

NORTHEAST COMMUNITY

SCHOOL DISTRICT

EMPLOYEE HANDBOOK

-TEACHERS-

For the 2021-2022 School Year

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SECTION 1

INTRODUCTION

The Northeast Community School District (“District”) states that it desires to employ quality staff who are able to provide a quality education for the students of the District. To this end, the District has in place this Employee Handbook that provides information to employees relating to their employment with the District.

1.1 This Employee Handbook shall apply to all teachers, librarians, counselors, and nurses, and does not apply to the superintendent, principals, assistant principals, the business manager, any administrative directors or coordinators, non-professional employees, or any substitute employees.

1.2 This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Northeast Community School District or its duly authorized representatives. It is each employee’s responsibility to become familiar with the policies and procedures of the District.

This Employee Handbook shall be maintained solely by the District. The Board of Directors of the Northeast Community School District and/or the District’s administration has the ability to interpret and imply provisions of the Employee Handbook.

1.3 This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Northeast Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

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

1.5 The following definitions shall apply to this Employee Handbook:

A. The term “Board” as used in this Employee Handbook, shall mean the Board of Education of the Northeast Community School District or its duly authorized representatives.

B. The term “employee” as used in this Employee Handbook, shall mean all teachers, instructional coaches, guidance counselors, librarians, home school liaisons, school nurses, and all others employed in a professional capacity. The term does not mean the superintendent, principals, assistant principals, the business manager, any administrative directors or coordinators, non-professional employees, or any substitute employees.

SECTION 2

GREIVANCE PROCEDURE

- 2.1 An employee may grieve any complaint as hereafter provided. Such a complaint is styled a “grievance.” The one grieving is styled the “grievant.”
- A. If a grievance involves employees from all buildings, then a group of affected employees may commence processing the grievance at Step 3. The parties will endeavor to consolidate for processing multiple grievances arising out of the same misunderstanding.
- 2.2 (Step 1) A grievant may grieve in accordance with the following procedure:
- A. The grievant shall attempt to resolve any grievance by an informal discussion between the grievant and the Building Principal or his/her designee for such purpose. If the grievant so requests, an employee representative may participate in the informal discussion. If the Principal so desires, others may participate in the informal discussion. All grievances must be so presented within twenty (20) working days (twenty [20] week days if the period described by work days would include summer vacation) of the date on which the employee first knew or could reasonably have known of the occurrence of the event giving rise to the grievance.
- 2.3 (Step 2) If the grievance is not resolved informally, then:
- A. The grievant shall reduce his/her grievance to writing on the form in Appendix E. The grievance so reduced and written shall describe the grievance, cite the specific Section(s) allegedly misinterpreted or misapplied and specify the relief sought; thereafter, the grievance will be what is then so reduced and written and references thereafter to “the grievance” in the procedure refer to that written statement.
- B. The grievance then must be filed with the Building Principal or his/her designee within seven (7) calendar days after the informal discussion described in 1.2(A) has been concluded. Employees working in more than one (1) building may file “grievance” with either principal.
- C. The Building Principal or his/her designee shall within five (5) calendar days from the date on which the grievance was filed, arrange for a meeting at a mutually satisfactory time with the grievant and any representative. If the Principal may request, others may be present.
- D. The Building Principal or his/her designee shall formally, in writing, answer the grievance within seven (7) calendar days from the date the written grievance was filed.

- 2.4 (Step 3) If the grievant remains unsatisfied after receiving the principal's formal answer, then:
- A. The grievant may file a copy of his/her grievance with the Superintendent or his/her designee. Such grievance must be so filed within five (5) calendar days after receipt of the Principal's formal answer.
 - B. The Superintendent or his/her designee may meet with the grievant, and, if the grievant notifies the Superintendent in writing at least one (1) day prior to such meeting, an employee representative.
 - C. The Superintendent or his/her designee shall formally answer, in writing, the grievance within five (5) calendar days after the grievance was filed with the Superintendent or his/her designee.
 - D. The grievant may not appeal an answer provided by the Superintendent or his/her designee (Step III) beyond the Superintendent's answer. The Superintendent's decision is final and binding.
- 2.5 The District shall give, upon written request by a grievant, any information necessary for the processing of the grievant's grievance, except for documents deemed confidential under this Employee Handbook or otherwise confidential under law.
- 2.6 Records dealing with the procession of a grievance shall be filed in the personnel file of any of the participants.

SECTION 3

PROFESSIONAL STAFF EVALUATION PROCEDURES

- 3.1 The evaluation system shall consist of formal observations, artifact collection, and review of additional data gathered by the administrator.
- A. During the first two years of employment with the Northeast Community School District, all beginning teachers will participate in Tier I of the Professional Staff Evaluation System. Staff new to Northeast, but not new to the profession, will spend one year in Tier I. Tier I staff members may be assigned to Tier I for an additional year by their evaluator. Written notification of this decision will be provided to the employee. Upon successful completion of Tier I, teachers will be placed on Tier II of this system.
 - B. If an evaluator determines, at any time, as a result of a teachers' performance, that the teacher is not meeting district expectations under the Iowa Teaching Standards and Criteria, and any other standards and criteria established by the District and/or the Board, the evaluator shall recommend to the district that the teacher participate in Tier III, an intensive assistance program. The intensive assistance program's processes is outlined in the Northeast Professional Staff Evaluation Handbook.

- C. Either the staff member or the evaluator(s) may initiate informal discussions of progress at any time throughout the cycle. Disagreements occurring between the staff member and the evaluator(s) concerning any aspect of the professional staff evaluation process will be resolved through discussions with the Superintendent and the employee and/or an employee representative, if the employee chooses.
- 3.2 The evaluation process will begin with written notification to the staff member within four weeks of his/her first day of work. Each new staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.
- 3.3 Formal observations shall include pre- and post-observation conferences that will be scheduled for dates and times mutually agreeable to the staff member and the evaluator(s). For staff members in Tier I, the evaluator(s) shall conduct a minimum of three formal observations in the first year and a minimum of one observation in the second year. For staff members in Tier II, the evaluator(s) shall conduct a minimum of one formal observation during a three-year cycle.
- A. A staff member's participation in any phase of the evaluation process does not mean that an administrator may not visit that staff member's classroom or observe sessions conducted by the staff member. Administrators will continue to monitor the performance of all staff and will address concerns with staff members as they arise.
- 3.4 On/before October 15 of each year, all staff members in Tier II will submit an Individual Career Development Plan based upon the Iowa Teaching Standards and Criteria, the District Career Development Plan, and the needs of the teacher.
- A. Should a staff member or group wish to amend the plan during the term of the Career Development Plan, the staff member or group will discuss proposed changes with the evaluator(s) and submit a revised plan.
 - B. Each staff member will complete a Summary Report on/before May 15 of Year One and Two and on/before March 30 of Year Three. The Summary Report will allow the staff member to reflect on the Individual Career Development Plan and will include the following:
 - 1) How the plan impacted student achievement
 - 2) How the plan impacted the teacher's professional growth
 - 3) How the plan addressed the Iowa Teaching Standards and Criteria
 - 4) Individual teacher reflection about the implementation and outcomes of the plan
- 3.5 All professional staff will be required to create and maintain artifacts as required by the employee's evaluator.

- 3.6 Informal or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.
- 3.7 If a decision is made to place a complaint directed toward an employee in her/her personnel file, the placement in the personnel file shall be called to the employee's attention, in writing, within five (5) working days of that decision. A response from the employee, in regard to said notice, shall be written and presented to the supervisor within ten (10) days of the employee's notice. The employee's response shall become a part of said file.
- 3.8 Each employee may, upon request, have access to the employee's official evaluation file for purpose of inspection and review, and upon request, will within five (5) calendar days of such request, have available a copy of any material contained therein. The employee may respond in writing to material derived from the evaluation process contained in or hereafter placed in the file, and such response will become a part of the file.
- 3.9 Teachers who hold an initial license are required to have successfully completed the two-year mentor program. Teachers new to Northeast, but not new to the profession, are required to successfully complete a one-year mentoring program.
- 3.10 A comprehensive evaluation will occur at the end of year two for beginning teachers, at the end of year one for staff new to Northeast, but not new to the profession and at the end of year three for Tier II staff. Prior to the filing of the comprehensive evaluation, the evaluator(s) and staff member will have a final conference to review the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the evaluation. The evaluator will submit this review to the Superintendent's office by May 15.
- A. The staff member may, if he/she wishes, submit a "rebuttal" to the comprehensive evaluation document. This "rebuttal" must be in writing and must be submitted to the evaluator(s) within ten school days following the summative evaluation.
- 3.11 An employee may file a grievance concerning the Tier I, Tier II or Tier III process as permitted by the Grievance Procedure of this Employee Handbook.
- 3.12 The TQ Committee shall develop any necessary Peer Review and Collaboration Time processes.

SECTION 4

SENIORITY

4.1 Definitions applicable to this Section are:

- A. The term “seniority,” whenever used in this Employee Handbook, shall mean the relative ranking of employees in the bargaining unit in term of the employee’s continuous employment in the School District. Beginning July 1, 2014, seniority shall be pro-rated for employees less than full time. This pro-rating of employees shall not be retroactive.

When an employee voluntarily or involuntarily transfers from one (1) classification to another, he/she keeps all accumulated seniority in the previous classification and starts accumulating from zero in the new classification. If a layoff occurs in the new classification, the employee would retain displacement rights in the previous classification.

If, at the time of layoff in a classification, two (2) or more employees have the same seniority, the District shall use the date the employees signed their initial District contracts to determine the employee with more seniority. The employee with the earlier signing date shall be deemed to have the greater seniority.

If the two (2) employees signed their initial District contracts on the same day, a random drawing shall be conducted to determine the employee to be laid off.

- B. The term “classification” shall mean the classification in which the employee is employed, (employees who teach in more than one (1) classification will receive a full year in each classification) and in which he/she has established seniority rights, and for all purposes covered by this Section, shall be as already established by the existing employment record. The classifications involved are hereinafter set out.
- C. The term “layoff” shall mean laying an employee off from his/her regular duty within a classification outlined in this Employee Handbook.

4.2 When the Board determines that a layoff is necessary, it shall first determine the procedure in which the layoff is to occur.

- A. The school shall provide written notice to each affected employee in compliance with Chapter 279 of the Code of Iowa.
- B. The Board shall determine employees to be laid off based upon what is in the best interests of the District.
- C. The Board may also determine employees to be laid off within the classification based upon the relative skill, ability, competence, certification, qualifications, and/or experience of the employees.

- D. If all the factors outlined above are equal, employees with the least seniority within the classification shall be laid off next.

4.3 Employees shall be classified according to their assignments for purposes of seniority, into the following classifications:

Alternative Education (High School)
Art – (K-12)
At-risk (Elementary)
At-risk (Middle School & High School)
Business Education (Middle School – High School)
Family and Consumer Science (Middle School & High School)
Foreign Language (Middle School – High School)
Guidance Counselor (Elementary)
Guidance Counselor (Middle School – High School)
Health
Industrial Technology (Middle School – High School)
Instrumental Music (5-12)
Kindergarten – Six
Librarian (K-12)
Language Arts (Middle School – High School)
Mathematics (Middle School – High School)
Nurse (BSN)
Physical Education (Elementary)
Physical Education (Middle School – High School)
Science (Middle School – High School)
Social Studies (Middle School – High School)
Special Education – Early Childhood
Special Education (Elementary)
Special Education (Middle School – High School)
Talented and Gifted (K-12)
Technology Coordinator (K-12)
Title I – (including reading specialist)
Vocal Music (Elementary)
Vocal Music (Middle School – High School)
Vocational Agriculture

- A. If an employee is employed in two (2) or more classifications, that employee will not be laid off through the application of seniority except when a more senior employee in one (1) or more of the classifications has certification in the work assignment. The employee will have recall rights to that named two (2) or more classifications as well as to any separate openings in the named two (2) or more classifications.

4.4 No employee shall be asked to resign for reasons of staff reduction; however, this does not preclude the administration from discussing the possibility of staff reductions with employees.

4.5 Seniority is lost or broken in the following circumstances:

- A. If he/she quits, either by (1) notifying the Superintendent or his/her designee, or (2) remaining away from his/her assignment three (3) working days or more while not on leave without a reason satisfactory to the Superintendent.
- A. If, after a layoff out of the District, he/she fails to report to work within fifteen (15) working days (fifteen (15) week days if the period described by work days would include summer vacation) after being notified in writing at his/her last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Superintendent. Employees laid off and desiring to retain their seniority rights must keep their address known to the Superintendent.
- B. If he/she is unemployed by the School District for a period equal to his/her length of service prior to layoff or a period of two (2) years, whichever is the lesser.
- C. Duly authorized leaves do not break seniority.
- D. An employee selected for recall will be informed by the Board of her/her recall in writing. Such written notice shall specify the position to which the employee is being recalled and the date of the recall. The Notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee as shown on school records. The notice shall be considered received by the employee five (5) calendar days after posting or on the date the return receipt is signed, whichever is sooner. It is the responsibility of each employee on recall to keep the district advised of his/her current address. Within ten (10) calendar days after an employee receives a notice of recall, the employee must advise the district in writing, either hand delivered to the Superintendent or Board Secretary, and recited for or sent by certified mail, return receipt requested and received within (10) calendar days, that the employee accepts the position offered in the recall notice and that the employee will be able to commence employment on the date specified in the recall notice. The commencement of employment requirement may be extended by the Superintendent. Any and all re-employment rights granted to an employee on staff reduction shall terminate upon the employee's failure to accept a recall within the above noted ten (10) calendar days.

4.6 A list showing the names of employees who have been laid off or who have been recalled will be made available in the Superintendent's office and shall be posted in all buildings on bulletin boards. If any deviation is made from seniority, an explanation will be made upon request. There shall be no redress to the grievance procedures by an employee in connection with layoff or recall unless a grievance is presented within twenty (20) working days (twenty (20) week days if the period described by work days would include summer vacation) from actual date of layoff or recall.

4.7 A recall shall occur upon an opening occurring in a classification as to which there has been a previous layoff from which there are employees with recall rights.

- 4.8 Employees who are laid off shall have the following recall rights:
- A. Non-probationary teachers have recall rights for two (2) years from the last day of contracted service.
 - B. Recall shall be to the classification from which the employee was laid off and to such classifications to which the employee may have had displacement rights. Teachers who were teaching in two (2) or more classifications shall have recall rights to each classification.
 - C. Vacancies shall not be filled other than by recall unless there is no employee with recall rights to the vacant position. If two (2) or more teachers are on recall and could be recalled to a position, the teacher with the most District seniority will be recalled.
 - D. If two (2) or more teachers are on recall and could be recalled to the same position and have the same seniority, the teacher with the most seniority within the classification of the recall positions shall be recalled.
 - E. If a recalled employee is offered a position that is not equivalent in time (i.e., a full-time offered half-time) and refused the position, the employee does not forfeit his/her recall rights.
 - F. If two (2) or more part-time teachers are on recall and could be recalled to position and one (1) teacher was previously a full-time teacher with the District, the previously full-time teacher shall be recalled.
 - G. Should a layoff result in a situation where a part-time employee refuses to take a full-time position, the District has the right to fill the full-time position in whatever manner they deem to be in the best interest of education for the District in that a part-time more senior employee could be laid off and a less senior employee placed in the full-time position.

SECTION 5

TRANSFER PROCEDURES

- 5.1 The movement of an employee to a different classification/position shall be considered a transfer.
- A. “Classification” shall be as defined in Section 4.
 - B. “Position” shall be defined a specific assignment within a classification; e.g., Seventh Grade Language Arts is a position within the classification of Language Arts, or Fourth Grade is a position within the classification of Kindergarten-Six.

5.2 Voluntary transfers shall be processed according to the following procedure:

- A. The Superintendent shall post in all school buildings a list of the vacancies which occur during the school year and for the following year upon official knowledge of vacancies.
- B. Employees who desire a transfer may file a written statement of such desire with the Superintendent.
 - 1. Such statement shall include the specific classification/position the employee desires to be transferred to.
 - 2. Such requests for transfer for the following year shall be submitted as soon as practical and not later than June 10th for the first (1st) semester or December 1st for the second (2nd) semester.
- C. No later than July 1st, the Superintendent shall post in each school, and deliver a system-wide schedule showing the names of all employees who have been transferred and the nature of such transfer.
- D. The Superintendent shall reply in writing to an employee's written statement of desire to transfer within ten (10) days of such request.
- E. If an employee's request for transfer has been denied, a renewed or subsequent request the following school year shall be processed as described in this Section.
- F. If more than one (1) employee has applied for the same position, the determination as to which employee shall receive it shall be made by the administration.

5.3 Involuntary transfer shall be accomplished according to the following procedure:

- A. Notice of an involuntary transfer shall be given in writing to employees.
 - 1. Involuntary transfer shall be made only as the result of an unforeseen circumstance like the death of an employee or an emergency situation similar in nature, or to prevent the undue disruption of the instructional program.
 - 2. Transfers made as a result of the closing of a facility shall not be considered an involuntary transfer. The closing of a facility, which results in staff reduction, shall not be used to deviate from the provisions of Section 4.
- B. An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent, and if the employee wishes, a representative, at which time, the employee shall be given reason(s) therefore.

- C. A list of open positions/classifications in the school district shall be made available to all employees being involuntarily transferred.
 - 1. Such employees may request the positions/ classifications in order of preference, to which they desire to be transferred.
 - 2. All such employees shall be given adequate paid time off up to and including one-half (1/2) day for the purpose of visiting school(s) at which open positions/classifications exist.
 - 3. Employees being involuntarily transferred from their position/classification shall have preference over those seeking voluntary transfer in regard to choice among those positions/ classifications which are vacant.

SECTION 6

IN-SERVICE AND PROFESSIONAL REIMBURSEMENT

- 6.1 The District will provide a minimum of two (2) in-service programs. Jointly the District and teacher leadership committee(s) shall meet and recommend to the Superintendent the place and time for all programs. No in-service training shall take place after regular school hours on Friday.
 - A. Financing of in-service programs, including the transportation of faculty to in-service programs held outside of the District, shall be provided by the District.
- 6.2 The District may require employees to attend professional conferences, training seminars or sessions during the 190-day contract period. The District shall pre-approve these. The employee may incur reimbursable costs during a conference, seminar, or training session.
 - A. Meals shall be reimbursed up to \$10.00 per meal and no more than \$30.00 per day. Employees shall submit receipts of meals for reimbursement. Meals will not be reimbursed when covered by the fees of the conference, seminar, or training session.
 - B. Transportation shall be reimbursed at the rate allowed by state law. Mileage will not be reimbursed when school transportation is available nor when fees of the conference, seminar, or training session cover it.
 - C. Lodging must be pre-approved prior to departure of the trip. Employees shall submit receipts of lodging for reimbursement. Lodging will not be reimbursed when covered as part of the fees of the conference, seminar, or training session.

SECTION 7

HEALTH AND SAFETY PROVISIONS

- 7.1 The District will endeavor to maintain safe, healthy working conditions in the schools and shall remedy unsafe and unhealthy conditions, to the extent that it is financially possible, as soon as the allegedly unsafe and/or unhealthy conditions are brought to its attention.
- 7.2 The District shall furnish special protective clothing (not items of clothing which do not have special limited use such as safety shoes) and special protective devices (not devices which do not have special limited use such as safety glasses) when such protective clothing and devices are specially required by the District. The individual employee is responsible for each item of clothing and each device as set out above, and no replacement will be furnished by the District except for the return of such an item made unusable by being worn out only through the use for which it was required.

SECTION 8

HOURS AND INDIVIDUAL CONTRACT YEAR

- 8.1 New personnel may be required to attend an additional period of orientation, not to exceed two (2) days, without compensation. New employees shall be informed of the scheduled dates of said orientation when initial contracts are tendered.
- 8.2 Except as provided in this Section, employees shall not be required to perform duties outside the eight (8) hour day of service, unless he/she is specifically contracted to perform one (1) or more of the extra-curricular duties listed in the employee's individual contract and the Master Contract.
- 8.3 Employees shall be required to work on the scheduled days of service except as follows:
 - A. The employee is on leave.
 - B. The employee is excused by the District.
 - C. If on a previously scheduled day or days of work, employees are not required to work, the District may require employees to work equivalent days for which work has not previously scheduled.
- 8.4 Days of service shall not be scheduled on the following days:
 - A. The paid holidays of Labor Day, Thanksgiving, Christmas, New Year's Day and Good Friday.
 - B. The days after Thanksgiving and the days of winter break, spring break, President's Day and Memorial Day.

- C. Saturdays and Sundays of the normal contract.
- 8.5 A normal day of service, unless an employee contract specifies extracurricular duties in addition to the normal day of service, shall consist of eight (8) hours, provided, however:
- A. That twenty-two (22) minutes of said day shall be a duty-free lunch period during which the employee may leave his/her building.
 - B. That the beginning and ending of such day and the beginning and ending of such lunch period shall be specified in the work rules at each building as determined by the Principal.
 - C. That the employee day shall end on the school day preceding Thanksgiving, the school day preceding the start of Christmas Vacation and the school day preceding Good Friday and on Fridays of the normal contract year at the same time that the students are dismissed, except on the last day of the student school year.
 - D. That employees may be required to attend faculty meetings, before or after the regular work day and without additional compensation, upon the following conditions:
 - 1. Such meetings shall be scheduled to begin as soon as possible but not later than thirty (30) minutes after student dismissal time for afternoon meetings, or no earlier than 7:30 a.m. for morning meetings.
 - 2. Such a meeting shall not exceed in time beyond sixty (60) minutes from the time it was scheduled to begin.
 - 3. Such a meeting shall not be scheduled so as to conflict with the provisions of Section 10.5(C) above.
 - 4. No more than two (2) such meetings shall be held each month.
 - 5. The notice for said faculty meeting shall be given to the employees at least two (2) days prior to the meeting, except in an emergency.
 - 6. Employees' attendance at faculty meetings or that part of a meeting not in compliance with these provisions shall be voluntary. In any case the administrator shall be notified whenever an employee cannot attend any faculty meeting.
 - E. Each employee may be required to supervise at extra-curricular athletic home events under the following conditions:
 - 1. All employees covered by this Employee Handbook shall be listed on a duty roster. This duty roster will be continuous from one (1) year to another.

2. No employee shall be required to perform said duty more than a total of one (1) time during the contract year.
3. No employee shall be required to perform the duty a second time until all employees have performed the duty the first time.
4. Employees may be required to supervise such events on Monday through Saturday evenings, but not during vacation periods including the night a vacation begins.

SECTION 9

HOLIDAYS AND VACATIONS

- 9.1 All employees shall receive five (5) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, and Good Friday.
- 9.2 All employees shall receive vacation as outlined in the official District calendar.

SECTION 10

TEMPORARY LEAVES OF ABSENCE

- 10.1 An employee may receive pay for sick leave. Sick leave may be interpreted to mean personal illness (including maternity), quarantine at home, or serious illness or death in the immediate family. For the purposes of this section, "immediate family," shall include parents, children, spouse, and spouse's parents. Time not to exceed ten (10) days in any one year may be used in case of serious illness in the immediate family. Additional days may be granted for other family members not identified in this paragraph and for family members identified in this paragraph, at the Superintendent's discretion. Time off shall be charged to the employee's sick leave. The request for sick days must be submitted to the superintendent.
 - A. Each employee shall be credited a total of fifteen (15) days of current personal sick leave at the beginning of the school year. Unused sick leave may be accumulated from year to year, but said accumulated past sick leave and credited current personal sick leave shall not be more than a total of 120 days. Any employee who uses all 120 days of his/her accumulated personal sick leave in any one (1) school year shall be granted an additional fifteen (15) days of personal sick leave.
 1. Each employee shall be credited a total of fifteen (15) days or current personal sick leave at the beginning of the school year; employees employed for less than full-time shall receive the same number of days' allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract.

- B. An employee may receive, during personal illness, current and accumulated such leave days and be paid for such days on the following conditions:
 - 1. Such illness must necessitate absence from work on the day or days.
 - 2. If the Board questions the nature or length of absence of any employee, the employee may be asked to present a doctor's statement documenting the problem as much as possible.
 - 3. The employee must notify the employee's Building Principal as soon as possible as to his/her illness and the necessity for absence.
 - 4. The Board may always take any action to administer leave pursuant to the Family Medical Leave Act ("FMLA").
 - C. Employees shall be given an accounting of accumulated sick leave days.
 - D. Unless otherwise required by law, if an employee's illness is due to an accident on school property or in the line of school duty, the employee must use accumulated leave for said illness or injury, and from such leave will be deducted any lost work pay compensation received under Workmen's Compensation. The time charged against accumulated leave shall be in proportion to the amount of money required to supplement Workmen's Compensation payments.
 - E. The Board may, following an absence because of illness, accident, or hospitalization required reasonable evidence of the ability to return to work, duties, and responsibilities.
 - F. Employees who anticipate the use of sick leave will provide reasonable notice to the district.
- 10.2 At the beginning of every school year, each employee shall be credited with two (2) days paid to be used for the employee's personal leave.
- A. No more than ten (10) percent of the employees shall be absent from the District on personal leave on any one (1) day.
 - B. An employee planning to use a personal leave day or days shall notify his/her Principal and Superintendent at least three (3) days in advance, except in the case of emergency.
 - C. Said personal leave may not be used the day before or after holidays, holiday seasons, vacations or on professional development days. The Superintendent may, in his/her discretion, permit the use of said personal leave during these times for good cause.
 - D. Employees who do not return to work after taking personal days and request unpaid leave to extend their time off will forfeit the pay for the approved personal

days. The Superintendent has sole discretion to allow the prior approved personal days in this situation based on an accepted written request.

- E. Three (3) personal days may be carried over from one school year to the next with an accumulation of no more than five (5) personal days to be used in any given school year. Personal days not used or carried over will be lost.
- 10.3 An employee required to perform jury duty or required to appear in court by subpoena shall be granted leave under the following terms:
- A. The district shall pay the employee his/her normal rate of pay.
 - B. The employee will return to the District any compensation received for jury duty.
 - C. The employee shall retain any reimbursement for meals, lodging, and/or mileage. If an employee is excused from jury duty before 12:00 noon, she/he shall promptly return to work.
 - D. This paid leave will not be allowed if the teacher required to appear in court by subpoena is a party to the court action.
- 10.4 Ten (10) days shall be available for representatives of the Association to attend meetings, conferences, and conventions, including the mediation and arbitration processes of negotiations of the local, state, and national affiliated organizations. This leave may not be used for political purposes. The Association President shall notify the Building Principal and the Superintendent of members who will be using Association leave at least three (3) days in advance. This shall be non-accumulative and an annual allocation. No more than three (3) employees shall be absent from the District at any one time while on Association leave, and no one (1) employee shall be absent from the District while on Association leave for any longer than three (3) consecutive days.
- A. Five days of paid leave shall be paid by the Association.
 - B. Five days of said leave shall be with loss of pay.
- 10.5 At the beginning of every school year, each employee may be credited with one (1) paid day, non-accumulative to be used for the employee's professional leave. The employee planning to request a professional leave day shall notify his/her principal at least five (5) days in advance of his/her absence. Professional days shall be used for the purpose of:
- A. Visitation to view other instructional techniques or programs.
 - B. Conferences, workshops or seminars conducted by colleges, universities, or other educational institutions or organizations.
 - C. Professional leave shall not be construed to mean Association leave, and shall not be used for the same purpose as Association leave.
 - D. The Superintendent may grant additional professional leave and for purposes not specified above.

- 10.6 Bereavement leave shall be given to employees on the following basis:
- A. Five (5) days shall be non-accumulative and shall be deducted from the accumulated sick leave. In the case of the death of a mother, father, child, spouse, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law of the employee, the employee will be allowed five (5) days per occurrence. If needed an additional five (5) days will be allowed for the death of a mother, father, child or spouse of the employee.
 - B. The employee shall be granted one (1) day in the event of a death of a friend or relative outside the employee's immediate family as defined above.
 - C. An employee may be required to present reasonable evidence of attendance at the funeral service or visitation hours.
 - D. The employee must notify the building principal as soon as possible to the desired dates for the leave and the date of the funeral and visitation.
- 10.7 Other temporary leaves of absence with pay may be granted in writing by the Superintendent or Principal at his/her discretion.

SECTION 11

EXTENDED LEAVES OF ABSENCE

- 11.1 Paid and unpaid military leave shall be granted consistent with state and federal law.
- 11.2 A parent of newly-born infant or infants may receive an unpaid leave of absence consistent with state and federal law.
- 11.3 A leave of absence without pay of up to one (1) year may be granted to any employee, upon application for the purpose of engaging in an accredited college or university reasonably related to professional responsibilities. The employee shall retain experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave. The employee shall be given credit for advancement in training increments.
- 11.4 Other extended leaves of absence without pay may be granted in writing by the Superintendent for good reason.
- 11.5 During any unpaid leaves of absence, the employee may remain on the District's health insurance, provided this is allowed by the insurer. During such leave, the employee shall be solely responsible for all costs associated with health insurance, including paying the employee's portion of premiums and the District's portion of premiums.

SECTION 12

WAGES AND SALARIES

- 12.1 The salary of each employee covered by this Employee Handbook shall be compensated according to the rate of pay or other stipulations in the employee's individual contract(s) with the District and consistent with the Master Contract.
- A. Employees working for less than a full day will be paid on a prorated basis.
- 12.2 The District will place each employee on an appropriate step of the salary schedule outlined in the Master Contract. The determination of what step is appropriate shall be in the discretion of the Superintendent and/or designee.
- 12.3 New employees may be given credit for previous outside teaching experience in a duly accredited school upon initial employment. Credit may not exceed the actual years of teaching experience.
- 12.4 Employees on the regular salary schedule may be granted one (1) increment or vertical step on the schedule outlined in the Master Contract for each year of satisfactory service until the maximum for their educational lane is reached. Employees on an Intensive Assistance Plan or any other support plan related to their job performance will not be eligible to move a vertical step on the schedule outlined in the Master Contract.
- A. A year of service consists of employment in the Northeast District for ninety (90) consecutive teaching days or more in one (1) school year.
- 12.5 With the exception of other rates or amounts of pay specifically outlined in this Employee Handbook or in the Master Contract, when an employee performs non-contracted duties outside the eight (8) hour work day, the employee shall be compensated at \$25.00 per hour, or as otherwise set by the District.
- 12.6 The salary schedule outlined in the Master Contract is based upon a one hundred ninety (190) day contract year. An employee who is offered and who accepts a contract which is unilaterally extended beyond the one hundred ninety (190) days by the Board, shall be additionally compensated at a per diem rate of his/her salary.
- A. An employee's per diem salary shall be $1/190^{\text{th}}$ of his/her index salary as determined by the District. Whenever an employee is docked ($1/190^{\text{th}}$) of his/her pay, the amount shall be $1/190^{\text{th}}$ of his/her index salary as determined by the District. When an employee is docked during a day of extra duty service, he/she shall be docked the proportionate amount of pay for that extra duty.
- B. Volunteers or assigned employees shall be paid at the same rate as a substitute per class period.

- 12.7 The extra-curricular activities listed in Appendix B of the Master Contract are official school sponsored activities.
- A. Employee participation in extra-curricular activities which extend beyond the contracted work day shall be compensated according to the rates of pay listed in Appendix B of the Master Contract.
 - B. Supplemental Longevity of thirty dollars (\$30.00) per one percent (.01) after five (5) years (starts sixth 6th year).
- 12.8 The District will provide a breakdown of supplementary items in paychecks.
- 12.9 An employee who has been credited with 120 unused sick days will be compensated at a rate of \$20.00 for any unused sick days after 120 days. Such reimbursement will be made in the last paycheck of the school year.
- 12.10 The TSS generator base will be adjusted annually to distribute ninety-five percent (95%) of the funds determined by the Aid & Levy Worksheet. The TSS generator base will be re-evaluated annually and will follow the current TSS distribution process. The remaining funds will be added to the next years' allocation and redistributed the next year.

SECTION 13

PROFESSIONAL TRAINING AND ADVANCEMENT

- 13.1 The district may credit an employee on the salary schedule outlined in the Master Contract for certain educational endeavors based upon the terms and conditions that follow:
- A. To be eligible for such crediting:
 - 1. An employee must notify the Superintendent in writing and provide a complete transcript by September 1st to receive, for actual course work under the conditions hereafter stipulated, any crediting for repositioning upon the salary schedule.
 - 2. An employee may also notify the Superintendent in writing at any time, including in advance of any course work, as to his/her intended course(s) or academic program to receive advance provisional determination of such courses or programs for eligibility crediting.
 - 3. The District may, within ten (10) calendar days of receiving such notice require in writing that the employee produce reasonable, specified evidence as to the nature of the program or course(s). The employee shall have ten (10) calendar days from the date of receiving the request, to produce such evidence. The employee may, in writing, submit arguments and statements as to why the course(s) or program should be approved.

4. Within ten (10) days of the receipt of the evidence and statement, the District shall decide whether the course(s) and program should be credited or provisionally determined to be eligible for crediting on the following basis:
 - A. The course(s) or program taken as a whole, must be related to the employee's assignment and designed so as to improve his/her performance in said assignment.
 - B. The course(s) or program must be offered at an accredited college or university.
 - C. The course(s) or program must be completed by the employee with the employee receiving a grade of B (3.0 on a 4.0 scale) or its equivalent including, on a pass-fail course(s) or program. Pass as to any course, provided, however, that if the employee is enrolled in a program, the average equivalent to said B shall be sufficient.
 - D. In instances where an employee is taking course-work pursuant to a program, such course-work shall be credited or deemed eligible as it occurs if the program is approved as a whole.
- B. Courses shall be credited according to semester hours, if and as the course is so designate or as follows in the described circumstances:
 1. If the course "hour" is other than a semester hour, such hours shall be converted into semester hours according to the hour conversion system in use at the college or university offering the course, and only such semester hours shall be credited.
 2. If the course bears no credit hour designation or if the college or university has no conversion system or credit hour, the employee shall be responsible for presenting from an appropriate transcript of the university or college what to his/her belief would be an appropriate credit hour and/or conversion system.
- C. Movement from one (1) educational lane of the salary schedule to another due to additional course work shall take place when the individual contract is renewed or on September 1st, if the employee has provided advance notice of probable lane movement by July 1st of that year.
 1. Movement shall not take place unless a complete transcript is on file by September 1st. In the event the college or university is unable to forward an official transcript, a copy of the grade report will suffice until a transcript is received.

SECTION 14

PAYROLL DEDUCTIONS

- 14.1 Appropriate deductions will be made for all taxes and the Iowa Public Employment Retirement System.
- 14.2 Deductions for payment of the following kinds may be made from the salaries of employees upon the following conditions:
- A. Annuity payments or payments for other insurance may be deducted upon a written and signed authorization for such deductions, specifying the amount and number of deductions on file with the Secretary of the Board, specifying to whom said deducted payment should be paid, along with any policy number, address, or necessary form or information for such payment. An employee may terminate such authorization at any time by a written and signed notice filed with said secretary.
 - B. Payments for charitable donations may be deducted upon a written and signed authorization filed with the Secretary of the Board specifying the amount and number of deductions, the names and the address of the charity to which said payments shall be made. The employee may terminate such authorization at any time by a written and signed notice filed with said Secretary. The District will not be responsible for securing for such charity proof of its tax-deductible nature.

SECTION 15

INSURANCE PROGRAM

- 15.1 All employees regularly scheduled for thirty (30) hours or more of service during a five (5) day work week shall be eligible for the following:
- A. Each employee and his/her immediate family members shall be covered by a Health and Major Medical Policy.
 - 1. The District shall assume the full cost of premiums for single coverage for employees. The District shall provide family health insurance to full time employees requesting family health insurance. The employee will pay **\$150.00** per month toward the cost of family insurance through payroll deductions.
 - 2. The District shall provide a health and major medical plan with equivalent coverage of the Blue Cross/Blue Shield of Iowa Co-Pay 1000 plan with Alliance-Select. Employees may elect to purchase the Co-Pay 500 plan

and shall pay the additional premium required for that plan through payroll deduction. Employees may elect to purchase the Minimum Value plan, and the District shall pay the premium for the plan and pay the difference between the Minimum Value plan premium and the Co-Pay 1000 plan premium to the employee as cash less all appropriate withholdings and the District's portion of FICA and IPERS.

- B. Each employee shall be covered by long term disability insurance. Employees shall participate in and pay the full cost of long term disability insurance by payroll deduction.
 - C. All eligible employees shall be covered by a school-financed term life insurance policy. The District shall pay the full cost of a \$26,000 term life insurance policy for each eligible employee under the group policy.
 - D. Employees driving students by District authorization in their own cars for District sponsored activities shall be covered with the District's liability insurance.
 - E. An employee on an unpaid leave of absence may remain on the District's health/major medical insurance plan if they agree to make the payments for the plan (family or single) they are on.
- 15.2 The Board-provided insurance programs shall be for twelve (12) consecutive months, beginning July 1st and ending June 30th. Employees new to the District shall be covered by Board-provided insurance no later than one (1) month following the initial day of service, unless the insurance agreement stipulates coverage at an earlier date.
- 15.3 The Board shall provide each employee with a description of the insurance coverage provided herein with ten (10) days of the beginning of the school year, or date of employment.
- 15.4 The technical, notification, claim, and other procedures or restrictions of this plan, carrier, and successor plan or successor carrier shall be deemed controlling notwithstanding any provisions of this Employee Handbook.

APPENDIX A
GRIEVANCE REPORT FORM

No. _____

_____ Date Filed

_____ School District

_____ Building

_____ Name of Aggrieved Employee

Distribution of Form:

- a. Employee
- b. Appropriate Supervisor
- c. Superintendent

Step 1 Informal discussion between Grievant and Building Principal

A. Date held _____

Step 2

A. Date Violation Occurred _____

B. Section(s) of Contract Allegedly
Violated _____

C. Statement of
Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature

Date

Step 3

A.

Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or his/her Designee

Signature of Superintendent or His/Her Designee

Date