

LU VERNE CSD CERTIFIED EMPLOYEE HANDBOOK

2018-2019

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Statement of General Information

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

Equal Opportunity Employment

The district will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives, and regulations of federal, state and local governing bodies. The district does not discriminate on the basis of race, color, creed, sex, national origin, religion, age or disability in its employment practices. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer, demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and with persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Advertisements and notices for vacancies within the district will contain the following statement: "*The district is an EEO/AA employer*". The statement will also appear on application forms. Further information is available in the school district's central administrative office.

Board Policies

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available in the district's central administrative office.

Handbook Subject to Change

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

Grievance Procedure

Section I: A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, of misapplication of any of the specific provisions of the agreement.

Section II: (a) Every teacher and/or the Association covered by this agreement shall have the right to present grievances in accordance with these procedures.

(b) The failure of a teacher and/or the Association to act on any grievance within fifteen (15) days of the alleged violation will act as a bar to any further appeal and an administrator's failure to give a decision within ten (10) days shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation of other handling of processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher of the teaching staff.

(d) Beginning with the second step, the aggrieved teacher may request representation, by a representative of his/her choice be present at any meetings pertaining to the alleged grievance.

Section III: (a) First step - An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

(b) Second step - If the grievance cannot be resolved informally, the aggrieved teacher and/or the Association shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the superintendent. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of occurrence of the event giving rise to the grievance. The superintendent shall make a decision on the grievance and communicate it in writing to the teacher and/or the Association within ten (10) school days after receipts of the grievance.

(c) All days in this article refer to working days.

Section IV: If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this handbook, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

Section V: Year-end Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by one half (1/2) so that the grievance procedure may be exhausted prior to the end of the school year or as soon as possible thereafter.

Section VI: The grievance procedures shall not apply to reduction or realignment of staff (see separate section in handbook).

Clauses

- A. Separability: If any provision of this handbook or any application of this handbook to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting. All other provisions or applications shall continue in full force and effect.
- B. Printing Handbook: Copies of this handbook shall be emailed to all certified staff.
- D. The L.E.A and/or staff will continue to have input on the school calendar

Wages and Salaries

- A. Schedule: The salary of each employee is covered by the regular salary schedule. The method by which salaries of those not on the salary schedule are computed is explained also in that section.
- B. Advancement on Salary Schedule (See schedule in Master Contract):
 - 1. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher one shall move to the corresponding eligible step on the higher lane. Staff members are required to notify the office of the move across the schedule. For an employee to advance to a higher educational lane, he shall file suitable evidence of additional educational credit with the superintendent no later than ten (10) days after the beginning of each school year.
- C. Method of payment:
 - 1. Pay Periods: Each employee shall be paid in 9 or 12 equal installments on the 15th of each month, the number of installments, however, shall be mutually agreed upon by the Administration and employee. Employees shall receive their checks at their regular building and on regular school days.
 - 2. Exceptions:
 - (a) When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
 - (b) Employees who are new in the teaching profession may at their option elect to receive up to 50% of the first salary installment after completing ten (10) working days. The balance of the first month's salary shall then be paid on the regular payday.
 - 3. Final Pay: Employees leaving the district shall have the option of receiving all remaining parts of his earned, contracted salary in the June pay period.
 - 4. Summer Checks: Summer checks or automatic deposits, other than for summer school

teachers, shall be mailed to the address designated by the employee.

- D. We agree to use voluntary participation in Section 125 of the IRS code which will be applied according to the regulations of that Section. The Board agrees to administer the withdrawals of the non-taxable funds from the employees wages and assumes responsibility for the bookkeeping of those records.

Supplemental Pay

- A. Payment for Additional Classes: Teachers who are asked to fill in for an absent teacher shall be paid an additional \$15.00 per class covered. This shall apply to regular classes and study halls.
- B. Payment for Curriculum Area Professional Dues: Teachers will be reimbursed up to \$50 per teacher for approved curriculum area dues. The teacher shall file suitable evidence of membership for reimbursement.

Insurance

- A. Types: The Board agrees to provide all employees the following full paid insurance protection. The Board of Education has the sole authority to select the insurance plans and coverage(s).
 - 1. Health and major medical, Dental, Vision, Life, Accidental Death and Disability: Each employee who is employed an average of thirty hours (the Board can make exceptions to this requirement) per week (including supplemental contracts) or more, may, at the discretion of the employee, be covered by the health and major medical, dental, vision, life, accidental death and disability program with single coverage paid for by the Board.
 - In addition, each employee who is eligible for single coverage of vision and dental insurance coverage may at the discretion of the employee, choose to pay the additional premium for a family plan of dental and vision insurance.
 - In addition, each employee who is eligible for single coverage of health and major medical insurance coverage may at the discretion of the employee, choose to pay the additional premium for a family plan of health and major medical insurance. The Board shall be required to pay the single premium rate for said health and major medical coverage
 - In the event that an employee does not choose to be covered by health and major medical insurance, the Board will pay a cash option for the employee equal to the \$1800.00 per year figure.
- B. Descriptions: The Board shall provide each employee a description of the insurance coverage provided by the district. This description shall include a clear description of conditions and limits of coverage. Through the carrier, a Health Savings Account (HSA) will be established for each covered employee. The Board will contribute \$125 per month/per covered employee to the HSA. The Board will be responsible for providing insurance applications as needed.
- C. Continuation: In the event that an employee, absent because of illness or injury, has exhausted all sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year. Employees on a non-paid leave for one month or longer may have

the option of continuing any or all of the Board paid programs by paying the premium themselves to the Board within thirty (30) days of the billing date.

In the event that an employee leaves the district at the end of the regular school year for any reason, the Board shall continue to carry insurance for that employee through the August pay period, unless said employee is covered under another plan through other employment. Employees terminated for reasons other than staff reduction, will not be eligible for this benefit.

In the event that an employee, age 55 or older, should retire prior to their sixty-fifth (65th) birthday, they may continue their insurance coverage through the school program by paying premiums themselves to the Board within thirty (30) days of the billing date. The Board shall inform the employee of any changes in the insurance premiums and billing dates.

Sick Leave

- A. Accumulative Benefits: all employees shall be entitled to sick leave according to this schedule:

First year of employment - ten days,
Second year of employment - eleven days,
Third year of employment - twelve days,
Fourth year of employment - thirteen days,
Fifth year of employment - fourteen days,
Sixth and following years of employment - fifteen days.

Unused sick leave days may be accumulated from year to year with a one hundred (100) day limit. Upon termination of employment, any unused sick leave will be paid out at \$10.00 per full day.

- B. Notice of Accumulation: Upon written request, the employee shall be given a written statement of accumulated sick leave days.
- C. Sick Leave Use: Sick leave may be used by an employee only in the amount of accumulated sick leave.
- D. If there is a doubt regarding the illness of an employee, the superintendent may require a doctor's statement verifying the illness, or he may require the employee to submit to a medical examination before sick leave pay is allowed. The Board will pay for any examination required by the superintendent.
- E. Employees may use their sick leave annually in case of illness of the employee's mother, step-mother, father, step-father, husband, wife, brother, sister, child, grandparent, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law.
- G. Insurance benefits shall be continued for a period of six (6) months beginning with the effective date of sick leave. The employee shall have the opportunity of continuing such benefits for one (1) additional year at the employee's own expense.

- H. Pay: An employee shall be entitled to all raises and increments upon return if the employee serves at least one-half (90) days of the school year. This ninety (90) day period need not be continuous.

Temporary Leave of Absence

Paid Leave: employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

- A. Personal leave: Each employee shall be entitled three days of personal leave yearly. One day notice is required. Days before and after vacation periods or the last two weeks of school shall not qualify for personal leave (unless approved by the Superintendent – reason for request could include wedding, graduation, etc). No carryover is allowed. Personal leave will be granted on a first come, first serve basis depending on the availability of substitutes.

Employees shall be reimbursed the amount equal to one half of the substitute teacher pay for each day of personal leave not taken in a year.

- B. Any employee whose religious affiliation requires the observance of recognized holidays of said employee's faith, other than those scheduled in the school calendar, shall be excused by the superintendent/principal, without pay.
- C. Any employee called for jury duty during school hours or who is subpoenaed in any judicial or administrative proceedings or who shall be asked to testify in any arbitration matter shall be provided such time up to five days, to the extent the employee is paid for such leave, he shall pay to the District any sums that he receives for such duties, excluding sums received for expenses.
- D. Faculty members will receive one professional day of his/her choice per year. Other professional leave days may be used for any educational purposes at the discretion of the administration. The employee planning to use professional leave days shall notify his superintendent/principal at least one (1) week (five working days) in advance of his absence, and the superintendent/principal shall have sole discretion in determining whether or not a professional leave day or days may be granted to any employee. Once the leave is approved, the Board of Education will pay the cost of registration, if any, not to exceed \$40.
- E. Up to ten (10) days of bereavement leave per occurrence shall be granted in the event of the death of an employee's parent, spouse, child or sibling. Up to five (5) days of bereavement leave per occurrence shall be granted in the event of the death of an employee's grandchild, parent-in-law or child-in-law. Up to three (3) days of bereavement leave per occurrence shall be granted in the event of the death of an employee's grandparent or sibling-in-law. Two days per year shall be granted to an employee to attend the funeral of a friend or family member not named above. Any further days required will need the superintendent's/principal's

approval and the employee will have to reimburse the district for the cost of the substitute teacher. In the event of the death of an employee in the Lu Verne Community School District, the superintendent/principal shall have the discretion to grant an appropriate number of employees sufficient time to attend the funeral.

- F. Other TEMPORARY leaves of absence may be granted in writing by the superintendent provided that a notice of two (2) days is first given to the superintendent by the employee planning such temporary leave, and providing the superintendent shall have the sole discretion in this matter.
- G. Leaves taken above shall be in addition to any sick leave to which the employee is entitled.

Extended Leaves of Absence

- A. Extension Without Pay: Extended leave without pay for up to one year may be granted by the superintendent, in his sole discretion.
- B. Educational Improvement: A leave of absence without pay of up to two (2) years may be granted by the Board to an employee, upon application, for the purpose of engaging in study at an accredited college or university, which study is reasonably related to professional responsibilities.
 - A. Other Extended Leaves: Other extended leaves of absence without pay may be granted in writing by the superintendent.

Employee Work Year

- A. In-School Work Year:
 - 1. Regular Contract: The in-school work year for employees contracted for the regular school year shall not exceed on hundred ninety (190) days. New to the profession personnel may be required to attend up to an additional three (3) days (per TLC Grant). New to the district personnel may be required to attend up to an additional two (2) days (per TLC Grant).
 - 2. Definition of In-School Work Year: The in-school work year shall include days when pupils are in attendance, paid holidays, orientation days and any other days on which employee attendance is required.
 - 3. Non-attendance: Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.
- B. Holidays: The regular and extended contract of employees shall include five (5) paid holidays, those being Labor Day, Thanksgiving Day, December 25th, New Year's Day and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

- C. Inclement Weather: In the event that school is dismissed due to weather conditions, employees will be permitted to leave when students are dismissed from classes due to adverse weather. Any teacher having before school and after school bus duty would still have that responsibility (unless trading with another willing teacher). In the event school starts late due to weather conditions, employees are to report to work thirty (30) minutes before the start of classes.

Employee Hours

- A. Employees will be required to report for duty at 7:50 A.M. and remain on duty until 3:45 P.M. with exceptions described in parts B, C, E, and F (the length of the work day on which teachers' salaries shall be computed shall be eight (8) consecutive hours). The School board may change the starting and quitting time for scheduling purposes. In the event that the schedule is adjusted in accordance with this Article, written notice shall be given to the teachers at least two (2) weeks in advance of the change, which notice shall specify the reason for the change.
- B. On Fridays and on days preceding vacations, the employees' day shall end at the departure of the regular bus routes except for teachers with after school duty. Special permission may be granted by the superintendent/principal for an employee to leave the building before the scheduled time for reasons which the superintendent deem valid and of an emergency nature.
- C. The administration reserves the right to extend the working day for employees until 4:30 P.M. two days per month for the purpose of staff meetings. Notice of these meetings shall be given two school days prior to the meeting. Short morning meetings may begin at 7:30 A.M., provided the notice of these meetings is given by 2:00 P.M. the day preceding the meeting. No school day will be extended until 4:30 P.M. on Fridays or days preceding a holiday period.
- D. Teachers that are required to attend any summer training will be reimbursed \$150 for a full day of training and \$75 for ½ a day of training (or can save that day and take off from the end of the year if we have extra days to make up as a staff – staff member needs to keep track of it). If the employee would like to take a credit for the class (if offered), it is up to the employee to pay for those credits. Van or car will be available to staff to use to attend the training.
- E. If teachers are required to have before school bus duty (from approximately 7:25-7:50 am.) they will be paid a stipend of \$10 per day. The office will keep track of the days and the teachers will be paid out in June.
- F. If teachers are required to have after school bus duty (from approximately 3:45-4:15 pm.) they will be paid a stipend of \$10 per day. The office will keep track of the days and the teachers will be paid out in June.

Employment and Assignments

The superintendent or principal shall assign all appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The superintendent or principal shall give notice of the assignment to all employees as soon as practicable and, except in the cases of emergency, not later than the first in-service day.

Reduction or Realignment of Staff

- A. Coverage: All employees under this agreement.
- B. Reduction of Staff:
 - 1. The decision for reduction of staff shall be the sole decision of the Board of Education.
 - 2. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education possible, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the teacher with the greater full time continuous length of service in the district.
 - 3. Any employee terminated according to this paragraph shall have recall rights to any position for which he or she is qualified, said qualifications to be within the Board's sole discretion, for a period of two years from effective date of his or her termination. Said recall rights shall be applied in inverse order of termination.
 - 4. Any employee re-employed by exercising his or her recall rights, shall be reinstated to their last previous salary on the schedule and will include any potential increases negotiated between the union and the district with benefits.

Health Provisions

Physical Fitness: All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within sixty (60) days of initial employment attesting to the employee's physical fitness. The employee shall be reimbursed up to Sixty Five Dollars (\$65.00) for the cost of the physical. The examining physician shall be selected by the employee. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this agreement prior to fulfilling the physical fitness requirement.

Safety Provisions

- A. Employee Facilities: The school shall maintain the following safety provisions for employees:
1. Parking: Free and adequate off-street parking facilities. Parking facilities and sidewalks will be maintained free of snow, ice and water insofar as possible.
 2. Employee Equipment: A serviceable desk, chair and lockable storage area for the exclusive use of the employee.
 3. Such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner and in the discretion of the administration shall be provided without charge to the employee, provided, however, that the employee shall be held responsible for the proper use and care of such equipment.
 4. Fire Escapes: All fire exits and escapes shall be maintained in proper, safe and usable fashion.
- B. Protection of Employee: An employee may, within the scope of his employment, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the persons or within the control of the pupil; for the purpose of self-defense and for the protection of persons or property.
- C. Legal Action Against an Employee: Whenever a civil legal action, which is within the scope of the Board's liability insurance, is brought against an employee, and which results from the performance of the employee's assigned duties, the Board shall provide the employee with defense and indemnification.
- D. Reporting Assaults: An employee shall immediately report cases of assault suffered by them in connection with their employment to the superintendent and to the police.

Employee Evaluation

- A. Notification - Assigned Employees: Within six (6) weeks after beginning of each school year, the administration shall acquaint each employee with the evaluation instrument and procedures to be used. A breach of this clause shall in no way deprive the administration of the right to evaluate employees.

A new employee or an employee reassigned after the beginning of the school term shall be notified by the administration of the evaluation procedures in effect. Such notification shall

be within three (3) weeks of the first day in the new assignment.

The performance of all employees in their first and second year will be formally evaluated annually and observed at least once each semester. Beyond their second year of service, as part of the performance review process employees will be formally evaluated and observed once every three years.

The career teacher and the Instructional Coach shall meet by September 30th of each year to develop the annual individual career development plan (these do not have to be completed by the end of the school year – if you complete your plan early in the school year, you will develop a new plan). The annual review (with career teacher and instructional coach and/or administrator) of the individual career development plan shall occur prior to May 20th.

Informal classroom visits by the administration or designee may occur at any time.

During the school year involving a formal evaluation, the administrator and employee shall mutually agree upon dates for a pre-observation conference, formal observation and post-observation conference. The pre-observation conference must be at least three (3) days prior to the formal observation (unless mutually agreed upon by both parties). The post-observation conference must be no later than (10) school days following the formal observations (unless mutually agreed upon by both parties).

The employee shall submit supportive evidence to the administration of standards not formally or informally observed and identified by his/her evaluator. The employee may submit supportive evidence of standards formally and informally observed by his/her evaluator.

- B. Conference and Copy: A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the administrator within (10) school days following each formal evaluation (unless mutually agreed upon by both parties). A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- C. Responses: If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
- D. Personnel File Review: Each employee shall have the right at any time to review the contents of his/her personnel file. Constituent concerns regarding a teacher's performance will be processed by initially referring the individual to the teacher. If the individual chooses not to meet with the teacher, the constituent will be asked to submit the concerns in writing. If a document is placed in the employee's file, a copy of the written document shall be given to the employee. The Board or its administrative representative shall not establish any separate

personal file which is not available for the employees inspection.

- E. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
 - A. Personnel File Reproduction: The employee shall have the right to reproduce any of the contents of his/her file at his/her expense.
 - B. State mandated Peer Review will be implemented. The teachers will recommend the Peer Review Team. Proposal may include a cross district review share with the Algona Community School District. The peer review documents would be made available to the evaluator after the completed 3 year evaluation and are returned to the evaluated instructor. Peer review shall be provided collaborative time within the school day.

Teacher Leadership and Compensation System (TLC)

Transfer Procedures

In situations where hiring occurs in support of Teacher Leadership and Compensation, the following considerations will occur:

1. TLC Positions are one year assignments and require annual reapplication.
2. The selection process for each TLC position will be guided by the criteria outlined in the TLC grant application and by the tools developed by the TLC committee.
3. No employee will be involuntarily transferred to a TLC Position.
4. If the circumstance arises in which a teacher leader chooses to not reapply for a TLC position or the selection committee does not renew the Teacher Leader contract, the Teacher Leader returns to a vacant position for which they are licensed. Notification must be made in writing by March 15.

Hours of Work

1. Teachers serving in TLC positions, conducting the responsibilities as defined in the job description, as specified may be required to work beyond the work day outlined in the Certified Handbook.
2. Teachers serving in TLC positions will be required to fulfill other duties in the Lu Verne Master Contract/Certified Handbook, including but not limited to, Parent-Teacher Conferences, Professional Development, and regular duty assignments.

Teacher Leadership Compensation

The salary supplements received by teachers assigned to TLC positions shall be as specified in the District's approved TLC grant application. The salary supplement is compensation to the teacher in the TLC position for the additional contract days and hours of work required of the teacher.

Seniority

Teachers in TLC positions will be considered members of the bargaining unit and will continue to accrue seniority in the areas to which they were assigned at the time of selection for a TLC position.

Procedures for Staff Reduction

For purposes of staff reduction, teachers in TLC positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection to a TLC position.

Funding for Program

Teacher leadership supplemental foundation aid from the state shall be required to sustain the TLC program. TLC salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this memorandum

Separation of Teacher Evaluation

This memorandum of understanding will establish a wall between the TLC system and the evaluation process for the performance of teaching duties. Teachers in TLC positions will not evaluate other teachers.