Attached is a copy of the ISD Employee Handbook that is being provided for your use and reference. Please become familiar with its content.

Nothing in this handbook should be construed as a written or implied contract for employment.

The Iowa State Board of Regents and/or Administration of the Iowa School for the Deaf have the authority to change or revise the guidelines, policies, and procedures contained within at any time. If you have any questions about the handbook’s content or suggestions regarding improvements, please contact ISD’s Human Resources Director.
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ISD Employee Handbook

Section I Introduction

A. Handbook Introduction

This handbook contains statements of policies and procedures for Iowa School for the Deaf. It is designed to be a reference for all employees in the day-to-day operation of our school.

The policies and procedures stated in this handbook are not, nor are they to be construed as, a binding agreement between the school and any employee.

These written statements should help educate you about Iowa School for the Deaf’s philosophy, employment practices and policies, as well as the conduct expected of you as a valued employee. This handbook should help assure uniformity and fairness throughout the school.

The Board of Regents, State of Iowa and/or Administration of the Iowa School for the Deaf have the authority to change or revise the guidelines, policies, and procedures contained within at any time. This handbook does not overrule existing state and federal laws or the policies and procedures of the Board of Regents, State of Iowa. Inconsistencies between this guide and laws, regulations, policies or procedures will be determined in favor of the law, regulation, policy, or procedure. A copy of the Board of Regents Procedural Guide is available in the Human Resources Office. Each employee is asked to assist in keeping this handbook up-to-date and useful by notifying the Human Resources Director whenever problems are encountered or improvements can be made.

B. School Introduction

Iowa School for the Deaf, under the governance of the Board of Regents, State of Iowa is a fully accredited tax supported center school for deaf and hard of hearing children. ISD provides a quality education and living environment guided by trained and experienced personnel.

C. Mission Statement

MISSION (OUR FUNDAMENTAL PURPOSE)

The Iowa School for the Deaf prepares deaf or hard-of-hearing students from pre-school through age 21 for life as literate citizens who contribute to society.

VISION (OUR PREFERRED FUTURE)

The Iowa School for the Deaf is the statewide resource that provides optimal education and outreach services for students who are deaf or hard of hearing to prepare for adult life.
D. Communication Philosophy

ISD believes every deaf and hard of hearing child has basic communication rights: a right to full and free communication with their family, peers, and society; a right to learn the language used in their environment; and a right to use any communication mode with which they are comfortable in a given situation. We therefore recognize that the primary goal of a communication program at ISD must be of linguistic equity, which we define as the ability to draw upon a wide range of communication methods in order to be a full, active and knowledgeable communicant.
ISD Employee Handbook

Section II  Employment Practices

A.  Equal Opportunity Statement

Iowa School for the Deaf is an equal opportunity employer. The organization will not unlawfully discriminate with respect to any aspect of the employment relationship, from application through termination. Employment decisions will be made without respect to race, creed, color, religion, national origin, gender, gender identity, sexual orientation, age, marital status, physical or mental disability, genetic information or other classes protected by law.

As a specific aspect of our equal opportunity policy, harassment (including on the basis of gender) based on any legally protected basis is expressly prohibited. Each of us has an obligation to help prevent and address potential prohibited harassment. We should all be sensitive to conduct ourselves in a manner that is inoffensive to others. If you believe you may have witnessed or been a party to harassment or conduct that is prohibited by this policy, it is usually best to inform the offender so that he or she is aware the behavior is not welcomed. If that is not sufficient (or if you are uncomfortable doing so) you have the right and obligation to immediately report the situation to your supervisor, the Human Resource Director, or the Superintendent. Once a report is made, the organization will treat the matter with as much confidentiality and discretion as is possible, keeping in mind its obligation to investigate the matter fully and to take prompt and appropriate remedial action.

B.  Employee Orientation

Once an applicant has been selected for a position, it is necessary for the individual to meet with the Director of Human Resources to complete personnel and payroll forms. These forms will be completed in the Human Resources office at the start of employment.

It is important for employees to keep the Human Resource office informed of accurate, up-to-date information concerning each employee. The following changes need to be communicated to the Human Resource office:

- Change of address or phone number
- Change of name
- Change in beneficiary for insurance
- Change in number of dependents for withholding tax

Some changes require specific forms to be completed that can be found in the Human Resource office.

It is the responsibility of each staff member to keep all of his/her required credentials and/or certificates current and on file with the Human Resource office. Failure to do so may result in suspension or termination of employment.
Information regarding the position is given to new employees by the immediate supervisor once the employee begins to work. All supervisors are interested in being of assistance to the employees under their direction. Supervisors are able to offer suggestions and answer questions. Problems or complaints arising in connection with employees’ employment should be taken up with their immediate supervisors.

C. Employment of Relatives

No employee may participate in the decision to hire, retain, promote, or determine the salary of an immediate family member.

For purposes of this policy, an “immediate family member” has one of the following relationships:

By blood or adoption: parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

By marriage; current or former spouse, brother or sister-in-law; father or mother-in-law, son or daughter-in-law, step-parent, or step-child

“Domestic partners” as defined by institutional policy. A “Domestic Partner” shall be treated as a spouse for purposes of this policy.

The School may develop a management plan for situations in which an immediate family member would be in a supervisory role or otherwise expected to participate in major employment decisions.

Where the management plan involves an institutional head or a position, described in Board Policy Section 2.1.1.Cii, the plan must be approved by the Board or its designee.

These provisions shall apply to persons whose marital status changes during employment. In such cases, one of the persons affected must leave the position in the department not later than one year after the change, but the employee leaving may be reemployed elsewhere in the institution.

(Board of Regents, State of Iowa Policy Section 2.1.4.H)

D. Appointments

Appointments are generally made on a regular or temporary basis. Temporary appointments may fill special short-term needs. Merit temporary assignments may not exceed 780 hours per year. An employee must be regularly employed and must be scheduled to work an average of 30 or more hours per week to be classified as a full-time employee. Regular employees working less than 30 hours per week are part-time. Only employees working a minimum of 20 hours a week will be entitled to most benefits.

The normal workweek begins on Sunday morning at 12:01 a.m. and ends Saturday night at 12:00 midnight. Most shifts are eight hours, plus a scheduled meal period of not less than one-half hour which is not part of the work day. Rest periods (coffee breaks) shall be scheduled by department supervisors as part of the workday. Due to the uniqueness of the employment needs of ISD, a workday may be longer or shorter duration than the
normal eight hours, and meal periods and coffee breaks may or not be scheduled. Work
preparation periods are not rest periods or coffee breaks; staff is expected to use this time
to prepare for educational or related activities.

Each position at the School is classified according to duties and responsibilities. A job
description containing a listing of typical duties and general information for each position
is maintained by the Human Resource office. Employees who wish to review a job
description will be referred by Human Resources to the supervisor or department head
concerned so it might be reviewed with the employee. If the duties of any existing
position change or a new position is created, the descriptions and/or changes in
classification must be approved by the Human Resources office, the Superintendent
and/or the Board of Regents.

E. Payroll Checks

Employee payroll is processed biweekly and is electronically direct deposited in each
employee’s respective bank accounts. Payroll direct deposit information is emailed to the
employee’s designated email address each pay period.
ISD EMPLOYEE HANDBOOK
Section III Employee Benefits

III. Benefits

The information contained in this handbook on benefits is a general summary. Answers to specific questions and additional information are available from the individual benefits booklets/providers or the Human Resource office.

Benefits are generally available to regular and probationary full-time employees and to regular and probationary part-time employees.

A. Health/Dental Insurance

An employee is able to select dental insurance plan and health insurance plan. Eligibility for individual programs is dependent on the employee’s conditions of employment. Annual open enrollment periods normally occur during October (changes effective January 1 or February 1 for those on ISU insurance) to allow employees to switch to a different health insurance carrier. Dental insurance rarely has an open enrollment.

Each employee is responsible for notifying Human Resources and completing the necessary enrollment and/or change forms within required time periods after a qualifying event occurs. Such events include change of dependents, birth, marriage, divorce, or any other family change affecting insurance administration. An employee’s failure to follow these procedures could result in a denial of coverage. Most changes must be submitted within thirty days.

Information on insurance plans, schedules of current premium rates, and other types of insurance information are available from the Human Resources office.

Employees leaving employment at ISD will receive written information from Human Resources concerning the right to continue group health and dental coverage at the employee’s own expense.

B. Life Insurance

Coverage is two and one half (2½) times the employee’s annual budgeted salary up to a maximum benefit of $250,000 for staff members under 65 years of age. Benefit reduces by 35% at age 65. Full premium cost is paid by ISD.

C. Accidental Death and Dismemberment Insurance

Provides accidental death insurance in an amount approximately equal to twice the employee's annual budgeted salary. Accidental dismemberment benefits are paid in accordance with a schedule published by the insurer. The School pays the entire cost of this benefit.
D. Long-term Disability Insurance

Provides partial salary replacement if an employee is totally disabled. If approved for LTD, benefits equal 66 2/3% of salary up to a maximum monthly benefit of $6,666. LTD benefits begin the latter of a 90-working-day waiting period or expiration of all accrued sick leave. Full premium cost is paid by ISD.

E. Holidays

This section does not apply to faculty. School year Professional and Scientific employees have holiday pay incorporated into their annual salary.

Iowa School for the Deaf provides holiday pay to regular or probationary full-time employees and regular or probationary part-time employees.

Iowa School for the Deaf provides for nine (9) paid holidays each calendar year. Seven (7) of the holidays are scheduled as noted below, while the Superintendent designates the remaining two (2) holidays each year. In addition to the above, eligible employees accrue two (2) additional holidays each year, which are added to their accrued vacation leave accounts on a pay-period basis.

Scheduled Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday Following Thanksgiving
Christmas Day

Holiday pay is computed based upon the employee's regular straight time pay rate multiplied by the number of hours in the employee's average workday. Employees must be in an active pay status on both the scheduled work day before and the scheduled work day after a paid holiday in order to receive holiday pay. Employees who are on an unpaid leave of absence at the time of an observed holiday will not be eligible to receive holiday pay.

For employees who work a Monday through Friday workweek: When a scheduled holiday falls on a Sunday, the Monday immediately following will be observed as a holiday. When a scheduled holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

Supervisors are responsible for marking the payroll sheet to reflect paid holidays for each employee as applicable.
F. Sick Leave

Iowa School for the Deaf provides paid sick leave benefits to eligible employees in the event of an illness or injury requiring time off the job. All regular and probationary full-time and part-time employees are eligible to accrue paid sick leave.

Regular and probationary full-time employees working forty (40) hours per week, accrue one and one-half (1 1/2) days of sick leave for each month of active service.

Regular and probationary part-time employees accrue sick leave on a pro-rated basis, in proportion to their fractional employment.

Academic-year employees, whether full-time or part-time, accrue sick leave only on the basis of time actually worked, so sick leave is not accrued on the basis of the summer months when academic-year employees are not working.

Employees may not be granted paid sick leave in excess of that which has been accrued.

There is no maximum limit on sick leave accrual.

Sick leave may be taken in hourly, half-day, or full day increments.

**Sick Leave Use:** Employees may request paid sick leave for time off work due to non-work-related injuries and illnesses. An employee may also request paid sick leave for the employee's own medical and dental appointments; however, whenever possible, employees are expected to make every effort to schedule appointments during non-work time. Abuse of sick leave and/or the intentional falsification of reason(s) for sick leave use could subject an employee to disciplinary action, up to and including discharge.

Employees are required to contact their immediate supervisor prior to the beginning of their scheduled shift to notify the supervisor if they will be unable to report to work due to illness or injury. Upon returning to work, employees are required to complete and submit an Absence Request Form to their immediate supervisor in order to be paid from their accrued sick leave account for time off work.

When the need for sick leave is foreseeable, (e.g., planned surgery, impending childbirth, etc.), employees are required to submit Absence Request Forms to their immediate supervisors as soon as the employee becomes aware of the need for sick leave.

**Medical Authorization/Certification:** Accrued sick leave may be taken upon presentation of satisfactory evidence of illness or injury of the employee. Management specifically reserves the right to request medical authorization/certification substantiating an employee's need for time off of work due to injury or illness. Management also specifically reserves the right to request a physician's certification that an employee is fit to return to duty.
In addition, for absences of three consecutive working days or longer, employees will be required to submit a physician's certification of fitness to return to duty immediately upon returning to work. Employees who fail to meet this requirement will be sent home until the time when they can produce the required certification.

Falsification of any medical documents or other documents relating to an employee's request for paid sick leave will subject the employee to disciplinary action, up to and including discharge.

**Sick Leave Conversion:** Employees eligible to accrue vacation and who have accumulated a minimum of 240 hours in their sick leave account and who do not use any sick leave for one full month may elect to convert future accrued sick leave to accrued vacation leave. Employees who participate in the conversion will have four (4) hours added to their accrued vacation in lieu of having twelve hours added to their sick leave accounts. Conversion forms are available in the Payroll Office.

**Separation of Employment:** At separation of employment, employees will forfeit accrued sick leave benefits, unless an employee is entering regular or early retirement. Employees who retire are eligible to receive a cash payout of their accrued sick leave, up to a maximum of $2,000.

**Relation to Federal Family and Medical Leave Act:** Employees who have a long-term illness and/or who have exhausted all accrued sick leave before they have been released by a physician to return to work, may qualify for additional leave pursuant to the federal Family and Medical Leave Act (FMLA) of 1993. See FMLA Appendix A.

G. **Maternity/Paternity Leave**

For employees who qualify for the Family Medical Leave Act, (FMLA) maternity/paternity leave will be handled as specified in the FMLA, Appendix A.

An employee who does not qualify for FMLA leave shall be granted for the period of disability related to the employee’s pregnancy, childbirth, or related medical condition in accordance with the Code of Iowa, Section 216.6. This leave will be treated as sick leave and will be subject to ISD’s policies and procedures on Sick Leave, Section F. Employees may request use of accrued vacation or personal days, where applicable, in the event sick leave has been depleted.

H. **Adoption Leave**

Employees, regardless of gender, may use accrued sick leave during adoption. Paid sick leave used for adoption may not exceed five (5) working days.

**Notification Requirements:** Employees who are planning to take adoption leave are required to provide sufficient advance notice to their immediate supervisor to allow the supervisor adequate time to plan for departmental coverage and reassignment of the employee's work. Prior to beginning adoption leave, employees are required to complete
an Absence Request Form and to submit the form to their immediate supervisor; and inform the Human Resource office of intent to utilize Family Medical Leave.

**Relation to Federal Family and Medical Leave Act:** See FMLA, Appendix A, for information related to additional time off related to adoption.

I. Emergency Leave

Upon presentation of satisfactory evidence, employees may be permitted to use accrued sick leave to provide temporary emergency care to ill and injured members of the employee's **immediate family**. Regular full-time, year-round employees are permitted to charge up to five (5) days per fiscal year of emergency leave to their sick leave accounts. Regular part-time employees are entitled to charge emergency leave to their sick leave accounts on a pro-rated basis, in proportion to their fractional employment. Employees may carry over up to 40 hours of unused emergency leave to the next fiscal year, for a maximum utilization of 80 hours for the next fiscal year.

For purposes of ISD's "Emergency Leave Policy," "immediate family" shall be defined as follows:

Immediate family is defined as, and limited to the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brother, foster brother, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household. Emergency leave may also be granted, upon presentation of satisfactory evidence, for any other person for whom you have major responsibility and care.

Some employees may qualify for additional time off, in accordance with FMLA, Appendix A.

J. Funeral Leave

Regular full-time and part-time employees may use accrued sick leave when death occurs in the employee's **immediate family**. For purposes of this policy, "immediate family" is defined in the same manner described in ISD's "Emergency Leave Policy," located immediately above. Sick leave used for this purpose shall not exceed three (3) working days for each occurrence of death in an employee's immediate family.

When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee’s immediate family, accrued sick leave shall be used not to exceed one working day for each such occurrence.
K. Family Medical Leave (FMLA)

It is the policy of ISD to grant up to twelve (12) weeks of family and medical leave during each year to eligible employees, in accordance with the “Family and Medical Leave Act of 1993” (FMLA). ISD will also grant Military Family Leave Entitlements as required by the National Defense Authorization Act for FY 2008 (NDAA). For detail on eligibility and requirements of FMLA see Appendix A.

L. Donated Leave for Catastrophic Illness

Eligible employees may donate accrued vacation leave to other eligible employees for use as sick leave during a catastrophic illness or injury. Eligible employees are staff who accrue vacation. Employees covered by collective bargaining agreements may donate and receive leave under this policy as long as the agreement contains reciprocal catastrophic illness policies.

This contribution is converted to sick leave and used for a catastrophic illness or injury when the employee has exhausted all the sick leave, vacation, converted sick leave and compensatory time to which that employee is otherwise entitled and has not yet satisfied the waiting period for long-term disability benefits.

“Catastrophic illness or injury” means an illness or injury resulting in a medical condition for which a physician has certified the condition is likely to result in a loss of 30 or more workdays.

1. Leave can only be transferred between employees in the same Regents institution.

2. Vacation shall be donated in whole-hour increments. All the recipient's accrued leave must be used before donations will be credited to the recipient. Hours will be credited in increments not to exceed the employee's regularly scheduled work hours on a pay-period-by-pay-period basis.

3. Leave shall be calculated and distributed in actual hourly dollars.

4. Initial approval for use of donated leave may be for a period of up to one year. Use of donated leave beyond that shall be subject to further review and approval by the Personnel Office.

5. Donated leave shall be irrevocable after it is credited to the recipient.

6. Provided an employee who is receiving donated leave has been approved for Family and Medical Leave (FMLA Leave), FMLA benefit procedures, Appendix A, will apply. However, because an employee who receives donated leave will receive paychecks, the School will deduct any employee shares of health and dental insurance premiums from the employee's paycheck.
Employees who are receiving donated leave, but who are not eligible for FMLA leave and/or who have not been approved for FMLA leave will be required to pay both the employer and employee shares of health and dental insurance coverage.

7. The total donated leave received by an employee shall not exceed the amount necessary to cover the long-term disability waiting period.

Requests to receive or donate leave under this policy should be directed to the Human Resources office.

M. Vacation Leave

Employees begin earning annual leave on their first day in pay status.

**Merit Employees** are eligible for and shall be granted annual leave as follows:

<table>
<thead>
<tr>
<th>Yrs of Service</th>
<th>Vacation per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4</td>
<td>80 hours/10 days</td>
</tr>
<tr>
<td>5 – 11</td>
<td>120 hours/15 days</td>
</tr>
<tr>
<td>12 – 19</td>
<td>160 hours/20 days</td>
</tr>
<tr>
<td>20 – 24</td>
<td>176 hours/22 days</td>
</tr>
<tr>
<td>25 +</td>
<td>200 hours/25 days</td>
</tr>
</tbody>
</table>

**Professional & Scientific employees** accrue vacation at a rate of 22 working days per year plus two floating holidays.

School year and part time employees accrue vacation at a pro-rated basis.

Vacation earned shall not be accumulated to an amount in excess of twice the employee’s annual rate of accrual. Vacation earned in excess of these limits will be forfeited. It is the employee’s responsibility to be aware of maximum limits and to monitor vacation time. Maximum vacation accruals are as follows:

**Merit Employees:**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Limit</th>
<th>W/sick leave conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>192</td>
<td>288</td>
</tr>
<tr>
<td>5-11</td>
<td>272</td>
<td>368</td>
</tr>
<tr>
<td>12-19</td>
<td>352</td>
<td>448</td>
</tr>
<tr>
<td>20-24</td>
<td>384</td>
<td>480</td>
</tr>
<tr>
<td>25 +</td>
<td>432</td>
<td>528</td>
</tr>
</tbody>
</table>

**Professional & Scientific employees and institutional officials:**

N/A 384 480

It is the policy of Iowa School for the Deaf to encourage continuity in supervision of the students. Consistent with this policy, school year employees who have direct student
contact are encouraged to take vacation during the various times students are not at the school unless there are special events warranting consideration. All vacation leave requests are subject to management’s approval. Each situation will be handled individually.

In addition, school year P & S employees are compensated for vacation and holiday hours rather than accrue vacation time. This compensation is calculated at the beginning of the year and figured into the annual salary.

Vacation request forms should be completed stating the dates, time, and reason for the vacation. The form will be reviewed by the supervisor for approval. The request must be made at least two weeks in advance.

Upon separation of employment, an employee is entitled to receive payment for accrued, unused vacation. Payment will be included in the employee's final paycheck.

N. Military Leave

Permanent and probationary employees will be granted military leave as provided by law, with pay not to exceed 30 calendar days in any 12-month period.

Code of Iowa 29A.28; 29A.43

O. Voting Leave

Any person entitled to vote in an election in Iowa who does not have three consecutive hours off work during the hours the polls are open, is entitled to such time off from work to vote as will in addition to the person’s nonworking time total three consecutive hours during the time the polls are open. Application for time off for voting should be made to the employee's supervisor prior to election day.

Code of Iowa 49.109

P. Court and Jury Service Leave

When, in obedience to subpoenas or directions by proper authority, employees appear as witnesses or serve as members of a jury in connection with public or private litigation, they will be entitled to regular compensation, provided they surrender any pay (other than reimbursement for travel or personal expense) they receive to ISD.

Q. Tuition Reimbursement – Educational Assistance Program

Any regular (non-temporary) employee is entitled to consideration for tuition reimbursement and/or educational leaves under this policy. An employee receiving other financial assistance such as scholarships will be eligible to receive assistance for costs not covered by such means. Tuition reimbursement requests must be submitted to the supervisor and approved by the superintendent, or designee, prior to the start of the class.
This program is exclusively designed for school-related courses of study. Any course of study must be in an area which has a relationship to the tasks accomplished within the institution, the requirements of the position the individual currently holds and/or requirements for the learning of skills for which the institution has need.

An employee may, under this program, attend an accredited institution of higher learning with a program of study that is also accredited. Tuition reimbursement is limited to a maximum of six credit hours at one time.

Reimbursement for tuition and fees will be paid after the submission of an original paid receipt from the academic institution and proof of successful completion of the course.
- Successful completion of undergraduate course requires attainment of at least a “C” grade.
- Successful completion of a graduate course requires attainment of at least a “B” grade.
- Successful completion of a vocational or correspondence course shall be recorded by submittal of an official certificate or diploma.

Selection of applicants is at the sole discretion of the superintendent, considering availability of funds, staffing requirements, and equal opportunity for all applicants. All qualified applicants will have an equal opportunity to participate in this program within the limitations of these considerations.

Employees seek courses which do not conflict with assigned work schedules, but when necessary, the school will also encourage continued education by allowing employees flexible work schedules and unpaid leaves of absence, whenever possible, consistent with the efficient administration of the school.

Any staff member who receives reimbursement for tuition shall agree to remain in the active employment of the school for a period of one month for every unit of credit earned or to repay such compensation as [the staff member] received. Months shall be counted beginning with the first full month of active employment following the official semester closing date of the institution wherein the employee is enrolled.

Educational leaves may be granted in compliance with the Board of Regents Policy Manual Section 2.1.4 K

R. Retirement Programs- IPERS & TIAA

ISD offers employees two choices for retirement: Iowa Public Employees Retirement System (IPERS) and Teachers Insurance and Annuity Association (TIAA). The rate of contribution for either plan, will match the contribution rate for IPERS as set by the State of Iowa.

New permanent employees must make the selection between these two plans before their first payroll check is processed. For new employees this is an irrevocable decision.
Information regarding IPERS and TIAA is available from the Human Resources Office or by contacting IPERS or TIAA directly.

Some temporary/substitute employees may be required to enroll in IPERS however, if they should become permanent employees they will have the option of selecting TIAA at that time.

S. Optional Supplemental Retirement Account

TIAA offers employees the option of participating in supplemental retirement savings. The School is not responsible for any investment decisions made by employees. The Human Resources Office has enrollment forms and information for TIAA’s supplemental accounts.

T. Retirement

Early Retirement Programs are subject to review by the Board of Regents. Contact Human Resources regarding the availability of early retirement options.

U. Flexible Spending Accounts (FSA)

ISD offers a Dependent Care Flexible Spending Account (FSA) and a Health Care FSA. Both FSAs allow employees to set aside a specific salary amount, on a pre-tax basis, to pay for eligible expenses. The dependent care account is for day care expenses for children and/or for other eligible dependents. The health care account is for eligible medical expenses not covered by insurance.

Employees must enroll in these program during the annual open enrollment period (normally during October) in order to participate during that year. Employees may also enroll in the program within thirty (30) days of a "qualifying event." "Qualifying events" may include: beginning employment with ISD, marriage, divorce, legal separation, death of a spouse or dependent, birth or adoption of a child, change in child custody, or a change in your spouse's employment status.

Employees should plan carefully as you may forfeit any unused account balance and you cannot change your contribution amount during the year unless you have a qualifying event.

V. Workers' Compensation

Iowa’s Workers’ Compensation laws cover all School employees. Benefits provided under these laws include the following:
   a. death benefits,
   b. medical care,
   c. payment for prescriptions, physical therapy by doctor prescription or devices such as crutches, braces, etc.
d. compensation payments for total or partial disability

Employees who experience work-related illnesses or injuries are required to follow the procedures described below. These procedures have been designed to safeguard employees’ interests and rights under the law. Failure to follow these procedures could affect an employee's right to compensation for time lost or reimbursement for expenses incurred. In addition, a failure to follow these procedures could result in disciplinary action, up to and including discharge.

An employee who experiences a work-related illness or injury must:

1) Notify their supervisor immediately.

2) When medical care (beyond routine first aid) is required, Human Resources or the Health Center (for Council Bluffs campus only) can make arrangements. **All School employees are required to receive medical care for work-related injuries and illnesses through the State of Iowa's Medically Managed Network.** Consequently, in the absence of extenuating circumstances, employees should not make their own arrangements for medical care. Unauthorized care outside of the State of Iowa’s Medically Managed Network may not be covered by Workers’ Compensation.

3) If a life-threatening or emergency situation arises you should seek immediate medical attention at any nearest provider or contact 911.

4) Employees are required to complete and sign an injury report form within twenty-four (24) hours from the time of injury, unless the employee is physically unable to do so.

5) Employees need to provide accurate updates regarding Workers’ Compensation.

6) The School will attempt to provide temporary suitable work within restrictions provided by the Workers’ Compensation provider. If you refuse temporary suitable work, your Workers’ Compensation benefits may be suspended.

7) When the employee is unable to work due to the work place injury, Workers’ Compensation provides partial payment of lost wages after an initial waiting period is met. Employees will have the option of supplementing Workers' Compensation payments with accrued sick leave and/or vacation leave. Contact Human Resources to do this.

8) Employees may also receive reimbursement for mileage incurred while traveling to and from medical appointments. Workers’ Compensation will send information regarding mileage reimbursement, directly to Employee.

**IAC 876**

*Iowa Code Chapter 85*
W. **Iowa Employees Assistance Program**

The Iowa Employee Assistance Program (EAP) provides confidential services to employees who have personal concerns that may affect their work performance. The services offered at no cost to employees include confidential counseling and consultative services for a range of personal issues such as:

- Stress
- Grief and depression
- Family/parenting concerns
- Financial services
- Relationship issues
- Drug and alcohol problems
- Work-related problems

ISD strongly encourages all employees to use the EAP whenever necessary.

A contact may be made to the EAP by calling 1-800-833-3031 or online at [www.EAPHelpLink.com](http://www.EAPHelpLink.com) (Code: IOWA).
EMPLOYEE HANDBOOK
Section IV Policies and Procedures

A. Drug-Free Workplace Policy

Employees are expected and required to report to work on time and in appropriate mental and physical condition, absent any impairment caused by the use of controlled substances and alcohol.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any institution under the governance of the Board of Regents is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.

The Board of Regents recognizes that the abuse of controlled substances or alcohol can interfere with the ability to perform important functions physically, mentally, and socially. Failure to comply by the employee with this expectation may result in serious disciplinary sanctions, up to and including the termination of an individual’s employment. In cases in which ISD has probable cause to believe an employee’s ability to perform the employee’s duties is impaired due to the use of alcohol or controlled substances, ISD may question the employee, conduct an investigation, and/or require testing and/or treatment. Failure to comply by the employee would be the basis for serious disciplinary action, including termination. Dependency upon controlled substances and/or alcohol is also recognized as an illness that poses a major health problem as well as presenting other serious safety and welfare implications for employees and students on the campus. Employees with drug problems are encouraged to use the employee assistance program or other means as appropriate.

Employees must report any conviction under a criminal drug statute for violations occurring on or off Regent premises while conducting official business. As mandated by the Drug-Free Workplace Act of 1988, report of a conviction must be made within five days after the conviction.

(Board of Regents Policy Manual 2.1.4.G)

B. Drug and Alcohol Testing for Holders of Commercial Drivers’ Licenses

Federal law mandates drug and alcohol testing for all employees required to have a commercial driver’s license (CDL) to perform their job duties. ISD is dedicated to providing safe and efficient transportation services to its students. A goal of ISD is to provide employees with a work environment that promotes health and safety.

ISD will not tolerate unauthorized use, abuse, possession, or sale of controlled substances by its employees. Drug testing will be an integral part of ISD’s program. In addition, the unauthorized use, abuse, or possession of alcohol prior to or during the operation of a state vehicle while on work time will not be tolerated. Alcohol breath testing will also be a part of ISD’s program as required by the federal law.
Employees who have CDLs as part of their job duties will be subject to the following types of testing:

1. Pre-employment
2. Post-accident
3. Reasonable suspicion
4. Random
5. Return-to-duty and Follow-up.

ISD will continue to provide training, education, and other assistance to employees to help them understand their responsibilities in achieving a drug-free and alcohol-free environment.

An employee who fails to comply with these procedures or with the federal regulations will be subject to employment actions that are automatic under federal regulations. In addition, an employee may also be subject to disciplinary action, up to and including discharge.

Employees who are concerned that they may have a substance abuse problem are encouraged to contact the Iowa Employee Assistance Program (IA EAP) to make an appointment or to talk to a counselor by phone. In Iowa -- 1-800-327-4692. You may also call the National Drug Abuse Hotline at 1-866-242-4111.

C. Smoke/Tobacco/Nicotine-Free Policy

ISD/IESBVI prohibit smoking and tobacco use on school property (including buildings and grounds); in school vehicles; or in the presence of students. Smoking in personal vehicles while on school grounds is not permitted.

This policy facilitates compliance with Iowa’s Smokefree Air Act. Persons failing to abide by this policy are required to extinguish their smoking material, dispose of the tobacco/nicotine product, or leave the school premises immediately. Employees who violate this policy may be subject to disciplinary procedures. It is the responsibility of the administration to enforce this policy.

For purposes of this policy, “smoking” includes, but is not limited to, burning or vaporizing tobacco or other products in a cigarette, cigar, pipe, electronic cigarette, or any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance.

For purposes of this policy, tobacco includes any type of tobacco product including, but not limited to cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bidis, hookahs, smokeless chewing tobacco, snuff, snus, look-a-like products and nicotine products not FDA (Food and Drug Administration) approved for smoking cessation.
All Iowans can receive free smoking cessation services from Quitline Iowa. Call 1-800-QUIT-NOW (1-800-784-8669) or visit www.quitlineiowa.org for more information.

The Employee Assistance Program (EAP) is a confidential program available to all employees. See Employee Handbook Section III-W (ISD) or Section 2.24 (IESBVI).

Iowa Department of Public Health’s website, http://smokefreeair.iowa.gov, is a good resource regarding the Iowa Smokefree Air Act.

641 IAC 153

D. Sign Language Policy

Because of the unique environment at ISD, a sign language proficiency requirement is in place. All positions have a sign proficiency level that must be attained. This level is determined by the contact employees have with deaf and hard-of-hearing students and other employees. A Sign Language Communication Policy (SLCP) will be provided to employees upon hire.

The complete sign language policy is located in Appendix B.

E. Policy on Harassment and Violence

1. Policy on Sexual Harassment

   It is the policy of ISD to provide an environment for students and staff that is free from sexual harassment; to provide appropriate appeal processes to ensure thorough and prompt investigation of allegations of sexual harassment; and to apply appropriate disciplinary sanctions to those who engage in sexual harassment. This policy, including right of appeal, is to be communicated to staff.

2. Policy on Harassment and Violence

   ISD is committed to the ideal of educational institutions as forums for the free exchange of ideas. Diversity of people and ideas is a goal of our institution and tolerant, civil discourse is our trademark. The staff’s common commitment is to learning. This commitment requires that the highest value be placed on the use of reason and that harassment and violence involving ISD be renounced as inimical to our goals. Although some views may be unpopular and shocking to members in an educational community, as well as to visitors, the right to express those views within legal limits is protected by the first amendment to the United States Constitution. This protection, although broad, does not extend to illegally discriminatory or violent conduct toward individuals. Such conduct will not be tolerated.

   It is the policy of ISD to provide an environment free from conduct which constitutes illegal discriminatory harassment based on individual characteristics of
race, ethnic or national origin, gender, color, disability, creed, religion, affectional or associations preference, age or any other basis protected by law or policy.

ISD shall take appropriate action when any act or misconduct in violation of this policy occurs in one of the following circumstances:

a.) The act is committed on the campus or at an institution-sponsored activity.
b.) The act is committed by an employee while acting in an official capacity or while conducting institutional business.

The above acts, when committed under one of the circumstances which follow, will trigger institutional action:

a.) Any acts proscribed by the Iowa Criminal Code.
b.) Any conduct which has the purpose or reasonably foreseeable effect of unreasonably interfering with an individual’s academic efforts, employment, participation in institutional-sponsored extracurricular activities, or personal health, safety and security.

The following examples are illustrative of the acts proscribed by this policy, but are not meant to be exclusive:

a.) Physical assault or abuse.
b.) Sexual assault or abuse.
c.) Stalking.
d.) Threats with a weapon (display of a weapon accompanied by statements or actions that cause justifiable fear or apprehension).
e.) Verbal or other threats of physical or sexual assault.
f.) Damage or destruction of another’s private property for the purpose of demeaning the owner or owners.
g.) Intimidation by threat of violence.

Complaints regarding harassment can be handled through the Grievance Procedures outlined in the following section.
F. Grievance Procedures

These procedures have been established for appeals from alleged acts of discrimination because of race, national origin, ethnicity, religion, sex, age, or disability, and for hearing Title IX complaints and sexual harassment complaints.

I. Preliminary Procedures

a.) Employees should discuss complaints initially with one of the following staff members: Affirmative Action Officer (Director of Human Resources), the Ombudsman, a Department Director whose department is uninvolved, or the Head Registered Nurse.

b.) The staff member receiving the complaint will report the matter and pertinent details to the Affirmative Action Officer who will then discuss the situation with all parties involved, individually or collectively, in an attempt to resolve the matter.

c.) If complainants are not satisfied with the results of these informal efforts, they may then use the formal procedures outlined below.

II. Formal Procedures

a.) Timeliness

1. Formal procedures should be initiated in a timely manner following the alleged occurrence(s) which is (are) being grieved.

2. Under no circumstances shall a formal grievance be considered timely after ninety (90) days from the date(s) of occurrence(s).

b.) The Formal Grievance Statement

1. The grievant initiates formal procedures, including a hearing, by filing a formal grievance statement with the Affirmative Action Officer.

2. The grievant, in the formal grievance statement, shall describe the pertinent facts and circumstances of the grievance; alleged incidents and the date(s) of occurrences, persons allegedly involved, and the law, policy, or regulation allegedly violated.

3. The grievant, in the formal grievance, shall also specify the relief being sought.

4. The Affirmative Action Officer shall attempt to resolve the complaint through mediation with the grievant if the Affirmative Action Officer believes such mediation might resolve the complaint. The Affirmative Action Officer shall serve as mediator.

5. If the complaint is against the affirmative action officer, the complaint should be filed with the Superintendent.
c.) The Hearing Committee
   1. Upon receipt of a formal grievance statement, the Affirmative Action Officer shall notify the Hearing Committee composed of four members: the Affirmative Action Officer, Ombudsman, a department director whose department is uninvolved, and/or the Head Registered Nurse.
   2. At the initial and subsequent meetings of the Hearing Committee, the Affirmative Action Officer will serve as chairperson. At the initial Hearing Committee meeting, committee members will discuss arrangements for the hearing.

d.) Policies and Procedures Governing the Hearing
   1. The chairperson will make necessary arrangements for the hearing(s).
   2. An advisor, with or without legal training may represent each party to the grievance.
   3. The hearing(s) will be closed unless the parties request that it be open.
   4. The hearing(s) will be informal.
   5. Court rules of evidence will not apply. Evidence may be submitted by testimony of witnesses, by written statement of witnesses who cannot be present, by other documents, or in any manner deemed relevant by the chairperson of the Hearing Committee.
      a. All parties to the grievance will be granted a full opportunity to present their sides of the case, and witnesses in their behalf, without resort to formal rules of procedure.
      b. Members of the Hearing Committee, and the advisors, may question witnesses for pertinent information.

e.) Disposition of the Formal Hearing
   1. The Affirmative Action Officer shall submit committee findings and recommendations to the Superintendent for final action within five days of the close of the hearing. In the event the Superintendent is identified as a perpetrator in the Committee’s proceedings, the Committee’s findings, without recommendations, shall be forwarded to the President of the Board of Regents.
   2. Hearing Committee recommendations, after weighing the evidence, shall determine (1) the validity of the grievance or complaint; and (2) the appropriateness of the relief sought by the grievant.
   3. Recommendations of the Hearing Committee shall be by majority vote of the committee membership.

III. Disposition of the Grievance

   a.) The Superintendent shall render a written decision within twenty-five (25) days of receipt of the Hearing Committee recommendations. The decision shall be mailed by ordinary mail or delivered to the Hearing Committee members, and to parties to the grievance, as deemed appropriate by the Superintendent.
b.) In arriving at a decision, the Superintendent shall review the records and tape recording of the hearing, and shall give careful consideration to the recommendations of the Hearing Committee. The disposition of the grievance shall be remedial in nature, appropriate to the Code of Conduct of the Iowa School for the Deaf, and consistent with the authority of the Superintendent. Such a disposition may include such sanctions as:

1. Official reprimand.
2. Suspension without pay for a designated period up to one (1) semester (four months for staff members serving on other than an academic schedule).
3. Termination in accordance with prevailing ISD personnel procedures, applicable collective bargaining contracts, federal law, state law or regulation.

c.) In the event an appeal is sought from the Superintendent’s decision, request for review by the Board of Regents must be made within fifteen (15) days of the Superintendent’s decision. The request for review shall be a letter addressed to the Superintendent and mailed by ordinary mail or delivered to the Superintendent’s Office within said period of time with a copy to the Executive Director of the Board of Regents.

Approved by Board of Regents 3/21/1990

G. Occupational Exposure to Bloodborne Pathogens

Complete procedures to eliminate or minimize occupational exposure to bloodborne pathogens are located in a separate manual that is distributed to all new employees. Employees who are designated as having occupational exposure risk must participate annually in training to understand the risks and procedures involved with bloodborne pathogens.

H. Student/Staff Relations Policy

It is critical that the relationships between staff members and students be maintained on an impartial, professional basis at all times. Being responsible adults, staff members are expected to control the development of their relationships with the students in an appropriate manner. It is recognized and encouraged that all staff members will maintain very supportive, nurturing attitudes toward all students.

Staff members shall not allow any of the following relationships to develop with any student.

1. Providing students with alcohol, drugs, or other dangerous items prohibited by school rules at any time.
2. Any relationship based on physical, sexual or romantic attraction. Dating a student is strictly prohibited.
3. Encouraging or condoning students to violate any school rule or to be insubordinate to staff.
4. Showing favoritism or giving inappropriate attention to a student in or outside the school setting.
5. Any inappropriate relationship which promotes or encourages an undesirable emotional dependency on the staff member by the student.

Violation of the policy will be handled as outlined in the Employee Code of Conduct. Sections V.

Approved by the Board of Regents 05/25/1988

I. Procedure for Reporting Suspected or Alleged Child Abuse

All ISD employees are required to report all incidents of alleged or suspected child abuse and/or neglect. There are two separate procedures for reporting abuse depending upon whether the alleged abuser is considered a child care provider (parent, babysitter, residential staff person) or not (faculty, facilities staff, etc.) These procedures are outlined in detail in Appendix C.

J. Phone Policy

Employees are authorized to use telephones in their performance of their official duties and will be provided with appropriate telephone equipment. Employees who find it necessary to make personal calls while on duty should do so during scheduled breaks. Employees are urged to notify family members that incoming telephone calls to employees should be of an emergency nature and be of short duration in order that telephones are available for official business.

Employees authorized to make long-distance phone calls will be given a long distance code number. Requests for these numbers should be made through your immediate supervisor. These codes should be kept confidential. Administrators will verify that all long distance calls were for official school business.

All students who need to make long-distance telephone calls should place such calls person-to-person or collect unless other arrangements are made.

K. Loss of License, Registration, or Certificate Required as a Condition of Employment

Employees whose job classification or position requires the possession and maintenance of a license, permit, certificate, registration, or approval in order to perform the essential functions of that position’s assigned duties and who subsequently have the license, permit, etc. revoked, rescinded, suspended, or renewal denied may be, after the exhaustion of all administrative contested case proceedings before the licensing agency, terminated from employment for failure to maintain the necessary qualifications required for that position.

Employees whose job classifications or positions occasionally require the employee to use a vehicle for conducting business, and who subsequently have their driving privileges
suspended, revoked, or barred shall, for the period of suspension, not operate any ISD or state vehicles.

Code of Iowa Chapters 321J and 252J
Board of Regents Policy Manual 2.1.4.P

L. Confidential Information Policy

Staff members, in the course of their service with the school, may come in contact with information which is of a confidential nature. Employees with access to such information are expected to keep the confidence placed in them and practice discretion and good judgment in the release of information entrusted to their care.

M. Student Records Policy (See Appendix D)

N. Political Activity Policy

No employee will engage in any partisan political activity that is prohibited by law. School staff members are not permitted; during working hours, or when performing their duties, or when using state equipment, or at anytime on state property; to take part in soliciting any contribution for any political party or person seeking political office; nor are employees to engage in any political activity that will impair their efficiency during working hours. School policy in this regard does not preclude any employee from holding any office for which no pay is received or any office for which only token pay is received.

No person shall seek or attempt to use any political endorsement in connection with any appointment to a position in the Merit System. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment to a position, or an increase in pay or other advantage in employment in any such position, or for the purpose of influencing the vote or political action of any person for any consideration. Employees shall not use their authority or influence for the purpose of interfering with an election or affecting the results thereof.

O. Religious Activity Policy

ISD does not favor any religious viewpoint. All activities on campus must maintain complete religious neutrality. This in no way conflicts with parents’ and students’ rights of freedom of religious thought or religious activity off campus.

P. Solicitation Policy

Sales person or agents for any product, proposition or cause are prohibited from soliciting anywhere on ISD property except with specific written permission of the superintendent.

Permission is given by the superintendent for solicitation of employees by charitable organizations under all of the following circumstances:
a) The organization must prove tax-exempt status as provided in Section 501 (c)(3) of the Internal Revenue Code.
b) Solicitation must be conducted through the campus mail system or through an on-campus coordinated campaign of all eligible organizations who have given written notice of the desire to participate at least 120 days prior to the campaign.
c) The organization may be expected to pay the administrative and out-of-pocket costs associated with using the campus mail system or other school facilities.
d) Each organization is limited to one solicitation each calendar year.
e) Any eligible charitable organization may arrange to conduct information sessions at which no solicitation occurs, as such times, places and in such manner as the school deems reasonable, no more than once a year.
f) Any eligible charitable organization acting pursuant to the authority of this rule may also make use of the payroll deduction system described in the Code of Iowa Section 79.14 and 79.15, if qualified.

Approved by Board of Regents 4/20-21/1988

Q. **Student Search**

ISD recognizes the students’ right to privacy: ISD also recognizes that under extenuating circumstances, a search of a student’s dormitory room and other private areas (such as clothing worn or carried by the student; purses, backpacks, lockers, etc.) may be necessary to ascertain whether a criminal offense has occurred or a school rule has been violated.

School officials may conduct periodic inspections of all school lockers. However, the school shall provide notice to the students, at least twenty-four hours prior to the inspection, of the date and time of the inspection.

A school official, (a certificated school employee and noncertificated school employees employed for supervision purposes) may conduct a search of a student or a protected student area only if all of the following apply:

a.) The school official has a reasonable suspicion that a criminal offense or a school rule has been violated.
b.) The school official has a reasonable belief that the search will produce evidence of the violation.
c.) The search is particular to the student(s) believed to be involved.

Under no circumstances may a search be made which is unreasonable in light of the following:
- the age of the student
- the nonseriousness of the violation
- the sex of the student
- the nature of the suspected violation.

A school official shall not conduct a search that involves:
- a strip search
- a body cavity search
- the use of a drug sniffing animal to search a student’s body
- the search of a student by a school official not of the same sex as the student.

Material or evidence obtained directly or indirectly as a result of a search is admissible in a criminal proceeding against a student.

The school will attempt to notify parents/guardians prior to any search. However, a search without parent/guardian notification will be conducted according to the above procedures if the situation warrants such action.

Legal reference: Code of Iowa 279.8 and 279.9 and 808A

Approved by Board of Regents 6/27/1990

R. Traffic and Parking Procedures

All employees are asked to follow these driving and parking procedures while on campus:

- Parking in front of the Administration building will be limited to authorized employees and visitors. Parking behind the Administration building will be limited to authorized employees and handicapped visitors.
- There should be no parking in the following areas: any area marked in yellow, unloading areas for food trucks, fire routes, the main circle drive and any area marked “No Parking.”
- All other parking lots may be used by all school personnel.
- ISD assumes no liability for cars or contents inside cars when parked on campus.
- Abide by posted speed limits.
- Failure to comply may result in loss of on-campus driving privileges.

S. Use of Facilities Procedures

The facilities of ISD are reserved for the primary use of students. Use of the facilities for recreation or similar activity can be extended to employees of ISD and to certain outside groups with the express written consent of the Superintendent. Facility Request forms should be completed and turned into the Facilities Office to initiate these requests.

T. School Decorations

All furnishings and decorations should be in compliance with fire safety regulations. Any decorations requiring electricity must have a certification label of Underwriter’s Laboratories (UL). Live Christmas trees or decorative branches will not be permitted in any school or residential building. No furnishings, decorations, or other objects shall be so placed as to obstruct exits, entrances or hinder visibility. Any questions relating to fire safety concerns should be directed to the Facilities Office.

U. Inclement Weather/School Closing Procedure
Since ISD is a residential school, inclement weather will rarely cause a school closing. Employees are asked to plan ahead and remember it is the school’s responsibility to ensure that each student’s safety and well being are paramount.

The authority to determine whether to close the school facility rests solely with the Superintendent in cases of inclement weather. When the employer closes the facility, employees may use vacation or leave of absence without pay as they may elect. When the facility is not closed, employees who are not required to report to work and do not report to work may request to use earned compensatory time or vacation.

V. Meal Purchasing

Employees may purchase meal tickets from the Business Office. All non-employees wishing to eat in the school’s cafeteria must obtain approval from the Office of the Superintendent.

W. Bus Driver’s Physical Examinations

Bus drivers must pass a physical examination every two years unless medically required otherwise. These examinations must be administered by a nationally certified DOT provider. The School will pay the cost of the bus driver’s physical.

X. Employee Appearance

The appearance and conduct of employees creates an immediate impression on others. The public expects a higher standard of behavior from one engaged in state educational work. Employees are expected to dress appropriately for their jobs and conduct themselves professionally.

Y. Cell Phone Policy

Work Related Use of Cell Phones and Portable Electronic Communication Devices:

Employees designated by the nature of their work, and upon recommendation of the immediate supervisor and approval by the Superintendent or designee, will be issued a cell phone for Agency business use. Agency cell phones are the responsibility of the individual to whom they are issued.

1. Use of Personal Cell Phones for Agency Business Purposes

Agency employees are required to obtain supervisor approval prior to using personal cell phones for any Agency business purposes. Personal cell phone use (calls and texting) for Agency business should be limited to emergency or critical communication requiring an immediate response.

2. Electronic Communication with Students and Parents/Guardians
All electronic communication between staff and students or the students’ parents/guardians must be conducted through agency-owned devices; e-mail accounts; and platforms.
EMPLOYEE HANDBOOK
Section V Employee Code of Conduct and Right to Grievances and Appeals

A. Employee Code of Conduct

All staff members are expected to act in the most prudent and exemplary manner possible in order to successfully carry out the mission of the Iowa School for the Deaf. All employees are reminded that it is essential to set good role models for our students and maintain a harmonious working relationship within the School’s work force. Examples of violations of the staff code of conduct are outlined below. They are provided as examples and should not be considered all inclusive. Employees covered by the collective bargaining agreement will be disciplined in accordance with the negotiated agreement and good administrative practices. The school subscribes to the principle of progressive discipline when the situation warrants. An infraction could be moved to a higher level if severity of the infraction warrants.

1. Level I Violations—Corrective action, normally handled by immediate supervisor.
   a. Demonstrated inefficiency or inability to perform job.
   b. Arriving at work after approved scheduled start time or leaving work before approved scheduled quitting time.
   c. Abuse of break or meal periods.
   d. Personal or discourteous use of school phone service.
   e. Making false or malicious statements concerning other employees, supervisory staff, or the department.
   f. Personal unauthorized use of the School’s photocopy machines.
   g. Unauthorized posting or removing of notices, signs, posters, or similar materials.
   h. Violation of health and sanitation procedures, directions and requirements, including littering or creating unsanitary conditions.
   i. Engaging in any outside activities or employment which may impair the employees’ independence of judgment or ability to perform duties as an employee of the state.
   j. Transacting business as an employee of the state with any business entity in which the employee has an interest, except as authorized by law.
   k. Soliciting or accepting unauthorized compensation, reward, gratuity or gift of any kind of value for any matter related to the employee’s job as an employee of the state.
   l. Selling or buying commercial or private products or services on state time or premises.
   m. Unauthorized solicitation of funds or donation for any purpose on state time.
   n. Unauthorized distribution of printed matter on state premises.
o. Unauthorized possession, lending, borrowing, or duplication of keys or government credit cards, careless or improper use of keys or credit cards, or failure to report promptly the loss of keys or credit cards.
p. Dress or grooming which is inappropriate or unsanitary for the employee’s specific assignment.
q. Failure to maintain a harmonious work relationship.
r. Repeated Level I Violations may warrant a Level II disciplinary action.

2. Level II Violations—Official warning from immediate supervisor, notification of the warning placed in the personnel file and possible suspension without pay, in accordance with applicable rules.

a. Encouraging or condoning students’ violation of rules or insubordination to staff.
b. Unauthorized absence or leaving work site without approval.
c. Insubordination.
d. Sleeping on duty, not involving student safety.
e. Willful neglect resulting in serious damage to equipment, materials.
f. Failure to report on-job accident within 24 hours.
g. Failure to report lost time for Worker Compensation claim.
h. Failure to provide needed information about accident.
i. Excessive tardiness.
j. Unauthorized use of school facilities or equipment.
k. Not presenting doctor’s statement when required.
l. Failure to report accident or provide necessary information to Human Resources.
m. Inducing others to violate rules.
n. Gambling.
o. Failure to observe all safety rules and practices, including the use of protective equipment and clothing or in the operation of vehicles and equipment.
p. Disclosure of confidential information and records to unauthorized personnel.
q. Giving false reason for absence.
r. Failure to observe smoking regulations.
s. Loafing, loitering, or engaging in unauthorized personal business or visiting.
t. Abuse of sick leave.
u. Repeated Level II violations may warrant a Level III disciplinary action.

3. Level III Violations—Probable Immediate Dismissal in accordance with applicable rules.

a. Violation of Child Abuse/Neglect policy.
b. Stealing.
c. Lewd conduct on campus.
d. Job abandonment.
e. Sexually harassing a fellow employee.
f. Falsifying personnel or payroll records.
g. Failure to appropriately request or return from required leave of absence.
h. Trafficking in alcohol or drugs.
i. Attempting or assisting another to file Worker Compensation claim for non-
work injury.
j. Provide students with alcohol, drugs, etc.
k. Charged with and/or convicted of a crime, the nature of which would affect
the employee’s ability to perform his/her job.
l. Starting a fight.
m. Reporting to work in intoxicated condition.
n. Sleeping on duty, involving student safety.
o. Possession of lethal weapon, alcohol or illegal drugs.
p. Willful damage to property.
q. Threatening physical violence.
r. Gross negligence or safety violation which would result in serious injury or
death.
s. Using prohibited disciplinary procedure with student (those which cause
physical pain or discomfort).
t. Intentionally falsifying records or giving false information to other
government agencies or private organizations or to employees responsible for
record keeping.
u. Student relationship based on physical, sexual or romantic attraction.

4. The rights of grievance and appeal are not superseded by this policy.

B. Grievances and Appeals

A grievance is a matter of dispute between a staff member and another staff member,
supervisor, the school or its administration arising from what is believed to be an
infraction of established policies or procedures governing terms of employment, working
conditions, hours of work, compensation, or similar matters.

The School, wishing to afford every opportunity for the resolving of grievances, has
developed step-by-step procedures which, starting on the supervisory level, permit a
review of unresolved grievances by progressively higher authority. The School’s formal
appeal procedures recognize appeals from personnel actions relating to rejection or
acceptance of transfer applications, classification of a position, dismissal, suspension or
demotion, alleged act of discrimination, and such other personnel grievances as
institution rules and regulations provide. The channels for an employee to use in appeal
to higher authority are:

1. The immediate Department Supervisor
2. The Institutional Official over the Department (written statement)
3. The Human Resource Director
4. The Superintendent

Pursuant to the Board of Regents Policy Manual, Section 1.7, employees may request the
Board of Regents review final institutional decisions on appeals. The Board of Regents
may, at its discretion, review the case and determine the rights of the employees covered
by these rules and regulations. (Employees desiring specific grievance procedures may secure same from immediate supervisors, department heads or the Human Resource Director upon request).
EMPLEYEE HANDBOOK

Section VI Information Specific to Faculty Employees

A. Included in the faculty classification are:
   Assistant Principal
   Curriculum Coordinator
   Instructional Coordinator
   Librarian
   School Counselor
   School Psychologist
   Speech Language Pathologist
   Statewide Consultant
   All other teachers

B. Faculty Appointments

   Salary Schedule Guide  The salary schedule is a guide for determining teachers’ salaries
   and shall not be construed as a binding document between the Board of Regents and the
   teaching staff. However, the Board will make every reasonable effort to maintain this
   schedule.
   
   • At the discretion of the school administration, incoming teachers may be
     given credit on the schedule for experience outside the Iowa School for the
     Deaf. To those teachers who have not held a full-time teaching position for at
     least one school year in the past five-year period, only five years’ credit may
     be given for any previous experience.
   
   • Employees on the regular salary schedule shall be granted one increment or
     vertical step on the schedule for each year of service until the maximum for
     their educational classification is reached, so long as, in the opinion of the
     Superintendent, they are fulfilling their faculty responsibilities in a
     satisfactory manner.
   
   • Faculty on the regular salary schedule who move from one educational track
     to a higher educational track shall move to the corresponding eligible step on
     the higher track. For an employee to advance from one educational track to
     another, suitable evidence shall be filed of additional educational credit with
     the Superintendent.
   
   • No faculty member shall be hired or promoted to a track for which they do not
     possess the minimum educational requirements. All degrees and graduate
     credits, in the opinion of the Superintendent, should be appropriate and
     reasonably related to the duties of the faculty member. Undergraduate credits,
     at the discretion of the Superintendent normally shall not be considered in
     determining placement beyond Track I. **Graduate courses should be
     approved in advance by the Superintendent for each faculty member in
     order for such credit to qualify the faculty member for promotion to a**
higher track. A faculty member shall be promoted to the track for which, in the opinion of the Superintendent, the faculty member possesses the minimum educational requirements on or before the commencement of the academic year in which the promotion is to be effective.

- Faculty members shall be awarded the appropriate certification increment in accordance with the pay schedule, when they have received certification on or before the commencement of the academic year in which the certification increment is to be paid. Faculty members shall be required to maintain certification to retain the certification increment.

- It is the faculty member’s responsibility to file and/or update completed college transcripts and CED certification with the Human Resources office. These must be on file prior to the first working day of the contract to influence pay for that contract year. The only exception will be when a college class is completed immediately prior to the start of the contract year. In these cases, transcripts must be submitted by September 15.

-School Year The teaching contract shall not exceed a total of 189 days, of which no less than 180 shall be scheduled for teaching days. Teachers who are new to the school system may have two additional contract days. The school calendar shall be adopted and approved by the Board of Regents. The days school is not in session because of inclement weather, illness, or other causes must be made up at such time as scheduled by the school administration.

-Hours of Duty All teachers are expected to be on duty by their regularly scheduled start time, and may leave at their regularly scheduled departure time, and shall have a duty-free, uninterrupted lunch period of not less than thirty minutes. This time schedule shall not preclude meetings called by supervisors and administrators which fall before the employee’s start time or after the employee’s departure time, nor shall it preclude as part of a normal teaching assignment the direction of extracurricular activities at other times. Teachers may leave the campus without requesting permission during their scheduled duty free lunch periods and with permission during their preparation time.

C. Probationary Period and Continuing Contract

The first three consecutive years of employment of a teacher are a probationary period. Upon completion of the probationary period, the contract shall be continued automatically for equivalent periods except as modified or terminated by mutual agreement or for cause.

D. Personal Business Leave

Annually, sixteen hours of personal time will be granted to faculty members at the beginning of the contract year. This allowance shall be cumulative to not more than three days (twenty-four hours). Requests for use of personal leave must be made to, and approved by the supervisor. Supervisors will consider the potential impact on students
and service provision prior to approving or denying requests for personal leave. Personal leave may be taken in 2 hour increments.

E. Professional Leave Time

Professional leave time may be granted without loss of pay with prior approval of the principal and concurrence of the Superintendent for in-service training, school visitations and professional conferences.

F. Unexcused Absence (Absence Without Pay)

A teacher taking an unexcused absence (not covered by personal or sick leave) must get permission for that absence from the Superintendent prior to departure. Absences of this nature shall not be granted immediately prior to, nor immediately following, school vacation periods. Compensation for payroll deductions will be the contracted salary divided by 189.

G. Temporary Assignment

A supervisor may temporarily assign a faculty member to other duties, either on or off campus as work assignments requires. The hours worked will be equal or less than those of the regular work schedule.

H. Contract

Following successful completion of the probation period, the contract shall be automatically in force for annual periods except as modified or terminated by mutual agreement of the Superintendent and the teacher or by dismissal as stated in the next section.

BOR Policy Manual 2.1.1.E

I. Resignations

Resignations are to be submitted to the Superintendent no later than April 15 of the year in which the resignation is effective. Teachers whose contracts are to be terminated are to be informed by the Superintendent by April 30 of the year in which the termination is effective. The notice of termination will inform the teacher of the right to a private meeting with the Superintendent. Current grievance and appeal procedures in effect at ISD and as provided by law apply.

J. Preparation Time

Preparation periods are to be used for pupils and/or parent conferences, lesson preparation, or any other relevant instructional effort on the campus.

K. Graduate Degree
Any teacher with a graduate degree, hired since the 1972-73 school year, will be paid at the appropriate graduate degree level on the salary schedule only if that teacher is teaching in the field in which the graduate degree was earned.

L. Evaluations

ISD is committed to a strong educational program. Performance Based Teacher Evaluations will be used in a continuous process with standards and criteria to reflect measurable, observable and definable teacher behavior. This system involves a series of scheduled and unscheduled classroom observations of a teacher by the teacher’s principal. During conferences following each evaluation, goals for improvement are developed by the principal and the teacher. At the end of the school year an over-all evaluation based on the previous observations and the achievement of goals is made by the principal.

Probationary faculty will be evaluated annually, and other faculty will be formally evaluated every three years.

M. Salary Changes

The Board of Regents reserves the right to amend or abolish this pay plan and these rules annually. In the event of severe economic restraints or budgetary cutbacks changes may be made at anytime.

N. Noncertified Teachers

The hiring and retention of noncertified teachers is subject to the discretion of the Superintendent. In addition, noncertified teachers employed continuously for two years shall be subject to the certification requirements in the standard contract.
ISD Employee Handbook

Section VII  Information Specific to Merit Employees

A. Merit employees at Iowa School for the Deaf include the following classifications:

<table>
<thead>
<tr>
<th>Account Specialist</th>
<th>Groundskeeper I, II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>Houseparent I, II</td>
</tr>
<tr>
<td>Clerk IV</td>
<td>Power Plant Firer/Utility Worker</td>
</tr>
<tr>
<td>Cook I, II</td>
<td>School Assistant</td>
</tr>
<tr>
<td>Custodian I, II</td>
<td>Secretary I, II, III</td>
</tr>
<tr>
<td>Facilities Mechanic III</td>
<td>Registered Nurse</td>
</tr>
<tr>
<td>Food Worker I, II</td>
<td></td>
</tr>
</tbody>
</table>

Policies and procedures regarding compensation plans, applications and examinations, appointments, probationary periods, promotions, transfers, demotions, appeals, attendance, and leave, are covered by the Regents Merit System rules.

Merit system employees, excluding confidential and supervisory employees, are covered by the Collective Bargaining Agreement between the State of Iowa and American Federation of State, County, and Municipal Employees (AFSCME). All Institutional Officials and Human Resources have an up-to-date copy of the Collective Bargaining Agreement.

B. Appointments:

A full-time regular employee works at least 30 hours per week regularly and not on a temporary basis. This individual will be eligible for full insurance benefits and would accrue sick leave, holiday and vacation benefits.

A part-time regular employee works at least 20 but less than 30 hours per week regularly and not on a temporary basis. This individual would be eligible for partial insurance benefits and would accrue sick leave, holiday and vacation benefits.

A temporary appointment may be made to provide temporary services for less than 780 hours per fiscal year.

Project appointments may also be made in special circumstances.

C. Probationary Period

All merit employees appointed to a regular full or part time position will have a six month probationary period as an important part of the examination and selection process. This period will be used to closely observe and evaluate the employee’s work, to train and aid the employee in adjustments to the new positions, and to reject and dismiss any employee whose performance fails to meet standards.
D. Merit Increases

Pay Grades are assigned based on application of the Job Evaluation Instrument in compliance with the state’s comparable worth law (Code of Iowa 70A-18). Most employees are hired at the bottom of the pay range. Step increases will occur as designated by the Regents Merit System Rules. No merit increases will be granted above the maximum of the pay grade.

E. Promotions and Transfers

To be promoted into a desired classification, an employee must have applied in writing to the Human Resources department. Transfers must be submitted in writing to the Human Resources office within five workdays of a position opening.

F. Classification Assignment Review

If employees feel their position has not been assigned to the correct classification, they may obtain a Position Description Questionnaire from the Human Resources office. Completing the questionnaire and returning it to the Human Resources office will initiate a review of the position classification.

G. Call-Back Service

Merit employees, who are called back to work after completing their regular work schedule or who are called in on their day off, will be guaranteed a minimum of three hours at the appropriate rate of pay. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee’s scheduled work shift. Call-back pay is not applicable to employees prescheduled for duty at least forty-eight hours in advance.

H. Shift Differential

In addition to the employee’s regular hourly rate, a shift differential will be applied when a shift includes four or more hours between 6:00 p.m. and midnight or when four or more hours occur between midnight and 6:00 am. The amount of the shift differential will be determined by the merit system director.

I. Bus Chaperone Policy

Houseparent II’s and School Assistants may be assigned duties as bus chaperones. They will be paid at their regular rate. Chaperones for homegoing weekends are paid for the time spent preparing for the trip (i.e. Gathering medications, loading suitcases, etc.) riding and chaperoning the bus, and for work that is necessary to be completed upon arrival at the destination.
EMPLOYEE HANDBOOK
Section VIII Information Specific to Professional and Scientific Employees

A. Professional and Scientific (P & S) employees include the following classifications:

   Accountant I & II
   Administrative Assistant
   Assistant to the Dean of Students
   Athletic Director
   Director of Extended Learning
   Director of Human Resources
   Educational Interpreter
   Facilities Manager
   Information Technology Associate
   Information Technology Specialist
   Outreach Coordinator
   Registered Nurse, Head
   Dean of Students
   Residential Counselor
   Sign Language Instructor
   Sign Language Program Coordinator
   Student Life Advisor

B. Probationary Period

P & S employees will serve a probationary period of two years that may be extended to no more than three years. A staff member who has achieved permanent status in a position and accepts a promotion to a new position will serve a probationary period of one year. Probationary P & S employees serve in an at-will capacity and may be terminated at any time.

C. Salary Administration

P & S positions are assigned to a pay grade and salaries are adjusted within ranges on the basis of performance and policy established by the Board of Regents.

D. Administrative Leave

P & S employees may, upon application, be granted short-term leaves of absence with continued earnings to participate in meetings, conferences, programs, or to otherwise engage in activities relating to ISD duty assignments. Such short-term leaves are normally for periods of a week or less yet may, at the discretion of the ISD administration, be granted for a period of up to twenty-two consecutive days.
E. Terminations of Non-Probationary P & S Employees

Professional staff members may be dismissed or demoted because of unsatisfactory performance, because of the elimination of positions as the result of departmental reorganization or the lack of funding, or because of misconduct prejudicial to the School or the Board of Regents.

A. Deliberate infraction of law, moral turpitude, substantial neglect of duty, or other misconduct prejudicial to the School or the Board of Regents may be cause for summary dismissal.

B. When the position of a non-probationary professional staff member is to be eliminated because of departmental reorganization or lack of funding, the employee will be so advised as soon as is reasonably possible and not less than three months prior to termination. However, when a professional position is eliminated because of lack of funding that is the result of action external to the School or the Board of Regents, the notification provisions of this policy shall not require the employment of a staff member beyond the time that salary funds allocated for his or her position are available and shall not require the displacement of another employee. An exception to the notification provision because of lack of funding that is the result of action external to the School or the Board of Regents must be approved by the Superintendent or the Executive Director of the Board of Regents, State of Iowa.

At the request of a non-probationary employee whose position has been eliminated, that employee will be given priority consideration for comparable vacancies that occur within one year thereafter.

C. Notification of the dismissal of a non-probationary professional staff member for unsatisfactory performance shall be communicated to the staff member in writing at least one month prior to the date of termination. Prior to notification of dismissal for unsatisfactory performance, a professional staff member who has successfully completed a probationary period and has been given permanent status shall be given:

1. Written notice informing the staff member of an unsatisfactory performance evaluation and the reasons therefore, and that the continuation of such performance will constitute grounds for dismissal, and

2. The opportunity to correct such performance during a period of review that will commence with the notice of unsatisfactory performance and continue for no less than two months and no longer than eleven months. The review period will terminate after eleven months or earlier as the result of a satisfactory performance appraisal or a notice of dismissal.
F. Appeals

P & S employees are encouraged to discuss their concerns with their appropriate department heads or unit supervisors. Unresolved differences or complaints alleging violation of established rules and regulations concerning terms and conditions of employment may be formally appealed by a P & S staff member in accordance with the following procedure:

A. A written statement of the staff member’s complaint including a general description of the circumstances, citation of the rule or regulation allegedly violated, and the remedy requested shall be presented to the employee’s immediate supervisor within 14 days after the occurrence of the matter leading to the grievance or within 14 days of such time that the employee has, or could reasonably be expected to have, knowledge of such occurrence. The supervisor will investigate the complaint and respond in writing to the grievant within seven days after its receipt.

B. If staff members are not satisfied with the response, they may appeal in writing within seven days to the Superintendent.

While the early resolution of grievances is encouraged, with the consent of both parties, the time limitation prescribed in the above procedure may be waived. P & S employees in probationary status or within temporary appointments will be permitted access to the appeal procedure with the right to pursue a grievance at steps within the School or the Board of Regents. After exhausting the above appeal procedure, permanent staff may appeal final decisions to the Board of Regents regarding only those matters permitted under Board of Regents appeal policies and rules.
EMPLOYEE HANDBOOK
Section IX Business Office Procedures

A. Office Hours

The Business Office is generally open from 8:00 am to 4:30 pm Monday through Friday.

B. Conflict of Interest Policy

No full-time employee or affiliate can sell or provide goods or services to a Regents institution except under certain conditions. Contact the Business Office to initiate the process for Board of Regents authorization.

Approved by Board of Regents 12/19/1990

C. Insurance/Risk Management/Casualty Losses

ISD is self-insured through the State of Iowa in all areas except employee’s personal losses, money-in-transit and student participation in athletic events.

- Cases of property loss must be reported immediately to the Director of Business Operations.
- Students who participate in athletic events are required to provide proof of individual medical insurance coverage.
- All automotive accidents must be reported as outlined in Section E.

ISD insurance is intended to provide basic legal and financial protection for the school and its staff members, should they be faced with possible tort liability exposure while acting on behalf of the school. However, the school expects all staff members to exercise prudent judgment in carrying out their responsibilities. These programs will not protect an employee who is acting outside the scope of his or her employment, who is acting in bad faith, with malice, or who is involved in a criminal activity. It is hoped that in all of the school’s activities, no liability claims will be incurred. Whenever a potential situation develops that may result in liability action against the school, employees should immediately notify the Director of Business Operations so appropriate steps may be taken.

D. Property/Personal Accident Reporting

Board of Regents, State of Iowa Property Loss Report and Incident Report should be filled out and submitted to the ISD Business Office when the following conditions arise:

1.) Any incident which you feel is likely to lead to a claim.
2.) Any incident which results in an injury to a student or a member of the public if medical assistance is requested or appears to be required.
3.) Any incident which results in property damage to non-owned ISD property.
4.) Theft or damage to ISD-owned property.
EXAMPLES:
- Laboratory or classroom accidents
- Slips or falls inside or outside ISD owned buildings
- Vehicle accidents
- Injury or property damage incidents during special events.

E. Vehicle Accident Reporting

Enclosed in each school vehicle is a packet entitled “What To Do In Case of an Accident.” Should any employee become involved in an accident the following procedures are also outlined in the packet, along with the necessary forms.

In all cases, complete the Driver’s Exchange Cards enclosed in the packets. Fill one out and give it to the other driver, and have them fill one out for you. It is your responsibility to be sure the information is complete.

IMPORTANT:
- Do not admit liability.
- Do not attempt to settle your own claim.
- Do not let the other party or his insurance carrier talk you into agreeing to a settlement.

An Iowa Regent Institutions vehicle accident report must be completed within 72 hours:
- Whenever an ISD vehicle sustains damage of any kind.
- Whenever an ISD vehicle is involved in ANY accident resulting in any damage to the state vehicle, injury to a person, damage to another vehicle, or damage to another party’s property.
- Whenever an ISD employee is driving a personal vehicle on state business and is involved in a motor vehicle accident.

EXCEPTION: If no other person, property or vehicle is involved, and employee sustains no personal injury, no reporting is needed for damage to an employee’s vehicle while conducting state business. The employee’s insurance company is expected to provide the necessary coverage.

The completed vehicle accident report must be forwarded within 72 hours to:
1. Office of Drivers Services, Park Fair Mall, 100 Euclid Ave. PO Box 9204, Des Moines, IA 50306-9204
2. ISD Business Office

A D.O.T. Motor Vehicle Accident Form must be completed within 72 hours:
- if the combined property damage exceeds $500 or a personal injury is involved, a Department of Transportation Report of Motor Vehicle Accident form must be completed and distributed within 72 hours as follows:
  1. The original to the Department of Transportation in the envelope provided.
2. One copy attached to the damage report submitted to the Department of General Services.
3. One copy attached to the damage report submitted to the ISD Business Office.

In addition to the above reports, Board of Regents, State of Iowa Property Loss Report and/or Incident Report must be filled out and submitted to the Board of Regent, State of Iowa’s office. This report should be submitted through the ISD Business Office within 24 hours.

**In case of serious injury or death** the driver is to notify the Director of Business Operations at ISD immediately at 712-366-0571. If unavailable, the Department of General Services in Des Moines must be contacted at 515-281-7703. Current contact is Kathy Miller.

**Repairs to State Vehicles:** Two estimates of repair must be submitted to the Director of Business Operations before repairs will be authorized. Repairs MUST be authorized before repair work is started. Damage settlements for state vehicles MUST be conducted through the ISD Business Office. Employees cannot agree to any settlement involving a state vehicle. Instruct the other driver’s insurance representative to contact Kathy Miller, Department of General Services, Hoover Building, Level A, Des Moines, IA 50319, telephone number 515-281-7703 regarding any insurance settlement. Do NOT agree to let an insurance company make payment to a repair shop for vehicle damage.

All submission of repair estimates will be provided by the ISD Business Office to the Regent’s Board Office and the Department of General Services. Once ISD has met its $5,000 property loss deductible, all claims will be paid through the Executive Council of the State of Iowa.

**F. State Vehicle Usage**

School vehicles are available to licensed employees for the purpose of conducting official business on behalf of the school. All employees are expected to operate vehicles in a safe and conservative manner. All traffic violations, other than equipment safety violations, are the responsibility of the respective driver. All school buses and other vehicles used to transport students on a daily basis are safety inspected by the Department of Transportation twice a year.

All employees are responsible for checking the condition of vehicles prior to departure and upon return to the campus. All employees are required to report unsafe equipment experienced or observed to the Transportation Office. It is suggested that employees ensure that all fuel, coolant and lubrication levels are full before moving the vehicle.

All employees are mandated to use supplied seat belts in all vehicles. All children transported are subject to proper child restraint laws and it is the driver’s obligation to know and comply with applicable requirements. Drivers who are unaware of requirements should contact the Transportation Office.
All employees should contact the Transportation Office to reserve vehicles at the earliest possible date to ensure availability. In the event no vehicle is available for use and the trip cannot be rescheduled, staff may be authorized by the Superintendent to use their personal vehicle and be reimbursed for the use thereof.

School vehicles may not be used to conduct personal business at any time, nor be kept overnight at any employee’s residence. Smoking in a state vehicle is strictly prohibited.

The Transportation Office checks out vehicle keys and credit cards when needed. In the event the office will be closed at the time of departure, the employee should make arrangements to pick up the keys in advance.

All trip/mileage forms, provided in each vehicle, should be completed in sufficient detail to allow for annual auditing mandates and preparation of required mileage reports. All keys and credit cards should be returned directly to the Transportation Office immediately upon return to the campus. All credit card receipts should be submitted to the Business Office.

G. Travel Policy

All employees are eligible for travel expense reimbursement, within established limits for travel while conducting official business on behalf of the institution.

All out of state travel, for which reimbursement is requested, must be approved in advance by the Superintendent.

All travel reimbursement should be requested by submitting an ISD expense statement form. These forms should have all appropriate receipts attached and should be filled out in sufficient detail. Sufficient detail includes, but is not limited to, destination, explanation of purpose, dates, explanation of items considered to be unusual and needing further clarification. All ISD expense forms must be approved by the department head to receive reimbursement. All travel by administrators must be approved by the Superintendent.

1. Meals
   a.) All meal reimbursements require a paid receipt.
   b.) No reimbursements will be made for tips or alcoholic beverages.
   c.) When there is no overnight stay involved, meal reimbursements are considered taxable income.
   d.) Reimbursement limits are:
       Breakfast - $8.00; departure must be before 6:00 am and return to campus after 8:00 am.
       Lunch - $12.00; departure before 11:00 am and return after 1:00 pm.
       Dinner - $26.00; departure before 5:30 pm and return after 7:30 pm.
e.) To receive reimbursement for meals that exceed these limits, written approval must be received from the Superintendent. The employee must document in writing why the exception is being requested.

2. Mileage

All employees traveling on official business are expected to utilize school vehicles unless explicitly approved by the Superintendent. If no school-owned vehicles are available and the trip cannot be re-scheduled, the employee may be authorized to use a personal vehicle and be reimbursed at the current state rate.

3. Lodging

Employees who are away from the campus overnight are authorized to obtain and/or be reimbursed for out of pocket expenses for lodging. Reimbursement will be contingent upon the following:

a.) When possible, all lodging should be booked in advance and a purchase order used. A purchase order will enable the school to avoid paying Iowa sales tax and to receive government rates.

b.) Lodging is limited to the actual/reasonable cost for a standard single room.

c.) Reimbursement for lodging paid by the employee will be processed if an itemized receipt is presented.

d.) Reimbursement for personal entertainment will not be approved. This includes in-house movies and local/long distance phone calls made that are not for school business. Employees will be requested to verify that all phone charges were for school business in order to be reimbursed.

4. Other Travel Expenses

Employees will be furnished with necessary travel consisting of, but not limited to, airfare, train fare, bus fare, taxi fare, car rental and parking fees in performance of their official duties. All air, train, and bus travel is expected to be booked ahead of time and a purchase order issued.

5. Federally Funded Travel

Travel conducted under federally funded programs will override ISD’s travel policies. Any employee that travels while performing duties that are paid from a federal program will be notified of the current reimbursement rates. Any federally funded travel expenditure that exceeds the federal limits, even if it is within ISD’s travel limits, will not be reimbursed.

H. Gift/Grant Reporting
Unless specified for the benefit of a certain student or group of students, donations become the property of the school. All gifts/donations received are subject to reporting requirements. The following reporting procedures must be followed:

1.) All gifts/donations must be approved by the Superintendent.
2.) Those wishing to donate items should provide:
   a.) the name of the individual or organization,
   b.) the dollar value of the donated item,
   c.) the proposed use of the donated item.
3.) Upon approval and receipt of the donated items, a letter of acknowledgement shall be sent to the donor. The Superintendent prepares this letter with a copy forwarded to the Business Office.
4.) The receiving department assumes custodial responsibility for the donated items.
5.) Donated equipment that falls under the category of Capital Equipment will be listed, numbered, and inventoried.
6.) The Director of Business Operations shall approve disbursement of donated equipment.

All local, state, and federal grants shall be approved by the Superintendent and administered by the Director of Business Operations. All grant activity will be filed in the Business Office.

I. Key Issuing

Employees and authorized personnel may have appropriate keys issued, upon approval of the supervisor and an institution head.

Employees receiving keys will be required to sign for the keys and will be charged an appropriate replacement cost for lost keys.

Employees leaving for summer vacation will be required to turn in their keys to their supervisor as a prerequisite to receiving their summer paychecks.

Employees leaving the school’s employment will be required to turn in their keys prior to receiving their last paycheck.

J. Requisitions

Employees should thoroughly complete an ISD Requisition Form and submit it to their supervisor to initiate purchases. Requisitions may be filled by using an ISD Purchase Order or from the ISD storeroom.

Requisitions related to on-campus housing must be approved by the Superintendent.

No requisition will be processed after May 1 unless reasonable assurance is provided that the item will be received before June 30 and paid for before August 31. This will allow
ISD to meet the current encumbrance/reversion statute from the State of Iowa, Code of Iowa 8.33. Exceptions for specialized equipment and construction will be permitted.

On supplies or services over $250, employees are encouraged to obtain at least two price quotes before submission.

Expenditures over $2,500 require special procedures such as:
- Submission for bidding through ISU’s purchasing department
- Board Office approval

K. Purchase Orders

Purchase Orders allow money to be set aside to ensure the availability of adequate funds. This allows for the processing of payment. Purchase Orders also ensure that the Vendor will be informed that the School is exempt from certain state and federal taxes and that as a State entity, it is authorized to receive any government discount available.

Blanket Purchase Orders will be authorized on a very limited basis. This process will eliminate processing a Purchase Order each time on accounts where purchases are numerous. These will be authorized only on local vendors.

If a department changes the order after a Purchase Order has been generated, the Business Office is to be notified immediately in order to update its records.

In cases where pre-payment is required by the vendor, a check will be sent along with the white copy of the Purchase Order. This practice will be the exception and should be avoided if possible.

Accounts that are considered open charge accounts will require that a receipt be turned in to the Business Office. These will be matched up with the Invoice received from the Vendor at the time of receipt. A Purchase Order will be generated upon receipt of the Invoice.

Credit card charges will require the return of the receipt to the Business Office. Again, a Purchase Order will be generated upon receipt of an Invoice that matches the tickets/receipts.

ISD prohibits employees from making any monetary commitments for materials and/or services without the benefit of an approved Requisition and executed Purchase Order.

Employees who bypass this method of procurement risk non-reimbursement due to inability to approve the purchase or fund availability. In addition there is a risk that the item or service is non-conforming to current purchasing guidelines and/or is illegal for the school use.

Non-Purchase Order items, if approved, will have reimbursement reduced by any sales tax from which ISD is exempt.
All requests for reimbursement of non-Purchase Order items will be paid from the Business Office Petty Cash fund only if less than $25 or by check.

Should employees wish to purchase items using petty cash, an ISD small order voucher should be utilized.

**L. Petty Cash Advances**

Petty cash funds are provided to departments to promote efficiency in those cases where issuing a Purchase Order would not be economically feasible or expedient. The supervisors of petty cash accounts will be accountable for all transactions and will assume the same duties as the Director of Business Operations in determining the appropriateness of each expenditure. The Director of Business Operations will review these expenditures for appropriateness.

Petty cash must not be used for purchases of $25 or over unless authorized by the Director of Business Operations. Purchase Orders must be used on all purchases larger than $25.

All expenditures will be accompanied by a receipt. Those expenditures that cannot be supported with a receipt (i.e. parking meter) will require the employee to sign a Receipt for Advances form, documenting the expenditure.

All petty cash transactions will be turned in regularly to the Business Office. All receipts must be attached to a Requisition and the proper coding of the expenditure documented.

Cash Advances will only be approved when:
- the supplier will not accept a Purchase Order and no other supplier is available;
- there would be a significant cost difference without a cash advance.

**M. Credit Card Purchases**

ISD has credit cards for the purchase of petroleum products and minor repairs for vehicles operated by authorized employees while on official business outside the Council Bluffs area. Credit cards should be requested from the Facilities Office.

All credit card purchases should be made from self-service pumps in order to effect available cost savings. An executive order has been issued by the Governor requesting compliance with this requirement.

All credit card invoices should clearly state gallons of fuel purchased for federal and state fuel tax reimbursement. Invoices should also contain the vehicle license number in order that appropriate cost records can be maintained.
All receipts for credit card purchases should be returned to the Business Office for attaching to invoices. All credit cards should be returned to the Facilities Office at the conclusion of the trip.

N. Capital Equipment

Capital equipment is construed as being of a durable nature, having a useful life of greater than one (1) year and having an acquisition cost in excess of $500. Upon receipt of equipment, department heads will be held accountable for the equipment under their jurisdiction.

All purchases received and identified as capital equipment will be tagged with an appropriate inventory tag or engraving mark by the Storekeeper.

Capital equipment shall not be moved from one department to another department without prior approval of the Business Office. To transfer capital equipment into or out of a department, the department head will fill out an Equipment Inventory Transfer form. Equipment that is no longer required will be transferred to the Central Storeroom.

The Business Office shall disperse all equipment that is no longer of use for school purposes.

Suspected incidences of theft shall be brought to the attention of the Business Office using Board of Regents, State of Iowa’s Property Loss Report form.

The Storekeeper will be responsible for the record keeping of all Capital Equipment. An update will be provided to each Department Head on a quarterly basis and the General Ledger will be updated with new values. Any item on the listing that a Department Head cannot find or account for must be brought to the attention of the Business Office.

O. Disposal of Surplus Supplies and Equipment

ISD is prohibited from making direct sales to individuals. Surplus supplies can be transferred between departments by use of a requisition form.

In the event items are declared surplus from the needs of the institution, these items are to be disposed of in the following manner:

1.) Surplus items are to be used as a trade-in allowance if item is to be replaced.
2.) Surplus supplies and equipment may be accumulated and a public auction conducted to sell the items to the highest bidder.
3.) Arrangements with a consignment auction firm can be made to sell the items at a public sale to the highest bidder.
4.) Arrangements can be made with other state agencies for purchasing surplus items.
5.) Postings of sealed bid documents offering surplus items to the highest sealed bid offer can be placed on public bulletin boards in the Administration Building, mailed to interested companies or persons, and advertised in local newspapers. All sales conducted in this manner will contain a date and hour at which time sealed bids are due.

P. Central Mailroom

In order for mail to be properly processed the following guidelines must be followed:
- All outgoing mail shall be deposited in the box located near the switchboard.
- The school will stamp student letters written as part of an educational activity. No other student mail will be stamped by the school postage machine.
EMPLOYEE HANDBOOK
Section X  Emergency Procedures

X.  Emergency Procedures

These emergency procedures are a guide for students and employees to follow in an emergency evacuation. No policy, no matter how complete, can replace common-sense judgment in an emergency. It is very important that each employee remember the needs of our students and co-workers and that each person exercise good judgment in a crisis. These procedures are reviewed orally with the students, and drills are practiced regularly, both during the school day and during evening and weekend periods.

A.  Fire Information and Evacuation Procedures

GENERAL PROCEDURES
1. Any employee who discovers fire, smoke or other signs of immediate fire danger should activate the fire alarm to begin the evacuation and then assist with the evacuation process.
2. Any employee who notices the fire alarm should evacuate students and be sure the alarm has been reported to the administrator in charge or to the Health Center staff.

Staff should direct students to exit immediately via the nearest safe exit and assemble 100 feet from the building. Account for all assigned students. Notify administrator in charge of roll call, remain with students and wait for further instructions.

B.  Explosion Information and Procedures

Use the same evacuation procedures as outlined for fire. When reporting to emergency number, 911, request ambulances and rescue squad if necessary. An on-site command post will be set up at the school acting jointly with the police, school administration and county civil defense.

An employee receiving a bomb threat call will report it immediately to the building supervisor/designee who will notify the Superintendent and the Assistant Administrator. Follow “Bomb Treats” procedure in the Crisis Management Procedures booklet.

C.  Tornado Procedures

DEFINITIONS:

_Tornado Watch_ - Weather conditions are such that tornadoes may occur.

_Tornado Warning_ - A tornado or funnel cloud has been sighted and is being tracked. Take cover as directed by the following:
SAFETY NOTES:
1. Everyone should go to the safest part of the building, away from flying glass and windows; preferably the lowest level of the building.

2. Remain calm and maintain the best order possible. **Walk, do not run,** to the designated shelter area.

3. Stay with your group so that all pupils can be accounted for at all times.

4. Special responsibilities, such as checking restrooms or other areas, will be assigned by the principal or dean in each department.

5. Remain in the designated shelter area until an all-clear signal is sounded. If an emergency arises, the dean or principal will make the decision as to who should leave the shelter and when.

 SIGNALS:

**Tornado Alarm**
A 90-second blast from the school sirens will denote a tornado warning. Everyone should go to the designated area in their building. The following buildings are equipped with the visual warning system:

- Administration
- Girls Residence
- Careers
- High School
- Elementary
- Lied Multipurpose Complex

The visual alert system will be activated in conjunction with the tornado sirens which will start the flashing lights in each room. Students and staff will need to exit the rooms and observe the indicator lights located in the hallways or by the exits to differentiate whether a fire condition or severe weather condition exists.

**All Clear Signal**
A 15-second blast from the School's sirens in conjunction with the visual alert lights flashing for 15 seconds will indicate that it is safe to return to your normal work station.

EVACUATION PROCEDURES – Shelter areas:
**Main Building:** Everyone should proceed to the basement hallway via interior stairways.

**High School Building:**

- **First Floor:** Students and staff will file into the central hallway and sit on the floor in an area adjacent to their own classroom.

- **Second Floor:** Students and staff need to proceed in a double line down the center staircase and proceed to the first floor where they will sit on the floor in the south hallway.

- **Third Floor:** Descend to first floor by way of the stairways and sit on the floor in the north hallway. Avoid the central area which might be exposed to flying glass.
**Elementary Building:** Everyone will proceed to the first floor south hallway and sit on the floor.

**Careers Building:**
- **South Section:** IESBVI students and staff will assemble in the restrooms on first floor. ISD students and staff and all external agency staff and visitors will proceed to the conference rooms on first floor (room #121B).
- **North Section:** ISD students and staff will proceed down the northwest stairwell and assemble in the restrooms on the first floor.

**Girls Residence:**
- **Building 71:** Everyone should proceed to the basement and assemble in the stairwell area.
- **Building 61:** Everyone should proceed to the basement area and assemble in the south stairwell.

**Lied Multipurpose Complex:** Everyone should proceed to the P.E. locker rooms and assemble in the interior space.

**Old Infirmary:** Everyone should proceed to the basement area via the interior stairway and assemble in the basement area directly across from the stairway.
EMPLOYEE HANDBOOK
Appendix A

Family Medical Leave (FMLA)


It is the policy of ISD/IBSSS (the special schools, hereinafter, the Schools) to grant up to twelve (12) weeks of family and medical leave during each year to eligible employees, in accordance with the “Family and Medical Leave Act of 1993” (FMLA). The Schools will also grant Military Family Leave Entitlements as required by the National Defense Authorization Act for FY 2008 (NDAA) (see #12 below).

2. Employee Eligibility

In order to qualify to take FMLA leave under these procedures, the employee must meet all of the following conditions:

a) The employee must have worked for their current school (either ISD or IBSSS) for at least twelve (12) months, or fifty-two (52) weeks. The twelve months, or fifty-two weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week, even if the employee was on the payroll for only part of a week, or if the employee was absent from work on a form of paid leave. School year employees whose benefits are continued during the summer months are considered “employed” during that time for the purpose of determining qualifications for FMLA leave.

b) The employee must have worked at least 1250 hours during the twelve-month period immediately before the date when the leave requested by the employee would begin.

3. Type of Leave Covered

In order to qualify as FMLA leave under these procedures, the employee must be taking the leave for one of the reasons listed below:

a) for the birth of a child and in order to care for that child;

b) for the placement of a child with the employee for adoption or foster care;

c) to care for a spouse, child, or parent with a serious health condition; or

d) because of a serious health condition of the employee that makes the employee unable to perform the essential functions of his/her job.
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider.

These procedures cover illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition would be considered a serious health condition.

Employees with questions about what illnesses and injuries are covered under these procedures or under the Schools’ other leave policies are encouraged to consult with the Human Resources Office.

The Schools may require an employee to provide a physician’s certification of a serious health condition. A form entitled “Certification of Health Care Provider” has been developed for this purpose. Copies of the form may be obtained from the Human Resources Office.

An eligible employee can take up to twelve (12) weeks of leave under these procedures during each year (a year will begin the first date leave is taken). Each time an employee takes leave, the Schools will compute the amount of leave the employee has taken under these procedures and subtract it from the twelve weeks of available leave. The balance remaining is the amount the employee will be entitled to take at that time.

If a husband and wife both work for ISD or a husband and wife both work for IBSSS, and if each wishes to take leave for the birth of a child, or for the adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a total of twelve weeks of leave. For example: if one parent of each spouse needed care during a year and the leave entitlement was divided evenly between them, each would be allowed only six weeks of FMLA leave to care for his or her own parent. Determinations will be made by the Superintendent.

4. Employee Status & Benefits During Leave

While an employee is on FMLA leave, the Schools will continue the employee’s health and dental insurance benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work, for reasons other than a continued serious health condition, the Schools may require the employee to reimburse the School the amount it paid for the employee’s health and dental insurance premiums during the leave period.

Under current policy, employees who have family health and dental contracts pay a portion of their insurance premiums. When an employee is on paid leave, the Schools will continue to make payroll deductions to collect the employee’s share of the premiums. However, when on unpaid FMLA leave, the employee must continue to make
these payments, either in person or by mail. The payments must be received in the Payroll Office by the tenth (10th) day of each month. If the payment is more than thirty (30) days late, the employee’s health and dental care coverage may be dropped for the duration of the FMLA leave.

In addition to the above, while an employee is on FMLA leave, the Schools will continue to pay the employee’s life, long-term disability, and accidental death and dismemberment insurance premiums. If the employee does not return to employment from FMLA leave for reasons other than the employee’s own serious health condition, the Schools may recover the cost of these premiums from the employee.

5. Employee Status After Leave

An employee who takes FMLA leave under these procedures will be able to return to the same job or to a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one that entails substantially equivalent skill, effort, responsibility, and authority.

The Schools may choose to exempt certain highly compensated “key” employees from this requirement and not return them to the same or similar position.

6. Use of Paid and Unpaid Leave

If an employee has accrued paid leave, the employee must exhaust all applicable forms of paid leave. Substitution of paid leave may be elected to the extent the circumstances meet the usual requirements for that leave. By written request employees may retain 80 hours of accrued annual leave “vacation”.

An employee who is taking leave because of the employee’s own serious health condition or because of the serious health condition of a family member must use all paid sick or emergency leave (whichever is applicable), and all paid vacation leave for any part of the 12 week FMLA period before unpaid leave is granted.

An employee taking leave for the birth of a child must use paid sick leave for physical recovery following childbirth. The employee must then use paid vacation leave before unpaid leave is granted.

An employee who is taking leave for the adoption or foster care of a child must use all paid adoption leave and paid vacation leave before unpaid leave is granted.

Paid personal leave may also be used at the employee’s discretion. By written request, employees may retain up to two weeks (80 hours) of accrued annual leave “vacation”. Requests must be completed prior to the use of the vacation time to be retained.

7. Intermittent Leave or a Reduced Work Schedule
Employees may take FMLA leave in twelve (12) consecutive weeks, they may use the leave intermittently (take a day periodically when needed over the fiscal year), or, under certain circumstances, they may use FMLA leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, FMLA leave may not exceed a total of twelve (12) weeks over a year.

The Schools may temporarily transfer an employee to an available alternative position, with equivalent pay and benefits, if the alternative position would better accommodate an intermittent or reduced schedule.

For the birth, adoption, or foster care of a child, the Schools and the employee must mutually agree to a schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Schools before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The Schools may require a doctor’s certification of the medical necessity.

Where instructional employees are concerned, certain restrictions may apply to the taking of FMLA leave on an intermittent basis and to working reduced hour schedules. In some instances, the Schools may require that the employee take leave of a particular duration and/or take leave through the end of the school term instead.

8. Certification of a Serious Health Condition

The Schools may ask for certification of a serious health condition. The employee should respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification must be provided by a physician on “Certification of Health Care Provider” forms that can be obtained through the Human Resources Office.

Certification of a serious health condition shall include: the date when the condition began, its expected duration, and a brief statement of treatment.

For medical leave for the employee’s own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee’s position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the employee’s presence would be beneficial or desirable.
If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Schools have the right to ask for a second opinion if it has reason to doubt the certification. The Schools will pay for the employee to get a certification from a second doctor, which the Schools will select.

If necessary to resolve a conflict between the original certification and the second opinion, the Schools will require the opinion of a third doctor. The Schools and the employee will jointly select the third doctor, and the Schools will pay for the opinion. This third opinion will be considered final.

9. Procedures for Requesting Leave

Except where leave is not foreseeable, all employees requesting leave under these procedures must submit a request in writing to their immediate supervisor, with a copy sent to the Human Resources Office.

When an employee plans to take FMLA leave under these procedures, the employee must give the Schools thirty (30) days advance notice. If it is not possible to give thirty (30) days advance notice, the employee must give as much notice as is practicable. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Schools’ operations.

If an employee fails to provide thirty (30) days notice for foreseeable FMLA leave, with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the Schools receive notice.

While on leave, employees are requested to report periodically to the Human Resources Office regarding the status of the medical condition and their intent to return to work.

10. Employer Obligations to Provide Written Communication

Individual employees who request FMLA leave under these procedures will receive the following information, in writing from the Human Resources Office, within two (2) business days of Human Resources’ receipt of the employee’s written request.

a) A statement concerning the employee’s eligibility for FMLA leave (this information will include a notice to the employee about which applicable forms of paid leave will be used during FMLA leave);

b) A statement concerning whether the employee’s request will be designated as FMLA leave and, therefore, counted against the employee’s annual FMLA leave entitlement;

c) Any requirements for medical certification of a “serious health condition” and the consequences of not providing the requested certification;
d) When applicable, the Schools’ requests for second or third medical opinions;

e) When applicable, employer/employee agreement on work schedules during intermittent leaves or reduced work schedules;

f) Any requirements to certify fitness to return to work and the consequences of not providing the requested certification;

g) Any requirements for making premium payments to maintain health and dental benefits, how to make such payments, and the circumstances under which coverage may lapse due to failure to make timely payments;

h) Information concerning changes in benefits that will occur while the employee is on FMLA leave;

i) When applicable, notice of an employee’s status as a “key” employee, exempt from FMLA rights and the possibility that job restoration could be denied following leave, including conditions for such a denial; and

j) Answers to any questions or concerns the employee has expressed concerning the FMLA’s provisions, employee obligations and responsibilities, and employer obligations and responsibilities.

11. Certification of Fitness to Return to Work

Prior to reporting back to work after FMLA leave taken for the employee’s own serious health condition, the employee will be required to furnish the Human Resources Office with a “Return to Work Medical Certification” form that has been completed and signed by the employee’s physician. Copies of this form are available in the Human Resources Office and will be sent to employees upon request.

12. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his
or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

If a husband and wife both work for ISD or a husband and wife both work for IBSSS, and each wishes to take leave to care for a covered servicemember, an eligible husband and wife may only take a total of 26 weeks of leave combined.

EMPLOYEE HANDBOOK
Appendix B

Sign Language Proficiency Policy and Procedures
Revised and Modified: March 2020

SIGN LANGUAGE COMMUNICATION POLICY AND PROCEDURES

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SIGN LANGUAGE COMMUNICATION POLICY

Because of the unique environment at Iowa School for the Deaf, a sign proficiency requirement is in place. At the time of hire, all employees are assigned a sign proficiency level that must be attained. The assigned level has been determined by the contact employees have with deaf and hard of hearing students and employees. A Sign Language Communication Policy (SLCP) will be provided to employees upon hire. This policy is a part of the “Employee Handbook”.

If employees are not at or above the level assigned to them, they are required to attend sign classes during work hours. Employees have three years from the time the first interview is conducted to attain the assigned sign proficiency level. If employees do not reach that assigned level in the three-year period, termination procedures may be implemented. Employees will also be assigned an expected level, sometimes but not always higher than their required level. Employees will be required to continue their sign professional development until their expected level has been achieved.

Financial incentives are available for non-organized faculty and P & S employees who achieve their expected level, and again for achieving the Advanced Plus-Superior range. Faculty and P & S employees who exceed their required level will be retested in five years. Merit staff and other employees who do not receive financial incentives based on their SLPI level, and who exceed their sign proficiency level by two or more levels will not be required to retake the test as long as their required level does not change.

Employees who take a new position will be required to take the test if the following circumstances apply:
1. The new position has a higher proficiency level.
2. The new position offers a financial incentive and the previous position did not.

If the level required for the new position is above the employee’s current level of performance, the employee will have three years from the time the first interview in their new position is conducted to attain the new level.

PURPOSE

The purpose of the Sign Language Proficiency Interview (SLPI) is to provide the Iowa School for the Deaf (ISD) a signed language evaluation model designed to be incorporated with sign language instruction in order to improve the sign language communication skills of staff and thereby maximize the efficacy of staff/student and staff/staff signed communication.

RATIONALE

The Iowa School for the Deaf, governed by the Iowa Board of Regents, provides multiple communication modalities on its campus. Based on the Language Philosophy
and Communication Policy adopted by the School, the School strongly endorses a communication program for its students, faculty, and staff whereby everyone has access to clear, inclusive, direct, and appropriate communication. One way in which this is achieved is through the use of American Sign Language. In order to ensure effective sign language communication, sign language proficiency testing is required for all employees. This testing is to ensure quality communication and education.

Sign communication competency is the issue. The Sign Language Communication Policy (SLCP):

1. Requires all part-time and full-time staff employed at ISD to have sign language skills that are appropriate for their individual job position. Contractual employees and temporary employees are exempt from the requirement.
2. Develops a statement of required sign language proficiency levels for each ISD job position.
3. Mandates that training in sign language be provided to all staff who have not reached the level of sign language proficiency specified specifically for their individual job positions. While sign language training is not mandated for staff members who have already achieved their designated levels, when feasible, the School will also make training available to them in order to encourage them in the continued development of sign language skills.
4. Establishes that not achieving the required level of sign language proficiency, after the time period specified by this policy, is grounds for dismissal.
5. May be used in the interview process as a pre-hire evaluation for those applicants who might be considered for a position that requires daily contact with deaf and hard of hearing students.

SIGN LANGUAGE COMMUNICATION PROCEDURE

I. SIGN LANGUAGE PROFICIENCY INTERVIEW PROCEDURE

The Sign Language Proficiency Interview (SLPI) is a direct test of sign language communication competency. Employees are interviewed in a conversational format for 15 – 20 minutes by a trained proficient signer who might be either deaf or hearing. Interviews can include conversation about both social and work-related topics. Following the interview, each candidate’s signing skills are rated using a standard scale based on an “ideal” or knowledgeable native or native-like signer.

The SLPI is based on a standard language evaluation methodology, the Language Proficiency Interview (LPI). The LPI has widespread acceptance as a valid tool for assessing communication competence.

Like the LPI, the SLPI is a conversational procedure that allows candidates to discuss topics important for their communication needs, thus reducing the anxiety produced by less flexible assessment procedures.

The SLPI testing procedure shall include four steps:

1. A one-on-one conversation between the interviewer and the employee/interviewee. The interviews are conducted in sign language only and only sign language skills will be evaluated.
2. Taping of an interview will be located in a private area. Options of stances (standing or sitting) for one-on-one conversation will be available to employees/interviewees. The employee/interviewee may choose an option by notifying the SLP Coordinator of his/her option prior to the interview date.

3. All SLPI interviews will be video recorded. Each video recorded interview will be rated by a trained team who will assign an SLPI sign skill rating and then prepare a report of results to be given to the Sign Language Program Coordinator (SLPC) who will then prepare the “Notification of Interview Results” which is used to notify the employee regarding the level achieved and to provide feedback on sign language skills.

4. Although the SLPI is at the heart of the process, it is only a part of the process. Therefore, ongoing sign skill development activities and opportunities will be available to all staff. The School encourages employees to make attempts to exceed the levels of sign language proficiency designated for their job positions.

II. NOTICE OF INTERVIEW

An employee will be scheduled for an initial SLPI interview within six months after the employee begins working at the School. In order to monitor an employee’s progression in the development of sign language skills, the School’s SLP Coordinator may periodically schedule subsequent interviews for employees who have not achieved the level required for their position. The School also encourages employees to request interviews so that they can monitor their own progress.

Notice of interview will be sent to the employees:
1. Within six months after hire or upon changing to a job position that has a higher proficiency level.
2. Annually for three years after their initial testing in which they did not meet their required proficiency levels.
3. Every five years after they have met their required proficiency levels, unless they are waived.
4. One year after an extension.
5. Upon employee’s request.

The School’s SLP Coordinator will be responsible for providing employees with written notification of all scheduled interviews. Each written notification will include the date, time, and location of the interview as well as the name of the person who will be conducting the interview. The following documents will accompany the written notification:

1. A brief description of the SLPI.
2. The SLPI Rating Scale.
3. “General SLPI Procedures: Information for Candidates”.
4. “Tips for Candidates on how to take the SLPI.” (This document contains information about strategies employees may use in order to enhance their performance during SLPI interviews.)
A. Notification of Interview Results

As was stated in Section II, each interview will be video recorded and then sent to a trained team who will rate the video record, assign an SLPI skill rating to it, and prepare a report of the results. The rating team will send its report of results to the School’s SLP Coordinator. Upon receipt of the rating team’s report, the SLP Coordinator will provide the employee’s supervisor with written notification of the results of the employee’s interview. The employee’s supervisor will present the employee with the results of the employee’s interview. Specifically, the written notice will include:

1. The level of sign language proficiency that has been assigned to the employee by the rating team.
2. The level of sign language proficiency required for the employee’s position.
3. A description of the relationship between 1 and 2 above, i.e., a statement that the employee has met, exceeded, or not met the level of sign language proficiency designated for his/her job position.
4. A description of the opportunities that are available to the employee to aid in the continued development of sign language skills, including sign language classes the employee can attend and instructional materials that can be checked out by the employee.
5. In situations where the employee has not met the level of sign language proficiency designated for his/her position, the written notice will also include the following:
   a. An indication of the number of levels through which the employee must progress in order to reach the required level of sign language proficiency.
   b. A statement of the time frame within which the employee will be expected to achieve the required level of proficiency.
   c. A statement of the requirement to attend sign language classes on a regular basis until the employee attains the level required for their position.
   d. Information on how to access required sign language classes.
6. Employees who meet or exceed the levels of sign language proficiency required for their positions are encouraged to continue to develop their sign language skills until they meet or exceed the expected level assigned to their position. Arrangements for continued sign language skill development and participation in sign classes will be at the discretion of the employee’s supervisor. Iowa School for the Deaf encourages all employees to continue to develop their sign language skills.
7. Employees who do not receive financial compensation for exceeding their skill proficiency levels and who exceed their sign proficiency level by two or more levels will not be retested during time of employment in their current position, unless their required level changes.
8. Employees will be notified by their supervisor that their interview results are ready to be picked up at their respective department.
9. Employees will be required to sign in writing for their results to insure delivery and confidentiality. “CONFIDENTIAL” will be stamped or marked on both the interview result and the envelope in which the interview result is enclosed.
B. Steps to be Followed if an Employee is Dissatisfied with the Interview Results

If an employee disagrees with the skill level rating assigned to a video recorded interview, then the employee may elect to have a second interview. An employee who wishes to schedule a second interview must make a request, in writing, to the School’s SLP Coordinator and the employee’s supervisor within ten (10) working days of receiving the results of the first interview. This second interview will be evaluated by a different SLPI rating team to ensure that no bias from the first interview exists.

The results of the second interview will be delivered to the employee in the manner described above. In the event of a conflict between the ratings assigned to the employee’s interviews, the employee will be assigned the higher of the two ratings.

C. Confidentiality of Results

Results of the SLPI, reports, and interview tapes will be treated as confidential information. However, this information is part of staff evaluations and therefore, may be shared with the following:

1. Employee (individual result, report, and interview recording).
2. Immediate Supervisor (s) (cover memo of results).
3. Institutional Official who serves as the Employee’s Department Head (cover memo of results).
4. Superintendent (results, reports, and interview recordings).
5. Department Head who is charged with directing the School’s SLPI Program (results, reports, and interview recordings).
6. SLP Coordinator (results, reports, and interview recordings).
7. Human Resources Director (memos, employees/positions, interview dates, evaluation dates, both expected and rated proficiency levels).
8. SLPI Consultants (for report writing and training purposes only).
9. Sign Language Instructor (results, reports, and interview recordings).

IV. SIGN LANGUAGE PROGRAM

The sign language program at the Iowa School for the Deaf is provided to all employees. Appropriate books and videos will be provided to those who have sign language classes. The SLP Coordinator will coordinate and schedule sign language classes during employees’ work hours for those required to attend sign language classes. Opportunities are available to the employees to aid in the continued development of sign language skills. Employees wanting to check out instructional materials and videos may do so by contacting the SLP Coordinator.

Training in sign language is mandated for all staff who have not attained the sign language proficiency levels specified for their individual job positions. Those required to attend sign language classes are expected to attend classes at least twice a week for three years or until they attain their sign proficiency levels. The employee’s supervisor is responsible for working with the SLP Coordinator to arrange times and dates for the employee to attend sign language classes. The employee’s supervisor ensures that the employee attends the classes.
Employees who meet or exceed the sign language proficiency levels required for their positions are not required to attend sign language classes. However, they are strongly encouraged to continue developing their sign language skills and to make attempts to exceed their proficiency levels. Because the School’s Administration supports those employees who wish to continue attending sign language classes after meeting their proficiency levels, training in sign language may be available to the staff.

New employees with little or no signing skills will be instructed immediately to take sign language class. The employee’s supervisor will work with the SLP Coordinator to arrange sign language classes during the employee’s work hours.

V. PROCEDURES FOR EMPLOYEES WHO ARE UNABLE TO REACH DESIGNATED PROFICIENCY LEVELS WITHIN ESTABLISHED TIME FRAME

A. In the event an employee fails to achieve the proficiency level designated for the employee’s position within the time frames established in this policy, termination proceedings will begin, unless the employee has requested and has been granted an extension.

B. If an employee wishes to request an extension, the employee needs to send a letter to the School’s Superintendent, his/her supervisor and the SLP Coordinator no later than thirty (30) days after receipt of the “Notification of Interview Results”. Written requests must include a statement of the employee’s rationale for requesting an extension.

C. The Superintendent will review requests for extension and make decisions to grant or to deny extensions based upon the following:
   1. A review of the employee’s progress in sign language skill development.
   2. A review of the employee’s attendance at instructional opportunities.
   3. Recommendation of the employee’s supervisor.
   4. Recommendation of the school’s SLP Coordinator.

D. Within fourteen (14) calendar days of receiving an employee’s written request for an extension, the Superintendent will notify the SLP Coordinator, the employee, the employee’s supervisor and the Director of Human Resources in writing of his/her decision to grant or deny the employee’s request for an extension.

If the request for an extension is granted, the employee has an additional year to achieve the required proficiency level.

If the request for an extension is denied, then the written notification will include an explanation of the basis for the denial, an indication of the date on which termination proceedings will occur and a statement of the appeal procedures available to the employee.
VI. TIME FRAME FOR REACHING ESTABLISHED PROFICIENCY LEVELS

A. For new employees who do not initially meet the level of sign language proficiency, they will have three years from the time the first interview is conducted in which to attain the level required.

B. After employees initially meet the required level of sign language proficiency designated for their positions, they will be required to interview and be rated once every five years throughout the duration of employment. Retesting will ensure that employees at ISD are maintaining the sign skill levels that are appropriate for their job positions. For employees who fail to maintain their required level, termination proceedings may begin.

C. Merit staff and other employees who do not receive financial compensation and who exceed their skill proficiency levels by two or more levels will not be required to retest during their time of employment at the School. If any employee changes to a job position that has a higher proficiency level, or to a position which provides financial incentive, or the required level changes for their current position, the employee will be retested.

D. Employees may request an interview before their appointed year. The employee will provide rationale.

E. Employees receiving an extension will be interviewed again one year from the receipt of their extension.

VII. SIGN LANGUAGE PROFICIENCY LEVEL STANDARDS

The standard levels of sign language proficiency range from No Functional Skills to Advanced Plus-Superior. The proficiency levels that are required for each job position at Iowa School for the Deaf are designated in Part VIII: Sign Proficiency Levels for ISD Employees. In assigning proficiency levels to job positions, the following factors were taken into consideration:

1. The amount of contact someone employed in the particular position would have with deaf and hard of hearing students and/or deaf and hard of hearing staff.
2. The nature of the subject matter involved: teaching, counseling, giving instructions or directions, etc.

VIII. SIGN PROFICIENCY LEVELS FOR ISD EMPLOYEES

<table>
<thead>
<tr>
<th>POSITION</th>
<th>REQUIRED LEVEL</th>
<th>EXPECTED LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Student Life</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Director of Business Operations</td>
<td>Survival</td>
<td>Survival</td>
</tr>
<tr>
<td>Principal</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Director of Human Resources</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
</tbody>
</table>
**FACULTY**

<table>
<thead>
<tr>
<th>Position</th>
<th>Level</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>School Psychologist</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
</tbody>
</table>

**ACADEMIC SUPPORT STAFF**

<table>
<thead>
<tr>
<th>Position</th>
<th>Level</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Principal</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>School Guidance Counselor</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Speech/Language Pathologist</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Statewide Consultant</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
</tbody>
</table>

**PROFESSIONAL & SCIENTIFIC**

<table>
<thead>
<tr>
<th>Position</th>
<th>Level</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant</td>
<td>Survival</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>Intermediate</td>
<td>Intermediate Plus</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Dean of Students</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Director of Communications</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Director of Extended Learning</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Educational Interpreter</td>
<td>Advanced</td>
<td>Advanced Plus</td>
</tr>
<tr>
<td>Facilities Manager</td>
<td>Survival</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Information Technology Associate</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Information Technology Specialist</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Outreach Coordinator</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Registered Nurse, Head</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Residential Counselor</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
<tr>
<td>Residence Manager</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Sign Language Program Coordinator</td>
<td>Advanced Plus-Sup</td>
<td>Advanced Plus-Sup</td>
</tr>
<tr>
<td>Sign Language Instructor</td>
<td>Advanced Plus-Sup</td>
<td>Advanced Plus-Sup</td>
</tr>
<tr>
<td>Social Worker</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Student Life Advisor</td>
<td>Advanced</td>
<td>Advanced</td>
</tr>
<tr>
<td>Transportation Manager</td>
<td>Intermediate</td>
<td>Advanced</td>
</tr>
</tbody>
</table>
ISD MERIT EMPLOYEES

<table>
<thead>
<tr>
<th>Position</th>
<th>Survival</th>
<th>Intermediate</th>
<th>Intermediate Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus driver</td>
<td></td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Clerk III</td>
<td>Intermediate</td>
<td>Intermediate Plus</td>
<td></td>
</tr>
<tr>
<td>Cook I, II</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Custodial Service Supervisor</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Custodian I, II</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Facilities Mechanic I, II, III</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Foodworker I, II</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Groundskeeper I, II</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Houseparent I</td>
<td>Intermediate</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Houseparent II</td>
<td>Intermediate</td>
<td>Intermediate Plus</td>
<td></td>
</tr>
<tr>
<td>Power Plant Firer/Utility Worker</td>
<td>Survival</td>
<td>Intermediate</td>
<td></td>
</tr>
<tr>
<td>Registered Nurse</td>
<td>Intermediate</td>
<td>Advanced</td>
<td></td>
</tr>
<tr>
<td>School Assistant</td>
<td>Intermediate</td>
<td>Intermediate Plus</td>
<td></td>
</tr>
<tr>
<td>Secretary I, II, III</td>
<td>Intermediate</td>
<td>Intermediate Plus</td>
<td></td>
</tr>
</tbody>
</table>
IX. ATTACHMENTS

An attachment section in the SLPI policy provides supplementary materials on several areas that ISD employees have requested. Some materials are mentioned in the policy, but are not part of the policy itself. It is imperative to understand that attachments in this section are not to be viewed as the “policy”, but rather that they are information to help better understand the SLPI.

Included in the attachments are:

A. Definitions
B. Suggested Time Frame for SLPI Process
C. Suggested Time Frame to Request an Extension/Time Frames for SLPI Evaluations
D. SLPI Rating Scale
E. Rating Techniques
F. Criteria for Selection of SLPI Team Members
G. ISD Language Philosophy and Communication Policy
ATTACHMENT A
DEFINITIONS

SLP COORDINATOR: The Sign Language Program Coordinator is responsible for implementing the Sign Language Proficiency Program. This includes scheduling and coordinating interviews and evaluations, writing and delivering reports, sending notices of results to employee’s supervisors, maintaining SLPI files and coordinating training for SLPI raters/interviewers.

Also included is the scheduling and oversight of sign language classes including dissemination of class schedules to employees, hiring qualified sign language instructors, and preparing and teaching sign language classes.

SLPI RATING SCALE: The SLPI Rating Scale is a measurement developed to determine sign language proficiency. There are nine proficiency levels that range from No Functional Skills to Advanced Plus-Superior. (See Attachment D: SLPI Rating Scale)

Plus (+) ratings indicate that the candidate demonstrates some of the language characteristics of a higher level of signing but is not consistent in his/her use of these characteristics.

IMMEDIATE SUPERVISOR: An immediate supervisor is the person who directly supervises the employee.

INSTITUTIONAL OFFICIAL: The current Institutional Officials include the Superintendent, Assistant Administrator, Principal, Director of Human Resources, and Director of Business Operations.

SLPI CONSULTANT: A SLPI Consultant is an expert in sign language. The Consultant may be called upon to review a rating, observe or provide feedback on sign language classes, teach a sign class or provide training for new and current members of the SLPI team.

TIME FRAME: A new employee has three (3) years from the time the first interview is conducted to acquire the level of proficiency required for their position. If an employee does not acquire their level in the initial interview, they will be provided sign language instruction until they attain their level.

REQUIRED LEVEL: The minimum level of sign language competency assigned to each job position. Employees are required to attain this proficiency level within three years of the initial SLP interview.

EXPECTED LEVEL: The preferred level of sign language competency assigned to each job position. Employees will work with their supervisor to develop and implement a sign language professional development plan to assist them in achieving the expected level.
There are some positions that require sign language competence at the time of hire.

**ATTACHMENT B**

**SUGGESTED TIME FRAME FOR SLPI PROCESS**

<table>
<thead>
<tr>
<th>TIME</th>
<th>ACTIVITY</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Schedule interview</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td></td>
<td>Conduct interview</td>
<td>SLPI Interviewer</td>
</tr>
<tr>
<td></td>
<td>Rate interview and complete summary</td>
<td>SLPI Rating Team</td>
</tr>
<tr>
<td>2 weeks</td>
<td>Results to supervisors</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td></td>
<td>Results shared with employee</td>
<td>Employee’s Supervisor</td>
</tr>
<tr>
<td>3 weeks</td>
<td>Notify SLPI Coordinator you want to REVIEW your interview</td>
<td>Employee</td>
</tr>
<tr>
<td>5 weeks</td>
<td>Schedule Review</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td></td>
<td>Notify SLP Coordinator you want a SECOND interview</td>
<td>Employee</td>
</tr>
<tr>
<td></td>
<td>Contact interviewer</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td>7 weeks</td>
<td>Schedule second interview with new interviewer</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td></td>
<td>Schedule rating with new rating team</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td>10 weeks</td>
<td>Results to supervisors</td>
<td>SLP Coordinator</td>
</tr>
<tr>
<td></td>
<td>Results shared with employee</td>
<td>Employee’s Supervisor</td>
</tr>
</tbody>
</table>
ATTACHMENT C

TIME FRAMES TO REQUEST AN EXTENSION
This time frame is for employees who wish to request an extension after they did not reach their designated proficiency levels within the establish time frame.

1. Request in writing to the School's Superintendent and copy supervisor and SLP Coordinator: No later than 30 days after receiving results.

2. The Superintendent's response to the request: Within 14 calendar days.

TIME FRAMES FOR SLPI EVALUATIONS

<table>
<thead>
<tr>
<th>TIME FRAMES</th>
<th>WHO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within six months after hire</td>
<td>New employees and current employees who change job positions</td>
</tr>
<tr>
<td>Annually</td>
<td>New employees not meeting their required proficiency levels</td>
</tr>
<tr>
<td>Five years</td>
<td>Employees meeting or exceeding their required proficiency levels</td>
</tr>
<tr>
<td>Within one year of approved extension</td>
<td>Any employees receiving an extension after not meeting their required proficiency levels</td>
</tr>
<tr>
<td>No retesting required during their time of employment</td>
<td>Employees exceeding their skill proficiency levels by two levels or more for their current job positions, or having attained the Advanced Plus-Superior range and who do not receive financial compensation.</td>
</tr>
</tbody>
</table>
### ATTACHMENT D

**SLPI RATING SCALE**

<table>
<thead>
<tr>
<th>RATINGS</th>
<th>FUNCTIONAL DESCRIPTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Plus-Superior</td>
<td>Able to have a fully shared and natural conversation, with in-depth elaboration for both social and work topics. Very broad sign vocabulary, near native-like production and fluency, excellent use of sign language grammatical features, and excellent comprehension for normal signing rate.</td>
</tr>
<tr>
<td>Advanced</td>
<td>Able to have a shared conversation with good, spontaneous elaboration for both social and work topics. Broad sign language vocabulary with clear and accurate production of signs and fingerspelling at a normal/near normal rate; occasional misproductions do not detract from conversational flow. Good use of many sign language grammatical features and comprehension good for normal signing rate.</td>
</tr>
</tbody>
</table>
| **Intermediate Plus** | *Exhibits some advanced skills, but not all and not consistently.*  
Able to discuss with some confidence, routine social and work topics within a conversation format with some elaboration; generally 3 to 5 sentences. Good knowledge and control of everyday/basic sign language vocabulary (may have several sign misproductions), with fluency generally characterized by moderate signing pace and some inappropriate pauses/hesitations. Demonstrates use of some sign language grammatical features in connected discourse, but not controlled. Fairly good comprehension for a moderate to normal signing rate; a few repetitions and rephrasing of questions may be needed. |
| Intermediate          | *Exhibits some advanced skills, but not all and not consistently.*  
Able to discuss social and work topics with responses generally 1 to 3 sentences in length. Some knowledge of basic sign language vocabulary with many sign vocabulary errors. Slow to moderate signing rate with some inappropriate pausing. Basic use of a few sign language grammatical features. Fair comprehension for signing produced at a slow to moderate rate with some repetition and rephrasing. |
| **Survival Plus**     | *Exhibits some intermediate skills, but not all and not consistently.*  
Able to discuss social and work topics with responses generally 1 to 3 sentences in length. Some knowledge of basic sign language vocabulary with many sign vocabulary errors. Slow to moderate signing rate with some inappropriate pausing. Basic use of a few sign language grammatical features. Fair comprehension for signing produced at a slow to moderate rate with some repetition and rephrasing. |
| Survival              | *Exhibits some intermediate skills, but not all and not consistently.*  
Able to discuss social and work topics with responses generally 1 to 3 sentences in length. Some knowledge of basic sign language vocabulary with many sign vocabulary errors. Slow to moderate signing rate with some inappropriate pausing. Basic use of a few sign language grammatical features. Fair comprehension for signing produced at a slow to moderate rate with some repetition and rephrasing. |
| **Novice Plus**       | *Exhibits some survival skills, but not all and not consistently.*  
Able to provide single sign and some short phrase/sentence responses to basic questions signed at a slow to moderate rate with frequent repetition and rephrasing. Vocabulary primarily related to everyday work and/or social topics such as basic work related signs, family members, basic objects, colors, numbers, names of the week, and time. Production and fluency characterized by many sign production errors and by a slow rate with frequent inappropriate pauses/hesitations. |
| Novice                | Able to provide a few basic signs, primarily fingerspelling responses to some basic questions either fingerspelled slowly or using a few signs. |

*Adapted from US Foreign Service Institute & ACTFL LPI Rating Scales by William Newell & Frank Caccamise*
ATTACHMENT E
RATING TECHNIQUES

Candidates will be rated on their ability to use American Sign Language. Both expressive and receptive signing skills will be evaluated.

Rating judgment for each individual performance is based upon evidence documented within the interview tape. This evidence is carefully measured against the criteria listed in each category outlined in Attachment D. Attachment D provides a brief description of each proficiency level. The rater also uses these descriptions to help make a qualified rating decision. The rating team is made up of three trained members who are themselves fluent in ASL and have achieved a minimum level of Advanced on the SLPI.

Outlined below is an overview of what the rater looks for when evaluating a tape.

• Visual-Gestural Production
Here the rater evaluates how clearly and precisely the examinee forms and executes signs, fingerspelled items and numbers. Important here are the parameters of each sign, e.g. handshape, palm orientation, location and movement. The rater notes any discrepancies that may cause distortion of meaning or otherwise cause confusion on part of the receiver of the message. An example of this is unnecessary shifting from the dominant to the non-dominant hand. In fingerspelling, letter configuration, palm orientation, position of the hand, and transition from letter to letter are reviewed. In addition, the rater must observe how well the interviewee incorporates facial expression and upper body movements that are not grammatical into the overall production of messages he or she is trying to convey.

• ASL Grammar
In this category, the rater looks for evidence that shows how well the interviewee correctly uses specific features of ASL grammar throughout the interview. Core features include sentences with topic-comment structure, questions, conditionals, commands and incorporated assertion or negation. The rater examines how well role shifts are handled as well as mapping skills. Many grammatical functions are conveyed by synchronization of both manual and non-manual components. Nonmanual components may include linguistic eye-gaze, specific facial inflections, and upper body movements that have grammatical significance. Here, too, the rater will look at how well the examinee is able to use various classifier types such as descriptive and instrument classifiers and those used with motion or location verbs. Other grammatical components will include the use of pronominal indexing, plurality markers, number incorporation, and sign modulations or inflections. These modulations or inflections include noun/verb pairs, incorporated adjectives and adverbs, verb tense and aspect.

• Sign Vocabulary
This category focuses on the range and accuracy of ASL sign selection across a variety of topics. The rater looks at how well the examinee selects and uses signs so that they fit the intended meaning the examinee is trying to convey. The use of colloquial expressions and figurative language is also considered.

• Fluency
In this category, the rater looks at how well and consistently the examinee communicates his or her thoughts and ideas through signs and fingerspelling. The rater will also look at
the degree of consistency and smoothness evident in the examinee’s performance. And, finally, the rater will evaluate the appropriateness of the examinee’s rhythm and pace of delivery on all topics discussed.

• Comprehension
The rater judges comprehension on the basis of overall understanding of questions, comments, topic shifts, and statements made by the interviewer, including fingerspelling and number use. The rater also looks at the spontaneity of responses from the examinee and whether or not repetition or rephrasing is needed from time to time during the interview. How well the examinee uses visual feedback or back-channeling is also examined.

**ATTACHMENT F**

**CRITERIA FOR SELECTION OF SLPI TEAM MEMBERS**

SLPI Team Members will include ISD staff/faculty, administrators and non-ISD staff who are proficient in the use of American Sign Language (ASL). All members of the SLPI team will be interviewed and rated. All members of the SLPI team will achieve a level of Advanced or higher on the SLPI.

Members of the SLPI team will be assessed on their ability to be fair and confidential. Team members will receive ongoing, specialized training on being an interviewer and/or rater. SLPI team members are required to attend training sessions. SLPI rating teams will consist of at least one deaf person.

**ATTACHMENT G**

**ISD LANGUAGE PHILOSOPHY**

LANGUAGE PHILOSOPHY:

Iowa School for the Deaf is a campus that utilizes two languages on a daily basis: American Sign Language and English. American Sign Language and English are languages in their own right. We believe that every person has the right to clear communication via an accessible language. We believe that deaf and hard-of-hearing students achieve their greatest potential when they have the opportunity to develop cognitive academic linguistic proficiency (CALP) through the use of an accessible language in their environment.
ABUSE:

Physical Abuse:

1. Nonaccidental physical injury to a student caused as a result of actions of an adult.

2. Can be the result of intentional infliction of injury or as a result of excessive, unnecessary or unreasonable use of force.

Sexual Abuse:

1. Sexual offense against a student.

2. Sexual act(s) with or directed toward a student.

3. Acts of a school employee that encourage a student to engage in prostitution.

Denial of Critical Care:

1. A caretaker’s failure to provide adequate food, shelter, clothing or other care necessary for a child’s health and welfare, when financially able to do so.
Reporting Suspected Abuse

Staff person becomes aware of alleged or suspected abuse

↓
Inform your supervisor

↓
Complete an ISD action account

↓
Supervisor will ensure student is referred to Health Center

↓
If the alleged abuser is:

A Parent, Guardian, or an ISD Employee who is considered a caregiver-
Houseparent I or II Residential Counselor Student Life Advisor

Follow up with your supervisor to ensure student was referred to Health Center and to verify notification to Iowa DHS or Nebraska Child Protective Services.

Any other ISD employee

↓
Report to a Level 1 Investigator
Diane Knigge – 712-366-3252 (V)
Taryn Peterson –402-690-7284 (text)
(You will fill out a form with the Investigator.)

phone numbers:
Iowa DHS – 328-4878 (office hours)
Or 1-800-362-2178
Nebraska Child Protective Services – 1-800-652-1999
Guidelines for if the alleged abuser is an ISD employee that is not a “caregiver.”

1. Suspected abuse is reported to a Level 1 Investigator. It is the responsibility of the Level 1 Investigator to determine if the incident reported:
   a. fits all definitions of “abuse”
   b. is an incident over which a Level 1 Investigator has jurisdiction
   c. should be referred immediately to a Level 2 Investigator or to local law enforcement officials
   d. requires that steps be taken immediately to safeguard the student from any further contact with the school employee involved.

2. If the Level 1 Investigator decides that the incident reported does fit the definitions of “abuse” and that it is an incident over which the Level 1 Investigator has jurisdiction, then a Level 1 Investigation is conducted.

3. During the Level 1 Investigation, it is the responsibility of the Level 1 Investigator to determine only if it is possible or reasonable that the reported incident could have happened.

   The Level 1 Investigator does not decide if the incident did or did not occur, or the guilt or innocence of the school employee named in the incident.

4. The Level 1 Investigator has five school days in which to conduct the investigation which may include interviewing the alleged victim, the named school employee and witnesses.

5. Following the conclusion of the investigation, the Level 1 Investigator must determine whether the report is “founded” (it is likely, by a preponderance of the evidence that an incident took place between the student and the school employee) or “groundless” (either the weight of the evidence was insufficient to conclude that an incident took place, or there was no evidence that an incident took place.)

6. The Level 1 Investigator must complete an investigative report within 15 calendar days. The Level 1 Investigator must maintain the original and
give copies of the report to the student’s parent or guardian and accused school employee in all cases; notify the person filing the report, if different from the parent or guardian, of the conclusion of the Level 1 Investigation and what the anticipated next step will be.

NOTE: Confidentiality is NOT breached by filing a complaint with the Board of Licensure, State Board of Educational Examiners or by acknowledging, upon being contacted in the future as a reference by the named employee, that a complaint was filed against the employee.

7. If appropriate, the Level 1 Investigator can refer further investigation of the incident to a Level 2 Investigator. If appropriate, the Level 1 Investigator can refer the incident to local law enforcement officials. If appropriate, the Level 1 Investigator may decide that sufficient action has occurred and close the investigation.

8. Should the incident be referred to a Level 2 Investigator, it is their responsibility to:
   a. Review the report of the incident
   b. Review the Level 1 Investigator’s report, if there is one
   c. Promptly conduct further investigation as deemed necessary
   d. Create a written report.
Guidelines for if the alleged abuser is a caregiver – a parent, guardian, or residential staff person (Houseparent I or II, Residential Counselor, Dean, Student Life Advisor).

1. Employee has knowledge of alleged or suspected abuse.

2. Employees report suspected abuse to their supervisor.

3. Employee completes an ISD Action Account.

4. Supervisor ensures that the student is taken to the Health Center and verifies that the nurse on duty has all pertinent information regarding the incident.

5. The nurse shall orally notify DHS of alleged and/or suspected abuse involving caregivers within 24 hours and file a written report with DHS within 48 hours.

6. The nurse will inform the Assistant Administrator.

7. The nurse will follow up with the supervisor making the referral.

8. The supervisor will update the employee regarding notification to DHS.

If the alleged and/or suspected abuse involves a caretaker in the state of Nebraska, the Nebraska Child Protective Services will be contacted in lieu of Iowa DHS.
EMPLOYEE HANDBOOK
Appendix D  IAEDB Student Records Data Policy

Student records are an essential part of the educational process. Information about students, which is required by law, or considered necessary in accomplishing the educational goals and objectives established by the agency.

Iowa Education for the Deaf and the Blind recognizes the importance of maintaining student records and preserving their confidentiality. Collection, dissemination and retention of all student information will be in accordance with applicable law, and controlled by procedures designed to implement the primary task of the school, while protecting individual rights in the best interest of the students and preserving the confidential nature of the various types of records. Student records will be collected and maintained under the supervision of the appropriate administrative staff. The Superintendent or designee is the custodian of student records.

Student records will be maintained in administration offices of IAEDB in paper, electronic or other media format. Procedures for maintenance and destruction of student records are found in “Procedures for Student Records.”

Procedures for Student Records

Purpose of Student Records
Student records are collected and maintained to facilitate the instruction, guidance, and educational progress of the student and for legitimate research.

Definition of Student Record
Student records are official records, files, and data directly related to students, including all material incorporated into each student's cumulative record folder and intended for school use or to be available to parties outside the school or school system specifically including, but not necessarily limited to: dates of attendance; academic work completed; level of achievement (grades, standardized test scores); transcripts; individual education plans and evaluation reports; attendance data; assessment information, scores on standardized intelligence, aptitude, and psychological tests; interest inventory results; health data; family background information; teacher or counselor ratings and observations; and verified reports of serious or recurrent behavior patterns.

A student record means anything for others to see or hear concerning the instruction, guidance, and educational programs and progress of a student. This can be maintained in any medium including, but not limited to; writing, braille, print, digital media, film or video recording.

A student record is distinguishable from professional and working notes in that professional or working notes are intended for use by the collector only. Such documentation or notes do not become a student record until they are made available to another person other than the student or a substitute. Such sharing other than with a substitute on a need-to-know basis automatically makes the notes a student record, subject to the policies and rules governing student records. A substitute shall mean a person who is replacing that certificated school or agency employee who is the originator of the notes and who is absent from assigned responsibilities.

Access to Records
Parents and eligible students will have access to the student's records during the regular business hours of IAEDB. An eligible student is a student who has reached eighteen years of age or is attending an institution of postsecondary education at the post high school level or is court adjudicated as an emancipated minor. Parents of an eligible student are provided access to the student records only with the written permission of the eligible student unless the eligible student is defined as a dependent by the Internal Revenue Code in which case the parents may be provided access without the written permission of the student, or as may be otherwise authorized by law. A representative of the parents or eligible student, who has received written permission from the parents or eligible student, may inspect and review a special education student's records. Parents, other than parents of an eligible student, may be denied access to a student's records if IAEDB has a court order stating such or when IAEDB has been advised under the appropriate laws that the
parents may not access the student records. Parents may inspect an instrument used for the purpose of collection of student personal information prior to the instrument’s use.

A student record may contain information on more than one student. Parents will have the right to access the information relating to their student or to be informed of the information. Eligible students will also have the right to access the information relating to themselves or be informed of the information.

Parents and eligible students will have a right to access the student's records upon request within a reasonable period of time and in no instance more than forty-five calendar days after the request is received. Parents, an eligible student or an authorized representative of the parents will have the right to access the student's records prior to an Individualized Education Program (IEP) meeting or hearing. Copies of student records will be provided if failure to do so would effectively prevent the parents or eligible student from exercising the right to access the student records. Fees for copies of the records are waived if it would effectively prevent the parents or eligible student from accessing the records. A fee may not be charged to search or retrieve information from a student’s education records.

Upon the request of parents or an eligible student, IAEDB will provide an explanation and interpretation of the student records and a list of the types and locations of education records collected, maintained or used by IAEDB. (See Addendum A – Records Retention Schedule)

Because ISD and IESBVI provide education placement and educational services in collaboration with school districts, referring districts or education agencies will also have student records that may not be a part of the file maintained by IAEDB.

**Right to Challenge and Hearing Procedures**

If parents or an eligible student believes the information in the student records is inaccurate, misleading or violates the privacy rights of the student, the parents or an eligible student may request that IAEDB amend the student records. IAEDB will decide whether to amend the student records within 10 school days after receipt of the request. If IAEDB determines an amendment is to be made to the student record, IAEDB will make the amendment and inform the parents or the eligible student of the decision in writing.

If IAEDB determines that amendment of the student's record is not appropriate, it will inform the parents or the eligible student of their right to a hearing before the hearing officer provided by IAEDB.

If the parents or the eligible student request such a hearing, IAEDB shall provide the hearing in accordance with the procedures required by law. If the parents’ or the eligible student’s request to amend the student record is further denied following the hearing, the parents or the eligible student will be informed that they have a right to place a statement in the student record commenting on the contested information and/or stating why the parents or eligible student disagree with IAEDB’s decision. Additions to the student’s records will become a part of the student record and be maintained like other student records. If IAEDB discloses the student records, the statement by the parents or eligible student will also be disclosed.

**Release of Information Outside of the School**

Generally, student records may only be disclosed with parental or eligible student’s written permission. However, student records may be disclosed in limited circumstances without parental or eligible student’s written permission. This disclosure may be made to the following individuals or under the following circumstances:

- to administrators and personnel within IAEDB whom the Superintendent has determined to have a legitimate educational interest, including, but not limited to, board members, employees, school attorney, auditor, health professionals, individuals serving on official school committees. This also includes other volunteers or contractors who perform an institutional service or function for IAEDB, who need to review an education record in order to fulfill their professional responsibilities for the school or agency;
- to officials of another school, school district, AEA, or institution of postsecondary education in which the student seeks or intends to enroll, or is already enrolled, provided the disclosure is for purposes related to the student’s enrollment or transfer and IAEDB notifies the parents or eligible student that the student records are being sent. This request is set aside if the disclosure is initiated by the parent or eligible student,
or the annual notification includes a provision that records will automatically be transferred to other schools that have requested the records. The parents shall have an opportunity to request a copy of the records and request a hearing to challenge the contents of the records;
∙ to authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education or state and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs;
∙ in connection with financial aid for which the student has applied or which the student has received if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions for the aid, or enforce the terms and conditions of the aid;
∙ to organizations in contract with IAEDB to conduct studies for, or on behalf of, IAEDB to develop, validate, administer predictive tests, administer student aid programs, or improve instruction, and the study does not release personally identifiable information;
∙ to accrediting organizations to carry out their accrediting functions;
∙ to parents of a dependent student as defined in the Internal Revenue Code;
∙ to comply with a judicial order or lawfully issued subpoena, if IAEDB makes a reasonable effort to notify the parents or eligible student of the order or subpoena in advance of compliance so that the parent or eligible student may seek protective action, unless otherwise provided by law;
∙ to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to state law and consistent with an interagency agreement between the school district and juvenile justice agencies. Such reporting or disclosure must concern the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released;
∙ to appropriate parties in connection with a health or safety emergency or as directory information, provided that IAEDB has given notice to parents of students in attendance and eligible students in attendance of the types of personally identifiable information that IAEDB has designated as directory information. Notice must include a parent’s or eligible student’s right to refuse the designation of any or all of those types of information about the student as directory information, and the period of time within which a parent or eligible student has to notify IAEDB in writing that he or she does not want any or all of those types of information about the student designated as directory information;
∙ as otherwise permitted by applicable law.

Administrative Responsibility for Student Records
The Superintendent will keep a list of the individuals and their positions who are authorized to view a special education student's records without the permission of the parents or the eligible student (See Addendum B – Positions Authorized to Access Student Records). Individuals not listed are not allowed access without parental or an eligible student’s written permission, unless otherwise provided by law. This list must be current and available for public inspection and updated as changes occur.

The Superintendent will also keep a list of individuals, agencies and organizations which have requested or obtained access to a student's records, the date access was given and their legitimate educational interest or purpose for which they were authorized to view the records. This list for a student record may be accessed by the parents, the eligible student and the custodian of student records, and others authorized by law. The Superintendent, however, does not need to keep a list of the parents, authorized educational employees, officers and agencies of IAEDB who have accessed the student’s records or other disclosures excepted by law from such record keeping requirements.

Permanent student records, including a student’s name, address, phone number, grades, attendance record, classes attended, grade level completed and year completed may be maintained without time limitation. Permanent student records will be kept in a fire-safe vault or can be maintained and stored electronically with a secure backup file.

When personally identifiable information, other than permanent student records, no longer needs to be maintained by IAEDB to provide educational services to a special education student, the parents or eligible student are notified. This notice is normally given when a student graduates or otherwise exists IAEDB special education services. If the parents or eligible student request that the personally identifiable information be destroyed, IAEDB will destroy the records. Prior to the destruction of the records, IAEDB must inform the parents or eligible student the records may be needed by the parents or eligible student for

ISD Employee Handbook
social security benefits or other purposes. In the absence of parents or an eligible student's request to
destroy the records, IAEDB must maintain the records for at least five years after an individual is
determined to be no longer eligible for special education.

Interagency Cooperation and Release of Student Records
In compliance with Code 280.25, IAEDB will cooperate with the juvenile justice system in sharing
information contained in permanent student records regarding students who have become involved with the
juvenile justice system, in accordance with applicable law. IAEDB will enter into an interagency agreement
with the juvenile justice agencies involved.

District officials, at their option, may warn a neighboring school, school district, or other education agency
if students with a history of severe discipline problems are planning to visit the neighboring district or
school, such as to attend a sporting event or visit for any reason.

Notification of Student Records Maintenance/Access
The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over 18
years of age ("eligible students") certain rights with respect to the student's educational records.
It is the responsibility of the Superintendent to annually notify parents and eligible students of the their
right to inspect and review the student's records, seek amendment of the student’s education records, and
consent to disclosures of personally identifiable information contained in the student’s education records
(except to the extent disclosure is authorized without consent). The notice is given in a parents' or eligible
student's native language. Should IAEDB collect personal information from students for the purposes of
marketing or selling that information, IAEDB will annually notify parents of such activity.

The notice will also include a statement that the parents have a right to file a complaint concerning any
alleged failure by IAEDB to comply with the requirements of FERPA and this policy. Complaints can be
forwarded to Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW,
Washington, DC. 20202-4605

Adopted: Unknown
Modified: 05/22/89; 01/09/95; 07/24/95; 11/03/00; 01/19/09; 08/06/12
Reviewed: 12/19/94; 07/10/95; 10/16/00; 02/04/08; 01/05/09; 07/16/12; 12/04/17

34 C.F.R. Pt. 99, §§300.560 - 300.574; 76.731; 76.734; and 75.734 (1991).
Chapter 22; §622.10; Iowa Code(1991)
Education[281]--§§12.3(6); 41.20, IAC
Code § 280.25

Addendum A - IESBVI Records Retention Schedule

Neither FERPA or IDEA set a time limit for maintaining student records. IDEA does require the school to
notify a parent before it destroys records associated with special education. Iowa Administrative Rules of
Special Education specify that special education records must be maintained for five years after special
education services end. [41.624(3)] When a student graduates or exits special education services the
student/parents are informed all student records maintained by IESBVI will be destroyed after 5 years of
the notice.

IESBVI maintains student records for the purpose of providing special education services. Most records
are maintained in a digital storage system for up to 5 years after a student exits service at which time the
records are deleted. IEP system forms are the responsibility of the student’s school district. Special
education records produced by IESBVI that must be maintained for 5 years include:

- Assessments and Evaluations like LMA, FVA, ECC Screening Tools and Assessments
- Data and progress monitoring reports
- Medical Reports like Eye condition reports
- Notes from parents or Doctor’s notes
Other student records that are produced in the course of providing services will be maintained in a digital storage system include:
- handwritten communications with parents and other providers.
- e-mails,
- direct observations, protocols, rubrics (data collection sheets) used to measure progress.
- professional or working notes that have become part of the student record.

Staff are directed to maintain these records for at least 5 years after the student has graduated/exited services.

Staff are directed to destroy copies of any records that have been uploaded into a digital storage system when they are no longer needed by the teacher.

IESBVI does not enroll students in grades P-12 so no “Permanent Records” are maintained by the agency for these students. IESBVI must maintain permanent records on students enrolled in the 4 PLUS program. In addition to the special education records identified above, the following Permanent Records must be maintained forever.

Permanent Records – IESBVI 4 PLUS Students
- Attendance Records; including student’s name, address, phone number
- End of year report cards or grades
- Course transcripts

https://www2.ed.gov/about/overview/focus/daca-education-records.pdf

Addendum B – IESBVI Positions with Authorized to Access Student Records

<table>
<thead>
<tr>
<th>Position</th>
<th>Purpose</th>
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</thead>
<tbody>
<tr>
<td>Teachers/ Orientation Mobility Specialists</td>
<td>Review records</td>
</tr>
<tr>
<td>Administrators</td>
<td>Review records</td>
</tr>
<tr>
<td>Administrative Assistants</td>
<td>Add or remove records, respond to requests for records</td>
</tr>
<tr>
<td>Consultants</td>
<td>Review records</td>
</tr>
</tbody>
</table>

Outside agency access Student Records Access Log - sample

<table>
<thead>
<tr>
<th>Person/Agency Making Request</th>
<th>Information Requested</th>
<th>Reason/Purpose for Request</th>
<th>Date of Request</th>
<th>Date of Compliance (note if not provided)</th>
<th>Person Providing Information</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Notice of Special Education Records Destruction – Sample Letter
July 19, 2017 (Exit IEP – Graduation)

Mr. and Mrs. John Doe
12345 Main St
Somewherein, IA 81234

Dear Mr. and Mrs. Doe:
This letter is to notify you that the special education records that have been kept by Iowa Educational Services for the Blind and Visually Impaired for (name of student) are no longer needed to provide educational services. Therefore, in compliance with the Iowa School for the Deaf policy, these records will be destroyed 3 years after graduation. Because your child graduated more than 5 years ago, I am writing to inform you that your child’s records will be destroyed (date). Destruction of these records is the best protection against improper and unauthorized disclosure. Please be aware that these records may be needed for social security benefits or for other purposes in the future. If you wish to review or acquire the file now for your own reference, please make your request in writing to the Principal’s office. Please be aware that we will continue to keep the following school records on file permanently: final transcript, report cards, assessments, Exit IEP and proof of graduation. If you have any questions, please feel free to contact me at voice 712.366.3237 or VP 712.250.6832.

Sincerely,

Rebecca Gaw, Principal

Media Release/Directory Information

IESBVI Notice of Special Education Records Destruction – Sample Form

Date: / / 
Re: (student name)
Birthdate: / / 

Area Education Agencies maintain a permanent record for all students who have received special education services. The permanent record includes:
- A student’s name
- Address
- Phone number
- Date of birth
- Dates of AEA, IESBVI, and/or LEA special education service(s)
- Grade or age level and date of final exit from special education service

Iowa Educational Services for the Blind and Visually Impaired maintains special education records as long as they are needed to provide educational services and for as long as they are needed to be available for audit purposes (at least five years after special education services end). Special education records maintained by IESBVI are then destroyed.

We understand that parents/eligible students:
- may request that records be destroyed when they are no longer needed by IESBVI, or
- may request that records be released to them when they are no longer needed by IESBVI.

We further understand that there may be reasons (e.g., social security documentation) that student records should be maintained.

I/ we understand that ________:
- (student name)
- was/will be exited from special education services on: / / 
- His/her special education records will be destroyed no earlier than: / / 
- No further notice will be given.
EMPLOYEE HANDBOOK
Appendix E – IT Acceptable Use Policy

1.0 Overview
Information Technology’s intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to Iowa School for the Deaf’s established culture of openness, trust and integrity. Information Technology is committed to protecting Iowa School for the Deaf’s employees, students and the school from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail and WWW browsing, are the property of Iowa School for the Deaf. These systems are to be used for business purposes in serving the interests of the school, and of our students in the course of normal operations. Please review Human Resources policies for further details.

Effective security is a team effort involving the participation and support of every Iowa School for the Deaf employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2.0 Purpose
The purpose of this policy is to outline the acceptable use of computer equipment at Iowa School for the Deaf. These rules are in place to protect the employee and Iowa School for the Deaf. Inappropriate use exposes Iowa School for the Deaf to risks including virus attacks, compromise of network systems and services, and legal issues.

3.0 Scope
This policy applies to employees, contractors, consultants, temporaries, and other workers at Iowa School for the Deaf, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Iowa School for the Deaf.

4.0 Policy
4.1 General Use and Ownership
1. Iowa School for the Deaf Administration (or Technology Support Personnel authorized by Administration) may, at any time, without further notice read any electronically stored data or electronic communications including, but not limited to e-mail, Internet and fax communications contained on or transmitted by any school equipment.
2. Electronic equipment, including but not limited to computers, telephones, cell phones and fax machines, are provided to, or made accessible to school employees for the purpose of conducting school business.
3. No employee should assume that any material on school computers is private.
4. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. If there is any uncertainty, employees should consult their supervisor or manager.
5. Authorized individuals within Iowa School for the Deaf may monitor equipment, systems and network traffic at any time.
6. Iowa School for the Deaf reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

4.2 Security and Proprietary Information

1. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly; user level passwords should be changed every six months.

2. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less, or by logging-off (control-alt-delete for Windows users) when the host will be unattended.

3. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with the Staff Laptop Policy.

4. Postings by employees from an Iowa School for the Deaf email address to newsgroups, social media sites or blogging sites should occur only during the course of business duties.

5. All electronic devices used by the employee that are connected to the Iowa School for the Deaf Internet/Intranet/Extranet, whether owned by the employee or Iowa School for the Deaf, shall be continually executing approved virus-scanning software with a current virus database and have all applicable patches applied.

6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

7. Employees must use extreme caution when opening links in e-mail. Links should never be clicked, they should always be retyped or copied and pasted into a browser window.

4.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Iowa School for the Deaf authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Iowa School for the Deaf owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Using an Iowa School for the Deaf computing asset for personal or corporate profit or gain.

2. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Iowa School for the Deaf.
3. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Iowa School for the Deaf or the end user does not have an active license is strictly prohibited.

4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.

5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

7. Using an Iowa School for the Deaf computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.

8. Making fraudulent offers of products, items, or services originating from any Iowa School for the Deaf account.

9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.

10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

11. Port scanning or security scanning is expressly prohibited unless prior notification to Information Technology is made.

12. Executing any form of network monitoring which will intercept data not intended for the employee’s host, unless this activity is a part of the employee’s normal job/duty.

13. Circumventing user authentication or security of any host, network or account.

14. Interfering with or denying service to any user other than the employee’s host (for example, denial of service attack).

15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user’s terminal session, via any means, locally or via the Internet/Intranet/Extranet.

16. Providing information about, or lists of, Iowa School for the Deaf employees to parties outside Iowa School for the Deaf.

17. Violating any law or any of Iowa School for the Deaf’s policies.

18. No employee is permitted to deny Administration access to any materials contained on or transmitted by school computing assets.

Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).

2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.

3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.

6. Use of unsolicited email originating from within Iowa School for the Deaf's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Iowa School for the Deaf or connected via Iowa School for the Deaf's network.

7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

8. Using the e-mail system in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples include, but are not limited to: sexually explicit messages, cartoons or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that can be construed as harassment or disparagement of others based on their sex, race, age, national origin, religious origin, or sexual orientation. Any employee who receives such communications cannot assume that the school is aware of those materials and should notify a supervisor or Information Technology immediately.

Internet Activities

1. Internet use by employees is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Iowa School for the Deaf’s systems to engage in personal Internet use is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Iowa School for the Deaf’s policy, is not detrimental to Iowa School for the Deaf’s best interests, and does not interfere with an employee's regular work duties. Internet use from Iowa School for the Deaf’s systems is also subject to monitoring.

2. Employees shall not engage in any internet usage that may harm or tarnish the image, reputation and/or goodwill of Iowa School for the Deaf and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when using internet services or otherwise engaging in any conduct prohibited by Iowa School for the Deaf's Non-Discrimination and Anti-Harassment policy.

3. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Iowa School for the Deaf’s trademarks, logos and any other Iowa School for the Deaf intellectual property may also not be used in connection with any Internet activity.

Social Media

1. Employees should not access social media websites while using ISD/IESBVI equipment, time or other resources unless it is a job duty.

2. Employees shall never discuss or post information about or images of students, unless it is a job duty and you have written permission to do so.

3. Employees shall not “friend”, “follow”, or otherwise interact with a school-age former, current or potential student on social media or the internet, unless they are an immediate family member of that student. Employees should set and maintain appropriate social media privacy in order to limit other student interactions on social media.
4. Never post anything threatening, harassing, bullying, defamatory or that could contribute to a hostile work environment. Never post anything that is in violation of any ISD/IESBVI policies or the law.

5. Employees must have supervisor approval and IT involvement when establishing a work related social media site. Work-related social media account, platforms, groups, etc. must be maintained separately from personal social media accounts to the extent possible.

5.0 Enforcement
Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
EMPLOYEE HANDBOOK
Appendix F Anti-Bullying/Harassment Policy

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

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

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

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures up to, and including, termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds.

“Volunteer” means an individual who has regular, significant contact with students. Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to the student’s person or property;
• Has a substantially detrimental effect on the student’s physical or mental health;

• Has the effect of substantially interfering with the student’s academic performance; or

• Has the effect of substantially interfering with the student’s ability to participate in or benefit from the services, activities, or privileges provided by the school.

“Electronic” means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

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

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

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

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

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

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

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

• Submission to the conduct is made either implicitly or explicitly a term or condition of the student’s education or benefits;

• Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
• The conduct has the purpose or effect of substantially interfering with the student’s academic performance by creating an intimidating, hostile, or offensive education environment.

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

• Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student’s education or participation in school programs or activities; and/or

• Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

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

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

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The Superintendent or designee will be responsible for handling all complaints by students alleging bullying or harassment. The Superintendent or designee will be responsible for handling all complaints by employees alleging bullying or harassment.

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

ISD shall annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook,
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school’s or board’s web site,

and a copy shall be made to any person at the central administrative offices at the following addresses: Iowa School for the Deaf and Iowa Braille and Sight Saving School (3501 Harry Langdon Blvd.; Council Bluffs, IA. 51503).
EMPLOYEE HANDBOOK
Appendix G Student to Student Sexual Misconduct Policy

This policy governs the practices related to student to student sexual misconduct for Iowa Braille and Sight Saving School, Iowa School for the Deaf and special schools programs including the Statewide System for Vision Services. The schools and programs will be referred to as special schools throughout this document.

It is the goal of the special schools to maintain positive learning and care environments that are free from sexual misconduct, harassment, abuse, exploitation, intimidation and assault. No student shall engage in any activities of sexual misconduct, harassment, assault abuse, exploitation or intimidation of another student. Any student found in violation of this policy will be subject to disciplinary measures.

It is the purpose and intent of this policy and these procedures to create a uniform procedure for the reporting, investigation, and disposition of allegations of abuse of students directly resulting from the actions of another student. This policy shall not be construed to prevent a victim from seeking administrative or legal remedies under any applicable provision of law.

For the purpose of this policy the alleged act(s) of sexual misconduct which include(s) harassment, abuse, exploitation, intimidation and assault must be alleged to have occurred on school grounds, on school time, on a school-sponsored activity, or in a school-related context in order to be investigated by school personnel. Allegations of sexual misconduct occurring outside of the school jurisdiction may be referred to the appropriate legal authorities. If an investigation reveals that there is a reasonable suspicion that a criminal act of sexual misconduct occurred (e.g. A sexual assault that is punishable by law) a referral may be made by the school authorities to local legal authorities for their further investigation.

Student to student sexual misconduct applies to students of the special schools and minor age students associated with students from the programs. Allegations of sexual misconduct toward students by school employees and other adults are governed by Procedure for Reporting Suspected Child Abuse, Dependent Adult Abuse or Abuse of a Student by a School Employee. The scope of this Student Sexual Misconduct policy is limited to protecting children in prekindergarten and K-12 educational programs and associated programs of the special schools.

“Sexual abuse” means any sexual offense as defined by Iowa Code chapter 709 or Iowa Code section 728.12(1). The term encompasses acts of inappropriate intentional sexual behavior by another student toward a student. Student to student acts of sexual harassment are also governed by policy on Initiations, Hazing, Bullying or Harassment and the accompanying procedure.

Sexual activity with a minor or between minors, even if consensual, may be determined to be sexual assault or sexual misconduct. Sexual assault may have occurred if one of the parties used physical force to make the other have sexual contact with him/her. Sexual assault may have occurred if one threatened the other to have sexual contact with
him/her. Although these actions are not all inclusive, these are actions that when alleged will lead to investigation. The requirements of this policy are not discriminatory regardless of race, color, national origin, religion, sex, sexual orientation, gender identity, age, marital status or disability.

The special schools prohibits retaliatory action against any person filing a complaint of student to student sexual misconduct or against any person cooperating in the investigation of any charge of student to student sexual misconduct. This includes any form of intimidation, threats or harassment. The special schools prohibit an individual from knowingly filing false charges of student to student sexual misconduct. Acts of retaliation and of knowingly filing false charges of student to student sexual misconduct constitute violations of the Student Code, of the Employee Handbook and of this policy and will result in disciplinary action.

Through the investigation process the special schools personnel will make all reasonable efforts to protect the confidentiality of the alleged victim and the alleged violator. The special school’s ability to protect the confidentiality of the involved students will be determined by the degree of threat or of a clear and present danger to the victim or other members of the special school community posed by the accused. To the greatest extent possible, based on an analysis of safety risk, special schools shall adhere to the confidentiality requirements set forth through the Individuals with Disabilities Act and the Family Educational Rights and privacy Act (FERPA).

The Superintendent’s office including the Superintendent or designee, the Regional Director or the Director of Student Life, will coordinate all student to student sexual misconduct allegation actions including coordination of contact information, communication, investigation and reporting.

Support for the Alleged Victim
Of primary concern is the support for the alleged victim of the sexual offense. When an offense is learned of or reported the student victim’s parent or guardian will be contacted immediately. The alleged victim and parent(s) will be offered the support and assistance of a trained sexual assault advocate. The parents of the victim will be encouraged to report to law enforcement and will be informed of procedures for initiating civil action. The victim and parent(s) will be provided physical and emotional support through a trained advocate.

The alleged victim and parent will be informed of victim rights which include:

- Information on reporting to law enforcement that clearly informs the victim and parent(s) of this option, if the offense had not yet been reported by school personnel;
- An opportunity for the parent and student, when appropriate and at the parent discretion, to participate in campus disciplinary hearings;
- The right of the parent and student to be accompanied by an advisor during the investigation and hearing;
• The right of the parent or student victim to provide a victim’s impact statement if the accused is found in violation; and

• To the extent allowed by confidentiality laws governing special education, the right of the parent and student victim to know the outcome of the hearing, including determination and sanction imposed.

It is critical to the investigation process that incidents of student to student sexual misconduct be reported immediately and certainly within twenty four hours of the incident. Recipients of the report must report immediately to the Superintendent. Reports beyond that time frame will be investigated but the ability to determine what may have occurred will be compromised by the passage of time.

The following options are available to insure the safety of a student who might be in imminent danger of continued contact during the investigation process:

a. Temporary removal of the alleged student victim from contact with the other student.

b. Temporary removal of the alleged student violator from service

c. The accused student may be restricted in activity until it has been determined if a reportable offense has occurred. If a reportable offense has occurred, the student may be recommended for change of IEP or placement review.

d. If the accused individual is not another campus based student, the individual's presence on campus will be excluded by means of legal enforcement. A permanent exclusion from campus will be in effect if the accused is found guilty.

e. Any other appropriate action permissible under Iowa and special education law to ensure the student's safety.

Duties of Investigator – Student to Student Sexual Misconduct Allegations

(1) Upon receipt of the report, the investigator shall make and provide a copy of the report to the person filing and to the student's parent or guardian if different from the person filing.

(2) Upon receipt of a report of sexual misconduct or other notice of an allegation of sexual misconduct, the investigator shall review the facts alleged to determine that the allegations, if true, support the exercise of jurisdiction.

(3) The investigator shall notify the parent, guardian, or legal custodian of a child, in pre kindergarten through grade six, of the date and time of the interview and of the right to be present or to see and hear the interview or send a representative in the parent's place. The investigator shall interview the alleged victim as soon as possible, but in no case later than five days from the receipt of a report or notice of the allegation of sexual abuse. The investigator may record the interview electronically. The investigator shall exercise prudent discretion in the investigative process to preserve the privacy interests of the individuals involved. To the maximum extent possible, the investigator shall maintain the confidentiality of the report.

The designated investigator's role is not to determine the guilt or innocence. The designated investigator shall determine, by a preponderance of the
evidence, and based upon the investigator's training and experience and the credibility of the student, whether it is likely that an incident took place.

If, in the investigator's opinion, it is likely that an incident in the nature of a criminal sexual act occurred, the investigator shall temporarily defer further investigation and shall immediately contact appropriate law enforcement officials, notifying the student's parent or guardian and the person filing the report, if different from the student's parent or guardian, of the action taken.

If, in the investigator's opinion, an incident occurred that would not constitute a criminal sexual act but that was in the nature of inappropriate, intentional sexual behavior by the student, toward a student, further investigation is warranted. Prior to interviewing any collateral sources who may have knowledge of the circumstance contained in the report the investigator shall provide notice of the impending interview of student witnesses who are in prekindergarten through grade six, to their parent, guardian, or legal custodian, and may provide notice to the parent or guardian of older students, prior to interviewing those students.

If, in the investigator's opinion, the allegation of sexual misconduct is unfounded either because the conduct did not occur or the conduct did not meet the definition of misconduct in these rules, further investigation is not warranted. The investigator shall notify the student's parent or guardian, the person filing the report, if different from the student's parent or guardian, and the parent(s) of the other student named in the report of this conclusion in a written investigative report to the extent permitted by the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

Within 15 calendar days of receipt of the report or notice of alleged sexual misconduct, the designated investigator shall complete a written investigative report.

The written investigative report shall include:
1. The name, age, address, and attendance center of the alleged student victim named in the report.
2. The name and address of the student's parent or guardian and the name and address of the person filing the report, if different from the student's parent or guardian
3. The name and address of the student named in the report as allegedly responsible for the misconduct of the student
4. An identification of the nature, extent, and cause, if known, of any injuries or abuse to the student named in the report
5. A general review of the investigation
6. Any actions taken for the protection and safety of the student
7. A statement that, in the investigator's opinion, the allegations in the report are either:
a. Unfounded. (It is not likely that an incident, as defined in these policies and procedures, took place) or
b. Founded. (It is likely that an incident took place.)
8. The disposition or current status of the investigation
9. A listing of the options available to the parents or guardian of the student to pursue the allegations. These options include, but are not limited to:
   a. Contacting law enforcement
   b. Contacting private counsel for the purpose of filing a civil suit or complaint

The investigator shall retain the original copy of the investigative report. The person filing the report, the parent(s) or guardian(s) of the student named as the victim in the report and the parent(s) or guardian(s) of the named student shall be notified that the investigation has been concluded and of the disposition or anticipated disposition of the case to the extent permitted by the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

Training for Investigators
Annual in-service training will be provided for the designated investigator and the alternate(s).

Training for Employees
Annual in-service of Chapter 102 (Abuse of Students by School Employees) reporting of abuse of student(s) by school employee(s), student to student sexual misconduct policy, anti-bullying harassment policy and mandatory reporting of child abuse to the Department of Human Services will be provided to all special school employees.

HISTORY OF UPDATES:
2018 – October – Section IV Y - Cell Phone Policy
2018 – October – Appendix E – Social Media Policy
2018 – December – Section X – Tornado Procedures
2019 – February – Section IV C – Smoke/Tobacco/Nicotine-Free Policy
2020 – August – Section B – SLPI Policy
2021 – January – Section III V – Workers’ Compensation