activities programs. The only exception to the use of passes occurs when Red Oak hosts any State of lowa sponsored activity or any Hawkeye 10 Conference activity that excludes the use of passes. The Director of Activities will provide information about this benefit prior to the start of any school year.

# **Employee Communications and Community Partnerships**

Communication is a key to the success of Red Oak CSD employees, students, parents, and the community as a whole. The most important tool used in Red Oak Schools for communication is the district's website: <a href="www.redoakschooldistrict.com">www.redoakschooldistrict.com</a>. Secure portals concerning the operations of the school district are available for district employees to read and interact. Each district employee is assigned an email address and is expected to use it to stay informed and to communicate both internally and externally.

Community relations are a vital component to the success of the school district. The Red Oak School District is committed to the two-way communication process and encourages its employees to build strong links within the Red Oak community. Some examples of existing formal school/community partnerships include the local media (the Red Oak Express and Radio Station KCSI/KOAK), the Red Oak Ministerial Association, the Montgomery County YMCA, the Red Oak Chamber and Industrial Association, the Red Oak Education Foundation, the Red Oak FFA Alumni Association, the Y.E.S Mentoring Program, the Inman and Washington Schools Parent Teacher Organizations, the Red Oak Music Boosters, the Tag-A-Long Organization at Red Oak High, and the Wilson Performing Arts Association.

#### Facility Use and Scheduling

District employees may use school facilities at no charge unless the activity planned needs custodial assistance for which a fee will be charged to cover the district's cost. Facilities may be used as long as the planned activity does not interfere with the district's educational and activity programs. Complete guidelines can be found in Board Policy 905.1. The contact for the use of district facilities is Mrs. Deb Drey, Human Resources at the District Office.

# Food Service

All staff are welcome to purchase a meal or a la carte items during scheduled meal hours. Meal hours vary per building. Purchases are made using a computerized meal account system. Most staff members are assigned an ID number that corresponds to their lunch account. The account is a debit system; therefore, funds must be in the account prior to making a purchase. Payments to accounts are accepted at all school offices. If there are insufficient funds in the account, staff will not be able to make food purchases.

# Information Services through Technology

The Technology Department provides students and staff with voice and data communications, computer-based services and various job-related computer training and information. More detail about the use of technology is found on pages 17 - 23 of this manual. Questions regarding any aspect of information services can be directed to Mr. Bob Deter, Director of Technology, Red Oak CSD, 712.623.6600, ext. 5011 or through the department portal at www.redoakschooldistrict.com.

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# Employment Policies for the Red Oak Community School District

#### **Equal Employment Opportunity**

The Red Oak Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and lowa Department of Education for the position for which they apply. The Red Oak Community School District does not discriminate in any manner contrary to law or justice on the basis of age, culture, religion, color, ethnicity, race, national origin, gender, sexual orientation, language, disability, economic status, creed, marital status, handicap, military membership, veteran status, ancestry, or political affiliation. At the same time, the District appreciates its right and duty to seek and retain personnel who will make a positive contribution to its goals and mission in order to enhance the development of student achievement and potential. Reasonable workplace accommodations will be made, upon request, for employees with disabilities. Employees with requests, concerns and/or complaints regarding disability and/or veteran's status should contact the human resources staff at the District Administrative Center, Technology Building.

Prior to a final offer of employment for any position, the school district will perform criminal, child abuse and sexual abuse background checks. The district may determine on a case-by-case basis that, based on the duties, some positions within the district will require more thorough background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Superintendent of Schools, Red Oak Community School District, Administrative Center, 2011 N 8th Street, Tech Bldg., Red Oak, Iowa, 51566.

#### **Americans with Disabilities Act**

The Red Oak Community School District complies with the letter and the spirit of the Americans with Disabilities Act of 1990 (ADA) and the protections provided to individuals with disabilities. The ADA prohibits employment discrimination against "qualified individuals with disabilities." The Red Oak Community School District is committed to provide reasonable accommodations to its employees and applicants for employment in order to assure that individuals with disabilities enjoy full access to equal employment opportunity. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. In accordance

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with the American's with Disabilities Act (ADA), ADA Amendments Act of 2008 (ADAAA) accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants and employees.

An individual who needs a modified work environment as the result of a disability is encouraged to request a reasonable accommodation orally or in writing from his or her Supervisor or from Human Resources at the Tech Building. To enable the District to keep accurate records, employees requesting a reasonable accommodation will be required to submit medical verification for the need for the accommodation and may be required to sign an Authorization for Release of Medical Records to allow the District to communicate directly with the employee's health care providers. The Superintendent of Schools or his designee is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

It is the policy of the Red Oak School District to make a good faith effort to provide any "reasonable accommodation" necessary to ensure that an otherwise qualified individual may enjoy an equal employment opportunity. Examples of reasonable accommodation include job restructuring, job sharing, modified work schedules, ergonomic modifications or special equipment, a leave of absence, and, in certain circumstances, or a job transfer to a vacant position. In order to determine whether a reasonable accommodation exists to ensure that an employee may perform his/her job related responsibilities, the District may require that the employee and his/her treating health care providers submit medical information to the District for its consideration. The District will utilize such medical information to determine whether an accommodation exists to ensure that an employee may perform his/her job related responsibilities and to determine whether such accommodation is reasonable or poses a hardship on the District. In some cases, the District will provide an accommodation on a trial/temporary basis, in order to evaluate whether such accommodation is reasonable or whether it poses a hardship on the District.

In the case of communicable diseases such as the Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Tuberculosis, etc., the District's response and responsibility will be consistent with the spirit and letter of the Americans with Disabilities Act. The mere diagnosis of a communicable disease is not, in itself, a basis for the exclusion or dismissal of an employee. Nor will verbal and/or physical harassment of individuals so infected, or suspected of being infected, be tolerated. The District will afford every right and reasonable accommodation under the law those employees infected by a communicable disease, while at the same time adhering to prescribed health and safety guidelines for such diseases in order to assure and guarantee the rights of all members of the Red Oak School District community.

#### **Collective Bargaining**

The Red Oak Community School District believes that good management results in good employee relations. In recognizing the right of individuals to affiliate with labor organizations, the District does so without surrendering its right to manage. The management and administration of the District are vested exclusively with the Board of Directors, the Superintendent and his/her designated representatives. Employees belonging to a bargaining unit are subject to all Red Oak CSD rules and regulations. Where this manual conflicts with an applicable collective bargaining agreement provision (s), the collective bargaining agreement shall rule unless superseded by state or federal law.



#### Conflict of Interest

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

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent.

Questions about any potential conflict can be addressed in detail by consulting Board Policy Code No. 401.2 "Employee Conflict of Interest".

#### **Nepotism / Employment of Relatives**

More than one family member may be an employee of the school district. It is within the discretion of the superintendent to allow one family member employed by the school district to supervise another family member employed by the school district, subject to the approval of the Red Oak Board of Directors. The employment of more than one individual in a family is on the basis of their qualifications, credentials and records.

#### **Employment Opportunities**

Employees are encouraged to explore career development opportunities at the District. All employees are encouraged to gain the necessary skills, training, and work experience needed to qualify for advancement opportunities. Red Oak CSD believes in internal staff development and promotion from within whenever possible and practical. In all cases, the best-qualified candidate for the position will be selected as determined by the Superintendent and those assisting him. Position vacancies within the District are announced via email and on the district's website.

#### **Exit Interviews**

Exit interviews are scheduled for employees who leave the District. Employees are encouraged to provide candid comments and suggestions which can help to improve future District/employee relations and ultimately make the Red Oak Community School District a better place to work. If an in-person exit interview is not possible, a human resources staff member will mail an exit interview form to the departing employee for completion and return.

# **Immigration Law Compliance**

The Red Oak Community School District is committed to employing only those who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within ten working days of the employee's date of hire. Any employee with an expiring work authorization must renew the authorization, or the employee will be considered to have voluntarily resigned. Former employees who are rehired must also complete the form. All offers of employment are subject to the receipt of satisfactory evidence of an employee's authorization to work in the United States.



#### **New Employee Orientation Program**

Employees must know their role and duties. New employees may be required to participate in an orientation program. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by human resources staff at the Administrative Center. During orientation programs, information is shared regarding the mission and philosophy of the District, personnel policies, sexual harassment, benefits, and related items.

#### **Support Staff Probationary Period**

A newly employed support staff employee serves a probationary period for a designated period of thirty (30) days. "Day" is defined as one work day regardless of full-time or part-time status of the employee. New support staff employees, regardless of experience, are subject to this probationary period.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the school district during the school year prior to the one for which contracts are being issued.

#### Performance Reviews

To ensure that all employees perform their jobs to the best of their ability, the Red Oak Community School District has instituted a performance appraisal system which stresses the importance of employees being recognized for good performance and receiving appropriate suggestions for improvement as necessary.

For the professional staff, the requirements stated in the Master Contract between the Red Oak Education Association and the board regarding evaluation of employees will be followed.

For the support staff, the requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding evaluation of employees will be followed.

A copy of the formal evaluation shall be presented to the employee, and a conference regarding the written evaluation shall be held with the employee. Both parties shall sign and date the written evaluation report which indicates that the contents have been discussed and the meeting has taken place. No employee shall be required to sign a blank or incomplete evaluation form. The employee may attach a response to the evaluation within ten (10) working days following the conference with the employee's supervisor.

Each employee shall have the right to review evaluations contained in his/her evaluation file and to obtain copies of materials that are placed in the employee's personnel file.

The requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding support staff evaluations will be followed.

#### **Personnel Records**

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

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

Employees may have access to their personnel files, with the exception of confidential letters of reference, and copy items from their personnel files at a time mutually agreed upon between the Superintendent and the employee. A reasonable fee could be charged for copying of records.

#### Release of Employment Information

Information requests under the public records law shall be in writing and submitted to the Superintendent. The Red Oak Community School District shall allow persons to have access to district records in accordance with state law and established procedures. The Board Secretary/Business Manager shall serve as the legal custodian of records. The legal custodian may deny access to records in accordance with state law.

Individuals seeking job verifications and references should be referred to the Superintendent of Schools or his designee. Only factual, job-related information on current and former employees shall be released to individuals seeking job verifications and references. Before any district administrator or department director may provide an oral and/or written recommendation, notification must be given to the school superintendent or his designee in a timely manner.

# **Professional Associations**

The District encourages personal and professional development through membership in professional organizations.

Time off to attend meetings and reimbursements for the cost of meeting attendance may be approved by the sole discretion of your immediate supervisor and/or superintendent of schools dependent upon factors such as budget allowances and the relevance of the activity to the performance of job duties. Participation in these activities shall not interfere with tasks necessary for effective and responsible job performance.

# Professional Development

The District expects that employees will engage in continuous learning to further develop their professional skills and personal growth. The District strives to support the development of employees in a variety of ways. The Red Oak Board of Directors believes in and supports the concept of Professional Learning Communities. Professional Development Programming for the licensed professional staff is established, monitored, and funded through the Red Oak CSD Teacher Quality Committee.

#### Release of Credit Information

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This

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information will be released without prior written notice to the employee. Confidential information about the employee will be released to an inquiring creditor with a written authorization from the employee.

# Resignations

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board. The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school.

Support staff employees who wish to resign during the school year will give the board notice of their intent to resign and final date of employment and cancel their contract thirty (30) days prior to their last working day. Notice of the intent to resign will be in writing to the superintendent.

#### Early Retirement for the Professional Staff

The school district offers to teachers, early retirement incentives who are full-time licensed employees. Full-time licensed employees are licensed employees who are eligible for full insurance coverage under the requirements of the insurer and who are currently performing their assigned duties within the school district. A licensed employee is eligible to participate in the Early Retirement Plan if he/she is fifty-five (55) years of age on or before June 30 of the year in which he/she wishes to retire and to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District. The employee shall submit an application for the plan on or before January 15 of the current school year. The board has complete discretion to offer or not to offer an Early Retirement Plan for licensed employees and will review this policy annually. The board may discontinue the school district's Early Retirement Plan at any time.

#### Transporting of Students by Employees

Transportation of students most often occurs in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle. Employees who transport students for school purposes in their own vehicle must have the permission of the Superintendent or his/her designee. Employees must be able to show proof of a driver's license and automobile insurance.

#### **Employee Travel Compensation**

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed (at the current allowed rate) for their actual and necessary expenses,

Actual and necessary travel expenses will include, but be not limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. No reimbursement will be made for any alcoholic beverages.



Travel outside of the school district must be pre-approved. Pre-approval will include an evaluation of the necessity of the travel, the reason for the travel and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, is approved by the Superintendent or his designee.

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the Superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim. All requests for reimbursements must be made within 90 days of the incurred expense or the reimbursements may be forfeited. A claim form will be provided electronically.

#### **Employee Political Activity**

Employees will not engage in political activity upon school property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, use of district e-mail to originate messages of support for a particular candidate or issue, the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

#### **Credit Cards**

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

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt may make the employee responsible for expenses incurred.

#### Responsibility for Personal Property

The district and its agents and employees shall not be held responsible for personal items brought onto school property as to replacing, repairing, or recovering such property. Each employee shall take actions to safeguard his/her own personal belongings.

# Identification Badge/Key Card

The safety and well-being of District students and staff is of paramount importance. Therefore, all staff members, during normal school hours, are required to wear the photo ID badge that is issued by the Red Oak Community School District. The District Office will issue an identification badge to all new employees. Loss or damage of the badge should be reported to a school

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building office or department director immediately so a replacement badge can be issued. The badge is the property of the District and must be returned upon termination of employment.

#### Gifts to Employees

Employees may receive a gift on behalf of the school district. Employees will not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below. A "restricted donor" is defined as a person or other entity which:

- Is seeking to be, or is a party to, any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
- Will be directly and substantially affected financially by the performance or nonperformance of the employee's official duty in a way that is greater than the effect on the public generally or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
- Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.

A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. More details about 'gifts' can be found in board policy Code No. 402.4

#### **Employee Conduct and Appearance**

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

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

# District Staff Dress, Accessories, and Grooming Code

The Red Oak Community School District believes that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the staff. The professional appearance (which includes dress, accessories, and other body adornments, and grooming) of staff members not only reinforces their own shared vision and their identity as highly motivated professionals working toward a common mission, but also strengthens their morale, sense of professionalism, dignity and self-worth; the community's attitude toward the school and the teaching profession in general; and directly and indirectly, the conduct, morale, and performance of the district's students.

All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate for the situation, and that will invoke a positive, impression from the community, provide appropriate role modeling for students, promote a working and learning environment that is free from unnecessary disruption, and be conducive to high student and staff performance. During the work day and anytime employees supervise work-related activities or functions to which the

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district, district personnel or district students participate, employees shall appear in a professionally appropriate manner. Items that are not acceptable in the workplace or at work-related activities include but are not limited to the following:

- Shorts of any kind (except for physical education or special events when appropriate).
- Skirts and dresses shorter than three (3) inches above the knee in the standing position.
- Non-collared shirts for men. There may be some sweaters or shirts designed without collars that would be appropriate.
- Apparel and accessories that have logos, graphics, or advertising related to bars/grills, alcohol, or tobacco products, or inappropriate gestures, or sayings.
- No revealing clothing, including low-cut tops, midriffs, revealing slits in the skirts, or inappropriate or sheer, tight or short clothing.
- No sunglasses and/or hats (inside the building).
- Athletic wear such as jogging suits, sweat shirts, sweat pants, and t-shirt (except for physical education or special events when appropriate).
- · Employees are also restricted from displaying excessive body piercing.
- · Tattoos should and will be covered.
- Blue denim jeans (this does not apply to skirts or jumpers) may be worn only on special days at the discretion of the building administrator. They must be in good condition with no holes or frayed edges.

If problems occur with the enforcement of this code, the Superintendent of Schools will address the problem with the building administrator or department directors. It is up to the building administrator or department director to ensure compliance with this code.

#### **Accident Reporting**

It is the responsibility of the employee injured on the job to inform his/her supervisor immediately of the incident. It is the responsibility of the employee's immediate supervisor to file an accident report to the Superintendent's Office within twenty-four hours after the employee reported the injury. It is the responsibility of the employee to file claims, such as workers' compensation, through the board secretary.

Red Oak CSD has designated the following medical clinic to treat all workplace related injuries/illnesses: MCMH Work Health Solutions, Occupational Medicine, 2301 Eastern Ave., Red Oak, Iowa 51566, (712) 623-7000. For a serious injury or illness (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility. Hospitals included (but not limited to) are: Montgomery County Memorial Hospital, 2301 Eastern Ave., Red Oak, Iowa 51566, (712) 623-7000. If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits and you may be responsible for all medical costs related to the incident. This is in accordance with your state's Workers' Compensation statute. If you have questions regarding this procedure, contact Shirley Maxwell at (712) 623-6600.

# **Attendance Expectations**

The Red Oak CSD expects all employees to assume responsibility for their attendance and punctuality as an integral part of their employment. Regular attendance is expected of every employee. Employees should recognize that absences are disruptive to the work environment



and decrease productivity and employee morale. Staff should realize that they are obligated to not make commitments during the day that may be scheduled at an alternative time. Should an employee be unable to work because of illness, injury or any other reason, you are required to notify your building administrator or department director or his/her representative as far in advance as possible, but no later than an hour before your normal starting time on each day of absence.

The District may require evidence to support a sick leave claim for any sick leave beyond four (4) days. Teachers or Teaching Associates requiring a substitute should follow notification rules as determined by the school principal. Departments of Maintenance/Operations, Food Service, and Transportation employees requiring a substitute should notify their department director. District Administrative Center employees shall notify the Business Manager of any absence due to illness.

Staff requesting professional leave should complete the Professional Leave form in advance of any planned absence with approval by the building administrator or department director.

It is an expectation that employees remain in their position performing assigned duties during work hours unless prior approval is obtained from the immediate supervisor. Employees who are excessively absent, late to work, or leave work early without permission will be subject to corrective counseling and, when appropriate, disciplinary action. Absences of three consecutive days without proper notification and approval will be construed as job abandonment and will constitute a resignation from the District without proper notice.

#### Leaves of Absence

The Red Oak Board of Directors identifies leaves of absence in the master contracts for both the professional educators (teachers) and the support staff employees (paraeducators, school office personnel, maintenance/operations personnel, and transportation personnel). All other district employees are governed by board policy for leaves of absence. Detail of all leave provisions may be found in the master contracts for the Red Oak Education Association and the Red Oak Support Staff Association and the policy manual for Board of Directors.

A condensed summary of leaves:

#### **Professional Educators**

- \*Sick days 15 per year accumulative to 90
- Personal days Two (2) unused personal leave days may be accumulated from year to year with a maximum of four (4) days. The employee will not be compensated for the accumulated personal leave day.
- Jury days full pay for time lost remuneration received is remitted to ROCSD
- Professional days approved leave must be requested and filed 7 days in advance
- Emergency days not to exceed 8 days for immediate family and funerals not covered under "funeral days"
- Funeral days not to exceed 5 days for family members may be extended by the discretion of the superintendent
- Adoptive days not to exceed 5 days
- Association days not to exceed 6 days Association reimburses ROCSD for substitute costs
- Extended Association Leave see the master contract

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Educational Improvement Leave - see the master contract

# Support Staff (includes: Transportation, Office Personnel, Paraeducators)

- \*Sick Days- 15 per year accumulative to 90 (hours will be calculated per contracted hours per day)
- Personal days 2 per year accumulative to 4 unused personal leave days are compensated at the rate of \$50 per day (8 hour work day) - must be requested and filed 3 days in advance
- Jury days full pay for time lost remuneration received is remitted to ROCSD.
- Professional days dependent on department director's or principal's discretion
- Emergency days not to exceed 8 days for immediate family and funerals not covered under "bereavement days"
- Bereavement days not to exceed 5 days for family members
- Association days not to exceed 5 days Association reimburses ROCSD for substitute costs, if needed

#### Administrators

- Sick days 15 per year accumulative to 90
- Personal days 2 per year accumulative to 4 unused personal leave days are compensated at the rate of \$50 per day
- Jury days full pay for time lost remuneration received is remitted to ROCSD
- · Professional days approved leave must be requested and filed 7 days in advance
- Emergency days not to exceed 8 days for immediate family and funerals not covered under "funeral days"
- Funeral days not to exceed 5 days for family members may be extended by the discretion of the superintendent
- \* Sick Leave Bank is in place.

# Family and Medical Leave Act

Unpaid family and medical leave will be granted up to twelve (12) weeks per year to assist employees in balancing family and work life.

For purposes of this policy, year is defined as a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Requests for family and medical leave shall be made to the superintendent or to the superintendent's designee.

All District employees eligible under the terms of FMLA may take up to twelve (12) weeks of unpaid leave per year in accordance with the provisions of the Act. However, the District requires an employee with appropriate accrued paid leave to substitute such paid leave for any FMLA qualifying leave. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave.

# Vacation Leave for Non-Bargaining / Not Licensed Administrative Employees

Support staff employees contracted to work at least thirty (30) hours per week and at least twelve (12) months per year shall be entitled to twelve (12) days of paid vacation each year. Employees shall be entitled to an additional two (2) paid vacation days for each year beyond



ten (10) consecutive years of employment in the District with the total number of paid vacation days not to exceed twenty (20) days per year. Vacation time for employees contracted for less than thirty (30) hours per week for at least twelve (12) months per year shall be prorated. Earned vacation periods shall be determined as of July 1 of each year and shall be used during the ensuing year as set by the immediate supervisor. Vacation time shall not accrue and may not be carried over from one year to the next.

Employees will be compensated for earned vacation days as follows:

- · They may utilize their vacation days or
- The District will pay the employee for up to one half of their earned vacation.
- In regard to unused vacation days, the employee must notify the District by June 30th of how many days they will utilize as vacation days and how many days they will request to be paid.
- The employee must use their previous year's vacation days by August 30th.
- The District will pay for unused vacation days (as per above restrictions) on the September payroll.
- Pay for unused vacation days will be computed as follows: regular hours per day (not to exceed 8) x regular daytime hourly rate.

#### Vacation Leave for Licensed Employees - Administrators

Vacation time shall not accrue and must be used by August 31st of the year following the year in which vacation time is applied. The superintendent or the superintendent's designee shall establish vacation schedules. Vacation time shall be prorated for employees hired after the start of a contract period. Vacation time for each administrative employee is established by individual contract terms.

#### Holidays

- New Year's Day
- Two (2) days at spring break
- Friday before Easter
- Memorial Day
- Independence Day (12-month employees only)
- Labor Day
- Thanksgiving Day
- · Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day
- Spring Break: The guidelines in the master contracts for the ROEA and ROSSA will be followed.

# Confidentiality

All information concerning employees, students, clients, donors, and organizations with which the Red Oak Community School District does business is to be considered privileged and maintained in strict confidence. All employees are responsible for protecting the confidentiality of such information. Violation of confidentiality will be grounds for disciplinary action, up to and including discharge.

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Information concerning past and present employees, other than essential employment verification, will not be released without the proper written authorization request under lowa's public records law. Student education records are treated as confidential under the Family Educational Rights and Privacy Act of 1974.

At the end of an individual's employment with the District, the individual must return all documents, both originals and copies, containing any confidential information, as well as any computer tool on which confidential information may be stored or recorded. Former employees of the District should not disclose any confidential information after their employment relationship with the District has ended. "Proprietary Materials" are all property related to the District's business in any way, including email, documents, reports, formulas, product information, manuals, tools, equipment, handbooks, computer printouts, customer lists and other property related to the District's business.

#### **Corrective Intervention**

The Red Oak Community School District operates from the assumption that all employees are responsible adults who take their work seriously and conduct themselves with pride and self-respect. It is believed that employees will rarely lapse from competent work habits or violate established rules and regulations. Employees are expected to quickly correct any lapses in their work and address any violation of rules or policies if brought to their attention in a professional, constructive manner. The District takes a corrective action approach to helping employees resolve performance deficiencies or addressing policy/rule infractions. Corrective actions are determined based on the appropriateness to the infraction and at a level of intervention deemed appropriate to address the issue. The employer may, in its sole discretion, bypass any step in the corrective intervention process or decide not to use it at all.

Minor first offenses are addressed with verbal counseling or reprimands. Serious, or more frequent violations warrant more serious action, up to and including termination. Types of corrective action include but are not limited to:

- Verbal warning or counseling
- Written warning in the form of a letter or memo
- Suspension
- Discharge/termination

The corrective action chosen will be appropriate to the infraction and will be based on a number of factors including, but not limited to, the work record of the employee, previous occurrences of similar incidents, any previous corrective action taken, the severity of the incident and the likelihood that changed/corrected behavior would result from the action taken. Administration reserves the right to terminate in cases of serious or grievous infractions. Deficiencies and infractions include but are not limited to, unsatisfactory work performance, inappropriate work conduct, rule or policy violations, attendance infractions, etc.

The Red Oak Community School District will abide all terms and conditions for employee intervention / assistance found/articulated in the master contracts for the Red Oak Education Association, the Red Oak Support Staff Association, and/or in the lowa Code.



# Red Oak Community School District: Technology Acceptable Use Policy

#### Introduction

Because 21<sup>st</sup> century skills are a vital part of the school district curriculum and management of district business, appropriate technologies will be made available to employees and students. These resources include access to the Internet and other network files or accounts by using computers or other digital devices that may or may not be owned by the district. Appropriate and equitable use of the Internet will allow employees and students to access resources unavailable through outdated means.

Students will be able to access the Internet through their teachers. Students, faculty, and staff may hold network accounts and district-issued email accounts. The person in whose name an account is issued is responsible at all times for its proper use. If a student already has an electronic mail address, the student may, with the permission of the supervising teacher, be permitted to use the address to send and receive mail at school. The district trusts assigned users to make responsible use of computing resources. The district also maintains a guest network that provides Internet access only. Users of the guest network are expected to comply with the current Technology Acceptable Use Policy. Employees and students will be instructed on the appropriate use of the Internet.

The Internet can provide a vast collection of educational resources for students and employees. It is a global network, which makes it impossible to control all available information. Because information appears, disappears and changes constantly, it is not possible to predict or control what students may locate. The school district makes no guarantees as to the accuracy of information received on the Internet. Although students will be under teacher supervision while on the network, it is not possible to constantly monitor individual students and what they are accessing on the network. Some students might encounter information that may not be of educational value. Student Internet records are confidential records treated like other student records. Students' Internet activities will be monitored by the school district to ensure students are not accessing inappropriate sites that have visual or textual depictions that include obscenity, child pornography or are harmful to minors. The school district will use technology protection measures to protect students from inappropriate access, including sites that include obscenity, child pornography or are harmful to minors.

The school district will monitor the online activities of students and will educate students about appropriate online behavior, including interacting on social networking sites and chat rooms. Students will also be educated on cyber bullying, including awareness and response. Employees will provide age appropriate training for students who use the Internet. The training provided will be designed to promote the school district's commitment to:

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

In this digital age, student records, assignments, and on-line classes are often available via the Internet. Red Oak Community School District will implement appropriate security measures to ensure that data is available only to those who have valid reason to access the data. It is the



responsibility of parents, students, and district staff to keep passwords confidential and change passwords periodically.

#### Employee, Student, and Parent/Guardian Agreements

All employees, students and parents are expected to read the Red Oak Community School District Technology Acceptable Use Policy. All employees are required to sign the Red Oak Community School District Employee Technology Usage Agreement.

Parents/guardians of all students under the age of 18 are required to sign the Red Oak Community School District Student Access Release and Authorization Agreement before students will be granted access to the district's technology resources. This will be available upon registration. If for any reason, a parent or guardian does not want his/her student to have Internet access, then he/she must notify the district in writing. If access is removed at any time, the agreement must be resubmitted. Students in grades 6-12 will sign a form acknowledging they have read and understand the Internet Acceptable Use policy and regulations, that they will comply with the policy and regulations, and that they understand the consequences for violation of policy or regulations.

Students and parents of students who are provided a laptop through the One to One program must read the Student/Parent Laptop Handbook, A signed Laptop Computer Use Agreement must be on file with the District Technology Director prior to that student receiving a laptop computer.

#### Ownership

Access to computing resources is a privilege, not a right and the privilege can be suspended immediately without notice. All user accounts issued by the district are considered property of the district. The district allows users to access some or all of these resources for the reasons listed in this policy. These user guidelines extend beyond the school district's physical building, such as school issued email accounts, hardware, or software used when off the school district's property. Staff members or students will not retain proprietary rights related to the materials designed or created by such user if district hardware/software is used unless those rights are transferred to the user.

Network access, Internet access, and hardware are provided to support the educational goals set forth by the Board of Directors and to contribute to efficient management of district business. The district has the responsibility to maintain the integrity, operation, and availability of its hardware and network for access and use. The district does not guarantee user privacy or system reliability. It is not liable for loss or corruption of data resulting from using district-owned hardware or network resources.

Occasionally, through routine monitoring or maintenance, duly authorized personnel have authority to access individual files or data. Users should not expect that anything stored on school computers or networks will be private. Software may be used to monitor computer usage, system information, and remotely observe and manage network technology.

#### **Electronic Communication**

Electronic forms of communication have become the norm in many aspects of the educational process and management of a school. This includes, but is not limited to email, certain social media, discussion boards, and blogs. The Red Oak Community School District will grant email and other accounts to staff members and students as needed. These accounts are owned by the district and can be terminated at any time. Students will have their accounts disabled upon

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graduation or on their last day of enrollment at Red Oak Community Schools. Staff members leaving the district will have their accounts disabled as of their final contract day unless other arrangements are made.

In compliance with federal law, this policy will be maintained at least five years beyond the termination of funding under the Children's Internet Protection Act (CIPA) or E-rate.

- I. Responsibility for Internet Appropriate Use.
- A. The authority for appropriate use of electronic Internet resources is delegated to the licensed employees.
- B. Instruction in the proper use of the Internet will be available to employees who will then provide similar instruction to their students,
- C. Employees are expected to practice appropriate use of the Internet, and violations may result in discipline up to, and including, discharge. Violations relating to or supporting of illegal activities will be reported to law enforcement agencies.

#### II. Internet Access.

- A. Access to the Internet is available to teachers and students as a source of information and a vehicle of communication.
- B. Students will be able to access the Internet while at school under the supervision of a staff member. Individual student accounts and electronic mail addresses may be issued to students at this time.
- 1. Making Internet access available to students carries with it the potential that some students might encounter information that may not be appropriate for students. However, on a global network, it is impossible to control all materials. Because information on the Internet appears, disappears and changes, it is not possible to predict or control what students may locate.
- 2. It is a goal to allow teachers and students access to the rich opportunities on the Internet, while we protect the rights of students and parents who choose not to risk exposure to questionable material.
- 3. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines which require efficient, ethical and legal utilization of network resources.
- 4.To reduce unnecessary system traffic, users may use real-time conference features such as talk/chat/Internet relay chat only as approved by the supervising teacher.
- Transmission of material, information or software in violation of any board policy or regulation is prohibited.
- 6. Users will be allowed to download and upload files that pass the requirements of the virus protection and/or content filter technologies that are in place.
- 7. The school district makes no guarantees as to the accuracy of information received on the Internet.

#### III. Permission to Use Internet

- A. Annually, parents of students under the age of 18 will grant permission for their student to use the Internet using the prescribed form.
- B. All employees will sign the "District Employee Technology Usage Agreement" and return it to the Central Office.
- C. People using the guest wireless network to access the Internet will be required to agree to the terms of use before they are granted access.



#### IV. Student Use of Internet.

- A. Equal Opportunity The Internet is available to all students who have permission to use the Internet within the school district under the supervision of a staff member. The amount of time available for each student may be limited by the number of available terminals and the demands for each terminal.
- 1. It is possible that students in grades 6-12 who have a school-issued device as part of the 1:1 program will access the Internet without direct supervision of a staff member during the school day.
- Students in grades 6-12 who have a school-issued device as part of the 1:1 program will
  be able to access the Internet while away from school. Because they will be accessing
  the Internet via the school's Internet service and content filtering technology, the same
  rules apply.
- The Internet is available to all staff that has a District Employee Technology Usage Agreement on file with Central Office.
- B. Digital Citizenship
  - 1. The use of the network is a privilege and may be taken away for violation of board policy or regulations. As a user of the Internet, employees and students may be allowed access to other networks. Each network may have its own set of policies and procedures. It is the user's responsibility to abide by the policies and procedures of these other networks.
  - 2. Internet Safety
    - a. Users shall not post personal contact information on the Internet with district-owned devices. This includes name, age, gender, home address, or telephone number. This does not include posts made on the school's learning management system.
    - b. Users should not share personal photos, personal videos, or photos/videos of others that do not support the curriculum or that are inappropriate.
    - c. Students shall not engage in instant messaging or social networking sites at any time during the school day except when such has been approved for classroom use.
    - Students should inform district personnel of any threatening, derogatory, or obscene communication immediately.
  - Cyber bullying— The Board Policy forbids cyber bullying. For the purposes of this policy, "cyber bullying" shall mean using digital communication capabilities on any electronic device to bully others by:
    - a. Sending or posting cruel messages or images
    - b. Threatening others
    - c. Excluding or attempting to exclude others from activities or organizations.
    - d. Starting or passing on rumors about others or the school system.
    - e. Harassing or intimidating others.
    - f. Sending angry, rude, or vulgar messages directed at a person or persons privately or to an online group.
    - g. Sending or posting harmful, untrue or cruel statements about a person to others.
    - Pretending to be someone else and sending or posting material that makes that person look bad or places that person in potential danger.
    - Sending or posting material about a person that contains sensitive, private, or embarrassing information, including forwarding private messages or images.
    - j. Engaging in tricks to solicit embarrassing information that is then made public.



- 4. Employees and students should adhere to on-line protocol:
  - a. Respect all copyright and license agreements.
  - b. Cite all quotes, references and sources.
  - c. Remain on the system long enough to get needed information, then exit the system.
  - d. Apply the same privacy, ethical and educational considerations utilized in other forms of communication.
  - e. Copyright—The Red Oak School District views copyright as a critical issue in regards to 21st Century learning. Copyright, and the related areas of trademark and licensing, are one of the most important issues to be addressed and taught to students. Copyright protects the rights of creators and users of information. Students and staff members of the Red Oak Community School District are expected to follow copyright law.
    - 1) Plagiarism—The dictionary defines plagiarism as "taking ideas or writings from another person and offering them as your own." The person who leads readers to believe that they are reading original work when it is copied, is guilty of plagiarism. The person who created a piece of work, should always be given credit. With the amount of cutting and pasting that is done via the Internet, it is important that the guidelines of plagiarism are followed and credit is always given to the author of any piece of work.
    - 2) Fair Use—Fair use is part of the copyright law, and can be used when completing school work. If copying is not specifically prohibited in the copyright law, then it may be allowed under fair use. Users need to make good decisions about the specific circumstances in which they are using others' work. Students and employees of the Red Oak School District are expected to follow the fair use guidelines that are provided in the Board Policy Manual.
    - Public Domain—Users may upload creative works that are in the public domain for their own use. Users are responsible for determining whether a program is in the public domain.
    - 4) File Sharing—The installation and/or use of any Internet-based file-sharing tools is prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video, and images).
- 5. Email—Employees and Students should use only district-assigned email accounts or other approved forms of digital communication while at school. Employees and students are expected to adhere to the following guidelines:
  - a. School-issued email accounts will be accessed using the district supported and approved client software.
  - b. Users are responsible for their passwords and accounts. At no time should one share his or her passwords with other users. Users are not to use, or allow others to use their email or other accounts. Any inappropriate use can result in the loss of the account as specified in the Acceptable Use Policy.
  - c. Information transported using district email and other district owned accounts is not to be considered private, secure, or confidential. All electronic communication generated on district-owned hardware is considered the property of the school district and may be reviewed and deleted as needed to ensure network integrity and confidentiality.
  - d. Email and other electronic communication should reflect professional standards at all time. School accounts should only be used for school related correspondence. With regards to personal email use, occasional sending or receiving of personal messages by staff or students is inevitable. This type of incidental personal use is permitted

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providing it does not violate district policy, adversely affect others, the speed of the network, or the employee's professional responsibilities, including using instructional time for personal communication.

- e. District owned resources should never be used for the conduct of any personal, discriminatory, or unlawful business. This includes use for commercial purposes, advertising, and political lobbying.
- f. In addition to the regulations listed above, users are expected to adhere to the following guidelines:
  - 1) Read email on a regular basis
  - 2) Delete unwanted messages immediately
  - 3) Use of vulgar and/or abusive language is prohibited
  - 4) Always sign your name to a message
  - 5) Acknowledge that you have received a document or file that someone has sent to you

#### C. Restricted Material

- 1. Employees and students will not intentionally access, transmit, or download any text file or or engage in any conference that:
  - a. includes material which is obscene, libelous, indecent, vulgar, profane or lewd,
  - b. advertises any product or service not permitted to minors by law.
  - c. constitutes insulting or fighting words, the very expression of which injures or harasses others.
  - d. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities.
  - e. will cause the commission of unlawful acts or the violation of lawful school regulations.
- 2. Users agree to inform an appropriate district employee immediately if he or she:
  - a. accidentally enters an internet site that is inappropriate as defined by this policy.
  - b. accidentally changes the configurations on any computer.
  - c. receives a message which makes him or her uncomfortable or is offensive.
- Use of social network sites, game sites, chat rooms, and other similar sites, except under the direction of a classroom teacher during instructional hours is prohibited.
- 4. Any user of district technology resources used in the context of the school is prohibited from viewing, sending, or composing any digital communication that indicates or suggests unethical or illegal solicitation, racism, sexism, language that is inappropriate for the educational setting, cyberbullying, harassment, pornography, and other issues, including those defined by the nondiscrimination policy of the district.
- 5. Employees and students are prohibited from installing any unauthorized software, including personally owned software, on district-owned computers without permission from the district technology director.
- All users are responsible for ensuring that any storage media that is brought in from outside the school are virus free and do not contain any unauthorized or inappropriate files as defined in this document.
- D. Unauthorized Costs If an employee or student gains access to any service via the Internet which has a cost involved or if an employee or student incurs other types of costs, the user accessing such a service will be responsible for those costs.
- E. Abuse of Network Privileges
  - Employees and students will not use the network in such a way that would disrupt the use of the network by others.

- Users should never share their password with anyone or use another user's password.
  - 1) Users who share their passwords will be considered responsible any results of such use.
  - 2) If a user believes others know their password and if any user files have been altered, he or she should notify a district employee.
- b. Students should never use teachers' computers without permission or supervision.
- c. Teachers should never allow students to use any device while the teacher is logged in.
- d. Gaining or attempting to gain unauthorized access to others' files or vandalizing the data of another user is prohibited.

# F. Vandalism

Vandalism is defined as any attempt to harm or destroy computer equipment as well as the data of another user or of another agency or network that is connected to the Internet. Vandalism includes, but is not limited to the uploading, downloading, or creation of computer viruses, or programs that infiltrate computer systems and/or damage software components.

#### V. District Rights and Responsibilities

- A. Teachers and those assisting students are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate areas of the Internet, for assuring that students understand what constitutes misuse of the Internet, and the consequences of misuse. Teachers should model appropriate behavior and enforce the Acceptable Use Agreement.
- B. The district shall provide all reasonable software for use by staff and students.
- C. All software/hardware purchases need approval of the District Technology Coordinator.
- D. Red Oak Community School District reserves the right to monitor all activity and use of the network. This includes, but is not limited to, monitoring downloads, files, and documents stored on any school-owned hardware, checking Internet histories and cache files, observing users' screens, reading email if deemed necessary, and blocking what the district considers inappropriate sites.
- E. The district technology staff routinely monitors and performs maintenance on fileservers, email, workstations, the Internet, and user accounts. During these procedures, it may be necessary to review email and/or files stored on the network. Users should avoid storing personal and/or private information on the district and/or school's technology resources.
- F. If routine maintenance and monitoring of the district's systems shows that a user has violated this agreement, another school district agreement or law, school district officials will conduct an individual investigation or search.
- G. Sanctions may be both internal, involving loss of privileges or other district measures; and external, involving civil or criminal action under state or federal laws. All inappropriate items can be confiscated and only be returned to a parent/guardian.

# VI. Student Violations--Consequences and Notifications.

- A. Students who access restricted items on the Internet are subject to the appropriate action described in board policy or regulations or the consequences found in the table on the next page.
- B. Parents/Guardians will be notified of all violations of this Acceptable Use Agreement in a written letter or email from a school administrator or the technology coordinator.



# **Employee Use of Cell Phones**

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of Red Oak Schools and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones while on duty. Employees should not use cell phones for personal business while on-duty, including staff development times, parent-teacher conferences, etc., except in the case of an emergency or during prep time or break/lunch times.

#### Corporal Punishment

Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:

- To quell a disturbance or prevent an act that threatens physical harm to any person.
- To obtain possession of a weapon or other dangerous object within a pupil's control.
- For the purposes of self-defense or defense of others as provided for in lowa Code section 704.3.
- For the protection of property as provided for in lowa Code section 704.4 or 704.5.
- To remove a disruptive pupil from class or any area of school premises or from schoolsponsored activities off school premises.
- To protect a student from the self-infliction of harm.
- To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

# Abuse of Students by School District Employees

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

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

The school district has appointed a Level I investigator and alternate Level I investigator. The school district has also arranged for a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate will be provided training in the conducting of an investigation at the expense of the school district. The names of the investigators are listed in the student handbook published annually in the local newspaper and posted in all school facilities.



#### Tobacco/Nicotine-Free Environment

School district facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use, including the use of look-a-likes where the original would include tobacco or nicotine. This requirement extends to students, employees and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request are required to extinguish their smoking material, dispose of the tobacco, nicotine or other product or leave the school district premises immediately. It is the responsibility of the administration to enforce this policy.

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

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, "employees" also includes applicants who have been offered a position to operate a school vehicle. The employees operating a school vehicle are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program

#### Substance-Free Workplace

Employees are expected to remain substance free. No employee will 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 alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee will notify the employee's supervisor of the conviction within five days of the conviction.

The Superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in a program, the employee may be subject to discipline, up to and including termination.

#### Harassment

Harassment of employees and students will not be tolerated in the school district. School district includes school district facilities, school district premises, and non-school property if the employee or student is at any school sponsored, school approved or school related activity 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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Harassment includes, but is not limited to, racial, religious, national origin, age, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the Superintendent or board of directors.

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

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

Other types of harassment may include, but not be limited to, jokes, stories, pictures or objects that are offensive, tend to alarm, annoy, abuse or demean certain protected individuals and groups.

Employees and students who believe they have suffered harassment will report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints. (Details for reporting are found in Board Code No.104 - this also contains forms for reporting and contact persons.)

#### Violence in the Workplace

The Red Oak Community School District will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The District will take all available steps to ensure compliance with this policy, including disciplinary and legal action, if warranted. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the administration. Immediate steps will be taken in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps, including legal action, shall be reported to the Superintendent's office.

Potentially dangerous situations must be reported immediately to an administrator or officials at the District Office. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed on a need to know basis only. The District will actively intervene at any indication of a possible hostile or violent situation.

#### **Workplace Safety**

The Red Oak Community School District strives to make the working environment as safe as possible in order to eliminate or reduce conditions which shall result in personal injury and property loss to employees, visitors, students and parents. Employees are expected to abide by the safety policies and procedures of their department and to carry out their job duties in a

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safe and productive manner. It is the duty of every employee to report workplace hazards or safety concerns to their supervisor for correction.

Employees who work with hazardous materials will receive instruction and orientation to the District's Hazardous Materials Procedures as well as to safety procedures involved in working with hazardous materials.

Programs such as Blood Borne Pathogen Training are offered to employees on a scheduled basis according to OSHA legal requirements.

#### **Employee Benefits Information**

The Red Oak Community School District offers comprehensive and competitive employee benefit programs for full-time and eligible part-time employees. These benefits include health care insurance, dental insurance (for select employee groups), life insurance, long-term disability insurance, flexible-spending accounts, a retirement plan, tax-sheltered annuities. In addition, specific information and summary plan descriptions on each benefit offering can be obtained from the District Administrative Center on or about the first day of work and at the new employee orientation.

Employees represented by a labor organization for the purposes of collective bargaining are generally eligible for the same benefits and benefit programs as those employees not so represented. Such employees should consult the applicable collective bargaining agreement for rules concerning benefits and eligibility.

# Benefit Eligibility (30-day Enrollment Window)

Employees classified as full-time regular (or those who work a minimum of 20 hours per week but less than 40 hours per week) are eligible for all benefit plans, in accordance with the specific waiting periods and coverage provisions enforced by the insurance providers.

It is important to note that for medical, dental, flexible spending accounts, long-term disability and life insurance there is a 30-day deadline period from the date of hire for new employees to complete and return the required enrollment forms in order to receive coverage for these benefits. It is the responsibility of the new employee to satisfactorily complete the enrollment requirements.

# Flexible Spending Accounts (Section 125)

In accordance with the Internal Revenue Service (IRS) rules and regulations, the Red Oak Community School District offers both a Dependent Care Spending Plan and flexible spending accounts. Full-time and part-time regular eligible employees may participate in these plans by designating pre-tax dollars to be taken via payroll deduction. These pre-tax dollars are deposited in an "account" and can be drawn upon to pay for eligible dependent care expenses and/or eligible unreimbursed health care expenses. Certain limits and legal requirements pertaining to flexible spending accounts apply. Eligible employees may enroll with coverage becoming effective on the first of the following month from their hire date.

In order to enroll in flexible spending, eligible employees must complete enrollment forms within 30 days from the date of hire. In addition, it is necessary that employees re-enroll during each annual open enrollment period to maintain continued participation. Details and plan summaries may be obtained from the District Administrative Center.

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# Term Life Insurance and Long Term Disability

Each employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of \$30,000 for licensed staff, \$20,000 for support personnel, double for accidental death.

Each employee shall be covered by a long-term disability insurance program paid for by the District providing the following benefits. Benefits shall begin after three (3) consecutive months and continue at 70% to age 65.

- Monthly maximum benefit at \$2,500.
- Maximum Benefit Period: Accident to age 65 and Sickness to age 65
- Qualifying period Three (3) consecutive months
- Overall income limit 75% of covered monthly compensation.

#### **Retirement Plan/Annuities**

The lowa Public Employee Retirement System is offered to full-time and part-time regular employees. Eligible employees are automatically enrolled beginning on their date of hire. The District pays 8.93% while the employee contributes 5.95% effective July 1, 2013.

#### Tax Sheltered Annuity - 403(b) Universal Availability Notice

The Red Oak Community School District (the "District") offers a RIC Section 403(b) Plan to help employees save for retirement. The 403(b) Plan is a voluntary tax-deferred retirement savings program. An eligible employee can elect to defer a portion of his or her compensation to the Plan on a pre-tax basis. Contributions must be designated as a flat dollar amount. Both Federal and State income taxes are deferred on the contributions and any earnings thereon until distributed from the Plan.

All Employees working 20+ hours per week are immediately eligible upon their start date to make elective deferrals from compensation to the Plan. Employees can invest their contributions to the Plan among the investment options offered by an approved vendor under the Plan.

Employees are 100% vested in their accounts under the Plan at all times.

# Break/Rest Periods

Although breaks are not required by law, it is the District's position that after working for extensive periods, rest periods will be made available to give employees a chance to renew their focus and energy, thereby maintaining efficiency in performing assigned tasks.

Although every attempt will be made to allow employees appropriate rest periods, there may be occasions where circumstances or workload do not allow doing so. Breaks are not guaranteed, unless specified in the collective bargaining labor contract.

Whenever possible, supervisors are encouraged to schedule a 10-minute paid break approximately halfway through each four-hour period. However, some jobs do not lend themselves to scheduling breaks. Occasionally, operating requirements of the department may preclude scheduled breaks. The building principal or department director will communicate the departmental policy or practice regarding breaks and rest periods. In most cases, the District provides an unpaid meal break of no less than 30 minutes for shifts of more than six



hours. The actual time of the meal period may vary and will be scheduled by the department director or principal. Meal periods are considered personal time and time spent during the meal period is not considered work time for pay purposes.

#### Job Transfers - Voluntary and Involuntary

Job transfers may occur voluntarily or involuntarily as dependent on the staffing needs determined by the superintendent. Please refer to the collective bargaining agreements in place to understand the details involved with employee transfers.

#### Payroll and Distribution

Due to less costs involved with payroll processing all district employees are encouraged to use electronic deposit of payroll checks. Unless otherwise provided in the collective bargaining agreements, all salaries (except for those who work less than 20 hours per week) shall be paid on a twelve-month basis, the 10th of each month being designated as "pay day" unless the 10th falls on a Saturday, Sunday, or holiday, in which case the monthly salary shall be paid on the preceding school day.

Employees who are new in the teaching profession may request up to 50% of the first monthly salary installment from the regular salary schedule after completion of the first workday of employment. If the Superintendent grants such requests, the Business Manager will issue such payment within five (5) days.

#### **Overtime Work**

The following conditions shall apply to all overtime work:

- Time and one-half will be paid for all hours worked over forty (40) hours in one regular work week and for work on holidays.
- A regular work week shall run from Sunday at 12:01 a.m. to the following Sunday at 12:01 a.m.
- Overtime shall be calculated on the hours in excess of forty hours actually worked by the employee's regular hourly rate. Paid leave does not count toward overtime calculation.
- Compensatory time off may be granted instead of overtime pay for hours worked over 40 per week. Compensatory time shall be granted at time and one-half. Compensatory time will be used in the same semester that it is earned unless otherwise agreed upon by employee and supervisor. Any unused compensatory time at the end of the semester will be paid as overtime pay. All overtime documentation will need to be signed by the supervisor.
- No overtime shall be worked without the prior approval of the immediate supervisor.

#### Paycheck Deductions

Employees may elect to have paycheck deductions for insurance contributions, retirement annuity contribution and other approved/negotiated programs. Employees must authorize all such deductions in writing.

The District may also be obligated to deduct amounts for legally imposed actions such as garnishments made against a salary. Questions about garnishments or any other payroll deductions should be directed to the Business Office.

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Federal income tax, social security (OASDI and Medicare), state and local taxes, deductions for various benefit coverages and any other deductions will be itemized on the payroll stub.

The Red Oak CSD is required to withhold tax from employee paychecks and to report taxable income according to the requirements of federal, state and local government agencies, and the Social Security Administration. All employees are required to complete the appropriate tax withholding forms prior to being placed in the payroll system. Revised tax forms are also required whenever the employee's tax status or number of allowable exemptions changes. W-4 withholding forms are available at the District Administrative Center - see the payroll clerk. Current and cumulative year-to-date tax totals withheld are displayed on payroll check stubs.

# Other Payroll Information

The District prepares and makes available the W-2 reporting form in January of each year in accordance with IRS filing requirements and deadlines. Changes in address should be promptly reported to assure receipt of the W-2 reporting form.

The District is required by law to record and pay for hours actually worked, including overtime hours, for non-exempt support staff employees. Time actually worked for non-exempt employees is documented by a time sheet. Employees are responsible for accurately recording their time worked for each scheduled workday. It is not appropriate for employees to simply mark down the scheduled work time, but rather must record actual "time in" and "time out" in order to be paid properly. Employees who have prior authorization from their supervisor for compensatory time must record on their timesheets both the compensatory time earned on the day it is accrued and the compensatory time taken on the day it is used. Compensatory time must be used in the same payroll period in which it is earned unless an exception is made by the department director.

#### Unemployment Insurance

District employees are covered by the lowa Unemployment Insurance Law. Under the provisions of this law, employees of the District who become unemployed, and who meet the eligibility requirements as set forth in the law, may receive unemployment compensation upon separation from the District. Questions regarding eligibility should be directed to the lowa Department of Workforce Development.

# **Work Schedules**

Department Directors and Building Administrators are responsible for establishing and communicating to employees specific work schedules, including start times, break times, lunch schedules, and normal ending times. As part of new employee orientation, employees and supervisors should discuss the established work schedule requirements for their respective department or unit. The employee is responsible for adhering to the established schedule. When the work schedule must be changed due to operational needs, supervisors will give as much advance notice as possible so that employees can make the appropriate arrangements to meet the new scheduling requirements. The legitimate operating requirements of the department and of the District must be the primary consideration in establishing work schedules and scheduling overtime. However, every effort will be made to accommodate the needs and personal schedules of employees, whenever possible.

Commented [SM1]: Start Here.



# **School Closings**

The Superintendent of Schools (or his designee) is responsible for school closings, late starts, and early dismissals. District employees will receive information about the school schedule changes through the district's electronic communication system within Infinite Campus called "Messenger". It is imperative that each district employee has one or more contact numbers and email addresses as maintained by the Infinite Campus Administrator, Mrs. Deb Drey, at the Administrative Center, Tech Building.

When school is dismissed early because of inclement weather there will be no extra-curricular activities or meetings scheduled. Teachers will have their work day end ten minutes after the students are dismissed.

When school is dismissed early or started late due to inclement weather or other adverse conditions, paraeducators and building secretaries shall not be required to report earlier than fifteen (15) minutes before the start of school or to remain later than fifteen (15) minutes after the students have been dismissed. Paraeducators and office secretaries will suffer no loss of salary because school is started late or dismissed early.

When school is cancelled due to inclement weather or other adverse conditions, paraeducators and office secretaries will not be required to report for work and no salary reduction will be made until the end of the contract year and then only if the cancelled day is not rescheduled as a make-up day.



#### GRIEVANCE PROCEDURE

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

Level One - Principal, Immediate Supervisor, or Personnel Contact Person (Informal and Optional - may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their gender, race, national origin, religion, age or disability are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age or disability are encouraged to first discuss it with the personnel contact person.

A student, or a parent of a student, with a complaint of discrimination based upon their gender, race, national origin, religion, marital status or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

#### Level Two - Compliance Officer

If the grievance is not resolved at level one and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at level two must be within 15 working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.



# GRIEVANCE PROCEDURE

# Level Three - Appeal to Board

If the grievant is not satisfied with the superintendent's decision, the grievant can file an appeal with the board within five working days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

# The Compliance Officer is:

Name	Tom Messinger, Supt.
Office Address	Administrative Center, 2011 N 8th Street, Tech Bldg., Red Oak, IA 51566
Phone Number	(712) 623-6600
Office Hours	7:30 a.m. to 4:30 p.m.



# SECTION 504 NOTICE OF NONDISCRIMINATION

Students, parents, employees and others doing business with or performing services for the Red Oak Community School District are hereby notified that this school district does not discriminate on the basis where women, men, minorities, persons with disabilities, sexual orientation, gender identity, race, color, creed, national origin, religion, age, marital status in admission or access to, or treatment in, its programs and activities. Any person having inquiries concerning the school district's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act (ADA), §504 or Iowa Code §280.3 is directed to contact:

(Title) Superintendent of Schools
(where located) Administrative Center, 2011 N 8th Street, Tech Bldg., Red Oak, IA 51566
(telephone number) (712) 623-6600

who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504 and <u>Iowa Code</u> 280.3 (2003).



# GRIEVANCE FORM FOR COMPLAINTS OF DISCRIMINATION OR NON-COMPLIANCE WITH FEDERAL OR STATE REGULATIONS REQUIRING NON-DISCRIMINATION

I,, am filir	ng this grievance because
(Attach additional sheets if necessary)	
Describe incident or occurrence as accurately as possi	ble:
(Attach additional sheets if necessary)	
Signature	
Address	
Phone Number	
If student, name	Grade Level
Attendance center	



# GRIEVANCE DOCUMENTATION

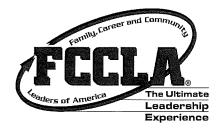
Name of Individual Alleging Discrimination or Non-Compliance
Name
Grievance Date
State the nature of the complaint and the remedy requested.
Indicate Principal's or Supervisor's response or action to above complaint.
Signature of Principal or Supervisor

# 2017-2018 Employee Manual Signature Page

This manual signature page is to be returned to the Red Oak District Office as proof that the handbook has been received and read.

I have received and read the Re Employee Manual:	d Oak Community School District's
Printed Name:	<del></del>
Employee Signature	 Date





# Red Oak Senior High Family, Career and Community Leaders of America Sheree Rhodes, adviser

Date: September 7, 2018

Dear Mr. Messenger and Red Oak School Board members,

The Red Oak Senior High FCCLA chapter requests permission to take four-six members to the Louisville National Cluster Meeting. The national FCCLA cluster meeting will take place at the Kentucky International convention center in Louisville, KY. The national meeting is on Nov. 9-10, 2018. On Nov. 8, a charter bus costing \$150/ member will pick-up members in Council Bluffs. The lowa Charter bus will afford our members an opportunity to visit the Slugger Museum within walking distance of our hotel. Students will stay in one of the approved convention hotels for two nights and return immediately following the closing session on Saturday, Nov. 10<sup>th</sup>. Members attending this national meeting will be responsible for paying bus, hotel, and registration costs totaling \$300.00.

Thank you for your consideration of our request.

Sincerely,

Sheree Rhodes, Senior High Adviser





#### 2017-2018 Screen 8 - Special Education Balance

You have certified. Browse Only.
Gray cells are pre-populated data from the CAR application
Blue cells are pre-populated data
Yellow cells are calculations based on numbers entered in the textboxes
You must click <u>Submit</u> button to save changes

Submit Help

Revenues	Weight 1.72	Weight 2.21	Weight 3.74	Total
Special Education Receipts	\$1,043,049.00	\$356,191.00	\$299,080.00	\$1,698,320.00
Tuition In Receipts	\$32,884.94	\$34,342.62	\$133,366.54	\$200,594.10
Medicald Reimbursement for Instructional Program	\$0.00	\$6,213.61	\$88,409.19	\$94,622.80
Part B Receipts for Instructional Program	\$0.00	\$0.00	\$55,982.00	\$55,982.00
Teacher Quality	\$43,488.56	\$14,496.17	\$7,248.01	\$65,232.74
Foster Care Claims	\$0.00	\$0.00	\$0.00	\$0.00
Termination of Rights Claims	\$0.00	\$0.00	\$0.00	\$0.00
High Cost Fund Claims	\$0.00	\$0.00	\$0.00	\$0.00
Non-Public Claim	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Sales	\$0.00	\$0.00	\$0.00	\$0.00
Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00
DE Revenue Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Total Special Education Revenue	\$1,119,422.50	\$411,243.40	\$584,085.74	\$2,114,751.64
Expenditures				
Total Salaries (Instructional Only)	\$372,093.09	\$319,970.09	\$192,914.67	\$884,977.8
Total Employee Benefits (Instructional Only)	\$123,892.60	\$159,772.72	\$119,974.13	\$403,639.4
Employee Travel (Instructional Only)	\$0.00	\$0.00	\$43.60	\$43.60
Total Supplies & Materials (Consumables)	\$5,135.49	\$1,815.38	\$2,119.43	\$9,070.30
Total Contract Services (Non-Tuition)	\$180.00	\$698.84	\$107,755.93	\$108,634.77
Total Pupil Transportation	\$0.00	\$0.00	\$121,923.99	\$121,923.99
Total Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$501,301.18	\$482,257.03	\$544,731.75	\$1,528,289.96
SBRC Approval for Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00
SBRC Receipts for Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00
State/Local SBRC Approved Administrative Costs	\$0.00	\$0.00	\$0.00	\$0,00
Subtotal Special Education	\$501,301.18	\$482,257.03	\$544,731.75	\$1,528,289.96
General Program Percentage	\$551,846.00	\$53,312.00	\$21,591.00	\$626,749.00
Tuition Out Total	\$88,310.81	\$27,978.48	\$24,824.42	\$141,113.7
Maintenance of Effort Reduction Amount	\$0.00	\$0.00	\$0.00	\$0.00
DE Expenditure Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Total Special Education Expenditures	\$1,141,457.99	\$563,547.51	\$591,147.17	\$2,296,152.67
Total Net				
Net Revenues Over (Under) Expenditures	(\$22,035.49)	(\$152,304.11)	(\$7,061.43)	(\$181,401.03

Please contact Bill Roederer [IDOE] by email or phone 515-281-7972 with questions regarding this form.

© 2018 lowa Department of Education, 400 E 14th St, Des Moines, IA 50319-0146.



# LEP Allowable Growth

Program between 410 - 419		Salaries	Benefits	Purchased Professional	Equip rental/repair	Other (fuition)	Supplies	Equip	Total
Object by Function		100-199	200-299	300-399	430.449	500-599	669-009	730-739	
1. Instruction	1XXX	64,367.80	34,240.16	624.00	000	211.84	00.0	00.0	99,443,80
2. Student Support Services	21XX	00'0	00.0	0.00	000	00.00	0.00	00.0	00.0
3. Staff Support Services	22XX	00.00	00.00	00.0	000	00 0	0.00	0.00	0.00
4. Exec Admin	23XX	00.00	00.00	00'0	000	00.00	00'0	00.0	0.00
5. Bldg Admin	24XX	00.00	00.0	00.0	<u>000</u>	544.40	0.00	0.00	544.40
6. Business Admin	25XX	00.0	00.00	00.0	000	0.00	0.00	0.00	0.00
7.0 & M	76XX	00.0	00'0	00.0	0.00	00.0	0.00	0.00	0.00
8. Transportation	27XX	00.00	00.00	0.00	0.00	0.00	00.0	0.00	0.00
9. Community Services	33XX	00.0	00.00	0.00	000	0.00	00'0	0.00	0.00
10. Total		64.367.80	34,240.16	624.00	0.00	756.24	00.0	00.00	99,988,20

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# LEP Allowable Growth

11. Total (Line 10)		99,988.20
12. Weighted funding received (from October 2016 CE x FY18 DCPP) (6.38 X 6664)	42,516.32	
13. Other resources (expenditures above that have project >0000, excluding 1112)	21.033.73	
14. FY17 state and federal carryover	0.00	
15. MAG on FY18 Application form (from SBRC application form)	16,127.00	
16. Resources Available but unused	0.00	
Total Resources Available (Sum Lines 12 thru 16)	79,677.05	
17. Preliminary Maximum allowable request (Lines 11-Total Resources Available, if positive, otherwise zero)		20,311.15
18. Any expenditure included in the row above that is not expressly allowed by IAC (district input)		0
19. Maximum allowable request (Line 17 minus 18, if positive, otherwise zero)	NAME OF	20,311.15
20. Amount requested (may be less than maximum allowable)		20311.15
21. FTE of LEP students in instructional LEP program on count date (from October 17 SRI/CE)	37.00	37.00
22. FTE of LEP students in instructional LEP program at end of year (from SRI Spring 18)	39.00	39.00
23. FTE of teachers exclusively assigned to LEP additional instruction outside of regular classroom instruction. Do not include coordinator or director positions (from Fall BEDS staffing)		2.00
24. FTE of aides (including interpreters) exclusively assigned to LEP additional instruction outside of regular classroom instruction (from Fall BEDS staffing)		1.00
25. Program delivery model as reported in SRI Spring 18		
Dual Language Program	0	
Sheltered Instruction	2	
English as a Second Language (ESL)	36	
Other Bilingual Program	0	
Newcomer Program	0	
Exited ELL During Year	1	
Total	39	
26. Languages represented in LEP population (SRI Spring 18)		
Chinese	1	
Spanish	38	
27. Student to adult ratio (FTE of students served during year / total of teachers and aides FTE) (0 / 3)		0.00
28. LEP costs per pupil in excess of the DCPP (grand total expenditures / FTE of students served during year) (99988.2 / 0)		0.00
29. % of LEP students from Certified Enrollment October 2017	14 - 14 - 14	3.50



# LEASE FINANCE GROUP

A DIVISION OF MINNESOTA BANK & TRUST

September 10, 2018

Mr. Bob Deter Red Oak Comm School District 2011 N. 8<sup>th</sup> St. Red Oak, IA 51566

Dear Mr. Deter:

The following lease proposal is in response to your request for our master lease rates for your personal property, herein called the "Equipment".

LESSEE Red Oak Comm School District

Lease Finance Group, a division of Minnesota Bank & Trust, or its

assignee

**EQUIPMENT** 300 – Lenovo 300e Chromebook

300 - Chrome Management Console

300 – White Glove Service

EQUIPMENT COST \$85,200.00

ESTIMATED DELIVERY DATE

This proposal applies only to those items of equipment

delivered and accepted on or before September 30, 2018. \*

TERMS OF THE LEASE

The lease term for the equipment shall commence

on the delivery date of the equipment. The lease will be comprised of a base term of 36 months.

**RENTAL PAYMENTS**Base rents are to be made annually,

each in advance and each in an amount of:

\$30,619.49

RENTAL ADJUSTMENTS

The effective lease rate contained within this

proposal is tied to the like-term treasury index. If there is an increase in this treasury index at the time of lease commencement, the effective rate fixed within the lease will be adjusted basis point for basis point for such change.

LEASE EXPIRATION OPTIONS

Upon lease expiration, Lessee shall purchase the

equipment by making a final payment of \$1.00.

**INSURANCE** Prior to delivery and acceptance of the equipment,

Lessee will be required to furnish physical damage

and liability insurance in amounts and with

endorsements acceptable to Lessor.

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# CLOSING COSTS, DEPOSITS, OR LEGAL FEES

Standard \$350.00 Documentation / UCC Filing Fee.

**OPERATING EXPENSES** 

All operating expenses, including insurance, maintenance and taxes, will be the responsibility of the Lessee.

of the Les

# **FINANCING STATEMENT**

Upon Lessee's acceptance of this lease proposal and Lessor's credit approval of the transaction, Lessee shall allow Lessor to file a UCC-1 Financing Statement, which will later be amended with an appropriate equipment description, serial numbers, etc.

# **COMMITMENT**

Upon acceptance of this proposal, and prior to submission of this transaction to the Lessor's credit committee, a commitment fee in the amount of \$1,000.00 will be due and payable.

If the transaction is approved, this fee will be applied, pro rata to the first monthly rental due under the lease. If the transaction is not approved, the fee will be returned. If the transaction is approved, but take down does not occur through no fault of Lease Finance Group, this fee will be considered earned by Lease Finance Group.

This is a proposal only and is subject to the review and approval of the Lessor's Credit Committee.

This proposal must be accepted by Red Oak Comm School District prior to September 20, 2018, or it will expire automatically.

I appreciate the opportunity to submit this proposal. If you have any questions or need additional information, please call me at 952-746-0421. I look forward to working with you.

Sincerely,

LEASE FINANCE GROUP, A DIVISION OF MINNESOTA BANK & TRUST

Dan Novak

Daniel J. Novak Vice President, Leasing Business Development Officer

Agreed and Accepted:

RED OAK COMM SCHOOL DISTRICT

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

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

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



Lease-Purchase Agreement No.: 5309 Supplement No.: 5309-1

#### RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the \_\_\_\_ day of \_\_\_\_, 20\_\_, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT, SUPPLEMENT NO. 5309-1 AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of Red Oak Community School District ("Lessee") desires to obtain certain equipment (the "Equipment") described in Supplement No. 5309-1 to Master Governmental Lease-Purchase Agreement No. 5309 (collectively, the "Lease") with Lease Finance Group, a division of Minnesota Bank & Trust ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with Lessor substantially in the form presented to this meeting.

# NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The \_\_\_\_\_\_ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by such execution and delivery of the Lease.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.



The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease executed on behalf of Lessee is the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _	, 20	
		Red Oak Community School District
		By:Title:
		Address:
		Attention:
		Telephone: Facsimile: