the percentage of the B.A. experience salary step (total salary of combined schedules) for each specific activity assigned. Prior experience will not transfer from one (1) supplementary assignment to another assignment, however, prior experience will transfer from one (1) supplementary assignment to another assignment within the same or a related sport.

| <u>ACTIVITY</u>  | <u>% OF THE BASE</u> |
|--|----------------------|
| ART CLUB SPONSOR .....   | 6.0                  |
| ASSISTANT FFA SPONSOR .....                                    | 6.0                  |
| AUDITORIUM MANAGER .....                                       | 4.0                  |
| <b><u>BASEBALL</u></b>   |                      |
| Head Varsity .....   | 12.5                 |
| Varsity Assistant, Baseball .....                              | 9.5                  |
| <b><u>BASKETBALL</u></b>                                       |                      |
| Head Varsity .....   | 12.5                 |
| Assistant Varsity .....  | 9.5                  |
| Head 8 <sup>th</sup> .....                                     | 7.0                  |
| Assistant 8 <sup>th</sup> .....                                | 6.5                  |
| Head 7 <sup>th</sup> .....                                     | 7.0                  |
| Assistant 7 <sup>th</sup> .....                                | 6.5                  |
| <b><u>BOWLING</u></b> .....                                    | 10.0                 |
| <b><u>BUILDING TECHNOLOGY SUPPORT TEACHER</u></b> .....        | 5.0                  |
| <b><u>CHEERLEADING</u></b>                                     |                      |
| Head Senior High .....   | 6.5                  |
| Assistant Cheerleading Coach .....                             | 4.0                  |
| 7-8 .....  | 3.0                  |
| <b><u>COLOR GUARD</u></b> .....                                | 7.0                  |
| <b><u>CROSS COUNTRY</u></b>                                    |                      |
| Boys .....   | 7.0                  |
| Girls .....  | 7.0                  |
| Both Boys and Girls .....                                      | 12.5                 |
| Assistant Cross Country .....                                  | 9.0                  |
| <b><u>DECA COORDINATOR</u></b> .....                           | 6.0                  |
| <b><u>DRAMATICS</u></b>  |                      |
| Senior High Speech .....                                       | 9.0                  |
| Assistant Senior High Speech .....                             | 4.5                  |
| Senior High Dramatics (per production) .....                   | 9.0                  |
| Assistant Senior High Dramatics (per production) .....         | 4.5                  |
| Middle School Dramatics (per production) .....                 | 3.0                  |
| Choreographer .....  | 3.0                  |
| Thespians .....  | 4.0                  |
| <b><u>DRILL/DANCE SPONSOR</u></b> .....                        | 5.5                  |
| <b><u>DRUM LINE DIRECTOR</u></b> .....                         | 4.5                  |
| <b><u>ELEMENTARY YEARBOOK</u></b> .....                        | 4.0                  |
| <b><u>FAMILY CAREER COMMUNITY LEADERS OF AMERICA</u></b> ..... | 8.0                  |
| <b><u>FOOTBALL</u></b>   |                      |
| Head Varsity .....   | 12.5                 |
| Assistant Varsity .....  | 10.0                 |
| Head 8 <sup>th</sup> .....                                     | 7.0                  |
| Assistant 8 <sup>th</sup> .....                                | 6.5                  |
| Head 7 <sup>th</sup> .....                                     | 7.0                  |
| Assistant 7 <sup>th</sup> .....                                | 6.5                  |
| <b><u>FUTURE FARMERS OF AMERICA</u></b> .....                  | 12.0                 |
| <b><u>GOLF</u></b>   |                      |
| Head Boys .....  | 12.5                 |
| Head Girls .....   | 12.5                 |
| Assistant .....  | 9.0                  |

| <u>ACTIVITY</u>  | <u>% OF THE B.A.</u> |
|--|----------------------|
| <b><u>INDUSTRIAL ARTS CLUB</u></b>                                     |                      |
| Senior High .....  | 1.5                  |
| <b><u>INSTRUMENTAL MUSIC ACTIVITIES</u></b>                            |                      |
| Senior High School .....   | 12.0                 |
| HS Marching Band .....   | 4.0                  |
| Assistant HS Marching Band .....                                       | 3.0                  |
| Asst. Senior High/Head Middle School .....                             | 10.0                 |
| <b><u>JUNIOR CLASS ADVISOR (2)</u></b>                                 | 2.0                  |
| Elementary .....   | 3.0                  |
| <b><u>MOCK TRIAL</u></b>   | 1.0                  |
| <b><u>NATIONAL HONOR SOCIETY</u></b>                                   | 6.0                  |
| <b><u>ROBOTICS COACH</u></b>   | 6.0                  |
| <b><u>SENIOR CLASS ADVISOR (1)</u></b>                                 | 1.0                  |
| <b><u>SKILLS USA COORDINATOR</u></b>                                   | 6.0                  |
| <b><u>SOCCER</u></b>   |                      |
| Boys Head Varsity .....  | 12.5                 |
| Girls Head Varsity .....   | 12.5                 |
| Boys Assistant Varsity .....   | 9.0                  |
| Girls Assistant Varsity .....  | 9.0                  |
| <b><u>SOFTBALL</u></b>   |                      |
| Head Varsity .....   | 12.5                 |
| Varsity Assistant Softball .....                                       | 9.5                  |
| <b><u>SPANISH CLUB</u></b>   | 6.0                  |
| <b><u>STUDENT COUNCIL</u></b>  |                      |
| High School .....  | 6.0                  |
| Middle School .....  | 2.0                  |
| Elementary .....   | 1.5                  |
| <b><u>TRACK</u></b>  |                      |
| Head Varsity .....   | 12.5                 |
| Assistant Varsity .....  | 10.0                 |
| Head 7-8 .....   | 7.0                  |
| Assistant 7-8 .....  | 5.5                  |
| <b><u>VOCAL MUSIC ACTIVITIES</u></b>                                   |                      |
| Vocal Music (7-12) .....   | 12.0                 |
| Assistant 7-12 Vocal .....   | 10.0                 |
| Head High School Show Choir .....                                      | 5.0                  |
| Assistant High School Show Choir .....                                 | 4.0                  |
| Head Middle School Show Choir .....                                    | 3.0                  |
| Elementary .....   | 3.0                  |
| <b><u>VOLLEYBALL</u></b>   |                      |
| Head Varsity .....   | 12.5                 |
| Assistant Varsity .....  | 9.5                  |
| Head 7-8 .....   | 7.0                  |
| Assistant 7-8 .....  | 6.5                  |
| <b><u>WRESTLING</u></b>  |                      |
| Boys Head Varsity .....  | 12.5                 |
| Girls Head Varsity .....   | 12.5                 |
| Assistant Varsity .....  | 9.5                  |
| Head 7-8 Wrestling/Assistant Varsity .....                             | 9.5                  |
| Assistant 7-8 .....  | 5.5                  |
| <b><u>WEIGHT ROOM SUPERVISION</u></b> - Total of \$4,800 for the year. |                      |
| <b><u>WEIGHT ROOM COORDINATOR</u></b>                                  | 5.0                  |
| <b><u>WEB PAGE COORDINATOR</u></b>                                     | 8.0                  |
| <b><u>YEARBOOK</u></b>   |                      |
| Middle School .....  | 4.0                  |
| High School .....  | 8.5                  |



**SCHEDULE C**

**NURSES' SALARY SCHEDULE**

**DEGREE** - One Hundred percent (100%) of BA experience salary step.

**R.N.** - Ninety percent (90%) of BA experience salary step.

**LPN** - Seventy percent (70%) of BA experience salary step.



# **Benton Community**

## **School District**

Building Secretarial Personnel



*July 1, 2023 – June 30, 2024*

## TABLE OF CONTENTS

### **REGULAR BENEFITS**

- A. Safety and Health
- B. Sick Leave

### **OTHER BENEFITS**

- A. Probationary Period
- B. Leave for Family Hospitalization
- C. Personal Leave & other leave
- D. Funeral Leave
- E. Holidays
- F. Late Starts
- G. Salary

## REGULAR BENEFITS

### A. Safety and Health

Physical examinations shall be required for all employees upon their initial appointments and prior to actual employment.

Payment for examination shall be provided by the District in an amount not to exceed thirty (\$30.00) dollars.

### B. Sick Leave

1. Employees covered under this agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa; in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
2. The above amounts shall apply only to consecutive years of employment in the District. Unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. Sick leave shall not be granted for elective surgery or such illnesses, or leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence. A doctor's note is required for any illnesses longer than 2 days in length.

## OTHER BENEFITS

### A. Probationary Period

The probationary period for employees is 90 days unless otherwise stated in an employee contract or letter of assignment. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

### B. Leave for Family Hospitalization

Four (4) days per year of absence in the case of hospitalization, surgery, doctor/dentist appointments or illness of a member of the employee's immediate family (spouse, children, parents, siblings, grandchildren, or legal dependents) will be allowed. The four (4) days will be charged against the employee's sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.

### C. Personal Leave

1. Three (3) days of personal leave will be granted without prior approval, however; all requests for personal leave must be filed with the Superintendent or designee at least one week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used in place of sick leave, or to extend vacations.
3. Employees may choose to carry over one unused personal day to the following year, resulting in no more than four (4) days in any year.

D. Funeral Leave

In case of necessary absence of a regular employee to attend or make arrangements for the funeral of a member of the employee's immediate family (spouse, children, grandchildren, sister, brother, parent, or parent-in-law, legal dependent, legal guardian) such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days for each death, to be used within (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a grandparent, the total per year. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives, the total per year. Requests for funeral leave shall be made in advance via the ESS System. The employee shall furnish the nature of the employee's relationship to the deceased.

E. Unpaid Leave

Leaves of absences without pay are not encouraged and such requests will generally be denied. Should an emergency arise please contact your administrator.

F. Holidays

The following paid holidays shall be recognized under this agreement/contract:

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day Memorial Day

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

When school is dismissed early, prior to a holiday, employees working that day may leave school one (1) hour early and record their regular time on time cards for that day.

G. Late Starts/Early Dismissals

When school is dismissed for inclement weather and employees are sent home for the day, they may be paid for the remainder of the day. When school begins late due to weather conditions, those employees working regular hours will be paid for their time. Those employees coming late will be paid from the time they arrive at work. When school is dismissed due to excessive heat, this policy does not apply.

G. Salary

See following salary schedule.

1. IRS 125 Plan. District Contribution of \$3,600 per year.
2. Substitute/probationary pay will be at \$16.50 per hour.

### SALARY SCHEDULE FOR BUILDING SECRETARIES

|                         |  |       |
|-------------------------|--|-------|
| 90 Day<br>Probation/Sub |  | 16.50 |
| 1-3 YEARS               |  | 17.00 |
| 4-6 YEARS               |  | 17.50 |
| 7-9 YEARS               |  | 18.00 |
| 10-12 YEARS             |  | 18.50 |
| 13-15 YEARS             |  | 19.00 |
| 16-18 YEARS             |  | 19.50 |
| 19-21 YEARS             |  | 20.00 |
| 22-24 YEARS             |  | 20.50 |
| 25-27 YEARS             |  | 21.00 |

218 Day Paid Contract:  
180 = School Days  
9 = Staff In-service Days 8 = Paid Holidays  
21 = Additional Work Days  
August 7, 2023 through June 12, 2024

Appendix F - District Secretarial Personnel



**BENTON  
COMMUNITY  
SCHOOL DISTRICT**

District Secretarial Personnel



***July 1, 2023 - June 30, 2024***

## TABLE OF CONTENTS

### REGULAR BENEFITS

- A. Safety and Health
- B. Sick Leave

### OTHER BENEFITS

- A. Probationary Period
- B. Leave for Family Hospitalization
- C. Personal Leave & other Leave
- D. Funeral Leave
- E. Holidays
- F. Late Starts
- G. Salary



## REGULAR BENEFITS

### A. Safety and Health

Physical examinations shall be required for all employees upon their initial appointments and prior to actual employment.

Payment for examination shall be provided by the District in an amount not to exceed thirty (\$30.00) dollars.

### B. Sick Leave

1. Employees covered under this agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa; in the following amounts:

1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.

2. The above amounts shall apply only to consecutive years of employment in the District. Unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. Sick leave shall not be granted for elective surgery or such illnesses, or leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence. A doctor's note is required for any illnesses longer than 2 days in length.

## OTHER BENEFITS

### A. Probationary Period

The probationary period for employees is 90 days unless otherwise stated in an employee contract or letter of assignment. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

### B. Leave for Family Hospitalization

Four (4) days per year of absence in the case of hospitalization, surgery, doctor/dental appointments or illness of a member of the employee's immediate family (spouse, children, parents, siblings, grandchildren, or

legal dependents) will be allowed. The four (4) days will be charged against the employee's sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.

C. Personal Leave

1. Three (3) days of personal leave will be granted without prior approval, however; all requests for personal leave must be filed with the Superintendent or designee at least one week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used in place of sick leave, or to extend vacations. Such leave will be non-accumulative.

D. Unpaid Leave

Leaves of absences without pay are not encouraged and such requests will generally be denied. Should an emergency arise please contact your administrator.

E. Funeral Leave

In case of necessary absence of a regular full-time employee to attend or make arrangements for the funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian) such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance via the ESS System. The employee shall furnish the nature of the employee's relationship to the deceased.

F. Holidays and Vacations

1. The following paid holidays shall be recognized under this agreement/contract:

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

When school is dismissed early, prior to a holiday, employees working that day may leave school one (1) hour early.

- Vacation days are defined as any other day not covered in the leave of absence definition or paid holidays.
- Four weeks paid vacation annually.
- No vacation will be taken five (5) days prior to the start of school and also not to be taken the last five (5) days of the fiscal year.
- Special circumstances will be considered and addressed upon request for vacation time.
- Late Starts/Early Dismissals- When school is dismissed for inclement weather and employees are sent home for the day, they may be paid for the remainder of the day. When school begins late due to weather conditions, those employees will be paid for their time.

#### G. Salary and Benefits

- 260 Day Paid Contract:
- Salary based on 12-month contract
- Benefit to be determined by Superintendent

# ***Benton Community School District***

Food Service Employee Handbook

## ***2023-2024***

July 1, 2023 through June 30, 2024



***Quality Education for a Lifetime of Learning***

## **Food Service Employee Handbook Table of Contents:**

**Section 1: Bulletin Board**

**Section 2: Probationary Period**

**Section 3. Employee Hours and Duties**

**Section 4: Leaves of Absence**

**Section 5: Holidays and Vacations**

**Section 6: Wages and Salaries**

**Section 7: District Cafeteria Plan**

**Section 8: Seniority**

**Section 9: Salary Schedule Information Section**

**Section 10: Substitute and Seasonal Rates of Pay**

## Section 1: Bulletin Board

The employer shall provide a bulletin board (not in an area open to the public) in each building for work related postings.

## Section 2: Probationary Period

The probationary period for employees is 90 days unless otherwise stated in an employee contract or letter of assignment. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

## Section 3: Employees Hours and Duties

- A. The standard hours during the work year for food service personnel shall be determined by the Administration.
- B. Food service personnel who attend district required classes or otherwise report for duty on in-service days or on weekends shall receive their normal rate of pay for such hours.
- C. The District will provide a list of dates when extra help is needed. (Extra Duty Sheets) Late or rescheduled dates will be dealt with on an individual basis. The District will use a form with a return date and a place for employee's initials accepting or rejecting extra duties.

## Section 4: Leaves of Absence

### **Sick Leave**

- Employees covered under this Agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
- The above amounts shall apply only to consecutive years of employment in the District and unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
- An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work. A doctor's note is required for any illnesses longer than 2 days in length.
- All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
- When an employee will be absent from work, he/she shall give notice to the supervisor or designee. In cases of extended illness, the supervisor shall be notified of the return of the employee to work.

- Sick leave shall not be granted for elective surgery or such illnesses, or for leaves of absence which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.
- Three (3) days per year of absence in the case of hospitalization, surgery, doctor/dental appointments or illness of a member of the employee's immediate family (spouse, children, parent, grandchildren or legal dependent) will be allowed and charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.

### **Funeral Leave**

In case of the necessary absence of a regular employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance via the ESS System. The employee shall furnish the nature of the employee's relationship to the deceased.

### **Unpaid Leave**

Leaves of absences without pay are not encouraged and such requests will generally be denied. Should an emergency arise please contact your building principal.

### **Personal Leave**

- Three (3) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
- Personal leave shall not be used to extend vacations or holidays.
- Only one (1) employee a day per job classification may be gone on personal leave from the Building, unless prior approval is obtained.
- Employees may choose to carry over one unused personal day to the following year, resulting in no more than four (4) days in any year.

### **General Provisions on Leave of Absence**

- A leave of absence will not be granted for the purpose of allowing the employee to enter the employment of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during a paid leave of absence will be the proper cause of discharge.



- An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.
- An employee returning to work after a serious illness or injury will be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
- Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
- Paid leaves of absence do not apply to probationary employees.
- Part-time employees shall receive pay for a leave, as per schedule based on the number of hours pay they would otherwise receive. The employee shall be responsible for indicating the number of hours on the time card utilized by the school district.

### Section 5: Holidays and Vacations

The following paid holidays shall be recognized *after* completion of the employee's probationary period:

1. Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; New Year's Eve, New Year's Day; and Memorial Day.
2. Part-time employees shall be based upon the number of hours pay they would otherwise receive.
3. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed fall on a Sunday, the succeeding Monday shall be observed as the holiday. Eligible employees who perform no work on a holiday shall be paid for one (1) day's work at their regular rate of pay.

### Section 6: Wages and Salaries

1. Pay Periods  
Each employee shall be paid on the twenty-fifth (25th) of each month.
2. Exceptions  
When a pay date falls on or during the school holiday, vacation, or weekend, employees shall be paid on an earlier designated date.
3. Mileage  
Employees required to use their personal vehicles for school business when a school vehicle is not available shall be paid for mileage at the District's standard rate of \$0.50 per mile.
4. Clothing Allowance  
Food service employees will be allotted one hundred dollars (\$100) per school year for work related apparel (i.e. pants, shoes, tops). Food Service employees must submit an expense voucher to receive payment.

## Section 7: District Cafeteria Plan

### A. Cafeteria Plan

The District will make available a Section 125 salary reduction plan. Part-time employees may purchase single and family insurance under the terms and conditions of the carrier.

### B. Limitations and Provisions

All provisions of insurance coverage shall be those set forth in the respective insurance policies. This includes, but is not limited to, eligibility, beginning and termination dates, benefits and exclusions.

### C. Physical

Physical examinations shall be required for all employees upon their initial appointment and prior to actual employment. Payment for examination shall be provided by the School District in an amount not to exceed forty dollars (\$40.00). Board Policy 403.1 states that employees are to have a pre-employment physical examination.

### D. Selection of Carrier

The Board shall have the right to procure the insurance.

## Section 8: Postings and Transfers

### A. Postings

Postings internally will be made available for all employees via email. Internal postings will be for 5 days internally. Internal employees must contact their direct supervisor within the 5 days if they are interested in a transfer and request this in writing. Supervisors will discuss the transfer request with the employee. Employees may be expected to interview with the supervisor and/or a committee. Supervisors reserve the right to recommend to the Superintendent the request for an internal transfer be approved or not approved. The superintendent reserves the right to recommend approval or non-approval.

### B. Transfers

All requests for transfers shall be in writing and sent to the Superintendent/designee (**within five (5) working days following a posting**). The consideration of a transfer will be based on training, ability to perform the work, qualifications, evaluations and service to the District. The Superintendent shall have the sole discretion and final decision in all cases of transfer unless the Board grants review. An employee may make a written application to the Board to accept a closed session appeal of the Superintendent's decision on transfer or promotion. If review is granted, the decision of the Board shall be final and binding. Upon approval by the Superintendent or his/her designee, employees shall be placed on the proper salary step according to the number of years of service within the classification. The employee shall retain his/her seniority within the classification from which transfer was made.

### C. The Superintendent shall have the final decision in all cases of realignment unless the Board grants review.

D. Employees temporarily hired to fill a vacancy created by a leave of absence will not be eligible for recall rights.

Section 9: Salary Schedule Information

**FOOD SERVICE SCHEDULE**

Food Service Managers will receive a two dollar (\$2.00) per hour premium

FOOD SERVICE

|       |       |
|-------|-------|
| 0-5   | 16.72 |
| 6-10  | 16.77 |
| 11-15 | 16.82 |
| 16-20 | 16.87 |
| 21-25 | 16.92 |
| 26-30 | 16.97 |

Section 10: Substitute Rate of Pay

**SUB** \$14.00

**Definition:**

- A **SUB** temporarily replaces a contract employee.

# ***Benton Community School District***

Maintenance Employee Handbook

***2023-2024***



***Quality Education for a Lifetime of Learning***

## Maintenance Employee Handbook Table of Contents:

Section 1: Bulletin Board

Section 2: Probationary Period

Section 3: Employees Hours and Duties

Section 4: Leaves of Absence & Other Leave

Section 5: Holidays and Vacations

Section 6: Wages and Salaries

Section 7: District Cafeteria Plan

Section 8: Seniority

Section 9: Salary Schedule Information

Section 10: Substitute and Season Rates of Pay

## Section 1: Probationary Period

The probationary period for employees is 90 days unless otherwise stated in an employee contract or letter of assignment. Probationary employees shall not be entitled to any leave (sick, personal, vacation) during the probationary period.

## Section 2: Employees Hours and Duties

- A. The standard work week for full-time maintenance employees will be forty (40) hours. The standard work week is defined as the period Saturday through Friday of any given week. Overtime will be paid for hours beyond forty (40) hours per week in accordance with the applicable provisions of the Fair Labor Standards Act. An employee's working hours shall be determined by the building principal or supervisor. Employee time cards must reflect actual starting and ending times for hours worked. If a full-time maintenance employee is required to work beyond their scheduled daily hours, they will be paid accordingly and will not be given compensatory time in lieu of the appropriate pay without the employee's consent.
- B. All full-time employees shall receive an unpaid, duty-free lunch period of at least thirty (30) minutes, except under extenuating circumstances.
- C. The District will provide a list of dates when extra help is needed. (Extra Duty Sheets) Late or rescheduled dates will be dealt with on an individual basis. The District will use a form with a return date and a place for employee's initials accepting or rejecting extra duties
- D. The district will provide a cell phone to the shift manager of Maintenance/Custodians to address emergency concerns and serve the mission of the school district.

## Section 4: Leaves of Absence

### A. Sick Leave

1. Employees covered under this Agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
2. The above amounts shall apply only to consecutive years of employment in the District and unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. An employee returning from any illness, *whether or not sick leave benefits have been paid*, may be required to furnish a physician's certificate of health prior to returning to work. A doctor's note is required for any illnesses longer than 2 days in length.

4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. When an employee will be absent from work, he/she shall give notice to the supervisor or designee. In cases of extended illness, the supervisor shall be notified of the employee to work.
6. Sick leave shall not be granted for elective surgery or such illnesses, or for leaves of absence which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.
7. Three (3) days per year of absence in the case of hospitalization, surgery, doctor/dental appointments or illness of a member of the employee's immediate family (spouse, children, parent, grandchild or legal dependent) will be allowed and charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.
8. Sick leave shall not be granted for more than twelve (12) months, except in extenuating circumstances as approved by the superintendent.

### **B. Funeral Leave**

In case of necessary absence of a regular, full-time employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance via the ESS System. The employee shall furnish the nature of the employee's relationship to the deceased.

### **C. Personal Leave**

1. Three (3) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used to extend vacations or holidays.
3. Only one (1) employee a day per job classification may be gone on personal leave from the Building, unless prior approval is obtained.
4. Employees may choose to carry over one unused personal day to the following year, resulting in no more than four (4) days in any year.



#### **D. Unpaid Leave**

Leave of absences without pay are not encouraged and such requests will generally be denied. Unpaid leave is not to be used in the absence of vacation or personal leave or to extend vacation, personal leave or holiday. Should an emergency arise, contact your administrator.

#### **E. General Provisions on Leave of Absence**

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during a paid leave of absence will be a proper cause of discharge.
2. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
5. Leaves of absence do not apply to probationary employees.
6. Part-time employees shall receive pay for a leave, as per schedule based on the number of hours pay they would otherwise receive. The employee shall be responsible for indicating the number of hours on the time card utilized by the school district.
7. In the event of a school closing, maintenance employees may elect applicable paid leave or may request special leave without pay due to extenuating weather circumstances.

#### Section 5: Holidays and Vacations

A. The following paid holidays shall be recognized after completion of the employee's probationary period:

1. Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Eve, Christmas Day; New Year's Eve, New Year's Day; Memorial Day; and July 4<sup>th</sup>.
2. Part-time employees shall be based upon the number of hours pay they would otherwise receive.
3. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed fall on Sunday, the succeeding Monday shall be observed as the holiday. Eligible employees who perform no work on a holiday shall be paid for one (1) day's work at their regular rate of pay.
4. On the following early dismissal days all custodians will be dismissed one (1) hour early with pay:

Christmas - vacation

B. The following vacation schedule shall only apply to employees in the maintenance and custodial group:

- 2 weeks after 1 year anniversary
- 3 weeks after 7 year anniversary
- 4 weeks after 12 year anniversary

Years of service will be figured from the employee's anniversary date. Part-time, year-around employees will receive their paid vacation on a prorated basis. Requests for vacation days must be submitted one week in advance of the selected day(s), except in extenuating circumstances. The Administration reserves the right to limit the number of employees requesting vacation leave during the same period of time. Employee requests for special leave without pay during a holiday period will be at the sole discretion of the Superintendent.

C. No vacation is to be taken five (5) days prior to the start of school and also not to be taken the last five (5) days of the school year. Eligible employees may use up to two (2) weeks of vacation during the school year. In addition, three (3) vacation days may be used in conjunction with Christmas and New Year's when school is not in session.

## Section 6: Wages and Salaries

### 1. **Pay Periods**

Each employee shall be paid on the twenty-fifth (25th) of each month.

### 2. **Exceptions**

When a pay date falls on or during the school holiday, vacation, or weekend, employees shall **be paid on an earlier date.**

Employees required to use their personal vehicles for school business when a school vehicle is not available shall be paid for mileage at the District's standard rate of \$0.50 per mile.

Maintenance employees will be allotted one hundred dollars (\$100) per school year for approved footwear. Maintenance employees must submit an expense voucher for reimbursement up to the \$100 allocated for shoes for work purposes. Flat-heeled shoes and/or safety shoes are recommended. Shoes must encompass the foot (fully covering the heel and the top of the foot and up to the ankle). No decorative openings will be permitted in the sides, toe, or heel of the shoe. Some types of shoes which are not acceptable include thongs, open-toe or open-heel shoes, sandals, ballet-type slippers, and moccasins.

Maintenance employees will be allotted one hundred dollars (\$100) per school year for approved clothing. All maintenance employees will purchase and fit themselves with royal blue polo shirts.

Maintenance employees must submit an expense voucher for reimbursement up to the \$100 dollar allotment allowed for clothing specified per school year.

The District will compensate maintenance employees at a double time hourly rate for administrative assigned activities on a Sunday.

#### Section 7: District Cafeteria Plan

A. **Cafeteria Plan**

The District will make available a Section 125 salary reduction plan and provide each full-time employee with \$550 per month to be applied toward the District's group cafeteria plan. Retired and Part-time employees may purchase single and family insurance under the terms and conditions of the carrier.

B. **Limitations and Provisions**

All provisions of insurance coverage shall be those set forth in the respective insurance policies. This includes, but is not limited to, eligibility, beginning and termination dates, benefits and exclusions.

C. **Physical**

Physical examinations shall be required for all employees upon their initial appointment and prior to actual employment. Payment for examination shall be provided by the School District in an amount not to exceed forty dollars (\$40.00).

D. **Selection of Carrier**

The Board shall have the right to procure the insurance.

E. **Life Insurance**

The Board will provide a fifteen thousand dollar (\$15,000) term life insurance policy for each regular, full-time maintenance employee.

Section 8: Seniority

A. **Seniority Definition**

Seniority shall be determined by an employee's length of continuous service, within job classification, to the Benton Community School District. Part-time employees accrue seniority on a pro-rata basis. Seniority will begin with the employee's Board approved date of hire.

B. **Step Definition**

Employees will receive one step on Pay Schedule A for each year of district service prior to July 1<sup>st</sup>.

C. **Seniority Lists**

A copy of the seniority list shall be provided upon request of an employee. New employees shall be added to the seniority list thirty (30) days after their date of hire.

D. **Staff Reduction**

When a reduction of an employee's position is deemed necessary, seniority shall apply (within the employee's specific job classification). The job classifications covered by this Agreement include: Maintenance.

When the number and names of employees to be laid off has been determined by the Board, it will notify the employees in writing. The layoff of each employee shall commence on the date specified by the Board in the notice to the affected employee.

E. **Recall**

Employees, within classification, will be recalled from layoff in reverse order of their layoff (provided they have the necessary qualifications as determined by the Board).

An employee selected for recall will be notified, in writing, by the Board of his/her re-employment. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within five (5) calendar days of receipt of the re-employment notice, the employee must advise the Board, in writing, that he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by an employee when mailed registered mail, return receipt requested, to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all reemployment rights granted an employee shall terminate upon said employee's failure to accept the position offered (within five (5) calendar days).

Employees shall retain their recall right to reemployment for a period of one (1) school year following the date of layoff.

F. ***Postings***

At least three (3) days prior to posting a vacancy, letters will be sent to all employees.

G. ***Transfers***

All requests for transfers shall be in writing and sent to the Superintendent/designee (**within five (5) working days following a posting**). The consideration of a transfer will be based on training, ability to perform the work, qualifications, evaluations and service to the District. The Superintendent shall have the sole discretion and final decision in all cases of transfer unless the Board grants review. An employee may make a written application to the Board to accept a closed session appeal of the Superintendent's decision on transfer or promotion. If review is granted, the decision of the Board shall be final and binding. Upon approval by the Superintendent or his/her designee, employees shall be placed on the proper salary step according to the number of years of service within the classification. The employee shall retain his/her seniority within the classification from which transfer was made.

H. The Superintendent shall have the final decision in all cases of realignment unless the Board grants review.

I. Employees temporarily hired to fill a vacancy created by a leave of absence will not be eligible for recall rights.

## SCHEDULE A

### CUSTODIAN AND MAINTENANCE PAY SCHEDULE

Full-time employees working the "second" or "graveyard" shift will receive a forty-five cent (\$.45) per hour premium.

Shift Manager at the Middle/High School will receive a seventy-five cent (\$.75) per hour premium.

#### CUSTODIANS AND MAINTENANCE PAY RATES

|       |       |
|-------|-------|
| 0-5   | 18.40 |
| 6-10  | 19.15 |
| 11-15 | 19.90 |
| 16-20 | 20.65 |
| 21-25 | 21.40 |
| 26-30 | 22.15 |

Substitute and Seasonal Rates of Pay:

**SUB**                      \$17.00

**SEASONAL**              \$17.00

Definition:

- A **SUB** temporarily replaces a contract employee.
- A **SEASONAL** employee temporarily does additional work such as grounds and mowing.

## SCHEDULE B

### SALARIED DISTRICT MAINTENANCE & UTILITY PAY SCHEDULE

#### **DISTRICT MAINTENANCE PAY RATES**

|       |       |
|-------|-------|
| 0-5   | 21.40 |
| 6-10  | 22.15 |
| 11-15 | 22.90 |
| 16-20 | 23.65 |
| 21-25 | 24.40 |
| 26-30 | 25.15 |

## Appendix I - Transportation Employees



# BENTON COMMUNITY SCHOOL DISTRICT

## TRANSPORTATION HANDBOOK



**July 1, 2023 – June 30, 2024**



**Bus Driver  
Salary Welfare Benefits  
2023-24 Language**

|                         |         |                        |         |
|-------------------------|---------|------------------------|---------|
| Regular Route           | \$96.15 | Activity Shuttle       | \$34.25 |
| Short Shuttle           | 14.25   | Preschool Shuttle      | 23.00   |
| Long Shuttle            | 15.85   | Special Ed Bus Driver  | 23.35   |
| Norway-V.H. Shuttle     | 22.85   | Special Ed. Van Driver | 22.85   |
| Keystone-Norway Shuttle | 30.05   | Bus Stop Supervisor    | 24.00   |
| Atkins Town Shuttle     | 6.75    |                        |         |

- Drivers will be paid a \$500 bonus at the end of the contract year if they miss 5 or fewer days. Drivers will be paid a \$100 bonus at the end of the contract year if they only miss 6 to 10 days.
- Activity trips will be compensated at a rate of **\$15.00 per hour (eff. 7/1/22)**. **Minimum payment for an activity trip will be forty (\$60.00) dollars (eff. 7/1/22). This minimum payment only applies to scheduled activities after regular school hours or during the weekend hours.**
- **Bus/Vehicle Maintenance** - Any driver at any center who checks and adds oil, fills gas tank, sweeps bus, empties trash, keeps front, rear windows and lamps clear....\$1.00 per day premium.
- **Definitions:** **Regular Route** - A route that takes approximately one (1) hour to complete; **Short Shuttle** – Daily shuttle distance of 30 miles or less; **Long Shuttle** – Daily shuttle distance range of 31-52 miles; **Norway-V.H. Shuttle** – Daily shuttle distance of approximately 65 miles; **Keystone-Norway Shuttle** – Daily shuttle distance of approximately 87 miles; **Atkins Town Shuttle** – Atkins town shuttle as part of regular route; **Activity Shuttle** – Daily rate for activity shuttle; **Preschool Shuttle** – Daily rate for preschool shuttle.
- **Paid Holidays:** Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

Bus drivers are to turn in claims for driving each Monday, along with bus reports, to the Transportation Office. Claims will be paid on the 25th of each month. Items other than salary will be paid after the monthly board of education meeting which normally occurs on the 3rd Wednesday of each month. Make sure that expense vouchers are complete with the reason you drove, who for, miles traveled, waiting time, if any.

**Regular shuttle drivers, that do not have a country route, will be placed on a seniority schedule with other shuttle drivers that do not have routes. Seniority rank on this list will allow those drivers consideration when a regular route should open and has been rejected by all other regular drivers. Initial lists will be established with drivers beginning continuous service.**

## **Absences**

### **A. Sick Leave**

1. Employees covered under this Agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
2. The above amounts shall apply only to consecutive years of employment in the District and unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.
4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. When an employee will be absent from work, he/she shall personally call their supervisor or supervisor's designee, unless physically unable to do so. In cases of extended illness, the employee is required to provide their supervisor or the supervisor's designee with a doctor's note for any illness longer than 2 days.
6. Three (3) days per year of absence in the case of hospitalization, surgery, or illness of a member of the employee's immediate family (spouse, children, parent, or legal dependent) will be allowed and charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.
7. Sick leave applies only to the contract days and regular assignments in which students are in attendance during the regular school year. Sick leave does not apply to summer transportation programming.

### **B. Funeral Leave**

In case of necessary absence of a regular, full-time employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance to via the ESS System. The employee shall furnish the employee's relationship to the deceased.

C. **Personal Leave**

1. Three (3) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used to extend vacations or holidays.
3. Employees may choose to carry over one unused personal day to the following year, resulting in no more than four (4) days in any year.
4. No personal leave should be scheduled the last two weeks of the school year.

D. **Unpaid Leave**

Leaves of absences without pay are not encouraged and such requests will generally be denied. Should an emergency arise please contact your administrator.

E. **Special Leave**

An employee may be granted leave of absence with or without pay granted at the *sole discretion of the Superintendent or his/her designee*. Special leave forms must be submitted at least five (5) days in advance of requested leave except in extenuating circumstances.

**General Provisions on Leave of Absence**

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during a paid leave of absence will be the proper cause of discharge.
2. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
5. Leaves of absence only apply to the regular school year work days and driving assignment. Leaves of absence are not applicable for summer driving assignments.

E. **Insurance Benefits**

All insurance benefits and coverages shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurances. Coverage periods and date of premium payment necessary for such coverage shall be determined by the insurance carrier. All the terms and conditions of the existing insurance policy shall supersede any agreement.

## **F. Seniority**

Seniority shall be defined as an employee's length of full-time continuous service with the Board since the employee's last date of hire. Years of part-time service shall be calculated on a pro-rata basis as it relates to full-time. In the case of our transportation employees, full-time continuous service is defined by a regular route assignment. Part-time service is defined by one-half of a regular route assignment.

## **G. Transfer Requests**

Bus driver requests for route assignments are made as follows:

1. All transfer requests for a route assignment shall be in writing in the form of a letter to the Transportation Director or his/her designee.
2. The consideration of a request will be based on seniority and driver qualifications.
3. Written notification will be given to the employee concerned as soon as practical.
4. "Bumping" based on existing route assignments is strictly prohibited.
5. The Transportation Director shall have the final decision in all requests for route assignments.

## **H. Retirement**

The Benton Community School District will adhere to the regulations and guidelines in accordance with IPERS. To receive IPERS retirement benefits, a member must officially terminate all employment with IPERS covered employers and complete a period bona fide retirement. If a member's covered employment continues after reaching age 70, the member is entitled to apply for and receive retirement benefits without resigning or interrupting service.

In the event that a transportation employee retires, all seniority rights and other benefits covered in this Agreement are severed. The employee may reapply for any available position in the school district upon completion of the period of bona fide retirement. The employee is not assured to the route assignment held at the time of retirement with the school district. This will be dependent on the bidding process.

## **Bus Rules and Regulations**

School bus drivers are charged with great responsibility, and safety is the most important part of their jobs. This manual is an attempt to collect pertinent information together as it pertains to state regulations and the Benton Community School situations in particular.

### **School Bus Maintenance**

1. Read and study the section in this manual supplied by the Department of Education relating to the school bus driver and the section relating to examination for a chauffeur's license.
2. Keep your bus clean, inside and outside. Always keep lights and rear windows and license plates clean. Sweeping the inside is a daily job.
3. If someone other than the regular driver uses a bus during the school year, the bus must be left clean and neat or as good as it was when taken and used. If not, the driver of the group is responsible for cleaning it. This applies to substitutes or other drivers.
4. Report to your garage for oil changes each 6000 miles, and 6000 miles on filter. Get the bus greased each 6000 miles. Check with the Transportation Director on any major repair needs before getting it done. Do not let things go as it only causes other damage and costs more in the long run.
5. Keep the registration, insurance card, and the annual 27A Inspection card in the first aid kit at all times in the bus.
6. Use the spare bus whenever yours is out of commission or is being repaired. Check with the transportation director and report needed repairs at once.
7. Adults cannot ride buses on regular routes under any circumstances without permission of the administration. On extra-curricular trips, adults for chaperone duties may be taken along only if permission is received from the principal first. Faculty to and from regular classes can ride the bus. Parents or faculty may be used as chaperones on activity trips.
8. Report bad road conditions to the transportation office who will report to the director. Notations can be made on Weekly Reports; will consider county engineer and report same.
9. Most units are kept in the school bus garages. Duplicate keys are always in the office key files.

10. Let mechanics know as far ahead of time as possible if work on your bus is needed. If major work is needed, please contact the director before proceeding. They can schedule their time to work on buses on Saturday, if necessary. Normally, repair work can be done by our own personnel.

### **Personnel Procedures**

1. Be sure to renew your CDL before they expire. New background check forms must be completed after renewing your license at the Central Administration Office.
2. Bus drivers pay their own fines for any traffic violations.
3. Complete and return repair reports as soon as possible. (Weekly Driver's Report, Absence Report, and Driver Report for payroll).
4. Fill out all reports before turning them in.
5. Physical exams are required every two (2) years by the state or annually depending on the health provider recommendation. See blanks on application for School Bus Driver's Permit.

Reimbursement for required physicals will be at a rate of the out of pocket cost for the employee for the physical. Employees are to submit expense vouchers with a copy of an insurance or physician form verifying out of pocket expenses for reimbursement.

6. Drivers are responsible for contacting the Transportation Director or Transportation Secretary/Clerk for any applicable leave request situation. Drivers are not responsible and should not contact their own substitutes. This is a responsibility of management.
7. Know your substitute drivers. Use only a qualified substitute without fail. Be sure to place the name of the substitute on the Weekly Report and also the Bus Driver's Report that you turn in at the end of each pay period; also give the reason for having a substitute.
8. Drivers are required by state law and their contracts to attend any meetings that might be held in their area.
9. Drivers are required by state law and their contracts to be with their buses at the semi-annual bus inspection.
10. Qualified drivers must be used on activity trips. **Pay depends on time.** See pay schedule sheet on page 2. Reimbursement claim forms will be filled out in

triplicate. You keep triplicate, and turn in the first two copies. One will be returned to you with payment. Please complete all information asked for including mileage.

11. State and federal laws apply on withholding for income tax, social security, and state pension. See the superintendent or school board secretary if you have questions about it.
12. If for any reason any driver, regular or substitute, takes a bus for an activity trip, the driver should let the bus mechanic know. On the monthly bus operation form there is a place at the bottom to record any extra-curricular trips and the details of that trip. When an application for reimbursement is made to the state department of transportation, the miles buses used for extra-curricular trips cannot be used.
13. The Benton Community Transportation Time Log and expense vouchers when applicable should be filled out and filed as per instructions. Be sure to include mileage and total time for all transportation related trips.
14. There must be at least 35 students paid in advance in order to operate a pep bus to any extra-curricular activity. Administrative discretion may be used in determining pep bus decisions.

### **Safety Regulations and Procedure**

1. **Drive slowly in front of the school. NO BACKING UP.**
2. Be sure you know the law on using flashing stop warning lights and the stop arm. From 300 to 500 feet before stopping the bus, turn on the flashers and leave them on while stopped and until ready to start. Load and unload all students at the right front door, and if they cross the road, they must go in front of the bus. (See responsibility on State Driver's Sheet TR-C-40). The Sixty-Second General Assembly enacted important legislation pertaining to the pupil transportation program. The bill is identified as Senate File 269, and it includes two provisions of which you should be aware: the flashing stop lamps on the front of the school buses shall consist of two (2) double lamp assemblies. Two (2) of these lamps shall display an amber light, and the remaining two (2) lamps shall display a red light. The lamps shall be mounted above the top line of the windshield, and as far apart as practical, but not beyond the outside lines of the bus body at that point. The lamps at the rear shall display a red light, except all new buses will also display amber as well as red. They will be activated for the red at the opening and closing of the door. This is explained in your copy of TR-C-40. On all others, the flashing stop warning lamps shall be activated manually with a switch mounted on the steering column.

3. Vehicles must stop for the bus from both the front and the rear when the red flasher signals are turned on, and the bus comes to a stop. Vehicles cannot go by the bus until the stop arm is retracted and the bus starts up.
4. Do not use the stop arm or the flasher signals for any other purpose than the above.
5. IOWA ACCIDENT REPORT FORM - An accident in the state of Iowa causing death, personal injury, or total property damage of \$500 or more must be reported within 72 hours. Failure to report within 72 hours, may result in suspension of your driving privilege. You may get a report form from the Transportation Office. SCHOOL BUS ACCIDENT REPORT FORM should be sent to the Department of Education in Des Moines. All accidents involving school transportation must be reported whether persons are injured or not regardless of damage done. You may get a form from the Transportation Office.
6. DO NOT WAIT FOR STUDENTS. It is discouraged by the State and is not required. Actually, it results in illegally blocking the road and making other students late. Impress the importance of pupils being on time for pick up. HOWEVER, IN UNLOADING, BE SURE PUPILS ARE A SAFE DISTANCE FROM THE BUS BEFORE STARTING ON. REMEMBER, IN THE WINTER TIME WITH ICE AND SNOW, A SAFE DISTANCE IS A GREATER DISTANCE AWAY.
7. Stop for railroad crossings always, loaded or not, and open the entrance door. See section tips for safer bus driving.
8. **SAFETY** is very important, and good discipline is the most important help to safety.
9. **TRAFFIC VIOLATIONS** - To press charges against a driver who commits a violation, get the license number, vehicle description, and complete a "School Bus Warning Devices Violation Report" located at the Central Administration Office or the Van Horne bus barn. This report form must be filed at the Law Enforcement Agency with 72 hours of the violation. Return the completed violation form to either the Central Administration Office or the Van Horne bus barn.
10. Never stop on the highway in a no-passing zone.
11. Never go off the highway to load or unload pupils; the only exception is the place where it is safer to drive into the yard to turn around than to back out.
12. Your big yellow bus is a constant target for the eyes of the community, drive safely and well.



13. Profane language, tobacco, and drugs are prohibited on the buses as in the school building. Alcoholic beverages used on or too near duty time is an automatic reason for dismissal.
14. Buses should be standing in the loading area prior to school dismissal, but where this is not possible extreme caution should be practiced when coming into the loading or unloading station. Do not RUSH. Precaution by drivers upon pulling away from the curb or driveway should be practiced not only when loading in the morning and at pick up spots, but after leaving children off at home in the afternoon. Many of the driveways slope back to the road, and a child could slide on the ice back to the bus. Be sure you see each child before you pull away.
15. Keep on schedule as closely as possible.
16. Drive with lights on.
17. Check fire extinguishers every day.
18. The Benton District will not reverse routes mid-year. Routes may be reversed annually, but only if it is safe and efficient to do so. Driver input (regarding safety) will be weighed heavily in making this decision. Drivers will not make major route changes without consulting the transportation director and the transportation secretary.

### **SCHEDULE FOR SERVICE**

**By Bus Drivers** - Each school day do the following: Check and report any discrepancy to maintenance.

1. Emergency door-latches and warning signal work properly.
2. Windshield wiper
3. Radiator water level satisfactory.
4. Fuel tank satisfactory.
5. Crankcase oil level satisfactory.
6. Brakes: Service Emergency
7. Tires (Visual inspection only)
8. Cleanliness: Interior, Reflector, Lenses
9. Generator charging properly.
10. Oil pressure gauges working properly.
11. Headlights, Stop Light, Tail Lights, Directional Signal
12. Rear view mirrors (adjusted properly). Cross view mirror with proper adjustment.

### **Schedule for Service Continued**

13. Stop arm.
14. School bus signals visible.

15. Motor functioning properly.
16. Fill with gas.
17. Check batteries for water level.
18. Wash the bus regularly--Rear door, windows, and lights may need it every day.
19. Prepare the bus for state inspection each fall, check and report needs.
20. Keep record of daily use of gas and oil added at the bus garage.
21. Complete record for summer repairs each spring.

Where a bus mechanic is available, he will take care of most of these items. However, the driver has the responsibility of reporting any necessary needs. Some of the drivers feel they have no responsibility in maintenance of buses. You may not have to do the work, but you are 100% responsible if your needs are not reported, and if you receive enumeration for this then you are 100% responsible both ways.

#### **NOTICE TO DRIVERS:**

The new Standard 17 calls for each driver to perform a daily pre-trip inspection of their vehicle and to report promptly and in writing any defects or deficiencies discovered. Be sure to give bus number, date and your name.

July 1, 1986 - A state law which provides that bus drivers are required to wear safety belts while operating a bus.

# BENTON COMMUNITY SCHOOL DISTRICT

## TRANSPORTATION DEPARTMENT

### CELL PHONE USAGE

Iowa and federal law prohibits interstate truck and bus drivers from using hand-held cell phones while operating their vehicles. The joint rule from the Federal Motor Carrier Safety Administration (FMCSA) and the Pipeline and Hazardous Materials Safety Administration (PHMSA) prohibits commercial drivers from using a hand-held mobile telephone while operating a commercial truck or bus. Drivers who violate the restriction will face federal civil penalties of up to \$2,750 for each offense and disqualification from operating a commercial motor vehicle for multiple offenses. Additionally, states will suspend a driver's commercial driver's license (CDL) after two or more serious traffic violations.

*Your failure to satisfactorily follow the directives set out regarding cell phone use while operating a school bus will result in disciplinary action taken up to and including termination of employment with the Benton Community School District.*

*I hereby certify that I have read and understand the above information concerning cell phone usage.*

---

Name

---

Date

**State of Iowa**  
**DEPARTMENT OF EDUCATION**  
**Bureau of School Administration and Accreditation**  
**Des Moines, IA 50319**

**BUS INSPECTIONS**

The State Department of Education, Department of Transportation carries out twice yearly checks on all buses in the state. All drivers drive their buses to the inspection point for check by Highway Patrol and State Department of Inspector. Report forms will be returned to school for Board use. The items needing repair (if any) will be completed as soon as possible and reported to the State for yearly inspection seal. Remove all old seals from windshields where vision may be obscured.

**THE SCHOOL BUS DRIVER**

1. School bus drivers must: (1) be at least eighteen years of age, unless such person has successfully completed an approved driver education course, in which case, the minimum age shall be sixteen years.
2. A school bus driver must have a current Iowa CDL license with endorsements in school bus, passenger, and air brakes.
3. No driver should be employed until the Board has been assured that the applicant has an acceptable driving record and background check.
4. Applicants for the school bus driver's permit must submit each year to the Bureau of School Administration and Accreditation Division a signed report (Form TR-F-6-497B) of a medical examination by a licensed physician and surgeon, or osteopath, indicating physical fitness as follows:
  - A. Sufficient physical capability to operate the bus effectively and to render assistance to the passengers in case of illness or injury.
  - B. Less than full and normal use of both hands, both arms, both feet or both legs may disqualify the applicant. Individual evaluations will be made for applicants and requirements may be waived upon submission of a written statement from the superintendent of schools attesting to the ability of the applicant to safely perform the duties of a school bus driver. The superintendent or a superintendent's designee shall evaluate the applicant's ability in the operation of a school bus including all safety

equipment, in providing assistance to passengers in evacuation of the school bus and in the performance of other duties required of a school bus driver.

- C. Freedom from mental, nervous, organic, or functional disease; including but not limited to epilepsy, paralysis, insanity, abnormal blood pressure, heart ailments or any disease that may cause a tendency to fainting. Blood pressure in excess of 170 (systolic) and 100 (diastolic) taken in a sitting position, or diabetes, will disqualify the applicant in the absence of a qualified physician's recommendation and satisfactory statement covering the significance of the condition.

After the application has been approved and the school bus driver's permit has been issued, if at any time the driver does not meet all of the stated requirements, the superintendent or school administrator shall not permit the person to drive a school bus until the deficiency has been corrected. The Department of Education may issue a temporary school bus driver's permit based upon an evaluation of the individual application.

- D. The applicant must have at least 20/40 vision in each eye, either normally or after correction. If the vision in one eye is near normal, visual acuity within the limits of 20/60 in the other eye will be acceptable for qualification. If corrective lenses are required to bring vision within the aforesaid limits, they must be worn by the licensee at all times when operating the bus. Tunnel or barrel vision will disqualify an applicant. The applicant must have a field of vision of at least 150 degrees. The applicant must have near-normal depth perception and no color deficiency which would interfere with safe driving.
- E. Any applicant experiencing difficulty in hearing or any applicant having a known hearing loss shall submit the results and evaluation of an annual audiometric measurement of hearing administered by a licensed audiologist or school/audiologist clinician. The applicant will be deemed disqualified to drive a school bus if the average hearing level for 500, 1000 and 2000 Hz in the better ear exceeds 40dB hearing level (ANSI, 1969). If the above requirements are met with the use of a hearing aid, the applicant is restricted to wearing and utilizing an adequately functioning hearing aid while driving a school bus.

- 5. General character and emotional stability are qualities which must be given careful consideration by the Board of Education in the selection of school bus drivers.

- A. Elements that should be considered in setting a character standard are:
  1. Reliability and dependability.
  2. Initiative, self-reliance, and leadership.
  3. Ability to get along with others.
  4. Freedom from use of undesirable language.

5. Personal habits of cleanliness.
6. Moral conduct above reproach.
7. Honesty.
8. Freedom from addiction to narcotics or habit-forming drugs.
9. Freedom from addiction to alcoholic beverages or liquors.

B. Factors to be considered in determining emotional stability are:

1. Patience
2. Consideration
3. Even temperament
4. Calmness under stress

6. Experience in driving large vehicles, such as trucks or buses is essential. When student drivers who have not had this experience are selected, the administration must see that they are given this experience in the operation of the school bus before permitting them to transport pupils.
7. A thorough knowledge of traffic laws and regulations shall be required.

### **Alcohol Testing for the Transportation Department - Board Policy #711.12**

Benton Community School District has a vital interest in the safety and well-being of our employees as well as the general public. It is well-recognized that individuals who use illicit drugs or abuse alcohol are more likely to have workplace accidents, incur greater amounts of lost time, and perform their jobs in a substandard manner.

Therefore, it is the school's intent to continue to promote a safe and secure work environment, free of illicit drug use and alcohol abuse. It is also our intent to comply with all U.S. Department of Transportation rules and regulations (49 CFR Part 40), the Drug Free Workplace Act of 1988, the Americans with Disabilities Act and the Family and Medical Leave Act.

All applicants will be notified of the school's drug and alcohol use and testing policy at the time they apply for a position with the school.

### **Prohibited Drug and Alcohol Use**

The goals of the school's policy and the testing of employees is to ensure a drug and an alcohol free work environment, and to reduce and help eliminate drug and alcohol related accidents, injuries, fatalities and property damage.

The following conduct is prohibited:

1. Employees are prohibited from using, being under the influence of, or possessing illegal drugs.

2. Employees are prohibited from using or being under the influence of legal drugs that are being used illegally.
3. Employees are prohibited from using or being under the influence of legal drugs whose use can adversely affect the ability to work safely.
4. Employees are prohibited from buying, selling, soliciting to buy or sell, transport or possess illegal drugs while on school time or property.
5. Employees are prohibited from using alcohol within six (6) hours of performing work duties.
6. Employees are prohibited from using or being under the influence of alcohol at any time while on duty, eight (8) hours post-accident, or until tested.
7. Employees are prohibited from possessing any amount of alcohol (including medications, or over-the-counter remedies containing alcohol) while on duty.
8. Testing positive for drugs and/or alcohol.
9. Refusing to be tested for drugs and/or alcohol.
10. Refusing to submit to testing as directed by the school.
11. Failing to stay in contact with the school and its medical review officer (MRO) while awaiting test results.

An employee who violates these prohibitions will be subject to disciplinary action by the school up to and including discharge, as mandated by the DOT. In addition, any driver who is convicted by the judicial system of a felony for a drug and alcohol related matter will be subject to disciplinary action up to and including discharge.

### **Pre-Testing**

Education will be provided to all employees regarding the effects of drugs and alcohol, signs and symptoms of a drug or alcohol problem, information on assistance available for abuse problems and testing requirements.

Education for supervisors will include signs and symptoms of drug and alcohol misuse, determining the need for reasonable cause testing, and testing requirements. This training will be at least one (1) hour in duration for alcohol education and at least one (1) hour for drug education.

### **Required Tests**

Pre-employment/Prior to Transfer

This test will be conducted before applicants are transferred or hired or after an offer to hire, but before actually performing safety sensitive functions.

### **Post-Accident**

Testing is conducted after accidents on employees whose performance could have contributed to the accident. A "DOT" accident is defined as: (1) an accident that involves the death of a

human, (2) when the driver receives a citation for a moving scene to receive immediate medical treatment; or at least one vehicle which requires towing from the scene of the accident.

Testing performed by a law enforcement officer may be utilized as the school's post-accident test (provided breath/alcohol testing is conducted with an EBT on the CBL and by a law enforcement officer certified on the EBT). The driver is required to contact his/her supervisor immediately with the officer's name, badge number and telephone number.

In the event a law enforcement official does not perform testing on a driver involved in a "DOT" accident, the driver must report for a urine drug screen and alcohol test. Breath alcohol testing should be performed within two hours following the accident. Reasons for not obtaining a test within two (2) hours of the accident must be documented. Breath alcohol testing must be performed within eight (8) hours following the accident. Reasons for not obtaining a test within eight (8) hours must be documented. Urine drug testing may be performed within thirty-two (32) hours following the accident. Failure to obtain a urine drug screen must have an explanation documented.

A driver who has submitted to a post-accident test will, at the school's discretion, either be assigned to a non-safety sensitive function or be placed out of service pending the results of the testing.

A driver testing positive or who refuses to submit to a post-accident drug and alcohol test will be subject to disciplinary action up to and including discharge.

### **Random Testing**

Random testing of drivers/employees is required under DOT regulations and/or school policy and these tests must be unannounced. Random selection must ensure every driver will have an equal chance of being selected each time.

A driver will be notified of his/her selection and instructed to report to the collection site immediately.

A driver who tests positive or refuses to submit to a test is medically unqualified to drive or perform a safety-sensitive function. In addition, a driver who tests positive, refuses to submit, or fails to report for the test, will be subject to disciplinary action, up to and including discharge.

### **Reasonable Cause**

A driver/employee will be required to submit to a drug and alcohol test when the school has reasonable cause to believe the driver/employee has used drugs or alcohol in violation of this policy.

Reasonable cause will exist when a driver/employee's appearance, behavior, speech, odors (of breath) or just physical symptoms indicate drug or alcohol use. Observations must be personally observed and documented by at least one school trained official. A "trained official"



is one who has undergone at least two (2) hours of education which includes behavioral, physical, speech, and performance indicators of possible drug and alcohol use.

Whenever a driver/employee is notified of reasonable cause to be tested, he/she will be expected to immediately report to the collection site. The driver/employee will be accompanied by a school representative to the collection site.

The school representative will transport the driver/employee home or attempt another means of transportation by contacting a family member or another person designated by the driver.

If the driver/employee refuses to alternate transportation, the school reserves the right to take whatever means are appropriate to protect the driver/employee and public. This may include contacting local law enforcement and imposing disciplinary actions, up to and including discharge.

The driver/employee being tested under reasonable cause will be considered unqualified to work and be placed on suspension without pay, pending the results of the test. If the test results are negative, the driver/employee will be reimbursed for the time of suspension. If the results are positive, the driver/employee will not be reimbursed for the time of suspension. In addition to penalties imposed by DOT, a driver/employee whose reasonable cause test is positive, who refuses to fail to submit to a test, will be subject to disciplinary action, up to and including discharge.

### **Return to Duty/Follow-Up Testing**

The school is not obligated to reinstate or rehire any driver/employee who violates any DOT or school prohibition or requirement concerning drugs and alcohol. Should the school decide to reinstate a driver/employee, he/she will be required to submit and pass a drug and alcohol test before returning to duty. The driver/employee must also be evaluated by a substance abuse professional and submit to follow-up testing as prescribed by the substance abuse professional.

Follow-up testing will be required for a driver/employee who is determined by a substance abuse professional to have a drug or alcohol-related problem. The driver/employee will be required to submit to at least six (6) tests during the first twelve (12) months following return to duty. All follow-up testing will unannounced and without prior notice to the driver/employee.

In addition to penalties imposed by DOT, a driver/employee whose return to duty/follow-up test is positive, refuses or fails to submit to a test will be subject to disciplinary action, up to and including discharge.

### **Testing**

Testing will be performed in accordance with DOT's procedural protocols and safeguards set forth in Part 40 of Title 49 of the Federal Code of Regulations (CFR).

## **Drug Test Procedures**

- Protocol to insure drivers/employees correct identity.
- Chain of Custody procedure ensures the specimen has not been tampered with.
- Drug testing will be performed by a laboratory certified by the National Institute for Drug Abuse (NIDA).
- Confirmation testing will be conducted after an initial chromatography/mass spectrometry.
- Positive drug screens will be reviewed by a qualified Medical Review Officer (MRO) prior to being reported to the designated school representative.
- Urine specimens will be analyzed for the following drugs: (1) cocaine, (2) opiates, (3) marijuana, (4) amphetamines, (5) PCP. The school reserves the right to expand testing in the event DOT mandates such changes.
- An employee will be permitted to give a urine specimen in privacy, unless he/she gives reason to believe the specimen may be altered or substituted.
- All drug tests will be administered using the split sample method as required by the DOT.
- At least forty-five milliliters (45 ml) of urine must be provided in a container.
- The specimen then will be divided into two bottles by the collector, thirty milliliters (30 ml) in one and fifteen milliliters (15 ml) into a second bottle. Both bottles will be sent to the laboratory.
- The primary bottle (30 ml) will be analyzed. The second bottle will be held in the laboratory pending a request from the employee for a second test in the event of a verified positive of the primary test. To exercise the option to have the second bottle sent to a different laboratory, the employee must request in writing to the schools' (MRO) within seventy-two (72) hours of being told the primary specimen was positive.
- Pending the outcome of additional analysis, the employee will continue being considered physically unqualified for safety sensitive functions.
- The employee will be given the opportunity to speak with the school's MRO to determine if there is a medical explanation for a positive test. This opportunity is given prior to the result being confirmed positive. If a medical reason does not exist, the result will be reported as a "confirmed positive".

## **Alcohol Procedures**

- Alcohol tests will be administered using a breath specimen, given by a trained breath alcohol technician (BAT) utilizing an approved evidential breath testing device (EBT).
- Employees must present personal identification and sign a consent for breath alcohol testing. Refusal to present identification or sign consents will be treated as positive tests, the employee will be subject to disciplinary action, up to and including discharge, in addition to penalties mandated by the DOT.
- In the event the employee is unable to provide an adequate amount of breath, the employee will be required to submit an examination by a licensed medical physician to determine whether a valid medical condition exists. If there is not a valid medical condition, the test result will be reported as "positive" to the school.

- Breath alcohol tests that register less than 0.02 will be reported as "negative" and no additional testing is required.
- Breath alcohol tests that register greater 0.02 will require a second confirmatory test. If the confirmatory test is less than 0.02, the result will be reported to the school as "negative".
- Breath alcohol tests that register greater than 0.02 but less than 0.04 will cause the employee to be removed from any safety sensitive function until the next regularly scheduled duty period, but not less than twenty-four (24) hours. (As mandated by the DOT). The employee may be subject to additional disciplinary action by the school, up to and including discharge.
- Breath alcohol results that register 0.04 or greater on the confirmatory test will cause the employee at a minimum to be suspended without pay until the next regularly scheduled duty period, but no less than twenty-four (24) hours, and will be subject to additional disciplinary action by the school up to and including discharge.

**Confidentiality**

- Employee test results are confidential. Test results and other confidential information may only be released to the employer and the substance abuse professional. Any other releases to the employer and the substance abuse professional is only with the employee's consent as mandated by the DOT.

## Drug and Alcohol Consent Form

I, \_\_\_\_\_, hereby authorize Benton Community School District to conduct any and all drug and/or alcohol tests on me as mandated by the U.S. Department of Transportation and the terms and conditions of the company's drug and alcohol policy.

I authorize C.J. Cooper and Associates, Inc., its physicians, nurses and technicians to take specimens of my urine, and/or blood, and/or breath for testing the illegal presence and content of controlled substances and/or alcohol in my body.

I understand and agree that my alcohol test results must be disclosed to my company, and the drug test results must be disclosed to my company's medical review officer and the company. I release C.J. Cooper and Associates, Inc., its physicians, nurses, technicians, and any other employees involved with my tests, from any and all claims or other causes of actions which may result from the disclosure of those tests.

I understand that if my alcohol levels reflect legal intoxication, I will be unable to operate a motor vehicle and another form of transportation will be provided.

\_\_\_\_\_  
Donor Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Donor Printed Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Adopted: 7/13/95  
Revised: 12/17/03

## WHAT TO DO IN CASE OF AN ACCIDENT

1. Check for injuries and render first aid.
  - a. Keep injured person lying still and warm.
  - b. Call ambulance for person to be moved.
2. If possible, move your vehicle to the side of the road to avoid obstructing traffic.
  - a. If at night on the highway, arrange to warn approaching traffic, through another
  - b. motorist, flare, etc.
3. If total damage is \$500 more, or injury occurs, notify the local police if in the city limits of a city of 1,500 population or more. If outside the city limits, notify the Highway Patrol or County Sheriff's Office.
4. While waiting for the ambulance and authorities, protect valuables that may be located inside your bus. If possible, close the door of your bus if there are valuables inside.
5. Exchange information with the other drivers. Obtain the name, address, registration number of vehicles being driven at the time of the accident. Obtain this information from the registration slip on the steering column. Display your driver's license upon request. Ask to see the other person's driver's license and record his name, etc.
  - a. If the vehicle you strike is unattended, and the owner cannot be located, leave in a conspicuous place or in the vehicle the following information: Name and address of the driver and owner, and a statement of the circumstances of the accident.
6. Advise the officer upon arrival at the scene of the information you have acquired and remain at the scene until the officer advises you that you may leave.
7. If a witness to the accident is available, obtain his name and address.
8. Contact Tim Lyons, Director of Transportation at 319-270-4287 or the Transportation Office at 228-8426.
9. **IOWA ACCIDENT REPORT FORM**: An accident in the state of Iowa causing death, personal injury or total property damage of \$500 or more must be reported within 72 hours. Failure to report within 72 hours may result in suspension of your driving privilege. You may get a form from the Transportation Office.
10. **SCHOOL BUS ACCIDENT REPORT FORM**: The driver of the bus shall cooperate with the superintendent of schools in making a report to the Bureau of School Administration and Accreditation, Department of Education. All accidents involving school transportation must be reported whether persons are injured or not regardless of damage done. You may get this form from the Transportation Office also.

**EMERGENCY NUMBERS** - HELP (Highway Emergency) Iowa State Patrol - toll-free 1-800-525-5555 - 24 hour service; Iowa State Highway Patrol - 319-296-1944, if no answer, call 319-396-4414.; Benton Co. Sheriff - Vinton 319-472-2337.  
Road Report - 515-288-1047

**Fire Departments** (First Responders or Rescue)

|                             |              |
|-----------------------------|--------------|
| Area ambulance              | 911          |
| Atkins                      | 911          |
| Blairstown                  | 911          |
| Elberon                     | 319-439-5300 |
| Keystone Fire and Ambulance | 911          |
| Newhall                     | 911          |
| Norway                      | 911-227-7701 |
| Van Horne                   | 911          |
| Vinton                      | 319-472-4777 |

**District Bus Garages**

|                           |              |
|---------------------------|--------------|
| Van Horn Motors-Newhall   | 877-222-8967 |
| M & K Automotive-Keystone | 442-3516     |
| Thys-Blairstown           | 454-6413     |
| Van Horne Bus Barn        | 228-8426     |

**School Numbers**

|                              |          |
|------------------------------|----------|
| Atkins                       | 446-7525 |
| Keystone                     | 442-3221 |
| Norway                       | 227-7142 |
| Van Horne Middle/High School | 228-8701 |
| Superintendent's Office      | 228-8701 |
| Transportation Office        | 228-8426 |

**Benton Community Radio Call numbers**

|                         |  |
|-------------------------|--|
| <b><u>Base Unit</u></b> | #1 - High School – Amy Eggert / Bonnie Sherwood          |
|                         | #2 - Transportation – Colleen Reinhardt                  |
|                         | #3 - Atkins Center – Kim Kankelfitz                      |
|                         | #4 - Keystone Center – Lyndy Roost                       |
|                         | #5 - Central Admin. Office – Karen Lough/Melisa Venneman |
|                         | #6 - Central Lutheran School – Jackie Seeck              |
|                         | #8 - Norway Elementary – Rhonda Vogel                    |

**Mobile Unit**

#40 - Tim Lyons

## **DISCIPLINE REPORTING PROCEDURE**

On January 22, 1975, the U.S. Supreme Court handed down what promises to be a landmark decision in school law concerning the suspension of a student for less than ten days, and the procedural due process rights which such a student may have. The case of Goss v. Lopez. 43 L.W. 4181.

The students dismissed in that case were said to have been denied due process contrary to the Fourteenth Amendment when they were temporarily suspended from high school without a hearing, either prior to the suspension or within a reasonable time after suspension. At no time were students informed of the reasons for their suspension nor were given an opportunity for a hearing.

As this pertains to bus driving, the law infers that a hearing must be conducted if a student is to be suspended from a bus, and this hearing must be conducted by a person within the school who has the authority for suspension, namely the transportation director, building principal, or central administration staff.

The hearing itself means nothing more than, verbally or in writing, explaining to the student why he or she is being suspended from riding the bus. The student also has the right to hear the accusation and **shall be given** an explanation of the evidence.

In order to protect ourselves from failure to provide a hearing, therefore making us liable for not following the correct disciplinary procedures, the following procedure will be used.

Parents are responsible for the behavior of their children in school buses. In case of problems, the following procedures will be utilized; however, a student can be suspended for any length of time after any offense at the discretion of the Transportation Director.

### **First Discipline Report**

The driver will send the report home (top three copies) with the student. At the same time, the bottom copy will be sent to the appropriate principal for immediate attention. The student will not be allowed to ride the bus until the white slip is signed by a parent, and the report is returned to the driver. The parent should keep the top copy, the driver the second copy and the transportation director the third copy.

### **Second Discipline**

Same procedure as above. In addition, a warning letter will be sent to the parents by the principal.

**Third Discipline** The discipline report will be routed as follows: top copy to parent, second copy driver keeps, third copy to transportation director and the bottom copy to the principal. The student must be suspended by the building principal from riding all buses for up to five days. A parent conference is required before the student can get back on the buses.

**Fourth Discipline** The discipline report will be routed as follows: top copy to parent, second copy the driver keeps, third copy to transportation director and the bottom copy to the principal. The student's privilege to ride all buses may be suspended for up to ten days.

**Fifth Discipline** Parents may be required to provide transportation for the remainder of the school year.

The above system will work, but only if the driver initiates the procedure. For those drivers who doubt that it works, talk to those who have used it, and they will tell you that it is very effective.

Start the year being your toughest on discipline. It is much easier to ease up than to get tougher as you go along. If a student deserves a discipline slip, give it. Be consistent and be fair.



## **BUS RIDER RULES**

- I. **Previous to Loading (on the road and at school)**
  - A. Be on time at the designated school bus stops-keep buses on schedule.
  - B. Stay off the road at all times when waiting for the bus. Bus riders conduct themselves in a safe manner while waiting.
  - C. Wait until the bus comes to a complete stop before attempting to enter.
  - D. Be careful in approaching bus stops.
  - E. Bus riders are not permitted to move toward the bus at the school loading zone until the bus comes to a complete stop.
  
- II. **While on the Bus**
  - A. Keep hands and head inside the bus at all times after entering and until leaving the bus.
  - B. Assist in keeping the bus safe and clean at all times.
  - C. Remember that loud talking and laughing or unnecessary confusion diverts the driver's attention and may result in a serious accident.
  - D. Treat bus equipment as you would valuable furniture in your home. Damage to seats, etc., must be paid for by the offender.
  - E. Bus riders should never tamper with the bus or any of its equipment.
  - F. Leave no books, lunches, or other articles on the bus.
  - G. Keep books, packages, coats and all other articles out of the aisles.
  - H. Help look after the safety and comfort of small children.
  - I. Do not throw anything out of the bus window.
  - J. Bus riders are expected to be courteous to fellow pupils, the bus driver, and the patrol officers or driver's assistant.
  - K. Horseplay is not permitted around or on the school bus.
  - L. Absolute quiet is needed when approaching a railroad crossing stop.
  - M. Bus riders are expected to be courteous to fellow pupils, the bus driver, and the patrol officers or driver's assistant.
  - N. In case of road emergency, children are to remain on the bus.
  - O. There will be no eating, drinking or chewing gum on regular bus routes.
  
- III. **After Leaving the Bus:**
  - A. Cross the road, when necessary, after getting off the bus (at least 10 feet in front of the bus) but only after looking to be sure that no traffic is approaching from either direction.
  - B. Look after the safety and comfort of small children.
  - C. Be alert to the danger signal from the driver.
  - D. The driver will not discharge riders at places other than the regular bus stop at home or at school.

IV. **Extra-Curricular Trips**

- A. The above rules and regulations will apply to any trip under school sponsorship.
- B. Pupils shall respect the wishes of a competent chaperone appointed by the school.

**RECOMMENDED PROCEDURE FOR EMERGENCY  
UNLOADING OF SCHOOL BUSES**

1. **Bus Driver**

- a. Apply emergency brake.
- b. Turn off ignition.
- c. Stay in bus.
- d. Supervise bus patrols
- e. Signal patrol to open rear door.
- f. Supervise exit of students.

2. **Front Bus Patrol**

**Patrol #1**

- a. Set out triangles legal distance from front and rear.
- b. Assist with unloading.
- c. Direct students to a safe place.

**Patrol #2**

- a. Start unloading.
- b. Help small children.
- c. Direct pupils to a safe place.

3. **Rear Bus Patrol**

**Front unloading:**

- a. Keep pupils moving toward front.
- b. Control panic among students.

**Rear unloading:**

- a. Open emergency door when directed by driver.
- b. If driver is injured--use good judgment as to when to exit from the rear door.
- c. Have another student help.
- d. Watch for traffic hazards.
- e. Direct pupils to a safe place.

**RECOMMENDED PROCEDURE IN CASE OF FIRE**

- 1. Driver orders unloading--front or rear or both.
- 2. Triangles to be placed.
- 3. Bus patrols assist where they can be of help to the driver.

4. Bus patrol should know how to use a fire extinguisher.
5. Pupils should be directed to a safe place away from the bus.
6. Watch for traffic hazards.

### **RECOMMENDED PROCEDURE IN CASE OF ACCIDENT**

#### 1. **Driver not injured:**

- a. Driver directs the placing of triangles.
- b. Driver orders unloading--front or rear--or both.
- c. Patrols help driver spot injured pupils.
- d. Patrols assist driver in first aid.
- e. One bus patrol and one other pupil take "telephone # card and go to the nearest house.
- f. Driver and other bus patrols stay with the bus and pupils until help arrives.

#### 2. **Driver injured:**

- a. If bus is still moving, front bus patrol moves into the driver's seat and guides bus to shoulder of road.
- b. Patrol stop engine.
- c. Patrol applies emergency brake.
- d. Front patrols supervise unloading of pupils.

### **PREPARATION FOR EMERGENCIES**

In addition to the required items such as triangles, fire extinguishers and first aid kit, each bus, whether under contract or owned by the school district, shall carry a supply of "telephone numbers".

These numbers are the names and telephone numbers of the persons who should be called in case of accident or emergency.

There shall be provided additional information which can be used by the pupil in securing aid of emergency-type wrecker, fire department, doctors, ambulances, local police department, county traffic departments, and state traffic patrols.

Local arrangements should be made to have the department first contacted use short wave police radios in obtaining help from other departments, if time can be saved in getting help to the scene of the difficulty.

### **INSTRUCTION FOR CONDUCTING EMERGENCY EXIT DRILLS**

Due to the increased number of pupils being transported in the present day traffic and the ever-increasing number of accidents on the highways, there is a need to instruct pupils to vacate a school bus in case of an emergency. In an emergency, it is possible for children to jam emergency doors, by all trying to get out of the door at the same time. In order to help avoid a situation of this type, schools should organize and conduct emergency exit drills for all students who ride school buses.

There are several different drills: 1. Everyone exits through the rear emergency door; 2. Everyone exits through the front door; 3. Front half exits through the front door and rear half exits through the rear door.

There is a possible danger in drill #1 when a child jumps from the rear emergency door exit; it is possible to sprain an ankle, break a leg, or even be ruptured.

#### **Reasons for actual emergency evacuation:**

1. Fire or danger of fire - A bus should be stopped and evacuated immediately if the engine or any portion of the bus is on fire. Passengers should move a distance of 100 feet or more from the bus and remain until the driver of the bus has determined that no danger remains. Being near an existing fire and unable to move the bus away or the presence of gasoline or other combustible material should be considered as "danger of fire" and students should be evacuated.
2. Unsafe Position - In the event that a bus is stopped due to an accident, mechanical failure, road conditions, or human failure, the driver must determine immediately whether it is safe for passengers to remain in the bus or to evacuate.
3. The Driver must evacuate if:
  - a. The final stopping point is in the path of any train or adjacent to any railroad track.
  - b. Stopping position of the bus may change and increase the danger. If for example, a bus should come to rest near a body of water or cliff where it could still move and go into the water or over the incline, it should be evacuated. The driver should be certain that the evacuation is carried out in a manner which affords a maximum safety for children.
  - c. The stopping position of the bus is such that there is a danger of collision. In normal traffic conditions, the bus should be visible for a distance of 300 ft. or more. A position over a hill or around a curve where such visibility does not exist should be considered a reason for evacuation.

## **IMPORTANT FACTORS PERTAINING TO SCHOOL BUS EVACUATION DRILLS**

1. Safety of children is of the utmost importance and must be considered first.
2. All drills should be supervised by the principal or by persons assigned by him to act in a supervisory capacity.
3. The bus driver is responsible for the safety of the pupils; however, in an emergency the driver might be incapacitated so that he would not be able to direct the pupil emergency exit. School safety patrol members, or appointed pupils, or adult monitors should direct these drills. It is important to have regular substitutes available.

### **Pupil Qualifications**

- a. Mature students
- b. Good Citizens
- c. Get on near start of A.M. route
- d. Get off near end of P.M. route

### **Pupils Should Know How To**

- a. Turn off the ignition switch.
- b. Set the emergency brake.
- c. Summon help when and where needed.
- d. Use fire ax and kick out windows.
- e. Set triangles.
- f. Open and close doors, account for all pupils passing his station.
- g. Help small children off the bus.
- h. Perform other assignments.

4. Written consent from parents should be obtained before assigning a pupil as a leader.
5. "Emergency Drills" for school buses should be organized in a manner similar to fire drills held regularly in schools. School bus drills should be held more often during fall and spring months preferably, when the bus arrives at the school building with the pupils.
6. Drills should be held on school property and not on bus routes.
7. Type of bus drills should be alternated.
8. Drivers should stay in the bus during evacuation drills. Be sure that the emergency brake is set, ignition off, and transmission is in gear.

9. Do not permit children to take lunch boxes, books, etc. with them when they leave the bus. Getting the child off safely in the shortest time possible and in an orderly fashion is the objective of a school bus evacuation drill.
10. The pupils should go a distance of at least 100 feet from the bus in an emergency drill and remain there in a group until further directions from the leader.
11. All children should be given an opportunity to participate, including those children who only ride a bus on a special trip.
12. Each pupil should be instructed in the proper safety precautions while riding the bus and in drill procedures.
13. Instruct students in how and where to get help. Instructions and telephone numbers should be posted or otherwise carried in the bus.

### **WHAT IS DEFENSIVE DRIVING?**

According to the National Safety Council, defensive driving means anticipating hazards and making allowances for the unsafe act of others. The defensive driver avoids accidents by the simple expedient of recognizing an accident producing situation before he reaches it and refusing to drive into it. He avoids trouble by the use of defensive driving tactics.

The key word in a definition of defensive driving would read something like this: To recognize an accident-producing situation far enough in advance to apply necessary preventative action. This rule alone could cut our accident rates dramatically if all drivers would follow it. But since the school bus driver is one of the select few to receive this training, he must remember that most of the other drivers he encounters in his daily rounds have never heard of defensive driving. This puts him in much the same position as a broken field runner trying to avoid the rest of the players. He must remember, however, that the old adage about a moving target is the hardest to hit--except on the highway. On this playing field it seems to be shockingly easy.

### **TECHNIQUES TO DEFENSIVE DRIVING**

Here are some of the basic techniques of defensive driving which should be stressed to driver instruction programs. Simple and obvious as they seem, most accidents are caused by failure in one or more of the following categories taken from the National Safety Council's Five Minute Safety Talks.

## **Know the Law**

Knowing the basic rules and all the local ground rules will help you drive defensively. Ignorance of the law is no excuse, but even if it were, excuses help little after the accident.

## **Following Too Closely**

It requires a certain amount of room for safe stopping. People in front do some funny things at times--stop without warning or turn without signaling. It is necessary to have ample room for stopping your vehicle, or at least, to avoid striking the one in front. On ordinary pavement, when dry, the following distance should be one vehicle length for each 10 miles per hour of speed. Thus at 30 miles per hour you should allow three vehicle lengths. This distance must be greatly extended under bad weather or street conditions. Defensive drivers always allow enough room.

## **Intersections are Dangerous**

Intersections are dangerous because of many conflicting movements concentrated there, and because it is there that pedestrian and vehicular traffic conflict or compete for the use of the intersection. There are at least eight different traffic conflicts at the average intersection.

In some cases it is very difficult to see traffic approaching on the cross street. There is always a small percentage of persons who don't know the rules, some who forget, and more who deliberately disobey them. Traffic signals can get out of order and stop signs be obscured or knocked down. Reduce speed as you approach, be sure the vehicle is under control and can be stopped quickly; look both ways, be sure it is safe, and then proceed cautiously. Do not overtake and pass another vehicle within the intersection. Obey all signs and signals.

## **Sudden Stops**

The sudden stop is usually caused by one of two things. Either you have not allowed enough following distance or you have let your attention wander from the street or road while driving, and then saw the car in front too late for a smooth stop. Sudden stops confuse the driver behind you; they often throw your vehicle into a skid; they can throw passengers inside the bus. Sudden stops are another evil the "pro" driver avoids.

## **Front End Collisions**

An accident in which you hit the vehicle in front of you is never excusable. It proves that you were either inattentive to the vehicle in front, following too closely to stop, expecting too much of your brakes, or you did not watch the situation shaping up ahead of the vehicle. All of these are musts for good defensive driving.

## **Backing**

Any way you look at it, backing is an awkward movement, and it is difficult for the one doing the backing to see and steer properly. It is difficult for the driver of the following vehicle to guess your speed or ultimate direction. The movement is dangerous for either the expert or the novice unless he makes sure the way is clear during the entire movement. This may be done by having someone direct you, getting out to look, or you may do it with mirrors; but responsibility for safety rests on you as a driver. Back slowly and cautiously. Avoid backing whenever possible.

## **Pulling into Traffic**

When you pull away from a garage, driveway, or side road, it is your responsibility to stop before entering the street or road. You must enter it with caution, look both ways, and wait for traffic approaching closely enough to constitute a hazard. Whether entering from an angle, pulling from a curb, parking space, or merely changing lanes to see that it is done safely. One thing to remember when pulling into rural highways is that it is difficult for you to enter from a full stop and accelerate to a reasonable driving speed in less than 15 seconds. In that time a car going 60 miles per hour will travel a quarter of a mile. If you obstruct his path, you must make sure the other lane is clear, or otherwise there will probably be a pile-up with you in it, and you the primary cause.

## **Passing**

Overtaking and passing is done correctly by the defensive driver who signals the driver ahead with the horn, waits for some indication that he knows he wants to pass, then passes on the left. He doesn't cut back in until sure of clearance and a most important thing--he doesn't start to pass until he is sure the way is clear. Before passing at night, dim lights, then switch to bright when ready to pass. Do not pass on curves, hills, or in zones marked "NO PASSING".

Meeting and passing is different from overtaking and passing. Stay well over to your right--do not hug the center line--at night dim your lights as you approach and keep them dimmed until you have passed the vehicle.

## **Weaving**

Defensive drivers stay in one lane as much as possible. It used to be sound advice for drivers of commercial vehicles to drive in the lane farthest to the right and always pass on the left, but on one-way streets try to position your vehicle on the side of the street from which you will be leaving and avoid other lanes. Any other method will find you on the wrong side of the street when you want to turn. Don't try to advance your position by skipping from one lane to another. You will gain little but headaches by such action. Defensive drivers don't weave.



## **Driving Unconsciously**

Habit is a wonderful thing. Good driving habits are helpful. There are many things such as shifting gears, applying brakes, feeding gas, etc. that are best done by habit. Habits are useful in helping us do routine things, but we shouldn't drive unconsciously and expect habit to take us through. The route you have traveled for so many years may have a bridge out today. The railroad with only one train a day has killed people who forget that changing to daylight savings time did not change the train's time.

## **Telltale**

Many actions of others tip off the defensive driver as to what is coming. Take vehicles parked at the curb. Many accidents occur each year, for example, when some driver pulls from the curb in front of or into the side of a passing vehicle. There are many clues to tell the observant driver that such accidents occur; a slight movement of the wheels, lights being turned on at night, smoke coming from the exhaust, all of these are telltales that indicate accident situations.

## **CARE OF VEHICLE**

The driver is responsible for knowing the condition of his vehicle and for reporting defects promptly for repairs. Quite often defects occur after you are away from the garage. You are the one responsible for getting them fixed. Major defects call for immediate repairs. Minor defects may wait until you return to the garage for repairs. If the decision is to postpone repairs until the end of the trip, then you must be sure to make allowances for these defects. Many defects discovered on the road may be avoided if, before starting, you check mirrors, tires, steering and emergency equipment.

## **USE OF SCHOOL BUSES**

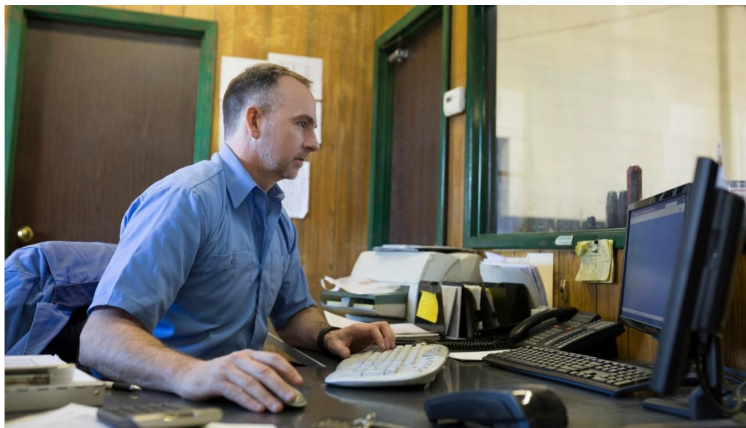
Code Provisions - Section 285.11 paragraph 7, as amended: "The use of school buses shall be restricted to transporting pupils to and from extra-curricular activities sponsored by the school when such extra-curricular activity is under the direction of a qualified member of the faculty and a part of the regular school program. School employees of districts operating buses may be transported to and from school and approved activities which they are required to attend as a result of their responsibilities. Provided, however, nothing in this paragraph shall prohibit the use of school buses in transporting a school teacher going to and from his/her school when such school is on an established school bus route and such teacher makes arrangements with the district operating such school bus."

Appendix J - District Directors



**BENTON COMMUNITY  
SCHOOL DISTRICT**

District Directors



***July 1, 2023 - June 30, 2024***

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## REGULAR BENEFITS

### A. Safety and Health

Physical examinations shall be required for all employees upon their initial appointments and prior to actual employment. Payment for examination shall be provided by the District in an amount not to exceed forty (\$40.00) dollars.

### B. Sick Leave

1. Employees covered under this agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa; in the following amounts:

1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.

0. The above amounts shall apply only to consecutive years of employment in the District. Unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

0. Sick leave shall not be granted for elective surgery or such illnesses, or leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence. A doctor's note is required for any illnesses longer than 2 days in length.

## OTHER BENEFITS

### A. Probationary Period

Per the All Employee Handbook.

### B. Leave for Family Hospitalization

Five (5) days per year of absence in the case of hospitalization, surgery, doctor/dental appointments or illness of a member of the employee's immediate family (spouse, children, parents, siblings, grandchildren, or legal dependents) will be allowed. The Five (5) days will be charged against the employee's sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.

C. Personal Leave

1. Four (4) days of personal leave will be granted without prior approval, however; all requests for personal leave must be filed with the Superintendent or designee at least one week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used in place of sick leave, or to extend vacations. Such leave will be non-accumulative.

D. Funeral Leave

In case of necessary absence of a regular full-time employee to attend or make arrangements for the funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian) such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance via the ESS System. The employee shall furnish the nature of the employee's relationship to the deceased.

E. Holidays and Vacations

1. The following paid holidays shall be recognized under this agreement/contract:

|                      |                           |
|----------------------|---------------------------|
| Memorial Day         | Good Friday               |
| July 4 <sup>th</sup> | Labor Day                 |
| Thanksgiving Day     | Friday after Thanksgiving |
| Christmas Eve        | Christmas Day             |
| New Year's Eve       | New Year's Day            |

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

- Vacation days are defined as any other day not covered in the leave of absence definition or paid holidays.
- If you are not working, *you should be inputting some type of leave to cover absences.*
- Leave will be approved by the Superintendent.
- Four weeks paid vacation annually.
- No vacation will be taken five (5) days prior to the start of school and also not to be taken the last five (5) days of the fiscal year.
- Special circumstances will be considered and addressed upon request for vacation time.

**F.** Salary and Benefits

- 260 Day Paid Contract:
- Salary based on negotiated 12-month contract
- IRS 125 negotiated individually and monthly premium paid by the District
- Life Insurance per contract.

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