

Shenandoah Community School District Board of Directors  
August 10, 2020 – 5:00 p.m.

Board Tour of Construction with CA Nelson at the High School

Administration Board Room  
6:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Van Der Vliet
  - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Public Forum
6. Consent Agenda
  - a. Minutes
  - b. Treasurer's Report
    - i. Account Balances
    - ii. Unspent Authorized Budget Report
    - iii. Accounts Payable
  - c. Personnel Requests

Contracts:		
Brandie Woodyard	Associate	\$12.19/hr probationary
Jeremy Waymire	Associate	\$12.19/hr probationary
Kaylee Greene	Associate	\$12.19/hr probationary
Kristin Moore	Remote Learning Coordinator	BA/Step 1 - \$37,595
*Kristine Price	Elementary Art Teacher	BA/Step 5 - \$42,715
Lucinda Van Fosson	Associate	\$12.19/hr probationary
Blu Raven Rogers	PT Associate	\$12.19/hr probationary
Rebecca Efta	Associate	\$12.19/hr probationary
*pending proper licensure		
Resignations:		
Jenifer Smalley	Food Service	
Katie Branson	Associate	
Megan Rainey	Associate	
  - d. Fundraising Requests:
    - i. Jon Weinrich – Clothing sales and camps for all sports and clubs – proceeds to be used for supplies, travel, lodging, camps, registrations, etc.
7. Action Items
  - a. Approve Agreement to add 2 Pixellot Cameras to HS Gym and Football Field (Booster Club funded)
  - b. Approve Support Staff Handbook
  - c. Approve Teacher Handbook
  - d. Approve Lease Agreement with the Shenandoah Elks Club
  - e. Approve Lease Agreement with Earl May
  - f. Approve First Reading of Title IX Policy 106
  - g. Approve K-12 Title IX Procedure Manual and Forms

8. Discussion Items (possible action)
  - a. Use of Face Coverings and Masks in District Buildings
  - b. Support for Page County Public Health Statement on Face Masks
9. Informational Items
  - a. Next Regular Meeting – September 14, 2020 at 5:00 p.m.
10. Adjourn

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – July 13, 2020**  
**Via Zoom**

The board meeting was held via Zoom due to the COVID 19 pandemic and the guidelines of social distancing.

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes.

**Agenda Amendment:**

There were duplications on the agenda so action items k, l and m were removed as they were covered as part of action items h, i and j.

**Mission Statement:**

The SCSD Mission Statement was read by Director Langley.

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

President Fichter read the rules for speaking during the open forum. Preethi Reddi spoke to board on behalf of an organized group that is requesting that the school district address the issue of improving inclusivity and diversity within the district. Ms. Reddi read a list of demands and stated that a petition has been signed by over 400 people. Delaney Kinghorn also spoke to this topic.

**Administrative Reports:**

**Profession Learning Area of Focus (Blended Learning and Culture, Climate & Equity):**

Dr. Nelson and Mrs. Spiegel went over the Professional Learning Plan to be used for PD the upcoming school year. The plan includes training to help staff develop curriculum, instruct and assess student learning using blended learning strategies. The second focus is on culture, climate and equity. This component has a goal of increasing the capacity of staff to effectively lead and teach in diverse learning environments.

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts and the payment of bills. Personnel Requests: Contracts: Keegan Nelson, Asst. Speech Coach – \$2,256; Kerra Ratliff, MS Softball Coach - \$2,632 pending requirement are met; Kiley Ryan, Wrestling Cheer Coach - \$1,880; Madison Beeck, Asst. HS Girls Basketball Coach - \$3,572 pending requirements are met. Resignations: Ashley Pease, Bus Diver; Kimberly Rausch, Food Service; Raymond Moreland, Transportation Dispatcher. Fundraising Request: Bundled Back to School Supplies with proceeds to be used for items designated out the elementary principal fund. Motion to approve by Director Langley, second by Director Bouray. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

**Action Items:**

***Approve Final Reading of the 700 and 800 Sections of Board Policy:***

Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

***Approve Student/Parent Handbook:***

Director Langley voiced a concern with the human growth and development portion without knowing the curriculum. Motion to approve by Director Van Der Vliet, second by Director Bouray. Ayes – Bouray, Hiser, Van Der Vliet, Fichter; Nays – Langley. Motion carried 4-1.

**Approve PK Handbook:**

Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Approve Milk Bid with DFA (low bid);**

Motion to approve by Director Langley, second by Director Bouray. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

**Approve Bread Bid with Bimbo Bakeries:**

This was the only bid submitted and no local vendors responded. Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Approve Purchase of a Chariot Stand-on Vacuum Sweeper:**

Director Langley moved to accept the lowest bid with HD Home Institutional for \$9,110, seconded by Director Bouray. Motion carried unanimously.

**Approve Proposal with SWIFT for Internet Access and Approve Purchase of Access Points and Switches:**

SWIFT will provide 300 meg of internet access at predetermined locations for school provided hot spots. The district would purchase the hardware for a cost of \$15,222. Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Approve Quote with SHI for Chromebook Tablets for \$56,975.60 and Chromebook Bags with RTI for \$6,840.00:**

Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Approve Fire Sprinkler Repair Quote and Service Agreement with Johnson Controls:**

Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Approve Wellness Services Agreement with Shenandoah Medical Center:**

Motion to approve by Director Bouray, second by Director Langley. Motion carried 4-0 with Director Van Der Vliet abstaining.

**Informational Items:**

Next Regular Meeting – August 10, 2020 at 5:00 pm.

**Adjournment:**

Motion by Director Langley, second by Director Bouray to adjourn the meeting at 5:56 pm. Motion carried unanimously.

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Board Secretary

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Board President



**Shenandoah Community School District**  
**Minutes of the Special Meeting of the Board of Directors – July 27, 2020**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet (via phone). Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes.

**Consent Agenda:**

Personnel Requests: Contracts: Courtney Rainey, Transportation Dispatcher – \$14.72/hr; Rebecca Sturm, JK Teacher – BA+30/Step 8 - \$48,785. Resignations: Rochelle Davidson, Elementary Art Teacher.

Discussion was held regarding early retirement protocol. Motion to approve by Director Langley, second by Director Bouray. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

**Action Items:**

***Approve ALICE Training Contract Extension with Navigate360:***

Motion to approve by Director Bouray, second by Director Langley. Motion carried unanimously.

***Approve Staffing Plan to include up to 1 FTE Remote Learning Support Coordinator, 2 FTE Associates for Instructional Support, 2 FTE Afterschool Supervision and 1 FTE Custodial Position:***

The positions would be created to fill needs due to the COVID 19 pandemic. All position could be full time or a combination of part-time positions. Motion to approve by Director Langley, second by Director Bouray. Motion carried unanimously.

**Informational Items:**

Next Regular Meeting – August 10, 2020 at 5:00 pm.

**Adjournment:**

Motion by Director Bouray, second by Director Langley to adjourn the meeting at 5:18 pm. Motion carried unanimously.

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Board Secretary

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Board President

SHENANDOAH ACCOUNT BALANCES						
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<b>General Fund (10)</b>						
Beg Balance Checking (FNBC)	\$1,243,866.25					
Beg Balance Savings (FNBC)	\$2,724,672.11					
Revenues	\$56,745.67					
Expenditures	-\$885,669.31					
End Balance Checking (FNBC)	\$466,578.18					
End Balance Savings (FNBC)	\$2,988,864.65					
<b>Total General Fund</b>	<b>\$3,455,442.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Management Fund (22)</b>						
Beg Balance Checking (FNBC)	\$52,351.80					
Beg Balance Savings (FNBC)	\$1,107,944.62					
Revenues Checking	\$9,453.44					
Expenditures Checking	-\$23,859.37					
End Balance Checking (FNBC)	\$28,509.35					
End Balance Savings (FNBC)	\$1,117,381.14					
<b>Total Management Fund</b>	<b>\$1,145,890.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SAVE Fund (33)</b>						
Beg Balance Checking (FNBC)	\$645,393.77					
Beg Balance Savings (FNBC)	\$4,381,301.61					
Revenues Checking	\$92,558.67					
Expenditures Checking	-\$1,590,492.43					
End Balance Checking (FNBC)	\$124,991.61					
End Balance Savings (FNBC)	\$3,403,770.01					
<b>Total SAVE Fund</b>	<b>\$3,528,761.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PPEL Fund (36)</b>						
Beg Balance Checking (FNBC)	\$252,708.95					
Beg Balance Savings (FNBC)	\$400,663.93					
Revenues Checking	\$4,071.99					
Expenditures Checking	-\$71,462.68					
Expenditures Accts Pay						
End Balance Checking (FNBC)	\$181,353.93					
End Balance Savings (FNBC)	\$404,628.26					
<b>Total PPEL Fund</b>	<b>\$585,982.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Debt Service Fund (40)</b>						
Beg Balance Checking (FNBC)	\$0.00					
Beg Balance Savings (FNBC)	\$3.70					
Beg Balance Fiscal Agent (FNBC)	\$96,186.66					
Revenues Checking	\$70,035.47					
Expenditures Checking						
Transfer						
End Balance Checking (FNBC)	\$0.00					
End Balance Savings (FNBC)	\$3.70					
End Balance Fiscal Agent (FNBC)	\$166,222.13					
<b>Total Debt Service Fund</b>	<b>\$166,225.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Checking Acct 1</b>	<b>\$801,433.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Savings Acct 1</b>	<b>\$7,914,647.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Savings Acct 15</b>	<b>\$166,222.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total Acct 1</b>	<b>\$8,882,302.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>





**SHENANDOAH COMMUNITY SCHOOL DISTRICT  
EXPENDITURES TO CERTIFIED BUDGET COMPARISON  
JULY 1, 2019 - JUNE 30, 2020**

	FUNCTION	GENERAL	MGMNT	TRUST	PEEL	EMG LEVY/ DISASTER RELIEF	PERL	ACTIVITY
JUNE								
INSTRUCTION	1XXX	\$8,155,030.05	\$213,917.92	\$4,925.00				\$197,316.57
SUPPORT SERVICES	2XXX	\$3,824,610.60	\$260,283.26		\$308,952.65			
NON-INSTRUCTIONAL	3XXX							
FACILITIES ACQ & CONST	4XXX				\$90,934.57			
DEBT	5XXX							
AEA FLOW THROUGH	6100	\$469,237.00						
TRANSFERS								
	<b>6900</b>	<b>\$653.22</b>						
TOTAL		\$12,449,530.87	\$474,201.18	\$4,925.00	\$399,887.22	\$0.00	\$0.00	\$197,316.57
PUBLISHED BUDGET		\$13,869,122.00	\$432,000.00	\$0.00	\$845,000.00	\$0.00	\$0.00	\$250,000.00
% USED		89.76%	109.77%	0.00%	47.32%	0.00%	0.00%	78.93%
		\$13,668,222.00						
INSTRUCTION	1XXX				\$1,520.88			89.58%
SUPPORT SERVICES	2XXX	\$225,646.01		\$300.00		\$8,572,710.42	\$9,570,000.00	89.58%
NON-INSTRUCTION	3XXX			\$687,463.97		\$4,619,792.52	\$5,200,000.00	88.84%
FACILITIES ACQ & CONST	4XXX	\$3,905,945.85				\$687,463.97	\$750,000.00	91.66%
DEBT	5XXX	\$78,227.00	\$927,661.62			\$3,996,880.42	\$4,562,778.00	87.60%
AEA FLOW THROUGH	6100					\$1,005,888.62	\$430,000.00	233.93%
TRANSFERS	62XX	\$925,935.67	\$144,150.18	\$43,951.95		\$469,237.00	\$507,222.00	92.51%
TOTAL		\$5,135,754.53	\$1,071,811.80	\$731,715.92	\$1,520.88	\$20,466,010.75	\$21,020,000.00	97.36%
PUBLISHED BUDGET		\$4,862,778.00	\$430,000.00	\$751,100.00	\$0.00			
% USED		105.61%	249.26%	97.42%	0.00%			97.36%
		\$2,865,000.00					\$20,466,663.97	\$20,466,010.75

SHELANDOAH COMMUNITY SCHOOL  
 CALCULATION OF MISCELLANEOUS INCOME  
 2019-2020

	STATE AID/ SRCPV/R (CNI) Source Codes	TLC/FOUR YEAR-OLD STATE AID/TSS/ INTERVENTION/PPD/ TRANSPORTATION Source Code	SPED DEFICIT STATE AID Source Code	AEA FLOWTHROUGH Source Code	PROPERTY TAX Source Codes	INSTRUCTIONAL SUPPORT THROUGH SURTAXES Source Codes	EXCISE TAXES UTILITY REPL. Source Codes	MISCELLANEOUS REVENUE **	TOTAL REVENUE (Includes Flowthrough)	FY '19 Actuals
JUL	3801, 3803, 3111	3204, 3216, 3376	3113	3214	1110-1119	1134	1170-1179	\$177,320.76	\$56,424.76	\$53,106.44
AUG				\$39,104.00	\$78,576.06			\$18,242.94	\$135,923.00	\$80,425.92
SEP	\$523,628.00	\$144,855.00		\$39,104.00	\$518,824.88		\$233.13	\$49,527.25	\$1,276,172.26	\$1,352,737.62
OCT	\$523,628.00	\$144,855.00		\$39,104.00	\$1,270,009.60		\$42,026.00	\$39,016.85	\$2,058,639.45	\$1,905,569.52
NOV	\$551,500.40	\$144,855.00		\$39,104.00	\$175,920.13		\$1,008.39	\$22,574.40	\$934,962.32	\$1,002,941.75
DEC	\$566,913.40	\$144,855.00		\$39,104.00	\$78,293.03		\$501.70	\$20,646.75	\$1,002,951.38	\$1,093,473.96
JAN	\$530,221.34	\$144,855.00		\$39,104.00	\$87,793.33			\$184,738.09	\$986,711.76	\$916,428.68
FEB	\$519,375.00	\$144,855.00		\$39,104.00	\$29,115.76	\$55,661.50		\$213,682.77	\$1,001,794.03	\$1,015,015.39
MAR	\$519,375.00	\$144,855.00		\$39,104.00	\$150,341.10			\$117,630.23	\$971,305.33	\$995,001.12
APR	\$537,529.42	\$144,855.00		\$39,104.00	\$1,015,519.85		\$1,792.29	\$557.61	\$1,738,242.95	\$1,757,476.65
MAY	\$530,891.66	\$144,855.00		\$39,104.00	\$253,633.14		\$41,272.46	\$230,529.20	\$1,240,285.46	\$1,011,126.21
JUN	\$519,379.00	\$144,845.00	\$1,640.00	\$39,093.00	\$92,266.44			\$371,812.11	\$1,169,035.55	\$1,438,183.18
TOTAL	\$5,322,441.22	\$1,448,540.00	\$1,640.00	\$469,237.00	\$3,750,293.32	\$208,299.00	\$86,833.97	\$1,285,163.74	\$12,572,448.25	\$12,621,486.44



**SHENANDOAH COMMUNITY SCHOOL  
UNSPENT AUTHORIZED BUDGET CALCULATION**

2019-2020

	REGULAR PROGRAM DISTRICT COST	\$7,228,816.00				
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$138,542.00				
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$140,441.00				
+	SPECIAL ED DISTRICT COST	\$941,184.00				
+	TEACHER SALARY SUMPLEMENT DISTRICT COST	\$662,009.00				
+	PROF DEV SUPPLEMENT DISTRICT COST	\$71,623.00				
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$84,109.00				
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$353,567.00				
+	AEA SPECIAL ED SUPPORT	\$358,589.00				
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$1,831.00				
+	AEA MEDIA SERVICES	\$59,481.00				
+	AEA EDUCATIONAL SERVICES	\$65,755.00				
+	AEA SHARING DISTRICT COST	\$0.00				
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$37,007.00				
+	AEA PROF DEV SUPPL DISTRICT COST	\$3,959.00				
+	DROPOUT ALLOWABLE GROWTH	\$261,868.00				
+	SBRC ALLOWABLE GROWTH OTHER #1	\$165,800.00	Increased Enrollment/ Open Enrolled out not in 2018			
+	SBRC ALLOWABLE GROWTH OTHER #2	\$57,828.00	LEP			
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$203,855.18	(Determined when I did the SES at time of GAR - September, 2019)			
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00				
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00				
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00				
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00				
+	ENROLLMENT AUDIT ADJUSTMENT	\$0.00				
-	AEA PRORATA REDUCTION	\$57,385.00				
=	MAXIMUM DISTRICT COST	\$10,778,879.18				
+	PRESCHOOL FOUNDATION AID	\$247,680.00				
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$543,564.00				
+	ED IMPROVEMENT AUTHORITY	\$0.00				
+	OTHER MISCELLANEOUS INCOME	\$1,285,163.74	\$ 1,404,271.00	Estimate on Budget Worksheet		This is a fluctuati
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,370,221.00				
=	MAXIMUM AUTHORIZED BUDGET	\$16,225,507.92				
-	EXPENDITURES	\$12,452,435.46				
=	UNSPENT AUTHORIZED BUDGET	\$3,773,072.46		76.75%		
	<b>EXPENDITURES</b>	<b>FY 20</b>			<b>FY '19Actuals</b>	
	JULY	\$199,722.68			\$217,436.62	
	AUGUST	\$387,449.45			\$345,176.12	
	SEPTEMBER	\$1,011,518.98			\$966,872.04	
	OCTOBER	\$1,008,710.60			\$982,143.04	
	NOVEMBER	\$1,020,147.22			\$1,009,487.13	
	DECEMBER	\$995,838.21			\$1,033,579.63	
	JANUARY	\$1,011,435.69			\$1,079,253.56	
	FEBRUARY	\$1,050,548.51			\$1,187,232.13	
	MARCH	\$1,280,733.46			\$1,043,757.67	
	APRIL	\$951,086.89			\$1,026,639.96	
	MAY	\$995,956.79			\$1,088,470.10	
	JUNE	\$2,539,286.98			\$2,630,312.20	
	<b>TOTAL</b>	<b>\$12,452,435.46</b>			<b>\$12,610,360.20</b>	

**MONTHLY BOARD VENDOR BILLS**  
**AUGUST 2020 ACCOUNTS PAYABLE**

User ID:

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 20	Fund Number 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY	4,150.24	SFSP MILK
HY-VEE	248.00	SFSP FOOD
MARTIN BROS DIST	13,932.94	SFSP SUPPLIES
Fund Number 61	18,331.18	
Checking Account ID 20	18,331.18	
Checking Account ID 3	Fund Number 21	ACTIVITY FUND
ANNA PETERSON	90.00	GENERAL ATHLETIC WORKERS
ASPI SOLUTIONS, INC	750.00	Varsity Bound Iowa Plan 20/21
CASEY CONOVER	125.00	GENERAL ATHLETICS OFFICIAL
HOWARD SPORTING GOODS	60.00	SUPPLIES/GENERAL ATHLETICS
HUDL	3,999.00	Hudl assist for 20/21-FB/BB/VB/WRE
IOWA ASSOCIATION OF TRACK COACHES	50.00	IATC 20/21 membership
IOWA FCCLA	112.00	State leadership /supplies
IOWA GIRLS HS ATHLETIC UNION	750.00	SUPPLIES/GENERAL ATHLETICS
JIM DOYLE	250.00	GENERAL ATHLETICS OFFICIAL
JOHN NAHNSEN	125.00	GENERAL ATHLETICS OFFICIAL
JOSHUA PERKINS	125.00	GENERAL ATHLETICS OFFICIAL
KLARISSA MCELROY	100.00	GENERAL ATHLETICS OFFICIAL
KRIEGLER OFFICE	43.13	SUPPLIES/GENERAL ATHLETICS
LEWIS CLEANERS	21.00	SUPPLIES/NHS
MIKE PETERSON	90.00	GENERAL ATHLETIC WORKERS
NORTHWEST AEA	28.90	SUPPLIES/GENERAL ATHLETICS
RAY WOOD	135.00	GENERAL ATHLETICS OFFICIAL
ROBERT BURRIS	125.00	GENERAL ATHLETICS OFFICIAL
SHANE WIEGEL	125.00	GENERAL ATHLETICS OFFICIAL
SHAWN WILLIAMS	125.00	GENERAL ATHLETICS OFFICIAL
SHENANDOAH CSD	180.00	GENERAL ATHLETIC WORKERS
TOM STANNARD	135.00	GENERAL ATHLETICS OFFICIAL
Fund Number 21	7,544.03	
Checking Account ID 3	Fund Number 81	TRUST FUNDS NON EXPENDABLE
KELSI CARLSON/IWCC	500.00	INGRIM SCHOLARHIP TUITION
LAUREN HAYNIE/GRAND VIEW UNIVERSITY	750.00	INGRIM SCHOLARHIP TUITION
LEVI DETRICK/SWCC	250.00	SCHOLARSHIPS/I&C WILSON/ROLSCREEN
NICHOLE GILBERT/ISU	250.00	BOB FOLDEN SCHOLARSHIP
TY LANTZ/UNIVERSITY OF NEBRASKA - LINCOLN	575.00	SCHOLARSHIPS/SONDAG ROSCOE
Fund Number 81	2,325.00	
Checking Account ID 3	9,869.03	
Checking Account ID 30	Fund Number 10	GENERAL FUND
ACADEMIC THERAPY PUBLICATIONS	21.00	HANDLING
ACTION ED	600.00	HS GENERAL ED SUPPLIES
AHLERS & COONEY PC	928.50	LAWYER/NEGOTIATIONS
AMPLIFIED IT	750.00	TECHNOLOGY SERVICE SUPPORT SERVICE
BAUER BUILT TIRE AND SERVICE	1,443.20	TRANSPORTATION TIRES & TUBES
BROWN'S REPAIR & AUTO PARTS, INC.	3,363.14	VEHICLE REPAIR SERVICES
CABINETS BY STAC	88.08	MAINTENANCE BUILDING SUPPLIES
CAPITAL SANITARY SUPPLY	4,185.42	MAINTENANCE CLEANING SUPPLIES
CARSON-DELLOSA PUBLISHING	36.45	ESL SUPPLIES
CDW GOVERNMENT	18,022.24	Cisco Meraki Enterprise Cloud Controller
CENEX FLEET FUELING	1,051.46	DRIVERS EDUCATION GASOLINE
CENTER FOR THE COLLABORATIVE	324.00	SUPPLIES
CENTURYLINK	601.95	HS PRINCIPAL TELEPHONE
CHAT MOBILITY	56.04	BUSINESS MANAGER TELEPHONE
CITY OF SHENANDOAH	7,338.04	WATER-SEWER
CLARINDA CSD	40,303.28	TUITION OE TO LEA WITHIN IA LEVEL I



**MONTHLY BOARD VENDOR BILLS**  
**AUGUST 2020 ACCOUNTS PAYABLE**

User ID:

Vendor Name	Invoice Amount	Invoice Detail Description
CLAY'S PUMP AND EQUIPMENT	311.40	MAINTENANCE BUILDING REPAIR SERVICES
COLLEGE BOARD, THE	3,570.00	HS GENERAL ED SUPPLIES
COLLEGE COMMUNITY SCHOOL DISTRICT	580.00	L1/TUITION TO OTHER LEA/IND COST
CRAIG HOLMES	1,311.11	PARENT TRANSPORTATION REIMBURSEMENT
CULLIGAN WATER	162.00	SALT
CURRICULUM ASSOCIATES	133.50	Shipping
DEMCO	911.25	MS LIBRARY SUPPLIES
DICK BLICK	1,198.20	HS ART SUPPLIES
DLT SOLUTIONS	1,286.91	TECHNOLOGY COORDINATOR RELATED SOFTWARE
DOUG MEYER CHEVROLET	35.20	MAINTENANCE VEHICLE REPAIR SERVICES
ELEVATE ROOFING	487.33	MAINTENANCE BUILDING REPAIR SERVICES
ESSEX CSD	33,966.73	TUITION OE TO LEA WITHIN IA LEVEL III
FACILITIES MANAGEMENT EXPRESS, LLC	300.00	CUSTODIAL DUES
FELD FIRE	721.00	OTHER PURCHASED PROPERTY SERVICES K8
FLINN SCIENTIFIC	22.58	HS GENERAL ED SUPPLIES
GENERAL FIRE & SAFETY	191.70	OTHER PURCHASED PROPERTY SERVICES
GORDON GREEN	50.00	BUS DRIVER PHYSICALS
GREAT WESTERN BANK	30.00	BOARD DUES
HD PRO INSTITUTIONAL	6,485.33	CARES GENERAL SUPPLIES
HEATHER COSHOW	892.30	PARENT TRANSPORTATION REIMBURSEMENT
HOUGHTON MIFFLIN	4,628.80	MS PD GENERAL SUPPLIES
IMPERIUM DATA NETWORKS	10,491.67	SHIPPING
IOWA WESTERN COMMUNITY COLLEGE	40,242.00	TUITION-COMMUNITY COLLEGES
JB PARTS & SUPPLY	249.72	MAINTENANCE SUPPLIES
JOHN GOWING PLUMBING AND HEATING	152.43	MAINTENANCE BUILDING REPAIR SERVICES
JOHNSON CONTROLS	168.00	MAINTENANCE BUILDING REPAIR SERVICES
KIDWELL INC.	62.50	TECH REPAIR & MAINTENANCE SUPPLIES
KRIEGLER OFFICE	43.13	HS PRINCIPAL SUPPLIES
LAKESHORE LEARNING	345.34	Shipping
LAWN WORLD	495.00	MAINTENANCE LAWN CARE-CONTRACTED
MARCY TAYLOR	1,311.10	PARENT TRANSPORTATION REIMBURSEMENT
MIDAMERICAN ENERGY	18,329.09	UTILITIES-ELECTRICITY
MIKE KIRSCH	892.30	PARENT TRANSPORTATION REIMBURSEMENT
MILLER BUILDING	549.68	MAINTENANCE SUPPLIES
MINNESOTA CLAY USA	584.62	MS ART SUPPLIES
MITEL NET SOLUTIONS	550.23	ELEM PRINCIPAL TELEPHONE
MOLLY HAWKINS' HOUSE	305.57	SHIPPING
PAGE COUNTY LANDFILL ASSOCIATION	10.00	MAINTENANCE GARBAGE COLLECTION
PETERSEN AUTO	1,051.80	VEHICLE REPAIR SERVICES
PIEKEN, KATHLEEN	542.00	STUDENT TRANSPORTATION-PARENT
PLANK ROAD PUBLISHING	119.45	ELEM VOCAL MUSIC SUPPLIES
QUILL CORPORATION	223.25	CARES GENERAL SUPPLIES
REALITYWORKS	172.00	CARL PERKINS SUPPLIES
REALLY GREAT READING	1,105.20	Shipping
RICKS COMPUTER	180.00	TECH REPAIR & MAINTENANCE SUPPLIES
ROBERT MCCONKEY PAINTING	315.00	MAINTENANCE RENTAL OF EQUIPMENT
ROGERS PEST CONTROL LLC	230.00	MAINTENANCE PEST CONTROL CONTRACTED
SCHOLASTIC INC	867.14	MS GENERAL ED SUPPLIES
SCHOOL DATEBOOKS	1,144.27	MS GENERAL ED SUPPLIES
SCHOOL SPECIALTY SUPPLY	30.69	SHIPPING
SCREENCASTIFY	750.00	TECHNOLOGY COORDINATOR RELATED SOFTWARE
SHENANDOAH ROTARY	197.00	MENTOR DUES & FEES
SHENANDOAH SANITATION	662.50	MAINTENANCE GARBAGE COLLECTION
SHERIDAN DECORATING	318.22	MAINTENANCE SUPPLIES
SHI	5,500.00	Chrome Education Upgrade - License - aca
SIDNEY CSD	15,731.87	TUITION OE TO LEA WITHIN IA LEVEL II

**MONTHLY BOARD VENDOR BILLS**  
**AUGUST 2020 ACCOUNTS PAYABLE**

User ID:

Vendor Name	Invoice Amount	Invoice Detail	Description
SIGNS & SHINES	440.00	440.00	GROUNDS GENERAL SUPPLIES
SIOUX CENTRAL CSD	8,401.42	8,401.42	TUITION TO LEA WITHIN IA NOT OE LEVEL II
SITSPOTS	48.06	48.06	ELEM VOCAL MUSIC SUPPLIES
SUCCESS BY DESIGN	277.50	277.50	SHIPPING
SYMMETRY ENERGY SOLUTIONS	260.19	260.19	UTILITIES-GAS
TCI	1,209.00	1,209.00	ELEM GENERAL ED TEXTBOOKS
TEACHER DIRECT	109.74	109.74	EARLY READERS INSTRUCTIONAL SUPPLIES
TEACHER INNOVATIONS, INC.	300.00	300.00	Planbook subscription
THINK SAFE	410.80	410.80	SHIPPING
TRUCK CENTER COMPANIES	47.17	47.17	TRANSPORTATION REPAIR PARTS
VALLEY PUBLICATIONS	62.68	62.68	BOARD NEWSPAPER ADVERTISING
WALLIN PLUMBING & HEATING	1,040.58	1,040.58	MAINTENANCE BUILDING SUPPLIES
WELLMARK BLUE CROSS BLUESHEILD	121,343.60	121,343.60	OTHER BENEFITS-FLEX SPENDING/DIRECT DEP
WEST MUSIC	177.16	177.16	ELEM VOCAL MUSIC SUPPLIES
ZIMCO SUPPLY	346.00	346.00	GROUNDS GENERAL SUPPLIES
Fund Number 10	374,784.81		
Checking Account ID 30	Fund Number 22		MANAGEMENT FUND
DOUG MEYER CHEVROLET	1,000.67	1,000.67	VEHICLE INSURANCE
IOWA WORKFORCE DEVELOPMENT	6.08	6.08	UNEMPLOYMENT COMPENSATION
SU INSURANCE COMPANY	27,439.25	27,439.25	BUILDING INSURANCE
WELLMARK BLUE CROSS BLUESHEILD	5,321.32	5,321.32	EARLY RETIREES MEDICAL INSURANCE
WILSON INSURANCE AGENCY	202,080.50	202,080.50	VEHICLE INSURANCE
Fund Number 22	235,847.82		
Checking Account ID 30	Fund Number 33		SAVE (SECURE AN ADVANCED VISION FOR ED.
ANDERSON PAINTING AND TREE SERVICE	1,890.00	1,890.00	SERIES 2019 CONSTRUCTION
ANDY CAMPBELL	484.12	484.12	SERIES 2019 CONSTRUCTION
BIG SKY ENTERPRISES, LLC	191,531.04	191,531.04	SERIES 2019 CONSTRUCTION
CAMBLIN MECHANICAL	804.02	804.02	ADMIN BLDG BOILER REPAIR
CARL A. NELSON & CO	123,526.70	123,526.70	REV BONDS ARCHITECTURE & ENGINEERING
CONTROL MANAGEMENT, INC.	94,275.15	94,275.15	CONSTRUCTION SERVICES
DLR GROUP	19,818.73	19,818.73	REV BONDS ARCHITECTURE & ENGINEERING
ELEVATE ROOFING	1,345.78	1,345.78	SERIES 2019 CONSTRUCTION
GENESIS CONTRACTING GROUP	486,688.80	486,688.80	SERIES 2019 CONSTRUCTION
HD PRO INSTITUTIONAL	9,110.00	9,110.00	CHARIOT STAND-ON VACUUM
IMEG	7,600.00	7,600.00	SERIES 2019 CONSTRUCTION
JOHN GOWING PLUMBING AND HEATING INC.	574.03	574.03	SERIES 2019 CONSTRUCTION
PREMIER FURNITURE & EQUIPMENT, LLC	163,884.42	163,884.42	FURNITURE & FIXTURES
RASMUSSEN MECHANICAL SERVICES	347,121.45	347,121.45	CONSTRUCTION SERVICES
SHERIDAN DECORATING	12,996.00	12,996.00	FURNITURE & FIXTURES
TERRACON CONSULTANTS, INC.	2,861.25	2,861.25	SERIES 2019 CONSTRUCTION
TRI-CITY ELECTRIC COMPANY	81,864.80	81,864.80	SERIES 2019 CONSTRUCTION
UMB BANK, N.A.	500.00	500.00	ISSUANCE COSTS AND AMORTIZATION OF BONDS
Fund Number 33	1,546,876.29		
Checking Account ID 30	Fund Number 36		PHYSICAL PLANT & EQUIPMENT
ASSOCIATED COMPUTER SYSTEMS LTC	2,050.50	2,050.50	TECH RELATED SOFTWARE
BLUPOINTE DRS	750.00	750.00	TECH RELATED SOFTWARE
BRIDGES TRANSITIONS CO	675.00	675.00	SYSTEM OPERATIONS SOFTWARE
CDW GOVERNMENT	7,053.02	7,053.02	C2G RapidRun Plenum-rated Multi-Format R
CHROMEBOOKPARTS.COM	19.99	19.99	Acer 15 CB3-532 Chromebook Hinge Set
COUNSEL OFFICE & DOCUMENT	404.07	404.07	ADMIN COPIER LEASE
CULLIGAN WATER	243.47	243.47	RENTAL OF EQUIPMENT & VEHICLES
DELL MARKETING	2,190.76	2,190.76	TECH RELATED SUPPLIES
GREAT AMERICAN FINANCIAL SERVICES	1,064.38	1,064.38	ELEMENTARY COPIER LEASE
INTRADO INTERACTIVE SERVICES CORP	1,998.00	1,998.00	TECH RELATED SOFTWARE
Fund Number 36	16,449.19		

Shenandoah CSD  
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**MONTHLY BOARD VENDOR BILLS**  
AUGUST 2020 ACCOUNTS PAYABLE

User ID:

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 30	2,173,958.11	



**"One-Time Fee" Pixellot Use Agreement (Install Included)**

School: Shenandoah High School  
Address: 1000 Mustang Dr.  
City, State, Zip: Shenandoah Iowa 51601  
County:

Effective Date: \_\_\_\_\_

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of Shenandoah High School ("School") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) ("One-Time Fee"), PlayOn will provide School with access to TWO (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Cat6 ethernet cables to connect workstation to camera head and provide camera power <sup>(1)</sup>
- d. Pixellot automated production software for all supported sports; new sports are added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

YES [ <input type="checkbox"/> ]	NO [ <input checked="" type="checkbox"/> ]
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- i. **Installation of the Pixellot Systems will be provided by PlayOn**  
(1) See *Installation of Pixellot Systems* in Terms and Conditions for additional information

**Pricing for the Agreement†:**

Description	Price
One-time Fee	\$2,500
Extra Accessories (if applicable)	-
<b>TOTAL DUE</b>	<b>\$2,500</b>

**PlayOn provides the following additional software and services:**

- a. A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com)
- b. PlayOn proprietary software (*NFHS Network Console*) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

**Broadcast Rights and Event Content:**

**Regular Season Event Broadcasts.**

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.



**Television Broadcasts.** School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

**Postseason Event Broadcasts.** School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

**Practices.** School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

**Content Ownership, License, Syndication and Approvals.** School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School-produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

**Consumer Subscription Platform.** All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

**School-sold Sponsorships.** School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

**Network Advertising.** PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines (the "Guidelines")*, a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

**Third Party Relationships.** Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

**Data Privacy.** School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," "student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of





Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

#### Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in **Exhibit C** of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.





- 7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
- 8. **Revenue Sharing (Year 1-3).** Revenue sharing to School for online passes does not begin until Year 4 of Agreement (see one-time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, School will not receive any revenue share for content produced under this Agreement.
- 9. **Revenue Sharing (Year 4 and future years).** Starting in Year 4 of the Agreement, School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 4, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

- 10. **Revenue Sharing Acceleration.** School has the option to pay a one-time fee of \$1,500 at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay \$1,500 to accelerate revenue sharing:

YES

NO

- 11. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
- 12. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
- 13. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
- 14. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.  
  
If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.
- 15. **Marketing.** School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
- 16. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- 17. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no



obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

18. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
19. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
20. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
21. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
22. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
23. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
24. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
25. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
26. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
27. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]





**SCHOOL BROADCAST PROGRAM**

\*\*\*Complete the information below and fax entire document to 404.920.3199\*\*\*

Signed:

Date: \_\_\_\_\_

*Mark Rothberg*

Mark Rothberg  
Vice President, School Broadcast Program  
PlayOn! Sports

**Accepted by School:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

School: \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Bookkeeper:** \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**IT/Network Contact:** \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Shipping Address for Pixellot Systems:  School Address OR  Different Address (write below)

Shenandoah High School  
1000 Mustang Dr.  
Shenandoah Iowa 51601

Subscription Revenue Check Made Out to: \_\_\_\_\_



**PIXELLOT VENUE INFORMATION**

Does your school have a lift that the NFHS Network installer can use for installation?

YES

NO

Please fill out the information below for ALL venues where a Pixellot System will be installed.

	Type of venue <i>(select from drop-down)</i>	Name of venue <i>(e.g. Aux Gym, Soccer Field)</i>	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym	Main Basketball Gym	Indoor	Select...	Select...
2	Field	Stadium	Outdoor	Select...	Select...

**INSTALLER INFORMATION**

Who will be performing your installation? Please provide their contact information below.

Installer Name: NFHS Network

Installer Phone: NFHS Network

Installer Email: NFHS Network

[Agreement Continues on Next Page]



TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: Main Basketball Gym

	Varsity	JV	Soph	Fresh	Middle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: Stadium

	Varsity	JV	Soph	Fresh	Middle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: \_\_\_\_\_

	Varsity	JV	Soph	Fresh	Middle

VENUE: \_\_\_\_\_

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: YES



**EXHIBIT A**

**NETWORK CONFIGURATION REQUIREMENTS**

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP+UDP	Remote Management	https, agent
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 2088	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 1402 1403	TCP	Sportzcast (Score data integration tool)	

**Network Configuration to Watch Video**

Open all TCP traffic on ports 80 and 443 for **nfhsnetwork.com** and all subdomains.

Open all TCP traffic on ports 80 and 443 for **w.sharethis.com**.

**Additional Note:**

You may need to disable any content filters or filtering applications for the VPU's IP address.



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.





EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

<p><b>Hardware</b></p>	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> <li>• Camera Head</li> <li>• Computer</li> <li>• Scoring Device (either Sportzcast or OCR Camera)</li> <li>• P2P System (if necessary)</li> <li>• Standard installation/ mounting accessories</li> </ul> <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
<p><b>Conduit</b></p>	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> <li>▪ Gym ceiling infrastructure</li> <li>▪ Above drop ceilings</li> <li>▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.)</li> </ul> <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
<p><b>Lifts</b></p>	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
<p><b>Cabling</b></p>	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
<p><b>Miscellaneous</b></p>	<p><b>NFHS Network will NOT perform the following:</b></p> <ul style="list-style-type: none"> <li>• Roof penetrations</li> <li>• Run cable through plenum spaces</li> <li>• Install a backboard for the Computer cabinet</li> <li>• Install power outlets</li> <li>• Install internet jacks</li> <li>• Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)</li> </ul>

I agree that I have read and understand the information outlined above: \_\_\_\_\_

# Support Staff Employee Handbook

Shenandoah Community Schools does not illegally discriminate on the basis of race, color, national origin, gender, gender identity, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, Aaron Burdorf, Shenandoah CSD 601 Dr. Creighton Cir., Shenandoah, IA. 51601, 712-246-2520, [burdorfa@shencsd.com](mailto:burdorfa@shencsd.com)

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## **Mission Statement**

The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.

## **Vision Statement**

It is the vision of the Shenandoah Schools, in partnership with the community that we provide:

- Students the tools to become responsible, successful citizens and lifelong learners in an ever-changing world.
- A safe and caring environment that ensures the dignity of all.
- Opportunities that stretch student and staff capabilities.
- School staff that are focused and visionary, collaborative and empowered to make knowledgeable decisions.

## **Theory of Action**

If...

- We build a positive school climate, a culture of pride and accountability within the system;
- We build strong student, parent, and community relationships and focus on effective communication with all stakeholders;
- We further develop the capacity of our staff to perform at high levels;
- We hire and recruit committed, dedicated, reliable and accountable professionals to support our system; and
- We design, support and implement programs that will advance our students to compete in a global economy;
- We routinely evaluate programs and commit to making necessary improvements or eliminating ineffective practices; and
- We create and implement a multiyear facility plan that is supported by a sustainable finance plan

Then...

We will accomplish our goal of becoming the Southwest Iowa academic school of choice.

## **Board Goals and Indicators of Success**

Excellence in Every Endeavor

With a goal of excellence, we are committed to:

- Increasing academic achievement
- Increasing STEM (Science Technology Engineering, Mathematics) Literacy
- Expanding and furthering Career Technical Education and vocational programs
- Developing a comprehensive K-12 activities program
- Maximizing sharing programs for students and operational expenses

### **Attendance Expectations**

The District expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire duty day, unless they have the prior approval of their supervisor. Employees who exhibit chronic tardiness, or those who fail to call their supervisor or designated representative prior to being tardy, may be subject to progressive discipline up to and including termination of employment.

Employees who will be away from their normal place of work during normal duty hours are expected to report their absences in AESOP. Except in cases of emergency, absences should be requested and approved in advance.

Employees who are absent from work without contact and approval by their supervisor will be considered to have abandoned their position. In such cases, the employee will be notified in writing of this fact and given a timeframe within which they must contact their building principal or direct supervisor. In cases where contact does not occur within the defined time frame, the Board will take action to terminate the employee for voluntary resignation.

### **Confidentiality**

School employees frequently have access to confidential information. It is expected that school employees maintain confidentiality about information learned in the school environment and refrain from discussing matters related to students (student conduct, discipline, or performance) or their families with uninvolved staff and others outside of the work environment.

### **Drug and Alcohol Testing Program**

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

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

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

### **Electronic Google Forms for District Procedures**

Please use the online form of this document to access the hyperlinks. Links can also be found on our website <http://www.shencsd.com/vnews/display.v/SEC/District%7CStaff%20Resources>.

#### **AESOP**

Need to be absent for any reason and or need a substitute? Please use AESOP to submit leave requests for approval. You can also find this on the staff page of the district website.

#### **Maintenance Form**

Something not working or needs repair? Please use this link to make a

maintenance request. You can also find this on the staff page of the district website.

**Master Calendar Form**

If you need to schedule an event or student activity of any kind please use this link. You can also find this on the staff page of the district website.

**Fundraiser Form**

Planning a fundraiser for your activity or club? Please use this link to make a request permission for a fundraiser. You can also find this on the staff page of the district website.

**Out of State Travel Form**

Planning a field trip or activity out of state? Please use this link to request permission to take students out of State for a field trip or activity. You can also find this on the staff page of the district website.

**Technology Form**

If you need any type of technology assistance or purchase, please use this link to make a technology request. You can also find this on the staff page of the district website.

**Transportation Form**

Please use this link to request permission to use a district vehicle or arrange for a bus for a field trip.

**Emergency Dismissals**

Support staff employees will not be paid for scheduled work time missed due to emergency dismissals such as late starts and early dismissals related to weather. When school is dismissed for the entire work day or shift, the employee that are not required to report to work will not be paid. The employee may be required to extend the work year when students are required to make up the day at the end of the school year.

Support staff employees will not be paid early dismissal time that is prescheduled on the school work calendar that is designated for professional development.

**Employee Evaluation**

All employees will be evaluated by their supervisor on an annual basis. Employees will meet to discuss their evaluation with their supervisor and will be provided a written copy. Employees must sign a copy of their evaluation acknowledging receipt of the document. The signature does not necessarily constitute that the employee agrees with the content.

**Employee Safety**

**Health and Safety Provisions**

The District strives to make reasonable provisions for the health and safety of its employees during the hours of employment. It is important that employees extend their complete cooperation to the District in maintaining District policies, rules and regulations as to health and safety. This includes but is not limited to using proper safety equipment, participating in required trainings, maintaining a clean work environment, properly storing equipment and chemicals, using equipment for its designated purpose and promptly reporting any unsafe conditions to their immediate supervisor.

**Use of Reasonable Force**

An employee may, within the scope of his/her employment and pursuant to School District policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect School District property, or other school employees or students. This statement does not condone any action that is in any respect unlawful or in violation of school policy. All action taken by an employee pursuant to this section shall be promptly reported by the employee to his/her immediate supervisor.

**Emergency Situations and Evacuations**

Employees are trained to use the A.L.I.C.E. emergency protocol and are expected to know and understand district procedures for evacuations. Staff member have also been trained in CPR so that they can assist in providing life

saving measures for students and other staff members as necessary.

In the event that a building of the Shenandoah Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member whose assignment is in that building, shall be required by the Board of Education or the administration of the Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated. However, employees may be required to review the areas to which they are assigned for suspicious objects.

### Assaults

Whenever an employee has suffered an assault while acting within the scope of his/her employment, the employee shall notify his/her immediate supervisor immediately. The District will provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities

If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the District's insurance policy definition and loss, are torn or destroyed, provided an investigation by the District indicated there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the District for any loss shall be made only if such loss is not covered by the employee's personal insurance. This provision shall apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement shall be submitted in writing to the superintendent, shall describe the incident, shall state the amount of reimbursement sought and verification thereof, and shall be subject to approval by the District.

### **Harassment Prohibited**

Harassment and bullying of students, employees, officers, board directors and volunteers are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students, employees, officers, board directors and volunteers 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, employees, officers, board directors or volunteers or by other students, employees, officers, board directors, or volunteers or by others such as parents, vendors, and persons doing business with the school district, will not be tolerated in the school or school district.

For the purpose of this policy, the term "volunteer" includes, but is not limited to, a person performing a service for the benefit of and at the request of the school district.

The board prohibits harassment, bullying, or hazing of students, employees, officers, board directors and volunteers based on any of the following actual or perceived traits or characteristics: age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

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

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, 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 up to, and including, termination. If, after an investigation, a school officer or board director is found to be in violation of this policy, the officer or director shall be subject to appropriate measures which may include public reprimand or removal from office, in accordance with applicable board policies and procedures and the law. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student, employee, officer, board director or volunteer which is based on any actual or perceived trait or characteristic of the individual and which creates an objectively hostile school or work environment that meets one or more of the following conditions:

Places the student, employee, officer, board director or volunteers in reasonable fear of harm to their person or property;

- Has a substantially detrimental effect on the student's, employee's, officer's, board director's or volunteer's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance or an employee's, officer's, board director's or volunteer's work performance; or
- Has the effect of substantially interfering with the student's, employee's, officer's, board director's or volunteer'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, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of demeaning nature that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the victim that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a victim's performance or creation of an intimidating, offensive, or hostile learning or work environment.

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

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

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

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

To the extent provided in Iowa Code Section 280.28, any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report.

Retaliation, reprisal, or false accusation 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. A school officer or board director found to have retaliated in violation of this policy shall be subject to measures up to, and including, public reprimand and removal from office, in accordance with applicable board policies and procedures and the law. 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. Other persons found to have retaliated in violation of this policy shall be subject to appropriate measures as determined by the school district.

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 alleging bullying or harassment at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level.

It also is the responsibility of the superintendent, in conjunction with principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, employees, school officers, board directors and volunteers. The training will include how to recognize harassment and what to do in case someone is bullied or 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. The superintendent shall report to the board on the progress of reducing bullying and harassment.

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

And a copy shall be made available to any person at the central administrative office at 304 West Nishna, Shenandoah, IA 51601

Legal References:           20 U.S.C. §§ 1221-1234i (2004).  
                                   29 U.S.C. § 794 (1994).  
                                   42 U.S.C. §§ 2000d-2000d-7 (2004).  
                                   42 U.S.C. §§ 12001 *et. seq.* (2004).

Senate File 61, 1<sup>st</sup> Regular Session, 82<sup>nd</sup> General Assembly, (2007).  
Iowa Code §§ 216.9; 280.3 (2009).  
281 I.A.C. 12.3(6).  
Morse v. Frederick, 127 S Ct. 2618 (2007)

103. E1 ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser or bully: \_\_\_\_\_

Date and place of incident or incidents:  
\_\_\_\_\_

Nature of Discrimination or Harassment Alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of harassment or bullying, i.e., letters, photos, etc. (attach evidence if possible):  
\_\_\_\_\_  
\_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



104.1E2 ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony, interview: \_\_\_\_\_

Description of incident witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DISPOSITION OF ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Grade and building of student or employee: \_\_\_\_\_

Name and position or grade of alleged perpetrator /respondent: \_\_\_\_\_

Date of initial complaint: \_\_\_\_\_

Nature of discrimination or harassment alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic Background
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Summary of investigation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 104.1R1 ANTI-HARASSMENT/BULLYING INVESTIGATION PROCEDURES

Individuals who feel that they have been harassed should:

Communicate to the bully/harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual wants assistance communicating with the bully/harasser, the individual should ask a teacher, counselor, principal, or superintendent to help.

If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, the individual should:

1. Tell a teacher, counselor, principal or superintendent; and
2. Write down exactly what happened, keep a copy and give another copy to the teacher, principal or superintendent including:
  - what, when and where it happened;
  - who was involved;
  - exactly what was said or what the harasser did;
  - witnesses to the harassment;
  - what the complainant said or did, either at the time or later;
  - how the complainant felt; and
  - how the bully/harasser responded.

### COMPLAINT PROCEDURE

An individual who believes that the individual has been harassed or bullied will notify the building principal or designee for all complaints at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level. The alternate investigator is the Equity Coordinator, Assistant Principal or designee. The investigator may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. However, completion of a complaint on the Harassment/Bullying Complaint form is not mandatory for purposes of investigating a complaint. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

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

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## INVESTIGATION PROCEDURE

### Level One

The building principal (or designee), for harassment or bullying occurring at the school building level, and the superintendent (or designee), for harassment or bullying occurring at the district administration or board level, will assign an investigator. The investigator will be designated by the building principal or superintendent and can be a supervisor, a building or district administrator, or a designated level 1 investigator for Chapter 102 complaints. The complainant should be informed of these choices and given the opportunity for input into the choice of investigator assigned to the complaint. Once assigned, the investigator will reasonably and promptly commence the investigation. The investigator will interview the complainant and the alleged harasser/bully. The alleged harasser/bully may file a written statement in response to the complaint. The investigator may also interview witnesses and consider other evidence as deemed appropriate. Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of harassment or bullying and report the findings and conclusions to the principal (or designee), superintendent (or designee) or board president (or designee), depending upon whether the alleged harassment or bullying occurred at the school building or district administration or board level. The investigator will provide a copy of the written findings and conclusions of the investigation to the principal (or designee), superintendent (or designee) or board president (or designee), as appropriate.

Following receipt of the investigator's report, the principal, superintendent, or board president designee, as appropriate, may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline or other remedial action.

Prior to the determination of the appropriate discipline or other remedial action, the principal, superintendent, or designee, as appropriate, may, at his/her discretion, interview the complainant and the alleged harasser/bully.

The principal, superintendent, or designee, as appropriate, will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser/bully and the investigator will receive notice as to the conclusion of the investigation. The principal, superintendent, or designee, as appropriate will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

### Level Two

If the complaint is not resolved at level one to the satisfaction of the complainant or the alleged harasser/bully, the grievant(s) may appeal the findings to the superintendent or appropriate designee. The filing of the level two complaint must be within fifteen (15) working days from the date of the conclusion of the level one investigation and must be made in writing using the anti-harassment/bullying complaint form stating the nature of the grievance. The grievant may request a meeting concerning the complaint with the superintendent or designee. A parent or guardian may accompany a minor student. The superintendent or designee shall investigate the complaint and attempt to resolve it. A written report from the superintendent or designee regarding action taken will be sent to the involved parties within fifteen (15) working days after receipt of the level two complaint.

### POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is treated as confidential, to the extent possible. Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process. Individuals who retaliate will be subject to discipline as appropriate.
- The totality of the circumstances will be considered in determining whether conduct

- 
- constitutes harassment or bullying in violation of this policy.
  - Students, employees, officers, board directors, and volunteers are expected to fully and fairly cooperate in any investigation.

## CONFLICTS

If the designated investigator is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate investigator shall investigate the complaint. If the building principal, superintendent, or designee involved in the investigation procedure and resolution of the complaint is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate administrator shall serve as a substitute.

This procedure in no way denies the right of a person to file a formal complaint with the Iowa Civil Rights Commission, the Federal Office of Civil Rights for the U.S. Department of Education, the Federal Equal Employment Opportunity Commission, and/or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging bullying, harassment, or discrimination.

## Holidays

Board designated paid holidays will be days off without loss of pay for all full time and part time support staff employees, if the day falls within the employee's regular work schedule. If a holiday occurs during times that school is not in session and the employee is not normally scheduled to work, they will not be paid i.e. if the last day of school is scheduled before Memorial Day and the employee is not scheduled to work past the end of the school year, the employee would not be paid for the holiday.

All support staff employees receive holiday pay. Board designated paid holidays for all employees:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

Board designated paid holidays for 11/12-month support staff employees:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving Day	Independence
Day Christmas Day	New Year's Day

## Hours of Work

Employees will be notified of their normal work hours by their immediate supervisor. Employees may be asked to extend or reduce their hours for a specified day or time period at the employer's discretion to meet the immediate needs of the district. Employees will be given five (5) days' notice of any permanent change in their normal hours of work.

Principals and department supervisors are responsible for scheduling the hours and work assignments for employees. A reasonable effort will be made to schedule an employee's hours of work in a single block of time. However, the assigned hours may vary according to the needs of the employer. It is within the right of the employer to schedule employees, substitutes, and temporary workers to meet the needs of the district.

## Duty Free Meal Break

Employees who work a single block of time of six hours or more will have an unpaid duty-free meal

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break of not less than thirty minutes to be arranged with the employee's supervisor. Employees who are assigned a duty during their meal break will be paid for the duty time.

### **Injury on the Job**

The district strives to maintain a safe and accident free work environment. Employees are expected to use good judgment, follow safety guidelines and procedures, and avoid taking hazardous actions such as but not limited to not using equipment that they have not been trained on, standing on chairs, or inappropriately attempting to lift objects.

It is the responsibility of the employee injured on the job to inform their supervisor and the business office of all injuries (minor and more serious) within **twenty-four** hours of the occurrence. An accident report needs to be completed by calling **EMC onCall Nurse at 1-844-322-4668 and notifying the business office**. The employee will need to work with the business office to file any Worker's Compensation claims that need to be filed.

### **Insurance**

Employees who are regularly scheduled to work 30 hours or more per week shall be eligible annually to participate in the group health insurance plan. Such regular employees who also wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Eligible employees who work less than 12 months per year shall receive a prorated contribution to the cost of insurance based upon the portion of a full work year that the employee is employed.

The board currently contributes the monthly premium amount equivalent to a PPO 1000 plan, or a comparable mutually agreed upon plan, toward the cost of insurance coverage for each fulltime, twelve-month employee. The employee may apply the payment to single or family coverage.

An employee who is on an unpaid leave, other than FMLA leave, shall be required to pay the premium to maintain coverage if the leave is more than thirty days long.

### **Leave Requests**

All leave requests must be scheduled using the districts electronic leave request system (AESOP) prior to taking leave. If the leave is the result of an emergency, the employee must directly notify their supervisor of the need to be absent within 1 hour of the employee's scheduled work time or as soon as it is logistically possible to do so. Employees who are absent from work without making appropriate contact and obtaining approval by their supervisor will be considered to have abandoned their position and may be subject to employee discipline up to and including termination.

### Bereavement Leave

Up to five (5) days per occurrence, not cumulative, for death of a member of the immediate family. The immediate family includes child, stepchild or other custodial dependent, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-/law, daughter-in-law, grandchild or grandparent of the employee.

A maximum of two days of bereavement leave will be granted for the death of a close friend or other relative not listed above.

### Family Medical Leave Act

Eligible employees of the district are entitled to unpaid family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993.

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Employees must have been continuously employed by the district for a period of 12 months in order to be eligible to use family and medical leave benefits under FMLA. An employee who is absent for three consecutive days for personal illness or for the care of a family member are required to complete FMLA forms. These are available in the Business Office.

#### Illness in the Immediate Family

Employees shall be granted leave of absence at full pay for an illness in the immediate family (spouse, children, mother, father, brother, sister, grandparent, or others of close familial relationship who, with approval of the Superintendent, because of a more unusual family or household arrangement, present a problem of immediate dependence prior to and at the time of said illness) not to exceed a total of five (5) days per year. If needed, one of these days may be used for a circumstance, in the immediate family, that cannot be accomplished outside of the working day. Such days are non-cumulative. An employee may request an additional unpaid leave of absence for up to one year, such request subject to the approval of the Board.

#### Jury Duty

The Board will allow classified employees to be excused for jury duty unless extraordinary circumstances exist. The Superintendent has the discretion to determine when extraordinary circumstances exist.

Jury duty leave may be paid or unpaid. If jury duty is paid leave, the employee must pay the school district the money he/she received for being on the jury.

When the employee is dismissed from jury duty, the employee shall report to their supervisor. The employee shall be required to perform the employee's duties remaining to be completed that day.

#### Military Service

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

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

#### Personal Leave

At the beginning of the school year, each non-certified employee shall be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion. A day is defined to be the employee's normal working day. For example, if you normally work 4 hours per day, one personal day of 4 hours is intended.

An employee planning to use a leave day shall notify his/her supervisor three (3) days in advance except in cases of emergency.

No personal leave day will be allowed the work day immediately preceding or immediately following any holiday, paid vacation, school recess, during the first or last weeks of the school year, or non-contract days such as teacher's workshops, in-services or parent-teacher conferences, except in cases of emergency. Should an emergency arise during the above days, permission is to be obtained from the employee's immediate supervisor.

Only one employee per job classification may be absent for a personal leave day at a time and will be granted on a first come-first serve basis. Exceptions may be made at the supervisor's discretion.

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Consideration will be given to the nature of the request, availability of a suitable substitute, and the impact on the overall work and learning environment. The decision is final and not subject to further grievance.

One personal leave day can be carried over to the next school year. Personal leave days shall not accumulate to more than 3 days in one year.

Each employee shall be reimbursed for a maximum of two (2) personal days not used during a school year. This reimbursement will be \$50 per day. A written request must be received in the Business Office on or before June 1<sup>st</sup> of the current school year. This reimbursement will be added to the employee's June check with appropriate taxes withheld.

#### Political Leave

The Board may provide a leave of absence to classified employees to run for elective public office. The Superintendent shall grant a classified employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The employee will be allowed one period of leave to run for the elective public office, and the leave may commence any time within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the Superintendent at least thirty days prior to the starting date of the requested leave. The Board may deny the request for leave if the leave of absence would cause a substantial disruption in the work place or it is deemed in the best of interest of the district to do so.

#### Professional Leave

Professional leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignments. This request should be made using AESOP and the supporting documentation provided to the employee's direct supervisor.

It shall be within the direct supervisor to grant professional leave. The leave may be denied on the day before or after a vacation or holiday, on special days when services are needed, when it would cause undue interruption of the education program and school district operation, or for other reasons deemed relevant by the supervisor.

#### Sick Leave (for personal use only)

Employees may access sick leave for their personal illness. Sick leave may not be used for family members or for any other reason. Evidence may be required to confirm the employee's illness, the need of illness leave, the ability to return to work and the capability to perform the duties required. Abuse of sick leave will result in employee discipline up to and including termination of employment.

Sick leave applies as follows:

1 <sup>st</sup> year	10 days
2 <sup>nd</sup> year	11 days
3 <sup>rd</sup> year	12 days
4 <sup>th</sup> year	13 days
5 <sup>th</sup> year	14 days
Subsequent years	15 days

Unused sick leave is cumulative to 120 days.



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An employee injured or disabled on the job may be eligible to receive a weekly benefit under the Iowa Workers' Compensation Law. If an employee receives Workers' Compensation benefits, the employee's accumulated sick leave will be reduced proportionate to the amount the Worker's Compensation benefits are to the employee's regular salary. At such time, the employee may also elect to have the Workers' Compensation benefits supplemented from the District by using either sick leave, vacation leave, and/or earned compensatory time. If supplemental payments are elected, leave time will be reduced by one full day for each day of absence. When all leave time is exhausted, supplemental payments will cease.

An employee shall be paid \$20 for each unused sick day upon resigning or retiring from the district, provided the employee has been under contract with the district for a minimum of 10 consecutive years and the employee is resigning or retiring in good standing. This payment, not to exceed 100 days, shall be made in July of the next fiscal year. This item would become effective with the 2006-2007 school year and will not be retroactive.

#### Unpaid Leave

Unpaid leave, not to exceed 5 per school year, may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for employees must be submitted on AESOP and authorized by the Superintendent/ or designee. Whenever possible, employees shall make a written request (email is acceptable) for unpaid leave ten days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the Superintendent.

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

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

While on unpaid leaves, the employee's interest in the retirement funds, accumulative sick leave, seniority, and salary shall be frozen.

#### Vacation Leave

Full-time, 11/12-month support staff employees will earn vacation days as follows:

- During consecutive years 1 through 8: 10 days of vacation
- After 8 consecutive years: 15 days of vacation

All vacations are subject to approval of the Superintendent through the appropriate administrator or supervisor. All employees shall have the equal opportunity to take earned vacation days throughout the entire year. Vacation time is non-cumulative. When a vacation includes a paid holiday, the paid holiday will be paid and not counted as vacation. The work year is defined as the 12 months from July 1 of one year through June 30 of the following year.

#### **Licensure**

Employees who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

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### **Out of District Employment**

The district recognizes some classified employees may have other employment out of the district. The general work schedule for the district is published well in advance and work hours are normally constant. It is important employees with more than one employer become familiar with the work schedule and communicate concerns well in advance. Employees work schedules, duties and responsibilities will not be altered by the district to accommodate out of district employment. The employee may be requested to discontinue outside employment if it conflicts with the employee's ability to meet the needs of their assigned job duties.

### **Overtime**

Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is required to work in excess of 40 hours in any established work week, shall be compensated for the hours in excess of 40 at the rate of one and one-half (1-1/2) times the regular rate of pay for the service performed.

Employees are required to have their immediate supervisor's approval prior to working hours that will result in overtime pay.

### **Pay Differential**

Custodians working a night shift beginning at or after 2:00 p.m. will receive a \$1.00 per hour pay differential.

Level II and Level III Teacher Associates will receive \$.15 per hour pay differential.

Associates with Para Certification or a minimum of an Associate Degree in an education related field will receive a \$.15 per hour pay differential.

### **Pay Schedule**

Hours worked will be paid on the 20th of the month following the month in which the work was performed unless the pay date falls on or during a school holiday, vacation, or weekend. In such instance, the Business Office will attempt to distribute payment on the last previous working day. Direct deposit is the district preferred method of payment. Employees will need to notify the Business Office if a paper check is necessary at the point of hire.

### **Probationary Status**

New employees will be subject to a 60-day probationary period. An employee may be terminated for any reason during this probationary period.

### **Physical Exams**

Good health is important to job performance. Employees whose physical or mental health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations, if requested by the administration, shall rest with the Board of Education.

Bus drivers shall present evidence of good health prior to employment and every other year in the form of a physical examination report unless otherwise required by law or medical opinion.

If bus drivers go to the Shenandoah Medical Center Clinic for their required physical, the district will pay the Shenandoah Medical Center Clinic directly. If bus drivers go somewhere other than the Shenandoah Medical Center Clinic for their required physical, bus drivers covered by school insurance must turn the

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cost of the physical into insurance. After the payment process by the insurance company, the district will pay up to a maximum of \$50.00 on the balance of the physical directly to the doctor or medical clinic or, in some cases, to the employee. A bus driver that is not covered by school insurance will be reimbursed a maximum of \$50.00 toward the physical.

Influenza vaccinations are available each fall for all employees at no cost to the employee.

### **Professional Attire**

Employees are respectfully asked to dress appropriately and professionally. It is understood various work assignments in the system require employees to dress in different attire. Please consult with your direct supervisor if you have questions as to what is considered appropriate. Friday is considered jeans/spirit day. Teachers participating in jeans/spirit day will pay \$1 per Friday for the jean fund. Staff choosing to wear jeans on Friday, must also wear **Shenandoah gear**. The last Friday of the month is a free “jeans” day.

### **Reduction in Force**

The Board of Education retains the sole and exclusive right to determine the number of staff members to employ. If the Board determines that there shall be a reduction in the number of staff members, the Board will act upon the recommendation of the superintendent and administrative team to make such decisions. Consideration will be given to but not limited to an employee’s past evaluations, attendance, experience, qualifications, training, licensing and other identified factor deemed appropriate to the given situation.

### **Resignation**

Support staff employees who wish to resign during the school work year will give the board notice of their intent to resign and final date of employment and cancel their employment within 10 work days prior to their last working day. A signed notice of the intent to resign will be in writing (email is acceptable) to the superintendent.

### **Reporting for Duty on Emergency Dismissals**

Supervisors may require some support staff employees to report for duty on days and remain at work when school is dismissed in order to meet the immediate needs of the district such as snow removal, assistance with displaced students, and other related situations. In most situations this type of action is not necessary and is only enacted when prudent; yet, all employees should be prepared to assist as needed and have alternate plans made for personal needs such as child and dependent adult care.

### **Required Training**

Employees will be paid to attend required or mandatory training at their hourly rate of pay.

### **Safety Procedures- Special Education Safety Plans**

#### Fire Evacuation-Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use stairs or unable to be quickly and safely moved from the building:

The teacher/teacher associate will assist the disabled student to an “area of safe refuge” behind fire doors. One staff member will be identified to stay with each physically disabled student.

The building principal will notify the fire department of the location of the “areas of safe refuge” where physically disabled students may be found. One staff member will be responsible to notify the fire department.

#### Hearing Impaired Students

The following procedure will be used for the evacuation of hearing-impaired students:

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Although the building alarm system is equipped with light strobes – the teacher/teacher associate of a hearing-impaired student will make eye contact with the student and communicate the nature of the emergency. An assigned staff member will assist the hearing-impaired student to exit the building using the proper exit route.

#### Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to exit the building using the proper exit route.

#### Tornado Precautions - Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use stairs or unable to be quickly and safely moved to designated areas of safety:

The teacher/teacher associate will assist the disabled student to an “area of safe refuge.” Identified staff member(s) will assist each student to the appropriate tornado shelter area.

#### Tornado Precautions - Hearing Impaired Students

The following procedure will be used for moving hearing-impaired students to tornado shelter areas:

The teacher of a hearing-impaired student will make eye contact with the student and communicate the nature of the emergency. The teacher/teacher associate will assist the hearing-impaired student to the appropriate tornado shelter area.

#### Tornado Precautions - Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students to tornado shelter areas:

The teacher/teacher associate will assist the visually impaired student to the appropriate tornado shelter area.

#### Gas Leak Evacuation – Physically Handicapped Students

The following procedure will be used for the evacuation of physically handicapped students who are unable to use the stairs or unable to be quickly and safely moved to designated area of safety:

The teacher/teacher associate will assist the physically disabled students to an “area of safe refuge” away from the building. The teacher/teacher associate will stay with each physically disabled student.

The building principal will notify the fire department of the location of the “areas of safe refuge” where physically disabled students may be found. The local fire department will be notified. The local police department will be notified.

#### Gas Leak Evacuation – Hearing Impaired Students

The following procedure will be used for the evacuation of hearing-impaired students:

The teacher/teacher associate of a hearing-impaired student will make eye contact with the student and communicate the nature of the emergency. The teacher/teacher associate will assist the hearing-impaired student to exit the building using the proper exit route. The local fire department will be notified. The local police department will be notified.

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### Gas Leak Evacuation – Visually Impaired Students

The following procedure will be used for the evacuation of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to exit the building using the proper exit route. The local fire department will be notified. The local police department will be notified.

### Intruder Alert – Physically Handicapped Students

The following procedure will be used for the movement of physically handicapped students who are unable to quickly and safely move to designated area of safety within the classroom:

Physically disabled students will be moved to an “area of safe refuge” within the classroom. One staff member will be identified to stay with each physically disabled student.

### Intruder Alert – Hearing Impaired Students

The following procedure will be used for the movement of hearing-impaired students:

The teacher/teacher associate of a hearing-impaired student will make eye contact with the student and communicate the nature of the emergency. One staff member will assist the hearing-impaired student to an “area of safe refuge” within the classroom.

### Intruder Alert – Visually Impaired Students

The following procedure will be used for the movement of visually impaired students:

The teacher/teacher associate will assist the visually impaired student to an “area of safe refuge” within the classroom.

### **Staff/Student Relationships**

All employees are responsible for conducting themselves in an appropriate manner and holding high ethical standards when interacting with students. All relationships must be professional in nature and must not suggest any form of romantic relationship that is real or perceived by the student or others. Grooming a romantic relationship or dating a student of any age is not acceptable and is subject to employee discipline including immediate termination of employment. Do not allow a student to spend excessive time or give obsessive attention to yourself. If you are having difficulty with a student, please contact your supervisor immediately to ask for assistance.

### **Substance-Free Workplace**

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence 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 as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

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

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Employees who violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the Substance-Free Workplace policy. If the employee fails to successfully participate in such a program the employee is subject to discipline up to and including termination.

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

### **Transfer of Assignment**

Employees are eligible to request a transfer to any vacancy within the system they are qualified to work. A transfer may also be initiated the supervisor or principal and approved by the superintendent, or by the superintendent.

When there is a vacancy within the system, a notice of the vacancy will be emailed to the staff and/or posted at least five (5) days at the Business Office, at the Bus Barn and in each school. Employees interested in applying for the vacancy shall submit their request for consideration in accordance with the notice of vacancy. Vacancies occurring May 1<sup>st</sup> or after will be posted but may be filled prior to the five days.

The superintendent will consider the following in making final work assignments that are in the best interest of the district:

- Principal and supervisor recommendation;
- Employee adaptability, attendance, interest, longevity, skill, training, and work habits;
- Equal Opportunity Employment and Affirmative Action Policies;
- Immediate and long-term needs of the district

Employees may be involuntarily transferred by the superintendent to fill a vacant position as determined by the needs of the district. Involuntary transfers shall be made known in writing to the employee involved.

### **Time Clock**

Employees are required to use the time clock management software to record their work hours. **The time clock management system will record actual hours worked rather than rounding hours.** All work hours (including overtime and compensation time) must be accurately recorded in the system for the employee to be paid. Employees must verify their time sheets by the specified day or time using the time clock management software. Failure to do so may delay in payment for service performed.

**Employees are to clock in at the beginning and out at end of their work assignment. A lunch period of 30 minutes will automatically be deducted for employees who are assigned to work 6 or more hours in a shift. Employees who are required to return to their work assignment by their supervisor or building principal during their lunch period will be paid for their lunch.**

Misuse of the time clock system such as but not limited to: refusing to use the system, clocking in for another employee, asking another person to clock in for the employee, inappropriately altering hours, or intentionally damaging the system and are grounds for termination of employment.

Some positions require the use of paper time sheets. Employees assigned to use paper time sheets must

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have their time sheet signed and submitted to their supervisor. Failure to do so may delay in payment for service performed.

### **Transportation Pay Types**

#### Route Pay

Drivers who are assigned standard bus routes that provide a group of students transportation for their daily commute to school and home from school will be paid route pay.

Drivers who are assigned routes are responsible for completing and documenting pre-trip and post-trip inspections, fueling, cleaning, and washing the bus. This includes such things as adding oil, transmission fluid, etc.

#### Activity/Hourly Pay

Drivers who are providing transportation for school activities, field trips, individualized transportation for special education students, after school or summer camps, and similar activities that are not required by all students will be paid activity pay.

Drivers will be paid the activity pay or hourly rate for attending staff meeting and for required trainings.

Drivers who are assigned additional duties to clean, repair, remove snow, plan or other such duties will be paid at the activity pay or hourly rate.

Drivers must have their supervisor's approval in advance to be paid for additional duties.

All driving assignments that qualify for activity pay will be paid a minimum of an hour regardless of the amount of time the trip takes to complete.

Drivers that take students to APEX, Clarinda Academy, or other such specialized programs will be paid the activity pay or hourly rate. If a student refuses to transport or the parent cancels within 10 minutes of their pick-up time, the driver will be paid for a minimum of one hour.

### **Use of District Technology**

Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including, discharge.

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

#### Social Networking or Other External Websites

For purposes of this policy any website, other than the school district website or school-school district sanctioned websites, are considered external websites. Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents or others on any external website without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. Employees shall not use the school district logos, images, iconography, etc. on external



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websites. 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, who would like to start a social media site for school district sanctioned activities, should contact the superintendent.

### General

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 e-mail 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 e-mail regularly throughout the day, and shall reply promptly 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, unless in the case of an emergency, and should be saved and the school district will archive the e-mail 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 e-mail address 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.

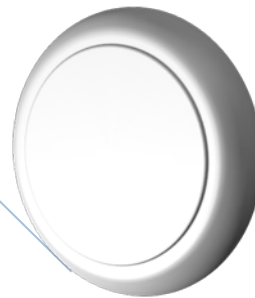
### Prohibited Activity and Uses

The following is a list of prohibited activity 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. See Policy 605.7, Use of Information Resources for more information.

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- 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 director of technology.
  - Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

Employees that violate the technology policy standards, regulations or the law, may be subject to employee discipline up to and including termination.



## **Shenandoah CSD Personnel Handbook for Teachers 2020-2021**

It is the policy of the Shenandoah Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, Aaron Burdorf, Shenandoah CSD 601 Dr. Creighton Circle, Shenandoah, IA, 712-246-2520, [burdorfa@shencsd.com](mailto:burdorfa@shencsd.com).

**8/10/2020**



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### **Attendance Expectations**

The district expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire duty day, unless they have the prior approval of their supervisor. Employees who exhibit chronic tardiness, or those who fail to call their supervisor or designated representative prior to being tardy, may be subject to progressive discipline up to and including termination of employment.

Employees who will be away from their normal place of work during normal duty hours are expected to report their absences in AESOP. Except in cases of emergency, absences should be requested and approved in advance.

### **Confidentiality**

School employees frequently have access to confidential information. It is expected that school employees maintain confidentiality about information learned in the school environment and refrain from discussing matters related to students (student conduct, discipline, or performance) or their families with uninvolved staff and others outside of the work environment.

### **Drug and Alcohol Testing Program**

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

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

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

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

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

### **Employee Hours**

The regular work day for all employees will be eight consecutive hours which may be scheduled by the administration to end no later than 4:00P.M.

With the exception of teachers who have assigned lunch time duty, the teachers will be provided with a duty-free

lunch period. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.

On Fridays or days preceding holidays or recesses, the employee's day will generally end at 3:30P.M. When school is dismissed due to inclement weather, teachers are able to leave within ten (10) minutes of the students' dismissal. An employee may be asked to stay by a building principal or other administrator in the event of a unique situation or emergency.

Employees may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings. Such meetings will begin no earlier than one-half hour before, nor extend more than one hour beyond the employees scheduled workday.

Employees may be required, without additional compensation, to attend no more than six (6) evening activities outside the school day each year. Attendance at additional activities will be at the discretion of the employee.

Employees may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s).

Employees will be not be required to complete a leave request in the online absence management system when their principal authorizes discretionary leave that occurs at or after 3:00PM.

Employees hired on a part-time basis will be given paid preparation time comparable to other employees at their grade level.

The employee work year shall consist of 189 days of service, including 1 holiday; New Year's Day. Employees will not be scheduled to work on Christmas day. Employees may be required to work days beyond the established published district calendar to fulfill their contract to work 189 days.

### **Employee Safety**

The district agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The employees will continue to extend their complete cooperation to the district in maintaining district policies, rules and regulations as to health and safety. All employees shall promptly report any unsafe conditions to their immediate supervisor.

Provisions shall be made for protective devices as outlined in Section 280.10 and 280.11 of the Code of Iowa. All such items shall be provided without charge to the employee.

### Use of Reasonable Force

An employee may, within the scope of his/her employment and pursuant to district policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect district property, or other school employees and students. This paragraph shall not be construed as to condone any action which is in any respect unlawful. All action taken by a teacher pursuant to this section shall be promptly reported by the teacher to his/her immediate supervisor.

### Emergency Evacuations

In the event that a building of the Shenandoah Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member, whose assignment is in that building, shall be required by the Board of Education or the administration of the Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated.

### Assaults

Whenever an employee has suffered an assault while acting within the scope of his/her employment, the



employee shall notify his/her immediate supervisor immediately. Upon a review of the facts, a determination regarding the case shall be made by the principal. Any employee(s) assaulted shall be notified of the district's action. The principal or designee shall provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities.

If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the district's insurance policy definition and loss, are torn or destroyed, provided an investigation by the principal or designee indicated there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the district for any loss will be made only if such loss is not covered by the employee's personal insurance. This provision will apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement will be submitted in writing to the principal, describe the incident, state the amount of reimbursement sought and verification thereof, and will be subject to approval by the investigating administrator.

### **Harassment Prohibited**

Harassment and bullying of students, employees, officers, board directors and volunteers are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students, employees, officers, board directors and volunteers 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, employees, officers, board directors or volunteers or by other students, employees, officers, board directors, or volunteers or by others such as parents, vendors, and persons doing business with the school district, will not be tolerated in the school or school district.

For the purpose of this policy, the term "volunteer" includes, but is not limited to, a person performing a service for the benefit of and at the request of the school district.

The board prohibits harassment, bullying, or hazing of students, employees, officers, board directors and volunteers based on any of the following actual or perceived traits or characteristics: age, color, creed, national origin, race, religion, marital status, sexual orientation, gender, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

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

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, 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 up to, and including, termination. If, after an investigation, a school officer or board director is found to be in violation of this policy, the officer or director shall be subject to appropriate measures which may include public reprimand or removal from office, in accordance with applicable board policies and procedures and the law. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student, employee, officer, board director or volunteer which is based on any actual or perceived trait or characteristic of the individual and which creates an objectively hostile school or work environment that meets one or more of the following conditions:

- Places the student, employee, officer, board director or volunteers in reasonable fear of harm to their person or property;
- Has a substantially detrimental effect on the student's, employee's, officer's, board director's or volunteer's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance or an employee's, officer's, board director's or volunteer's work performance; or
- Has the effect of substantially interfering with the student's, employee's, officer's, board director's or volunteer'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, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of demeaning nature that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the victim that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a victim's performance or creation of an intimidating, offensive, or hostile learning or work environment.

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

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

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

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

To the extent provided in Iowa Code Section 280.28, any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report.

Retaliation, reprisal, or false accusation 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. A school officer or board director found to have retaliated in violation of this policy shall be subject to measures up to, and including, public reprimand and removal from office, in accordance with applicable board policies and procedures and the law. 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. Other persons found to have retaliated in violation of this policy shall be subject to appropriate measures as determined by the school district.

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 alleging bullying or harassment at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level.

It also is the responsibility of the superintendent, in conjunction with principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, employees, school officers, board directors and volunteers. The training will include how to recognize harassment and what to do in case someone is bullied or 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. The superintendent shall report to the board on the progress of reducing bullying and harassment.

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

And a copy shall be made available to any person at the central administrative office at 304 West Nishna, Shenandoah, IA 51601

Legal References:

20 U.S.C. §§ 1221-1234i (2004).

29 U.S.C. § 794 (1994).

42 U.S.C. §§ 2000d-2000d-7 (2004).

42 U.S.C. §§ 12001 *et. seq.* (2004).

Senate File 61, 1<sup>st</sup> Regular Session, 82<sup>nd</sup> General Assembly, (2007). Iowa Code §§ 216.9; 280.3 (2009).

281 I.A.C. 12.3(6).

Morse v. Frederick, 127 S. Ct. 2618 (2007)

103.1 E1 ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser or bully: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Nature of Discrimination or Harassment Alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of harassment or bullying, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

104.1E2 ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony, interview: \_\_\_\_\_

Description of incident witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all of the information on this form is accurate and true to best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DISPOSITION OF ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Grade and building of student or employee: \_\_\_\_\_

Name and position or grade of alleged perpetrator/respondent: \_\_\_\_\_

\_\_\_\_\_

Date of initial complaint: \_\_\_\_\_

Nature of discrimination or harassment alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Summary of investigation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 104.1R1 ANTI-HARASSMENT/BULLYING INVESTIGATION PROCEDURES

Individuals who feel that they have been harassed should:

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

### COMPLAINT PROCEDURE

An individual who believes that the individual has been harassed or bullied will notify the building principal or designee for all complaints at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level. The alternate investigator is the Equity Coordinator, Assistant Principal or designee. The investigator may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. However, completion of a complaint on the Harassment/Bullying Complaint form is not mandatory for purposes of investigating a complaint. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

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

### INVESTIGATION PROCEDURE

#### Level One

The building principal (or designee), for harassment or bullying occurring at the school building level, and the superintendent (or designee), for harassment or bullying occurring at the district administration or board level, will assign an investigator. The investigator will be designated by the building principal or superintendent and can be a supervisor, a building or district administrator, or a designated level 1 investigator for Chapter 102 complaints. The complainant should be informed of these choices and given the opportunity for input into the choice of investigator assigned to the complaint. Once assigned, the investigator will reasonably and promptly commence the investigation. The investigator will interview the complainant and the alleged harasser/bully. The alleged harasser/bully may file a written statement in response to the complaint. The investigator may also interview witnesses and consider other evidence as deemed appropriate. Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of harassment or bullying and report the findings and conclusions to the principal (or designee), superintendent (or designee) or board president (or designee), depending upon whether the alleged harassment or bullying occurred at the school building or district administration or board level. The investigator will provide a copy of the written findings and conclusions of the investigation to the principal (or designee), superintendent (or designee) or board president (or designee), as appropriate.

Following receipt of the investigator's report, the principal, superintendent, or board president designee, as



appropriate, may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline or other remedial action.

Prior to the determination of the appropriate discipline or other remedial action, the principal, superintendent, or designee, as appropriate, may, at his/her discretion, interview the complainant and the alleged harasser/bully.

The principal, superintendent, or designee, as appropriate, will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser/bully and the investigator will receive notice as to the conclusion of the investigation. The principal, superintendent, or designee, as appropriate will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

### Level Two

If the complaint is not resolved at level one to the satisfaction of the complainant or the alleged harasser/bully, the grievant(s) may appeal the findings to the superintendent or appropriate designee. The filing of the level two complaint must be within fifteen (15) working days from the date of the conclusion of the level one investigation and must be made in writing using the anti-harassment/bullying complaint form stating the nature of the grievance. The grievant may request a meeting concerning the complaint with the superintendent or designee. A parent or guardian may accompany a minor student. The superintendent or designee shall investigate the complaint and attempt to resolve it. A written report from the superintendent or designee regarding action taken will be sent to the involved parties within fifteen (15) working days after receipt of the level two complaint.

### POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is treated as confidential, to the extent possible. Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process. Individuals who retaliate will be subject to discipline as appropriate.
- The totality of the circumstances will be considered in determining whether conduct constitutes harassment or bullying in violation of this policy.
- Students, employees, officers, board directors, and volunteers are expected to fully and fairly cooperate in any investigation.

### CONFLICTS

If the designated investigator is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate investigator shall investigate the complaint. If the building principal, superintendent, or designee involved in the investigation procedure and resolution of the complaint is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate administrator shall serve as a substitute.

This procedure in no way denies the right of a person to file a formal complaint with the Iowa Civil Rights Commission, the Federal Office of Civil Rights for the U.S. Department of Education, the Federal Equal Employment Opportunity Commission, and/or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging bullying, harassment, or discrimination.

### **Health Provisions**

Employees whose health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations if requested by the administration, will rest with the Board of Education.

The Board will provide paid flu shots for employees at a time and site designated by the Board. Employees choosing to get a flu shot other than this will assume the cost.

## **Insurance**

The Board will provide health insurance for eligible employees. The Board contributes to the monthly premium in an amount equivalent to a PPO 1000 plan, toward the cost of insurance coverage for a full-time employee. The employee may apply the payment to single or family coverage. All teachers are required to take at least single policy coverage. Disability Insurance and Term Life Insurance (\$10,000) is also provided for all teachers in the district.

The Board provides the above insurance and pays a proportionate amount of the premiums for part-time employees who work a minimum of twenty (20) hours a week. The part-time employee agrees to pay a proportionate amount and must authorize, in writing, a payroll deduction for their portion of the premium. The part-time employee may elect, in writing, to waive or revoke the insurance deductions by a thirty (30) day written notice to the Business Office.

## **Leaves of Absence**

### Jury Duty Leave

An employee required to perform jury duty during his/her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and the per diem compensation received from such jury duty. Provided, however, that in order for an employee to be eligible, the employee must also:

- Immediately notify his/her supervisor of the receipt of summons for jury duty;
- Be available for work on the next scheduled workday after the period of required jury duty;
- Furnish the employer with proper evidence of the number of days and the amount of jury duty pay; and
- Be available for work for the remainder of any day which the employee is not required to perform jury duty.

### Emergency Leave

An employee will be granted a maximum of ten (10) days leave per year for illness or death in the immediate family, which is defined as spouse, parents, grandparents, children, grandchildren, father/mother/son/ daughter-in-law, brother, sister, brother/sister-in-law, foster children, foster grandchildren.

Up to two (2) days leave of the ten (10) maximum allowed may be used for serious illness, injury, death or funeral of any person not listed above.

In extenuating circumstances, the Superintendent may extend the ten (10) days fully paid leave. The Superintendent's decision is final and non-grievable.

### Professional Leave

Professional leave may be excused for educational purposes at the discretion and approval of the building principal or the immediate supervisor and the Superintendent. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a leave request should be entered into AESOP at least seven (7) days prior to the first (1<sup>st</sup>) day of anticipated absence. Professional days will be used for the purpose of:

- Visitation to view other instructional techniques or programs; or
- Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutes or organizations.

### Personal Leave

At the beginning of the school year, an employee will be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion.

An employee planning to use a day will enter the absence into AESOP two (2) days in advance except in cases of emergency.

No personal days will be allowed during workshops, in-services, or parent-teacher conferences except in cases of emergency. A maximum of three employees may be granted use of personal leave during the first five days or last five days of the school year or immediately before or following any holiday or school recess.

Should an emergency or important family responsibility beyond the employee's control arise, permission is to be obtained from the employee's immediate supervisor. Examples could be: weddings, graduations, court appointments, but would not include vacation extensions.

If the employee chooses not to be reimbursed, unused personal leave will be allowed to accumulate up to 4 days.

Each employee will be reimbursed for a maximum of four (4) personal days not used during a school year. This reimbursement will be \$100 per day. This reimbursement must be requested in writing. Request must be submitted on or before June 1<sup>st</sup> and will be added to the employee's June check with appropriate taxes withheld.

An employee may purchase two (2) additional personal leave days, per year, by paying the current substitute teacher rate plus FICA and IPERS. No more than four (4) personal days will be allowed in a contract year. The superintendent has discretion under highly unique circumstances or emergencies to allow for additional days. Additional leave should be considered a rare exception, not something that will automatically be granted. The superintendent's decision will stand final as there are other forms of leave that are appropriate under most circumstances.

#### Consultant Leave

In cases where school employees wish to serve or are requested to serve as education consultants by other school districts, educational organizations, etc., approval in advance must be obtained from the building principal and Superintendent and are limited to four (4) days per year.

Evidence of any fees, income, or remuneration received by the employee over and above expenses will be presented to the Business Office who will reduce the district's salary to the employee by the amount paid for such services.

#### Discretionary Leave

The Board may, at its discretion, grant a leave of absence to an employee for reasons acceptable to the Board and upon such terms and conditions as may be prescribed by the Board.

#### Adoptive Leave/Foster Leave

Employees covered by this handbook will be granted a leave of absence at full pay for purposes of adoption/child fostering, not to exceed a total of five (5) days per year.

#### Maternity Leave

Maternity leave is allowed under the general provisions of the Pregnancy Discrimination Act and FMLA and is allowed for the period of time that is deemed medically necessary. An employee will be allowed to be paid using any accumulated sick leave, personal leave, and emergency leave during this period of time. The remaining time off from work will be unpaid time but will be allowed for the period of time that is deemed necessary by a medical professional. Please notify your building principal and the business office of the need for maternity leave as soon as possible so arrangements can be made for an approved long-term substitute and appropriate paperwork can be completed.

#### Educational Improvement

A leave of absence, without pay, for up to one (1) year may be granted to a maximum of two (2) employees for the purpose of engaging in study related to professional responsibilities, at an accredited college or university. All requests for such leaves will be submitted in writing to the Superintendent at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year preceding the school year in which the period of leave is requested. Leaves will be granted based upon the nature of the educational

improvement undertaken and its resulting benefit to the district's educational programs. The Superintendent or his/her designee will reply to such request in writing by the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa.

An employee on leave of absence during the spring semester will notify the Superintendent in writing at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year of his/her intention to return or not return to the district the following school year. Failure to so notify by this date, will be interpreted to mean the employee does not intend to return, and will serve as a reason to terminate the continuing contract of the teacher on leave.

#### Public Office

A leave of absence without pay, not to exceed two (2) years, will be granted to a maximum of one (1) employee per year (with the date of the earliest written application to be the determining factor for allowance of the leave) for the purpose of serving in a state or national public office.

#### Military Leave

Employees who are inducted into the military service of the United States will be granted a leave of absence without pay for the duration of the induction. Upon return from such leave, an employee will be placed in an available position in which he/she is qualified and certified and at the step on the salary schedule determined by actual service and maintain earned sick leave accumulation. Returning employees will be according to the rights set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the rights provided in the Iowa Military Code. Chapter 29A, Code of Iowa.

#### Temporary Military Leave

A maximum of thirty (30) school days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session, will be granted without loss of pay or benefits.

#### Extended Leave

While on extended leave the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule will be frozen. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee will be the salary stated on the salary schedule for the step and class for which the employee was appointed at the time of the commencement of the leave.

Other extended leaves of absence without pay may, at the discretion of the Board, be granted upon the written request of an employee.

#### Sick Leave

All licensed staff members will receive (15) days of sick leave each school year as of the first (1<sup>st</sup>) official day of said school year. Unused sick leave days may accumulate from year to year to a maximum of one hundred twenty (120) days.

An employee absent due to personal illness or injury shall, if requested by the district, furnish to the district such reasonable evidence, as the district may desire confirming the necessity for such absence.

An employee returning to work from a sick leave shall, if requested by the district, furnish to the district such reasonable evidence as the district may desire that the employee is physically and mentally able to return to active employment.

Notification of available sick leave and personal leave is available on the AESOP absence management system and found on an employee's payroll stubs.

### Sick Leave Pool

All requests by eligible employees to withdraw days from the sick leave pool will be submitted in writing to the Sick Leave Pool Committee (SLPC) for review. The SLPC will be comprised of 3 SEA appointed teachers (1 from each level: PK-4, 5-8, 9-12), 3 administrators (1 from each level: PK-4, 5-8, 9-12) and the Executive Secretary who will serve as secretary for the SLPC. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is extenuating circumstances, catastrophic illness or injury, and whether or not the participant is eligible to use sick leave days from the sick leave pool. Medical documentation of the catastrophic illness or injury will be required. Staff members may not withdraw days from the sick leave pool for a normal pregnancy. This decision will be final and is not subject to grievance.

The intent of the sick leave pool is to provide staff members with additional sick leave benefits in case a catastrophic illness or injury has occurred.

To be a member of the sick leave pool, an employee must give one sick day each year from their annual allotment until they have contributed 4 days. When the sick leave pool drops below 300 days, members will be asked to contribute one sick day on consecutive years until the pool has reached 300 days again. The employee must join by the enrollment deadline of September 15 to be eligible. Teachers hired after the start of the school year, will have 4 weeks from their date of hire to enroll. Teachers who have previously been on staff and have not contributed every year of the Sick Leave Pool's existence, will need to donate the number of days equal to the employee's years of employment during that period, not to exceed five days.

An employee may draw from the sick leave pool when and only when the employee has depleted all of his/her "built-up" sick days and personal days.

Teachers who have contributed 1 day may draw up to a maximum of 20 days. Teachers who have contributed 2-3 days may draw up to a maximum of 40 days. Teachers who have contributed 4 or more days may draw up to a maximum number of days that cannot exceed the number of days left in the sick leave pool or days left in the school year.

### Sick Leave Reimbursement

In years where a School Board Incentive Plan is offered, each employee shall be paid \$25 for each unused sick day upon resigning from the district, provided the employee has been under contract with the district for a minimum of six years.

In years where a School Board Incentive Plan is not offered, each employee will be paid \$25 for each unused sick day upon resigning from the district, provided the employee has been under contract with the district for a minimum of six years. After 15 years of consecutive employment with the district, reimbursement will be made at a rate of \$35 for each unused sick day upon resignation. After 25 consecutive years of employment, the rate will increase to \$45 per unused sick day. This payment will be made in July of the next fiscal year.

All Sick Leave Reimbursements are a one-time only payment. All employees who resign and return, must either: not receive sick leave reimbursement again; or pay back any previous reimbursement.

When an employee has exhausted the paid accumulated sick leave benefits and is still unable to work, he/she will be granted a leave of absence without pay until the end of the current contract year and all insurance benefits will be continuously paid by the Board until the end of the current contract year if the employee has furnished the appropriate administrator with acceptable medical evidence that he/she is unable to return to work.

If an employee seeks and is granted a leave of absence under the provisions of sick leave for a period in excess of sixty (60) working days, said employee will not be credited with a year of teaching nor will the employee be entitled to move forward one (1) step on the salary schedule for the following school year.

## **Licensure**

Employees are responsible for obtaining and maintaining the appropriate licensure with the Board of Educational Examiners for the position they are teaching.

## **Observations and Evaluations**

All teachers can expect to be observed informally and formally by mentor teachers, master teachers, other administrators, and their assigned evaluator. The information obtained by mentor and master teachers is used to provide teachers with peer feedback and is not considered part of the formal evaluation process.

The teacher evaluation process, procedures, and protocols will be reviewed with staff on an annual basis. The evaluation will include a conference between the employee and the evaluator and a copy of each formal evaluation will be filed in the employee's district personnel file. Both parties shall sign and date the formal written evaluation report which indicates that the contents have been discussed and said meeting has taken place. If an employee disagrees with the written evaluation report they can write a response that will be included with the evaluation according to the procedures outlined in the evaluation procedures.

## **Out of District Employment**

The district recognizes some certified employees may have other employment out of the district. The general work schedule for the district is published well in advance and work hours are normally constant. It is important employees with more than one employer become familiar with the work schedule and communicate concerns well in advance. Employees work schedules, duties and responsibilities will not be altered by the district to accommodate out of district employment. The employee may be requested to discontinue outside employment if it conflicts with the employee's ability to meet the needs of their assigned job duties.

## **Requesting a Transfer**

A "voluntary transfer" is the movement of an employee to a different building and to another grade level or position within a building. An "involuntary transfer" is the movement of an employee to a different building and to another grade level or position within a building by the Superintendent or the Superintendent's designee.

### Voluntary Transfer

Any employee possessing the necessary certification and qualifications may apply for reassignment to another building, and to another position within the building, and all applicants will be carefully considered. All applications will be submitted electronically on TeachIowa. The granting of such transfer will be based upon the needs of the district as determined by the administration.

### Posting of Opportunities to Transfer

Except during the summer vacation, a list of vacancies which occur during the school year and for the following year will be emailed to all staff prior to advertising the vacancies. Employees who desire to apply for the transfer will need to submit their applications as described above, within five (5) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by Administration. When a transfer is filled, all applicants will be notified within a reasonable time thereafter. Internal requests for transfer will be considered on vacancies that occur after May 1; however, the administration may proceed with filling the position immediately without waiting for the 5-day notice to expire.

If an employee is transferred, then the employee will not generally be considered a viable option to be considered for a transfer to another building, and to another position within the district for a period of one (1) year. The administration may grant an exception to this rule when it is determined to be in the best interest of the district.

### Involuntary Transfer

Involuntary transfer will be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers will be made known to the employee involved in the transfer and will be reported to the Board of Directors.

## **Salary Schedule**

### Placement on Salary Schedule

Employees will be granted one-year increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached unless the salary schedule is not aged or moved (frozen).

When an employee has completed their fifth (5<sup>th</sup>) year in the district, and completes the final step in any educational lane, they shall receive a career increment equal to 10 percent (10 %) of the supplemental pay generator base. The employee will receive the career increment until they move on the salary schedule accordingly.

### Credit for Teaching Experience

Credit up to the eighth (8<sup>th</sup>) step on the appropriate degree level on the employee salary schedule for teaching experience in an accredited school district may be granted to an employee upon initial employment. The Board may grant placement at a higher step in those special instances when the Board, in its discretion, determines that a higher placement is appropriate.

Teachers completing a master's degree in any educational field will be given credit for advancement on the salary schedule. Any hours past the master's degree for movement must be in the same area the employee is currently teaching. Procedures for advancement will be followed as per board policy.

### Method of Payment

Each employee will be paid in twelve (12) equal monthly installments on the twentieth (20<sup>th</sup>) of each month. Payment or notification of payment will be received at the teacher's regular school building during the school year and to an address designated by the teacher during the summer months.

Employees who are in their first year of employment with the district may elect to be paid in thirteen installments, with the first installment equal to per diem pay for ten work days. Employees must request this option on or before the first day they report for their non-Schedule II assignment. This early installment will be paid eleven work days from the day they report for their non-Schedule II assignment. The remaining twelve payments will be adjusted to reflect a deduction of the early payment.

When a pay date falls on or during a school holiday, vacation, or weekend, the Central Office will attempt to make payment on the last previous working day.

### Extended Contracts

Remuneration for extended contracts are calculated on a pro-rated basis of a teacher's regular teaching salary.

### Supplemental Pay

The supplemental pay schedule in effect for the 2019-2020 school year is set forth in Schedule II which is attached to this document.

The supplemental pay for a person employed in a position listed on the Supplemental Pay Schedule is the product of the supplemental pay generator base salary multiplied by a percentage factor assigned to the position. The percentage factor used to calculate the supplemental pay of an employee for the employee's second and each consecutive year of employment in that same position will be increased by one tenth of one percent (.1%) per year up to a maximum increase of one percent (1.0%). Years of service must be consecutive. An employee who has a break in service in a position, or who accepts a different supplemental pay position, will begin at the minimum percentage for that position.

### Horizontal Movement

Any employee seeking a horizontal movement on the salary schedule for the next school year will file a letter/email of intent to seek said movement, with the Superintendent or his/her designee prior to **March 1<sup>st</sup>** of the current school year. An email reminder will be sent out prior to March 1<sup>st</sup>. In any event, said notice will be filed



no later than September 1 of the following school year.

#### Substitute Teaching During Preparation Time

Teachers may be compensated for teaching during their scheduled preparation time when assigned by an administrator. The compensation rate is fifteen dollars (\$15) per full period, regardless of the length of period.

#### Ticket-taking

Employees will be paid at a rate of eighteen dollars (\$18) for time increments of three (3) hours or less for taking tickets at extra-curricular events.

#### Teacher Salary Supplement Funds

Notwithstanding the amount of TSS funds, the amount of \$5,335 is added to each cell generated by the index schedule using a generator base of \$31,680, all being reflected on the attached combined schedule. The parties agree that the Teacher Salary Supplement funds are fully used to fund the combined salary schedule of the district, regardless of the amount added to the indexed schedule. The Supplemental Pay Schedule uses the same generator base as the combined Salary Schedule base.

#### **Shenandoah School District Technology Agreement**

Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including, discharge.

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

#### Social Networking or Other External Web Sites

For purposes of this policy any web site, 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, who would like to start a social media site for school district sanctioned activities, should contact the superintendent.

#### General

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 e-mail 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 e-mail regularly throughout the day, and shall reply promptly 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, unless in the case of an emergency, and should be saved and the school district will archive the e-mail 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 e-mail address 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 activity 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. *See Policy 605.7, Use of Information Resources* for more information.
- 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 director of technology.
- Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

#### **Staff Reduction Procedures**

The Board of Education retains the sole and exclusive right to determine the number of staff members required to maintain its program, and the right to determine which program within the district shall be continued or added. In the event the Board of Education determines that there shall be a reduction or elimination of a number of staff members, the following procedures will be followed. The Board of Education retains the right to deviate from the

following procedure if it is determined to be in the best interest of the district. Employees hired to replace an employee on a leave of absence may be reduced without reference to this article.

Layoffs will be made within the following categories: K-4, 5-8, and 9-12 (within individual curricular areas).

After the determination to reduce in a particular category, attrition within that category will be used when possible prior to layoffs, if the remaining employees in the category hold BOEE certifications, approvals, and/or endorsements required for the programs to be maintained.

In the event necessary reduction in staff within a designated category cannot be adequately accomplished by attrition, employees within the designated category with emergency or temporary certification will be laid off, unless said certification is required to maintain a specific program, such as Special Education, Title I Reading, etc.

If reduction in staff cannot be accomplished in accordance, the Board of Education will determine which employee is to be terminated according to the criteria of the district. Those criteria will include: length of teaching experience in the Shenandoah Community School District, employee(s) evaluation, breadth of certification endorsements, depth of educational preparation, and involvement of teacher(s) in co-curricular activities.

The notice of termination will be delivered to the employee by registered mail or given to the employee after the close of the employee's work day in accordance with the provisions of Chapter 279, Code of Iowa.

Laid off employees will be recalled to available positions for a period of one (1) year from the date of termination provided they make such a request in writing to the Superintendent within thirty (30) days from the time the laid off employees received notification of termination.

Eligible laid off employees within the categories set forth above will be recalled in the inverse order of lay-off to positions for which they are certified and qualified to teach within the category laid off and based upon their teaching experience in the laid off category.

Any employee who has been laid off and recalled under the provisions of the above will be placed on the salary schedule at one (1) step above that of the contract year in which terminated providing he/she is not at the maximum in his/her educational lane and will have unused sick leave that had been accrued reinstated.

A recalled employee must notify the Superintendent within five (5) days of receipt and notice of recall desire and availability to return to work. Failure to comply with the above shall result in loss of eligibility of recall.

The school personnel office will be kept informed by the laid off person of the current address, telephone number, email address, and interest in recall.

### **Substance-Free Workplace Notice to Employees**

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence 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 as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

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

Employees who violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the Substance- Free Workplace policy. If the employee fails to successfully participate in such a program the employee is subject to discipline up to and including termination.

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

## Salary Schedule I

	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
	1	37,595	38,635	39,685	40,885	42,095	43,315	44,545
<b>Index Base</b> \$32,260	2	38,875	39,925	40,985	42,195	43,415	44,645	45,770
	3	40,155	41,215	42,285	43,505	44,735	45,975	46,995
	4	41,435	42,505	43,585	44,815	46,055	47,305	48,220
	5	42,715	43,795	44,885	46,125	47,375	48,635	49,445
<b>TSS Funds</b> \$5,335 per cell	6	43,995	45,085	46,185	47,435	48,695	49,965	50,670
	7	45,275	46,375	47,485	48,745	50,015	51,295	51,895
	8	46,555	47,665	48,785	50,055	51,335	52,625	53,120
	9	47,835	48,955	50,085	51,365	52,655	53,955	54,345
	10	49,115	50,245	51,385	52,675	53,975	55,285	55,570
<b>Combined Base</b> \$37,595	11	50,395	51,535	52,685	53,985	55,295	56,615	56,795
	12	51,675	52,825	53,985	55,295	56,615	57,945	58,020
	13	52,955	54,115	55,285	56,605	57,935	59,275	59,245
	14	54,235	55,405	56,585	57,915	59,255	60,605	60,470
	15	55,515	56,695	57,885	59,225	60,575	61,935	61,695
	16			59,185	60,535	61,895	63,265	62,920
	17			60,485	61,845	63,215	64,595	64,145

An earned doctorate is equal to \$1280

When an employee has completed their fifth year in the district, and completes the final step in any educational lane, they shall receive a career increment equal to ten percent (10%) of the base.

## Extra Duty Schedule II A

Combined Base	CATEGORY											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
\$37,595	14%	12%	10%	9.5%	7%	6%	5%	4.5%	4%	3%	2%	1%
<b>High School Head Coach</b>												
Football	\$5,263											
Basketball	\$5,263											
Wrestling	\$5,263											
Track	\$5,263											
Baseball	\$5,263											
Softball	\$5,263											
Volleyball	\$5,263											
Tennis		\$4,511										
Cross Country		\$4,511										
Golf		\$4,511										
Bowling		\$4,560										
<b>Assistant Coaches</b>												
Football				\$3,572								
Basketball				\$3,572								
Wrestling				\$3,572								
Track				\$3,572								
Baseball				\$3,572								
Softball				\$3,572								
Volleyball				\$3,572								
Cross Country (MS & Asst)				\$3,572								
Bowling				\$3,572								
<b>Middle School Coaches</b>												
Football					\$2,632							
Basketball					\$2,632							
Track					\$2,632							
Wrestling					\$2,632							
Volleyball					\$2,632							
<b>Speech and Drama</b>												
Small/Large Group				\$3,572								
Drama Coach							\$1,880					
Asst. Group Speech						\$2,256						
<b>Cheerleaders</b>												
High School Football							\$1,880					
High School Basketball							\$1,880	\$1,504				
High School Wrestling							\$1,880	\$1,504				
Middle School Cheer										\$1,118		
<b>Music</b>												
H.S. Instrumental	\$5,263											
M.S. Instrumental			\$3,760									
H.S. Vocal			\$3,760									
M.S. Vocal			\$3,760									
H.S. Musical Director								\$1,692				
H.S. Music Accompanist						\$2,256						
M.S. Music Accompanist								\$1,504				
<b>Class Sponsors</b>												
Freshman											\$752	
Sophomore											\$752	
Junior								\$1,504				
Senior											\$752	
<b>Club Sponsor</b>												
Art Club										\$1,128		
BPA											\$752	
FTA										\$1,128		
H.S. FCCLA										\$1,128		
M.S. FCCLA										\$1,128		
National Honor Society										\$1,128		
H.S. Student Council										\$1,128		
M.S. Student Council										\$1,128		
M.S. Yearbook										\$1,128		
HS Yearbook				\$3,572								
** ANNUAL				\$3,572								
**Round-Up				\$3,572								
<b>Other</b>												
Summer Weight Program			\$3,760									
MS Weight Program					\$2,632							
EXTRA DUTY - Sell tickets, etc. \$18/up to 3 hours of said duty												
**If not included in the curriculum as regularly scheduled class.												

## Extra Duty Schedule II B

	Combined Base	CATEGORY										
		0-C/1	I-C/2	II-C/3	III-C/4	IV-C/5	V-C/6	VI-C/7	VII-C/8	VIII-C/9	IX-C/10	X-C/11
	\$37,595	\$0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0
Index	High School Head Coach											
1	Football	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
2	Basketball	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
3	Wrestling	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
4	Track	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
5	Baseball	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
6	Softball	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
7	Volleyball	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
8	Tennis	\$4,511	\$4,549	\$4,587	\$4,624	\$4,662	\$4,699	\$4,737	\$4,775	\$4,812	\$4,850	\$4,887
9	Cross Country	\$4,511	\$4,549	\$4,587	\$4,624	\$4,662	\$4,699	\$4,737	\$4,775	\$4,812	\$4,850	\$4,887
10	Golf	\$4,511	\$4,549	\$4,587	\$4,624	\$4,662	\$4,699	\$4,737	\$4,775	\$4,812	\$4,850	\$4,887
11	Bowling	\$4,560	\$4,598	\$4,635	\$4,673	\$4,710	\$4,748	\$4,786	\$4,823	\$4,861	\$4,898	\$4,936
12	<b>Assistant Coaches</b>	<b>\$4,417</b>	<b>\$4,455</b>	<b>\$4,493</b>	<b>Softball</b>	<b>Co-Head</b>	<b>C/1</b>					
13	Football	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
14	Basketball	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
15	Wrestling	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
16	Track	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
17	Baseball	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
18	Softball	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
19	Volleyball	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
20	Cross Country (MS & Asst)	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
21	Bowling	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
22	<b>Middle School Coaches</b>											
23	Football/SB, BB	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008
24	Basketball	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008
25	Track	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008
26	Wrestling	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008
27	Volleyball	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008
28	<b>Speech and Drama</b>											
29	Small/Large Group	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
30	Drama Coach	\$1,880	\$1,917	\$1,955	\$1,993	\$2,030	\$2,068	\$2,105	\$2,143	\$2,181	\$2,218	\$2,256
31	Asst. Group Speech	\$2,256	\$2,293	\$2,331	\$2,368	\$2,406	\$2,444	\$2,481	\$2,519	\$2,556	\$2,594	\$2,632
32	<b>Cheerleaders</b>											
33	High School Football	\$1,880	\$1,917	\$1,955	\$1,993	\$2,030	\$2,068	\$2,105	\$2,143	\$2,181	\$2,218	\$2,256
34	High School Basketball	\$1,880	\$1,917	\$1,955	\$1,993	\$2,030	\$2,068	\$2,105	\$2,143	\$2,181	\$2,218	\$2,256
35	High School Wrestling	\$1,880	\$1,917	\$1,955	\$1,993	\$2,030	\$2,068	\$2,105	\$2,143	\$2,181	\$2,218	\$2,256
67	MS Cheerleading	\$1,118	\$1,156	\$1,193	\$1,231	\$1,268	\$1,306	\$1,344	\$1,381	\$1,419	\$1,456	\$1,494
36	<b>Music</b>											
37	H.S. Instrumental	\$5,263	\$5,301	\$5,338	\$5,376	\$5,414	\$5,451	\$5,489	\$5,526	\$5,564	\$5,602	\$5,639
38	M.S. Instrumental	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947	\$3,985	\$4,023	\$4,060	\$4,098	\$4,135
39	H.S. Vocal	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947	\$3,985	\$4,023	\$4,060	\$4,098	\$4,135
40	M.S. Vocal	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947	\$3,985	\$4,023	\$4,060	\$4,098	\$4,135
41	H.S. Musical Director	\$1,692	\$1,729	\$1,767	\$1,805	\$1,842	\$1,880	\$1,917	\$1,955	\$1,993	\$2,030	\$2,068
42	H.S. Music Accompanist	\$2,256	\$2,293	\$2,331	\$2,368	\$2,406	\$2,444	\$2,481	\$2,519	\$2,556	\$2,594	\$2,632
43	M.S. Music Accompanist	\$1,504	\$1,541	\$1,579	\$1,617	\$1,654	\$1,692	\$1,729	\$1,767	\$1,805	\$1,842	\$1,880
44	<b>Class Sponsors</b>											
45	Freshman	\$752	\$789	\$827	\$865	\$902	\$940	\$977	\$1,015	\$1,053	\$1,090	\$1,128
46	Sophomore	\$752	\$789	\$827	\$865	\$902	\$940	\$977	\$1,015	\$1,053	\$1,090	\$1,128
47	Junior	\$1,504	\$1,541	\$1,579	\$1,617	\$1,654	\$1,692	\$1,729	\$1,767	\$1,805	\$1,842	\$1,880
48	Senior	\$752	\$789	\$827	\$865	\$902	\$940	\$977	\$1,015	\$1,053	\$1,090	\$1,128
49	<b>Club Sponsor</b>											
50	Art Club	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
51	BPA	\$752	\$789	\$827	\$865	\$902	\$940	\$977	\$1,015	\$1,053	\$1,090	\$1,128
52	FTA	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
53	H.S. FCCLA	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
54	M.S. FCCLA	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
55	National Honor Society	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
56	H.S. Student Council	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
57	M.S. Student Council	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
58	M.S. Yearbook	\$1,128	\$1,165	\$1,203	\$1,241	\$1,278	\$1,316	\$1,353	\$1,391	\$1,429	\$1,466	\$1,504
59	HS Yearbook	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
60	**ANNUAL	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
61	**Round-Up	\$3,572	\$3,609	\$3,647	\$3,684	\$3,722	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947
62	<b>Other</b>											
63	Summer Weight Program	\$3,760	\$3,797	\$3,835	\$3,872	\$3,910	\$3,947	\$3,985	\$4,023	\$4,060	\$4,098	\$4,135
64	MS Weights	\$2,632	\$2,669	\$2,707	\$2,744	\$2,782	\$2,820	\$2,857	\$2,895	\$2,932	\$2,970	\$3,008

EXTRA DUTY - Sell tickets, etc. \$18/up to 3 hours of said duty

\*\*If not included in the curriculum as regularly scheduled class.

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is effective as of 8-1, 2020 (the "Effective Date") between the Shenandoah Community School District ("Tenant) and Shenandoah EKS ("Landlord").

WHEREAS, Tenant desires to provide internet service to its students in residential areas throughout its District; and

WHEREAS, in order to provide such internet service, Tenant needs to locate wireless internet broadcasting equipment at strategic locations within the community; and

WHEREAS, Landlord owns property that would provide a suitable location for Tenant to install its equipment and Landlord is willing to permit Tenant to use its premises in accordance with the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **PREMISES.** Landlord owns certain real property locally known as EKS LODGE (the "Landlord's Property"). The Landlord hereby lets to the Tenant and the Tenant hereby leases from the Landlord a portion of the Landlord's Property depicted and/or described on **Exhibit A** attached hereto (the "Premises"), together with the non-exclusive right to enter the Landlord's Property to access the Premises 7 days a week, 24 hours a day.
2. **TERM.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of 3 years (the "Term"). The Term of this Agreement shall automatically be extended on the same terms and conditions for successive 3-year periods unless either party terminates it by giving the other party written notice of its intent to terminate at least 6 months prior to the end of the then current Term.
3. **RENT.** Tenant shall not be required to pay rent under this Agreement. Landlord acknowledges and agrees that it has received good and valuable consideration from Tenant in exchange for Tenant's use of the Premises, and Landlord covenants not to allege a lack of consideration as a defense to its obligations under this Agreement.
4. **USE.** Tenant may use the Premises for the purpose of installing, maintaining, repairing, and operating wireless internet equipment and other uses incidental thereto. All equipment shall be at the Tenant's expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add, upgrade, or otherwise modify its equipment or any portion thereof at any time during the Term.
5. **POSSESSION.** Tenant shall have the right to possession of the Premises on the Effective Date and shall return possession to Landlord on the expiration or termination of this Agreement. Tenant shall remove its equipment from the Premises within 3 months following expiration or termination of this Agreement.



6. **INDEMNIFICATION.** Tenant shall indemnify and hold the Landlord harmless against any personal injury or property damage to the extent the same directly results from the Tenant's use of the Premises under this Agreement.

7. **TERMINATION FOR DEFAULT.** If either party breaches the terms of this Agreement, the non-breaching party may serve the breaching party with written notice specifying the breach and giving the breaching party 30 days to cure. If the breaching party does not cure the breach within said 30-day period, the non-breaching party may terminate this agreement by providing the breaching party with written notice of termination, which shall be effective upon receipt by the breaching party. Termination of this Agreement shall be the non-defaulting party's sole and exclusive remedy for a breach of this Agreement by the breaching party.

8. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, addressed as follows:

Landlord: Shenandoah EIKS  
\_\_\_\_\_

Tenant: Shenandoah Community School District  
Attn: Superintendent  
304 W Nishna Rd  
Shenandoah, IA 51601

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

9. **COOPERATION.** Both parties acknowledge and agree to cooperate as needed to assure that all required responsibilities are met by both parties.

10. **NO WAIVER.** No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

11. **ASSIGNMENT; BINDING.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **SEVERABILITY.** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the complete and entire agreement between the parties. None of the terms or conditions of this Agreement shall be in any manner altered or modified except by a written instrument duly signed by both parties.

14. **GOVERNING FORUM AND LAW.** Any dispute arising out of this Agreement shall be tried in a court of competent jurisdiction in Fremont County, Iowa. This Agreement shall be governed by the laws of the State of Iowa.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LANDLORD:

TENANT:

SHENANDOAH COMMUNITY  
SCHOOL DISTRICT

By: *Roger McQueen*

By: ~~*[Signature]*~~  
Board President

Name: *Roger McQueen / Shenandoah  
EICS*

Title: *Chairman Board Directors*

By: \_\_\_\_\_  
Board Secretary

**LEASE AGREEMENT**

This Lease Agreement (this "Agreement") is effective as of \_\_\_\_\_, 2020 (the "Effective Date") between the Shenandoah Community School District ("Tenant") and Earl May Seed & Nursery L.C. ("Landlord").

**WHEREAS**, Tenant desires to provide internet service to its students in residential areas throughout its District; and

**WHEREAS**, in order to provide such internet service, Tenant needs to locate wireless internet broadcasting equipment at strategic locations within the community; and

**WHEREAS**, Landlord owns property that would provide a suitable location for Tenant to install its equipment and Landlord is willing to permit Tenant to use its premises in accordance with the terms and conditions stated in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **PREMISES.** Landlord owns certain real property locally known as \_\_\_\_\_ (the "Landlord's Property"). The Landlord hereby lets to the Tenant and the Tenant hereby leases from the Landlord a portion of the Landlord's Property depicted and/or described on **Exhibit A** attached hereto (the "Premises"), together with the non-exclusive right to enter the Landlord's Property to access external equipment 7 days a week, 24 hours a day.

2. **TERM.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of 3 years (the "Term"). The Term of this Agreement shall automatically be extended on the same terms and conditions for successive 3-year periods unless either party terminates it by giving the other party written notice of its intent to terminate at least 6 months prior to the end of the then current Term.

3. **RENT.** Tenant shall pay Landlord one dollar (\$1.00) per year in exchange for Tenant's use of the premises.

4. **USE.** Tenant may use the Premises for the purpose of installing, maintaining, repairing, and operating wireless internet equipment and other uses incidental thereto. All equipment shall be at the Tenant's expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add, upgrade, or otherwise modify its equipment or any portion thereof at any time during the Term. Any property belonging to the Landlord that is damaged during the installation or during the tenure of the lease, that is a result of execution of this agreement for any reason, shall be the responsibility of the Tenant.

5. **POSSESSION.** Tenant shall have the right to possession of the Premises on the Effective Date and shall return possession to Landlord on the expiration or termination of this Agreement. Tenant shall remove its equipment from the Premises within 3 months following expiration or termination of this Agreement.



6. ~~6.~~ **INDEMNIFICATION.** Tenant shall indemnify and hold the Landlord harmless against any personal injury or property damage to the extent the same directly results from the Tenant's use of the Premises under this Agreement. Furthermore, Tenant, as well as any subcontractors performing any services for Tenant on Premises, shall provide landlord proof of general liability insurance covering all activities while on Premises, including limits of no less than \$1 million per occurrence, \$2 million aggregate, and workers compensation insurance at no less than statutory limits. Additional Insured on the aforementioned policies with Tenant's insurance being primary and non-contributory to Landlord's.

7. **TERMINATION FOR DEFAULT.** If either party breaches the terms of this Agreement, the non-breaching party may serve the breaching party with written notice specifying the breach and giving the breaching party 30 days to cure. If the breaching party does not cure the breach within said 30-day period, the non-breaching party may terminate this agreement by providing the breaching party with written notice of termination, which shall be effective upon receipt by the breaching party. Termination of this Agreement shall be the non-defaulting party's sole and exclusive remedy for a breach of this Agreement by the breaching party.

8. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, addressed as follows:

Landlord: Earl May Seed & Nursery L.C.  
Attn: \_\_\_\_\_  
208 N Elm Street  
Shenandoah, IA 51601

Tenant: Shenandoah Community School District  
Attn: Superintendent  
304 W Nishna Rd  
Shenandoah, IA 51601

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

9. **COOPERATION.** Both parties acknowledge and agree to cooperate as needed to assure that all required responsibilities are met by both parties.

10. **NO WAIVER.** No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

11. **ASSIGNMENT; BINDING.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **SEVERABILITY.** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the complete and entire agreement between the parties. None of the terms or conditions of this Agreement shall be in any manner altered or modified except by a written instrument duly signed by both parties.

14. **GOVERNING FORUM AND LAW.** Any dispute arising out of this Agreement shall be tried in a court of competent jurisdiction in **Page County, Iowa.** This Agreement shall be governed by the laws of the State of Iowa.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LANDLORD:

TENANT:

SHENANDOAH COMMUNITY  
SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_  
Board President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary



# Policy Primer

A Guide to Current Policy Issues

## IASB Special Release Policy Update: Title IX

On May 6, 2020, the United States Department of Education released final rulemaking which included addressing sexual harassment complaints under Title IX. The final rule updated interpretations to the receipt, investigation and resolution of sexual harassment complaints filed under Title IX. The rulemaking changes were sweeping and resulted in large scale changes for processing these claims. This rulemaking is effective for school districts and community colleges beginning August 14, 2020.

Due to the sweeping nature of the changes to Title IX rules and the impact they will have on districts, IASB partnered with Miriam Van Heukelem, Shareholder at Ahlers & Cooney P.C., to provide a new policy and supporting documents. Since the final rulemaking was announced in May, the attorneys at Ahlers & Cooney have extensively researched this topic and created the crucial documents in this *Primer*. This new policy and supporting documents are intended to provide one sample framework for addressing the federal changes to Title IX. Districts should work with their legal counsel to customize these documents to suit the needs of their community. Please contact Siobhan Schneider, IASB Policy/Legal Services Director with questions regarding these documents.

We have included a Title IX Sexual harassment Procedures Manual and Form Bank as supporting documents to accompany this sample policy. These supporting documents are not intended to be formally adopted into your district's policy reference manual, but rather as separate administrative level regulations that can be updated as needed.

**NOTE:** Only the Title IX policy is included with this *Primer* publication. To access the Title IX Procedures Manual and Form Bank please login into your online [Policy Reference Manual](#) subscription. A **new button** has been added titled **Title IX Resources** to access these ancillary documents.

### Policy and Procedures Documents

#### **New! 106 – Title IX - Discrimination and Harassment Based on Sex Prohibited**

This policy is intended to clearly prohibit sexual harassment and discrimination in accordance with Title IX.

### **New! Title IX – Sexual Harassment Procedures Manual**

The procedures manual guides district staff and individuals through the process for reporting, receiving, investigating and adjudicating complaints. The procedures manual includes specific guidance on how to approach this detailed process. It also provides notice for the school community about how complaints are processed and how evidence is gathered, considered and shared.

### **New! Title IX – Form Bank**

The Form Bank provides sample forms for districts to consider adopting, which will be used during a sexual harassment investigation. Included with these sample forms are additional guidance on which forms are optional for districts and the reasoning for their use.

**Reminder:** The Procedures Manual and Form Bank documents are not included with this publication. Please log into your IASB *Policy Reference Manual* online subscription to access and download these supporting documents.

**Note:** *This publication is designed to provide accurate and authoritative information in regards to the subject matter covered. It is furnished with the understanding that IASB is not engaged in rendering legal or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.*

DISCRIMINATION AND HARASSMENT BASED ON SEX PROHIBITED

In accordance with Title IX of the Education Amendments Act of 1972, the [NAME] Community School District prohibits sex discrimination, including sexual harassment as defined by the regulations implementing Title IX (34 C.F.R. § 106.30), against any individual participating in any education program or activity of the District. This prohibition on discrimination applies to students, employees, and applicants for employment.

The Board authorizes the Superintendent to adopt procedures for any individual to report sexual harassment to the District's Title IX Coordinator, for the provision of supportive measures to anyone who has been subjected to sexual harassment whether or not they proceed with a formal complaint under those procedures, and for the investigation and resolution of such complaints, as required by Title IX. This Title IX grievance process shall be used to respond to all complaints of sexual harassment that fall within the scope of Title IX. For complaints of sexual harassment that do not fall within the scope of Title IX, the District may still offer supportive measures to the subject of such conduct and shall apply any other policy or procedure applicable to the alleged conduct.

Any individual with questions about the District's Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the District's designated Title Coordinator, Aaron Burdorf, JK-8 Principal & Equity Coordinator, Shenandoah JK-8, 601 Dr. Creighton Circle, Shenandoah, IA 51601, (712) 246-2520, email [burdorfa@shencsd.com](mailto:burdorfa@shencsd.com)

Retaliation against a person who made a report or complaint of sexual harassment, assisted, or participated in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator.

Legal References:       20 U.S.C. § 1681 *et seq.*

                                  34 C.F.R. § 106 *et seq.*

Approved \_\_\_\_\_

Reviewed \_\_\_\_\_

Revised \_\_\_\_\_



**[NAME] COMMUNITY SCHOOL DISTRICT  
SEXUAL HARASSMENT PROCEDURES MANUAL**

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## I. THE POLICY

In accordance with Title IX of the Education Amendments Act of 1972, the [NAME] Community School District prohibits sex discrimination, including sexual harassment, against any individual participating in any education program or activity of the District. This prohibition on discrimination applies to students, employees, and applicants for employment. The Board authorizes the Superintendent to adopt procedures for any individual to report sex discrimination or sexual harassment, and for the investigation and resolution of such complaints.

Any individual with questions about the District's Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the District's designated Title Coordinator, [list Title IX Coordinator and any deputy or backup coordinators by name, title, mailing address, telephone, and email address]

The District will utilize this Policy and Procedure to respond to all claims of sex discrimination or sexual harassment as defined in Section II of this policy. If the District determines that a report or complaint does not allege conduct within the scope of Title IX, it may still proceed to investigate or respond to that report or complaint under any other applicable District policy or procedure.

## II. DEFINITIONS

A. **Sexual harassment** means unwelcome behavior or conduct (physical, verbal, written, electronic) that is directed at someone because of that person's sex or gender, and that meets any of the following definitions:

1. **“Quid Pro Quo” Harassment.** A District employee explicitly or implicitly conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; **OR**
2. **Hostile Educational/Work Environment.** Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; **OR**
3. **Sexual assault.** An offense that meets the definition any one of the following offenses:
  - Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim;
  - Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim;

- Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
- Statutory rape: sexual intercourse with a person who is under the statutory age of consent; **OR**

4. **Stalking:**

- Purposefully engaging in a course of conduct directed at a specific person ("target") that would cause a reasonable person to fear bodily injury to, or the death of, the target or a member of the target's immediate family;
- when the person ("stalker") knows or should know that the target will be placed in reasonable fear of bodily injury to, or the death of, the target or a member of the target's immediate family by the course of conduct; and
- the stalker's course of conduct induces fear in the target of bodily injury to, or the death of, the target or a member of the target's immediate family; **OR**

5. **Dating Violence:** violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of:

- The length of the relationship.
- The type of relationship.
- The frequency of interaction between the persons involved in the relationship; **OR**

6. **Domestic Violence:** any felony or misdemeanor crime of violence committed:

- By a current or former spouse or intimate partner of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabiting with, or has cohabited with, the victim as a spouse or intimate partner;
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Iowa; or
- By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Iowa.

**B. Consent** means knowing and voluntary agreement to engage in conduct or an activity with another individual. Silence or an absence of resistance does not imply consent. Past consent to engage in conduct or an activity does not imply future consent; consent can be revoked at any time. An individual who is incapacitated (e.g., when a person is asleep, unconsciousness, under the influence of drugs or alcohol, or disability) cannot give consent. Coercion, force, or the threat of either invalidates consent. Under no circumstances can a student give consent to engage in any sexual conduct or activity with an employee of the District.

**C. Complainant** means any person who alleges that they have been subjected to sexual harassment as defined by this Policy. At the time of filing a formal complaint, a

complainant must be participating in or attempting to participate in the District's education program or activity.

- D. **Respondent** means any person who has been reported to be the perpetrator of conduct that could constitute sexual harassment under this Policy, and over whom the District is able to exercise substantial control.

### III. POLICY SCOPE

This Policy applies to all persons participating in the District's education program or activity, including students and employees and applicants for employment. Under Title IX, the District has jurisdiction over locations, events or circumstances over which it substantially controls the Respondent and the context in which the harassment occurs. The District's jurisdiction is limited to conduct against a person that occurs in the United States.

Any person may make a report of sexual harassment to the District's Title IX Coordinator.

### IV. CONFIDENTIALITY

The District is committed to creating an environment that encourages individuals to come forward if they have experienced or witnessed sexual harassment. However, the District cannot promise absolute confidentiality to any party. District employees cannot promise confidentiality to any student who reports possible sexual harassment to them.

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination or sexual harassment, or has been identified as the perpetrator or respondent to any such report or complaint, or is a witness to any complaint or investigation, **except** as required to carry out the purposes of this Policy (including the conduct of any complaint resolution process), applicable law, or as permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

### V. REPORTING SEXUAL MISCONDUCT, INCLUDING SEXUAL ASSAULT AND SEXUAL HARASSMENT

#### A. Employee Reporting Obligations

Any District employee who witnesses or becomes aware of sexual harassment has an affirmative obligation to report immediately to the District's Title IX Coordinator or to their building principal or immediate supervisor. Failure to do so may result in disciplinary action against the employee, up to and including termination of employment.

#### B. Reporting to Law Enforcement

Because sexual misconduct may constitute both a violation of District policy and criminal activity, individuals who have been subject to criminal sexual misconduct may wish to report

their concerns to law enforcement. An individual may proceed under this Policy whether or not they elect to report to law enforcement.

### **C. Reporting to the District**

Any individual who wishes to make a report or file a formal complaint of sexual harassment may contact the District's Title IX Coordinator [name, title, email, phone, address]. Any individual who is subject to, witnesses, or becomes aware of alleged sexual harassment may also submit an anonymous report at [website or other means].

**Allegations that an employee of the District has engaged in sexual harassment toward a student must be immediately reported or referred to the District's designated Level 1 Investigator, and must be handled in accordance with 281 Iowa Administrative Code Chapter 102 (Procedures for Charging and Investigating Incidents of Abuse of Students by School Employees).** The Level 1 Investigator shall be responsible for complying with the requirements of Chapter 102, including with respect to reporting the alleged conduct to law enforcement or other appropriate state agencies. The Level 1 Investigator shall work with the District's Title IX Coordinator to determine how to preserve or restore the student's access to the District's education program and activities.

### **D. Amnesty for Complainants and Participants in Investigations**

The District will not pursue disciplinary action for improper possession or use of alcohol or other drugs against a student who reports in good faith an incident of sexual misconduct, or who participates in good faith in an investigation into an incident of sexual misconduct. The District may still notify the parent/guardian of the student(s) involved in such possession/use to promote the student safety and well-being or otherwise report such possession or use as required by law.

### **E. Retaliation Prohibited**

Retaliation against a person who makes a report or complaint of sexual harassment, or who assists, or participates in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believes they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator.

This Policy's antiretaliation protections do not apply to any individual who makes a materially false statement in bad faith in the course of any complaint, investigation, hearing, or other proceeding under this Policy. However, a determination that an individual made a materially false statement in bad faith must be supported by some evidence other than the determination of whether the Respondent violated this Policy alone. An individual who makes a materially false

statement in bad faith may be subject to discipline up to and including suspension or expulsion of a student or termination of an employee's employment.

## **F. Time Frames for Reporting and Response**

The District strongly encourages prompt reporting of complaints and information. While there is no time limit in invoking this Policy in responding to complaints of alleged sexual harassment, a complaint should be submitted as soon as possible after the event takes place in order to maximize the District's ability to respond promptly and equitably.

The District may not be able to fully investigate a formal complaint against an individual who is no longer affiliated with the District. Under those circumstances, the District will still consider whether it can offer supportive measures to the Complainant or proceed under another applicable law, policy, procedure, handbook provision, or rule.

In all cases, the District will conduct a prompt and equitable investigation of allegations of sexual misconduct. Generally the District will attempt to complete the investigation and make a determination regarding responsibility within forty-five (45) calendar days of receipt of a formal complaint. However, the District may alter or extend this time with notice to both parties. The time it takes to complete the resolution of a sexual harassment complaint may vary based on the complexity of the investigation and the severity and extent of the alleged conduct, as well as on whether there is a parallel criminal investigation, or if school breaks occur during the process.

## **VI. PROCESS FOR RESPONDING TO REPORTS OF SEXUAL HARASSMENT**

### **A. Initial Meeting with the Complainant**

Upon receipt of any report of sexual harassment occurring in the District's educational program or activity, the Title IX Coordinator or designee will schedule a meeting with the Complainant in order to provide the Complainant a general understanding of this Policy and to identify forms of supportive measures available to the Complainant with or without the filing of a formal complaint, and to explain the process for filing a formal complaint. The intake meeting may also involve a discussion of any specific supportive measures that may be appropriate.

At the initial intake meeting with the Complainant, the Title IX Coordinator or designee will seek to determine how the Complainant wishes to proceed. The Complainant may opt for: (1) informal resolution; (2) formal resolution; or (3) not proceeding. Supportive measures may still be offered whether or not the Complainant chooses any of these options.

If the Complainant wishes to proceed with either informal or formal resolution, a written document must be filed by the Complainant or signed by the Title IX coordinator alleging

harassment against a respondent (the “formal complaint”). Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not the complainant or otherwise a party to a complaint proceeding under this Policy.

## **B. Informal Resolution**

Upon filing of a formal complaint, a Complainant who does not wish to pursue formal resolution may request a less formal proceeding, known as “Informal Resolution.” Informal resolution is available to the parties any time prior to a determination of responsibility being issued.

Informal resolution is a voluntary process that requires the written consent of the Complainant and Respondent. The District will not require the parties to participate in the Informal Resolution process as a condition of enrollment, employment, or of any other right conferred by the District. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk for others in the District community to determine whether informal resolution may be appropriate. Informal Resolution will **never** be used to resolve allegations involving an employee sexually harassing a student.

The Title IX Coordinator will provide the parties with a written notice setting forth the allegations, the requirements of the informal resolution process set forth in this Policy, the right of any party to withdraw from the informal process and proceed with the formal grievance process at any time prior to agreeing to a resolution; and any consequences resulting from the participation in the informal process, including the records that will be maintained or could be shared by the District.

Upon receipt of written consent from the parties to participate in informal resolution, the Title IX Coordinator will consult separately with the Complainant and Respondent and gather additional relevant information as necessary. The Title IX Coordinator may also put in place any appropriate supportive measures to protect the educational and work environment of the parties.

The Title IX Coordinator will work with parties to determine a mutually acceptable resolution to the complaint. This resolution will be reduced to writing and signed by the Complainant and the Respondent. Once signed, the written resolution becomes final and neither party can initiate the formal grievance process for the allegations in the formal complaint. The written resolution is not subject to appeal.

Either party may, at any time prior to signing an informal resolution agreement, elect to end the informal resolution process and initiate formal resolution instead.

In order to promote honest, direct, communication, information disclosed during informal resolution will remain confidential, except where disclosure may be required by law or authorized in connection with duties on behalf of the District.

### **C. Formal Resolution**

Upon submission of a formal complaint, Complainant may elect to pursue a formal resolution, which is described more specifically in this section.

#### **1. Consolidation of Complaints**

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations arise out of the same facts or circumstances.

#### **2. Required Notices**

**Notice of Investigation.** If a Complainant elects to pursue a formal complaint, the Title IX Coordinator or designee will provide a written Notice of Investigation simultaneously to both parties notifying the parties of:

- the identities of the parties involved in the incident;
- the conduct alleged;
- the date and location of the incident;
- Respondent's entitlement to a presumption of innocence;
- The parties' rights to have an advisor of their choice at the party's expense, who may be an attorney;
- The parties' rights to review and comment on investigative evidence; and
- The effect of making materially false statements in bad faith during this process.

If, during the course of investigation, the District determines that additional allegations will be investigated as part of the pending complaint, the Title IX Coordinator or designee will provide written notice of the additional allegations to any identified Complainant(s) or Respondent(s).



**Notice of Interviews, Hearings, or Other Meetings.** The Title IX Coordinator shall provide to Complainant and Respondent a written notice of the date, time, location, participants, and purpose of any interview, hearing, or meeting with sufficient time for the party to prepare.

### **3. Dismissal**

The District shall dismiss any formal complaint made under this Policy if at any time it determines that it lacks jurisdiction under Title IX because the conduct alleged in the formal complaint:

- Would not constitute sexual harassment as defined in Section II of this policy, even if proved,
- Did not occur in the District's education program or activity; or
- Did not occur against a person in the United States.

The District, in its sole discretion, may dismiss any formal complaint under this Policy if at any time:

- The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- The Respondent is no longer enrolled in or employed by the District; or
- Specific circumstances exist that prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. Examples include, but are not limited to, a significant passage of time from the date of the allegation(s) in the complaint to the date the complaint is filed that makes investigation impracticable, or where the Complainant has stopped participating in the process.

Dismissal of a complaint from proceeding under this Policy does not preclude the District from offering supportive measures to any party or from proceeding under any other applicable policy, procedure, rule, or handbook provision applicable to students and/or employees of the District.

Upon dismissal of any formal complaint under this section, written notice of this dismissal and the reason(s) therefor will be provided simultaneously to Complainant and Respondent.

### **4. Investigation**

The Title IX Coordinator shall designate an Investigator to conduct an investigation into any formal complaint. The Investigator must be appropriately trained in conducting Title IX investigations, unbiased, and have no conflict of interest in the present case. The Investigator serves as a neutral fact-finder, and shall interview both parties, relevant witnesses, and gather and review evidence relevant to the outcome of the complaint.

The burden of proof and the burden of gathering sufficient evidence to reach a determination of responsibility rests with the District and not with the parties. Both parties will have an equal

opportunity to present witnesses and other evidence (both inculpatory and exculpatory) to the Investigator. Neither party will be restricted in their ability to discuss the allegations or to gather and present relevant evidence; provided, however, that such communications shall not constitute harassment or retaliation against any party other otherwise violate applicable law, rule, or regulation.

The Investigator will evaluate all relevant evidence, both inculpatory and exculpatory, and will not make credibility determinations based solely on a person's status as complainant, respondent or witness.

The Investigator will only access, consider, disclose, or otherwise use a party's treatment records made or maintained by a health care provider, or other records protected under a legally recognized privilege, with that party's voluntary, written consent.

Prior to completion of the Investigative Report, the Investigator will provide each party with copies of any evidence obtained by the Investigator that is directly related to the allegations in the complaint. Both parties will have ten (10) calendar days to submit a written response to the evidence to the Investigator. By accepting receipt of this information, the parties and their representatives, if any, agree that the use or dissemination of evidence for any purpose other than those directly related to the parties' participation in the Title IX grievance process is prohibited and may result in appropriate discipline in accordance with District policy.

## **5. Investigative Report**

After conducting the investigation, the Investigator will complete an investigative report that summarizes all relevant evidence, including statements and interviews with the parties and any witnesses, and any documents, records, photographs, recordings, or other evidence obtained by the investigator.

The investigative report will be distributed simultaneously to both of the parties at least ten (10) calendar days prior to a Determination of Responsibility being made.

## **6. Determination of Responsibility**

The Decision-Maker is responsible for determining whether the conduct alleged in the complaint constitutes a violation of this Policy and any other applicable District policies, procedures, handbook provisions, or rules. The Decision-Maker shall be [REDACTED] or his/her designee. The Decision-Maker shall not be the Title IX Coordinator or Investigator, and must be impartial and unbiased, have no conflict of interest in the particular case, and have training required by Title IX and this policy.

After receipt of the investigative report and prior to reaching a decision, each party shall be permitted to submit to the Decision-Maker relevant questions to be asked of the other party and/or any witnesses, including those challenging the credibility of the party or witness. The

Decision-Maker shall review the questions with the party or witness to whom the questions are directed, but shall not ask any questions that are irrelevant or improperly inquire about the Complainant's sexual predisposition or past sexual conduct (other than where the incidents occurred between the Complainant and Respondent and are asked for purposes of demonstrating consent, where applicable). The Decision-Maker will provide a written explanation to the party of why any question was excluded. The Decision-Maker shall provide the responses of the party or witness in writing to both parties. The parties shall be provided with an opportunity for limited additional follow-up questioning.

If any party or witness does not cooperate with responding to these questions, the Decision-Maker will not rely on any statement of that party or witness in reaching a determination of responsibility. The Decision-maker cannot draw an inference about responsibility based solely on a party's or witness's refusal to answer questions.

## **7. Standard of Proof and Determination**

The determination of whether or not a violation of this Policy occurred will be made on the preponderance of the evidence, or whether it is more likely than not that the Respondent violated this Policy.

## **8. Sanction**

Sanctions and remedies will be determined on a case-by-case basis by the Decision-Maker, where authorized to do so. Where applicable federal or state law, Board policy, contract, handbook provision, or other rule gives authority for issuing of a particular sanction to a different District decision-making body (e.g., school board, IEP team) the Decision-Maker will recommend sanctions to that decision-making body or official, or the Board for further action.

Sanctions may include, but are not limited to a written warning, suspension or expulsion of a student, or suspension or termination of an employee's employment with the District. The Decision-Maker may impose or recommend any sanction that it finds to be fair and proportionate to the violation and in accordance with Board Policy.

Remedies may include, but are not limited to, offers of counseling, training, changes or modifications to class or work schedules or assignments, provision of additional supervision, and other actions as deemed appropriate under the circumstances present in the case. The Title IX Coordinator shall be responsible for implementing any proposed remedies.

## **9. Written Determination Regarding Responsibility**

The Decision-Maker will issue a written determination regarding responsibility, which shall be determined by a preponderance of the evidence. The written determination will include:

- Identification of the allegations;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including notifications to the parties, interviews, site visits, methods used to gather other evidence, and hearings held (if applicable);
- Findings of fact;
- Conclusions regarding the application of this Policy and any other relevant District policy, procedure, handbook provision, or rule to the facts;
- A statement of and rationale for the Decision-Maker(s) determination regarding responsibility for each allegation;
- A statement of and rationale for any disciplinary sanctions that will be imposed on Respondent, if applicable;
- A statement of and rationale for any remedies the District will provide to restore or preserve Complainant's access to the District's educational program or activity, if applicable; and
- A statement of the District's appeal policy and procedures.

The Decision-Maker will provide the written determination to the parties simultaneously. The written determination shall be final, subject to the parties' right to appeal in Section 10, below.

## **10. Appeals**

Within five (5) calendar days of delivery of the written determination to them, either party may appeal the dismissal of a formal complaint, or the Decision-Maker's written determination and/or any sanction imposed by the Decision-Maker to the Title IX Coordinator or her/his designee. Such appeals will be in writing and will be delivered to The Title IX Coordinator or her/his designee, who will deliver the appeal to the Appeal Decision-Maker. The Appeal Decision-Maker or her/his designee will determine if the written determination will be stayed pending the outcome of the appellate decision. Appeals will be limited to any of the following bases:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the written determination was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter.

The Title IX Coordinator or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written determination. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal.

Except as required to explain the basis of new information, an appeal will be limited to a review of the written record of the investigation, the written determination, and the parties' written statements on appeal.

The Appeal Decision-Maker or her/his designee may affirm, reverse, or modify the written determination and/or sanctions imposed, or may remand to the Investigator or Decision-Maker for further action. A written appeal decision will be issued simultaneously to the parties describing the result of the appeal and the rationale therefor. The written appeal decision of the Appeal Decision-Maker or her/his designee is the final decision of the District, and no further appeals are permitted under this Policy.

### **C. Complainant Does Not Wish to Pursue Resolution or Requests Confidentiality**

If the Complainant does not wish to pursue formal or informal resolution and/or requests that his or her report remain confidential, the Title IX Coordinator or designee will inform the Complainant that the District's ability to respond to the alleged sexual harassment may be limited. The Title IX Coordinator or designee may weigh the Complainant's request against the following factors:

- The seriousness of the alleged sexual misconduct,
- Whether there have been other complainants of sexual misconduct against the same Respondent, and
- The Respondent's right to receive information about the allegations, including the name of the complainant.

The Title IX Coordinator will only initiate a formal complaint under these procedures against the wishes of the Complainant where required by federal or state law, regulation, or rule, or where doing so is not clearly unreasonable based on known circumstances, based on the potential impact to the District community if the allegations were true.

The Title IX Coordinator or designee will inform the Complainant if the District cannot ensure confidentiality. Even if the District cannot take disciplinary action against the Respondent because the Complainant insists on confidentiality or that the complaint not be resolved, the District reserves the authority to implement supportive measures or other appropriate actions to promote a safe learning environment for the complainant and/or the entire District community.

### **D. Advisors**

Complainants and Respondents have equivalent rights to be accompanied at any stage of the process by an advisor of their choice, who may be a parent or guardian, union representative (where applicable), other support person, or an attorney at the party's sole expense. Advisors may not answer questions on behalf of any party or otherwise participate in any interview or meeting, other than to confer with the party they are supporting/representing.

## **E. Supportive Measures**

The District may implement supportive measures to preserve or restore the Complainant's access to the District's education program or activity. Supportive measures will be individualized, provided at no cost to the parties, and are non-disciplinary in nature.

Supportive measures may include, but are not limited to:

- Counseling,
- Extension of deadlines or other course-related adjustments,
- Modifications of work or class schedules,
- Mutual restrictions on contact between the parties,
- Leaves of absence,
- Increased security and monitoring,
- Increased supervision and/or escort services, and/or
- Other similar measures.

The District may temporarily remove a student accused of violation this policy on an emergency basis, following an individualized safety and risk analysis that finds an immediate threat to the physical safety of any individual. Any student so removed will be provided with notice and an opportunity to challenge this action immediately following the removal, and any other rights conferred by law. Emergency removals must be consistent with other applicable laws. The District, in its sole discretion, may place an employee accused of violating this policy on administrative leave pending the outcome of the informal or formal complaint process.

## **VII. RESOURCES AND SERVICES FOR STUDENTS AND EMPLOYEES**

There are resources available to individuals regardless of whether or not they choose to report a violation of this Policy to the District or local law enforcement. Any person may obtain information about services and supports offered to students and employees by contacting the District's Title IX Coordinator.

### **A. Community Resources**

There are resources in the community where an individual may seek support outside of the District. Use of any of these services is solely at the discretion of the individual. The District does not make any representations regarding the effectiveness or appropriateness of any of these resources, and does not assume responsibility, financial or otherwise, for these resources.

[insert name and contact info for any community resources]

### **B. External Reporting Resources**

A Complainant may choose to file a complaint with the state and federal agencies listed below.

**Office for Civil Rights  
(OCR) – Chicago Office**

U.S. Department of  
Education  
Citigroup Center  
500 W. Madison Street,  
Suite 1475  
Chicago, IL 60661  
Phone: (312) 730-1560  
Fax: (312) 730-1576  
TDD: (877) 521-2172  
Email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)  
Web: [www.ed.gov/ocr](http://www.ed.gov/ocr)

**Equal Employment  
Opportunity Commission  
(EEOC)**

Reuss Federal Plaza  
310 W. Wisconsin Avenue,  
Suite 800  
Milwaukee, WI  
53203-2292  
Phone: (800) 669-4000  
Fax: (414) 297-4133  
TTY: (800) 669-6820  
Web: [www.eeoc.gov/](http://www.eeoc.gov/)

**Iowa Civil Rights  
Commission (ICRC)**

Grimes State Office  
Building  
400 E. 14th Street  
Des Moines, IA 50319  
Toll free: (800) 457-4416  
Phone: (515) 281-4121  
Fax: (515) 242-5840  
TDD: (877) 521-2172  
Web:  
<https://icrc.iowa.gov/>

### **VIII. PREVENTION, TRAINING, AND POLICY COMMUNICATION**

The District is committed to education, communication, and training of students and employees in order to prevent sexual harassment and to assure an appropriate response when incidents occur. The District will provide information to students and employees on:

- The definitions of sexual harassment;
- District procedures for responding to incidents of sexual harassment; and
- Employee obligation to report any sexual harassment of which the employee becomes aware.

The District will also ensure that individuals who serve as Title IX Coordinators, Title IX Investigators, Decision-Makers, Appeal Decision-Makers, and facilitators of the informal resolution process have adequate training as required by Title IX.

### **IX. RECORDKEEPING**

The District will maintain the following records for seven years:

- Each sexual harassment investigation, including determinations, audio or video recordings, disciplinary sanctions, and any remedies provided to the Complainant;
- Any appeal and the result therefrom;
- Any informal resolution; and

- Materials used by the District to train Title IX Coordinators, investigators, decision-makers, and those who facilitate informal resolution under this Policy.

Additionally, the District will create and maintain for seven years:

- Any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment;
- Documentation of the basis for the District's conclusion that its response to any such report or complaint was not deliberately indifferent;
- Documentation that the District has taken measures designed to restore or preserve access to the District's educational program or activity;
- Where no supportive measures are provided to Complainant, documentation of why it was not clearly unreasonable to do so.



**[NAME] Community School District**

**Title IX Form Bank**

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## Formal Complaint of Sexual Harassment

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of individual(s) who engaged in the conduct alleged below:

Describe the conduct that led to this complaint (attach additional pages if needed):

Date(s) of each incident:

Location(s) of each incident:

Names of possible witnesses:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Reporting Form for Individuals to Report Sexual Harassment

Name of individual filing this report: \_\_\_\_\_

Date: \_\_\_\_\_

Were you the target of the conduct alleged in this report?

If no, who was the target of the conduct alleged in this report?

Name of individual who engaged in the conduct alleged below:

Describe the conduct that led to this complaint (attach additional pages if needed):

Date(s) of each incident:

Location(s) of each incident:

Names of possible witnesses:

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Notice of Investigation to Complainant

[To be provided by Title IX Coordinator to Complainant at the initiation of an investigation]

[Date]

Dear [Complainant's Name],

The [NAME] Community School District received your complaint alleging that [Respondent's name] (the "Respondent") engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, you submitted a complaint alleging that the Respondent [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy Respondent is alleged to have violated is [insert all applicable policy names/numbers – including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged – e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [NAME(s)] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

The Respondent is entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Respondent throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your

behalf. Any individual who believes they have been retaliated against for participation in this process should immediately report it to \_\_\_\_\_.

You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.

I understand this is a lot of information. Please let me know if you have any questions at any point during the process.

Sincerely,

\_\_\_\_\_

Title IX Coordinator

[NAME] Community School District

[CONTACT INFORMATION FOR TIX COORDINATOR]

## Notice of Investigation to Respondent

[To be provided simultaneously by Title IX Coordinator to Respondent upon initiation of investigation]

[Date]

Dear [Respondent's Name],

The [NAME] Community School District received a complaint alleging that you engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, [name of complainant] (the "Complainant") submitted a complaint alleging that you [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy you are alleged to have violated is [insert all applicable policy names/numbers – including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged – e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [NAME(s)] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

You are entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Complainant throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your

behalf. Any individual who believes they have been retaliated against for participation in this process should immediately report it to \_\_\_\_\_.

You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.

I understand this is a lot of information. Please let me know if you have any questions at any point during the process.

Sincerely,

---

Title IX Coordinator

[NAME] Community School District

[CONTACT INFORMATION FOR TIX COORDINATOR]

## Notice of Interview

[to be provided to complainant(s) and respondent(s) prior to any interview or other meeting with sufficient time to prepare for the interview/meeting]

[Date]

Dear [name of party]:

As you know from the Notice of Investigation, the District is conducting an investigation into a complaint of sexual harassment in which you are named as a party.

You will be interviewed by the District's Investigator(s), [insert investigator(s) names] at [location], on [date] at [time]. The purpose of this interview is to ask you questions about what you know or may know about the allegations in the complaint, including identifying and producing any relevant evidence and witness names for the Investigator's consideration.

The individuals present at this interview will be yourself, the Investigator, [include any other names of anticipated attendees, if any]. You are entitled to be accompanied by a support person, advocate, or attorney, at your own expense. However, any person accompanying you may not participate in the interview, answer questions on your behalf, or question the Investigator about any matter.

If you have any questions, please let me know.

Sincerely,

---

[name and title of Title IX Coordinator or Investigator]  
[contact information]



## **Witness Disclosure Form [*OPTIONAL but not required*]**

### **Introductory Overview**

A complaint has been made and an investigation is being conducted pursuant to District policy and practice. You have been identified as a potential witness. The purpose of the interview today is for designated investigator to ask you questions and gather information. This document provides you with a summary of the District's expectations for you in this process.

### **Duty to Cooperate and be Honest**

The District fully expects all students and employees to be cooperative, honest, and forthright to help the District reach a fair and reasonable outcome. Failure to honestly cooperate in an investigation may result in disciplinary action.

### **Confidentiality**

Confidentiality is an important part of the complaint process. Any individual participating in the complaint process as a witness is expected to respect the confidentiality of the process. The District expects you to keep confidential everything discussed during your interview.

If, after your interview, you recall or learn of more information that you think may be helpful to the investigation, contact \_\_\_\_\_.

The District cannot promise you confidentiality, but we will only disclose information on a need to know basis consistent with federal and state law and District policy and procedures.

### **No Retaliation**

Retaliation against persons filing conduct complaints and/or witnesses participating in the investigation of conduct complaints is strictly prohibited by District policy and federal and state law. Retaliation occurs when an individual who participated in the District's process is subjected to any conduct or action because of their participation that would make a reasonable person unwilling to participate in the District's process in the future. Please immediately inform \_\_\_\_\_ if you feel retaliation has occurred.

I acknowledge that I have received and read the above disclosures and that I understand the District's expectations of me:

---

Witness Signature

Witness Name

Date

## Title IX Investigation Report Form

[to be completed by Title IX Investigator(s)]

**Name of Investigator:**

**Date of report:**

**Scope of investigation:** This investigation considered claims made by [Complainant name and role (student, employee, etc.)] (the “Complainant”) as to whether or not [Respondent name and role] (the "Respondent”) has violated District policy no. [insert name and title of Title IX and other applicable policies].

This report will only provide a summary of the facts as determined by the investigator and is not a final determination of the allegations.

**Jurisdiction:** [state whether the evidence shows that the District exercises substantial control over both the Respondent and the circumstances under which the alleged sexual harassment occurred – if not, then the complaint must be dismissed from the Title IX process, and can be handled under any other applicable District policy or procedure].

**Parties (list all):**

Complainant- NAME

Respondent – NAME

**Nature of Alleged Conduct Constituting Sexual Harassment:**

**Procedural history:**

- A report was made to the District by \_\_\_\_\_ on [date]. A formal complaint was provided by the Complainant to the Title IX Coordinator on [date].
- The Title IX Coordinator assigned this Investigator on [date] to conduct an investigation into the formal complaint. Notices of Investigation were provided to both parties on [date].
- This Investigator interviewed the following individuals:
  - Complainant – name and date of interview
  - Respondent – name and date of interview
  - Any witnesses – names and dates of interview
- This Investigator also reviewed the following evidence:
  - List of any documents, videos, photos, or other evidence provided by any party or witness
- On [date not less than 10 days before the date of this report], this Investigator provided Complainant and Respondent with copies of all evidence obtained by this Investigator. Complainant and Respondent had an opportunity to provide a written response to this evidence, prior to the Investigator completing this Investigation Report. [Indicate whether each party did or did not provide a written response].
- [include any other procedural steps, including if there have been significant delays in the process or other unexpected events]

**Summary of Interviews:**

Complainant Interview:

Witness A interview:

Witness B interview:

Respondent Interview:

**Summary of Other Evidence Received:**

**Feedback from Parties following Receipt of Evidence Directly Relating to Complaint:**

**Investigator's Observations Regarding Credibility of Parties and Witnesses:**

***Note: Investigator's Observations Regarding Credibility of Parties and Witnesses is optional but not required. Ultimately the decision-maker's job, but the investigator has the ability to observe firsthand so might be helpful to decision-maker. REMOVE this note once a decision has been made, prior to publishing.***

This report will be provided to the Title IX Coordinator, Complainant and Respondent (and any advocate or attorney for each), and \_\_\_\_\_, who has been designed as the Decision-Maker for this Complaint.

Sincerely,

\_\_\_\_\_

[Name, title], Investigator

## Decision on Formal Complaint

[to be completed by decision-maker]

**Name of Decision-Maker(s):**

**Date of Determination:**

**Names of Parties to the Complaint:** [Complainant(s) and Respondent(s)]

**List the allegations in the complaint:**

**Procedural history:** [A description of the procedural steps taken from the receipt of the formal complaint through the determination of responsibility – can use what is in the investigation report as a starting point in addition to the following:]

- The parties were provided the investigation report on [date – at least 10 days prior to date of this determination]. The parties had an opportunity to submit written response to the investigation report for consideration prior to this decision-maker reaching a determination regarding responsibility. [indicate whether each party did or did not submit a written response].
- The parties had an opportunity to submit written questions to be asked of the other party and any witnesses. The decision-maker asked all relevant questions and provided the responses to those questions to the parties. The parties had a limited opportunity for follow-up questions [if applicable].
- The decision-maker considered all available, relevant evidence prior to reaching the determination(s) contained in this report.

**Findings of fact for each allegation:**

Statement of undisputed material facts:

Findings on disputed material facts:

**Conclusions:** [Conclusions for each allegation regarding the application of this Policy and any other relevant District policy, procedure, handbook provision, or rule to the facts. Include a statement of whether each allegation is founded or unfounded, and rationale for this determination]

**Sanctions:** [Include any sanctions that will be imposed (or recommended if outside the authority of the decision-maker) on respondent, if any, and a rationale therefor]

**Remedies:** [include any remedies the District will provide to restore or preserve Complainant's access to the District's educational program or activity, if applicable, and a rationale therefor]

**Appeal Procedures:** Within five (5) calendar days of delivery of the written decision to them, either party may appeal this decision and/or any sanction imposed herein to \_\_\_\_\_ or her/his designee. Such appeals will be in writing and will be delivered to the \_\_\_\_\_ or her/his designee. The \_\_\_\_\_

or her/his designee will determine if the written decision will be stayed pending the outcome of the appellate decision. Appeals will be limited to any of the following bases:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the written decision was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter.

The \_\_\_\_\_ or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written decision. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal.

**Retaliation:** Retaliation against a person who reports sexual misconduct, assists someone with a report of sexual misconduct, or participates in any manner in an investigation or resolution of a sexual misconduct report is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator, [insert name and contact information for Title IX Coordinator].

Sincerely,

---

[name(s) and title(s) of decision-maker(s)]

Date

## Appeal Form

[to be filled out by a party wishing to appeal the initial determination/sanction]

Name of Appealing Party:

Role in complaint: [Complainant or Respondent]

Date:

I, \_\_\_\_\_, hereby appeal the written decision on the grounds that (check at least one):

\_\_\_ A procedural irregularity affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):

\_\_\_ New evidence was not reasonably available at the time the written decision was issued that could affect the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):

\_\_\_ The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):

I hereby affirm that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of appealing party

## Notice of Appeal

[to be provided simultaneously to both Complainant and Respondent]

[date]

Dear [party name]:

This is a notice that a timely appeal has been filed by [name of appealing party] challenging the decision issued by [name and title of initial decision-maker] in the formal sexual harassment complaint made by [Complainant's name] against [Respondent's name].

This appeal alleges that [state the basis for appeal provided on the appeal form and briefly summarize the allegations of the appealing party].

This appeal will be reviewed by [name and title of appeal decision-maker]. You have the right to provide a written statement to [the appeal decision-maker] in support of, or challenging, the written decision. Please submit your written statement [indicate whether in-person, email, or other] within five (5) calendar days of the date of this letter.

If you have any questions, please let me know.

Sincerely,

---

[name, title, contact information]

## Determination on Appeal

[to be delivered simultaneously to both Complainant and Respondent]

[date]

Dear [party name]:

I have carefully considered the appeal filed by [name of appealing party], challenging the written decision on the complaint of sexual harassment made by [complainant's name] against [respondent's name].

Based on my review of this matter, it is my determination that the decision should be [affirmed – OR- reversed – OR – modified as follows... - OR – this matter should be remanded back to the investigator or decision-maker to take the following actions...]. I reached this determination [for the following reason(s) – brief description of rationale]. Pursuant to District policy, this decision is final and is not subject to further appeal.

Retaliation against any individual who files or otherwise participates in bringing a complaint is strictly prohibited under federal and state law, as well as District policy. Founded acts of retaliation will result in disciplinary action up to and including termination. Any individual who believes they have been retaliated against for participation in this process should report any concerns immediately to

\_\_\_\_\_.

Sincerely,

\_\_\_\_\_

[Name and Title of Appeal Decision-Maker]



## Informal Resolution

[to be provided to Complainant and Respondent by Title IX Coordinator]

[date]

Re: Informal resolution of complaint involving [complainant's name] and [respondent's name]

Dear [party name]:

This letter sets forth information about the District's informal resolution process. If both parties consent, this process may help you reach a mutually acceptable resolution to the formal complaint.

The formal complaint made by [complainant's name] alleges that [respondent's name] [include the allegations in the formal complaint].

To resolve this complaint, the Title IX Coordinator will meet separately with each party to gather information relevant to the complaint and discuss possible ways to resolve the complaint. If the parties agree to a resolution, the Title IX Coordinator will draft a resolution agreement to be reviewed by both parties. Each party may sign the resolution agreement if they voluntarily agree to the terms. Once the agreement is signed by each party, it is final and is not subject to appeal.

Either party may withdraw from informal resolution at any point prior to signing the resolution agreement. The Complainant may then decide whether to proceed with the formal grievance process under District policy (including investigation and determination of responsibility) or to withdraw the formal complaint. Supportive measures may be provided during informal resolution, during a formal grievance, and/or after the formal complaints is resolved, dismissed, or withdraw.

The Title IX Coordinator will retain a copy of the formal complaint and any resolution agreement for a period of seven (7) years following the closure of the complaint. In order to promote honest, direct, communication, information disclosed during informal resolution will remain confidential, except where disclosure may be required by law or authorized in connection with duties on behalf of the District.

If you have any questions, please let me know. Otherwise, if you voluntarily agree to participate in the informal resolution process, please sign below.

Sincerely,

---

[name], Title IX Coordinator

**By signing below, I, [party name], hereby knowingly and voluntarily agree to participate in informal resolution to the complaint identified above.**

---

Signature

Date

## Notice of Dismissal

[to be provided simultaneously to Complainant and Respondent upon dismissal of a formal complaint]

[date]

Dear [party name]:

This letter hereby notifies you that the sexual harassment complaint filed on [date] is being dismissed by the District for the following reason [check one]:

- \_\_\_\_\_ The conduct alleged in the complaint would not constitute sexual harassment as defined in Section II of this policy, even if proved;
- \_\_\_\_\_ The conduct alleged not occur in the District's education program or activity; or
- \_\_\_\_\_ The conduct did not occur in the United States.
- \_\_\_\_\_ The Complainant notified the Title IX Coordinator in writing that the Complainant wished to withdraw the formal complaint or any allegations;
- \_\_\_\_\_ The Respondent is no longer enrolled or employed by the District; or
- \_\_\_\_\_ Specific circumstances exist that prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. These circumstances are:

\_\_\_\_\_.

This dismissal may be appealed by submitting a written appeal to [name, title, contact information of designated appeal decision-maker] within five (5) calendar days of the date of this Notice of Dismissal. Appeals are limited to the following grounds:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time this dismissal was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter.

Even after dismissal of a formal complaint from the District's Title IX grievance process, the District may still (1) offer supportive measures to either party and/or (2) investigate and resolve the complaint under any other applicable District policy or process. You will be notified if the District intends to take further action on this complaint.

If you have any questions, please let me know.

Sincerely,

\_\_\_\_\_  
[Name, title, contact information for Title IX Coordinator]

## Documentation of District Response

[to be completed and maintained by Title IX Coordinator for 7 years for record-keeping purposes]

[date]

### Complaint Information:

Complainant name:

Respondent name:

Was a formal complaint filed?

If so, on what date?

### District Response:

Were supportive measures provided to Complainant? If so, list all supportive measures that were provided.

If not, please explain why it was not clearly unreasonable for the District not to provide Complainant with supportive measures.

What other steps were taken in response to the report or formal complaint? E.g., resolved through informal resolution, resolved through formal grievance process (indicate whether founded or unfounded).

What sanctions were issued as a result of the report or formal complaint, if any?

What remedies were issued as a result of the report or formal complaint, if any?

In light of the above, do you believe the District's response was not deliberately indifferent? Briefly explain.

---

[Name], Title IX Coordinator

Date