# GLENWOOD COMMUNITY SCHOOL DISTRICT

# **CERTIFIED STAFF MANUAL**

FOR THE 2021-2022 SCHOOL YEAR

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#### **SECTION 1: INTRODUCTION**

The Glenwood Community School District ("District") states that providing a quality education for the students of the District is its desire and mission.

# A. Applicability

This Certified Staff Manual shall apply to all teachers, counselors, librarians, nurses, and all others employed in a professional capacity, except it does not apply to the superintendent, principals, non-professional employees, or any substitute employees.

#### B. Effect of Certified Staff Manual

This Certified Staff Manual is not intended to imply any contract of employment or any contractual rights. This Certified Staff Manual does not represent a contractual obligation on the part of the Glenwood Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Certified Staff Manual shall be maintained solely by the District. The Board of Directors of the Glenwood Community School District and/or the District's administration has the ability to interpret and imply provisions of the Certified Staff Manual.

#### C. Effective Dates

This Certified Staff Manual shall be effective upon being approved or accepted by the Board of Directors of the Glenwood 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 Certified Staff Manual.

#### D. Savings Clause

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

#### E. Definitions

- The term "Board", as used in this manual, shall mean the Board of Education
  of the Glenwood Community School District or its duly authorized
  representatives.
- 2. The term "District", as used in this manual, shall mean the Glenwood Community School District.
- 3. The term "employee", as used in this manual, shall mean all teachers, counselors, librarians, nurses, and all others employed in a professional capacity. The term shall not mean the superintendent, principals, non-professional employees, or any substitute employees.

#### **SECTION 2: WAGES AND SALARIES**

Employee wages and salaries shall be as outlined in each employee's individual contract(s) with the District and consistent with the salary outlined in the combined salary schedule.

#### A. Schedule

- 1. The salary of each employee covered by a combined salary schedule with a base of prior year salary, plus the negotiated increment increase, and a supplemental salary base of \$5,946 is set forth in Schedule 1. A copy of Schedule 1 is attached hereto and made a part thereof.
- 2. Increment increases will be determined through negotiations with the GEA each year.
- 3. The District will continue to distribute the actual teacher salary supplement funding received equally among eligible employees minus the District's cost for IPERS and FICA.

# B. Placement on Salary Schedule

- Adjustment to Salary Schedule
   Each employee shall be placed in his/her proper lane of the salary schedule.
- Credit for Experience
   Credit up to ten (10) years shall be given for previous outside teaching
   experience in a duly accredited school upon initial employment. Credit for
   experience beyond ten (10) years may be granted at the discretion of the District.
- 3. Placement of School Nurses
  School nurse without a BA degree will be paid at 80% of the corresponding BA lane and experience.

# C. Advancement on Salary Schedule

1. Educational Lanes

Employees on the regular salary schedule are eligible to move from one educational lane to a higher educational lane. For an employee to advance to a higher lane, graduate hours beyond the B.A. must be in the assigned teaching field of the staff member or lead to an approved Masters' Degree or other advanced Degree approved by the Superintendent or his/her designee prior to enrollment in said career work. The employee must submit proof of such credits no later than thirty (30) calendar days after the beginning of each semester, and pay adjustments shall be retroactive to the beginning of the same semester. Three (3) semester hours of undergraduate credit may be used for advancement on the salary schedule with prior approval from the Superintendent or his/her designee. Such undergraduate credit shall be limited to movement to the B.A. 12 and B.A. 24 lanes.

If the employee elects to be compensated by the District through "seat time" for attendance at a conference/training outside of the contract year that is requested by the District, and the conference/training offers graduate credit that the employee elects to take, the employee cannot utilize the graduate credit earned in the conference/training toward educational lane advancement on the salary schedule. If the employee elects to not be compensated by the District through "seat time" for attendance at a conference/training outside of the contract year that is requested by the District, the employee can utilize the graduate credit earned in the conference/training toward educational lane advancement on the salary schedule.

# D. Method of Payment

 Each employee shall be paid in twelve (12) equal installments on the 25th day of each month. Employees shall receive their checks at their regular building on regular school days or through direct deposit.

# 2. Exceptions

- a. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- b. Employees who are new in the teaching profession may, at their option, elect to receive up to fifty percent (50%) of the first salary installment after the completion of the first ten (10) work days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.
- Summer Checks
   Summer checks shall be mailed to the address designated by the employee.

# E. Extra Professional Services

Employees may be required to report before or remain after the regular workday, for the purpose of attending faculty or other administratively called meetings not to exceed eleven (11) meetings per year. Such meetings shall not extend the work day beyond nine (9) consecutive hours. No employee shall be required to attend meetings both before and after the same regular work day unless a meeting is continued from the morning to the afternoon. In which case such a continuation will be considered one meeting.

When an employee is requested to be present before or after the regular work day or on regular non-work days to attend committee meetings and other school-related activities and the employee agrees to do so, he/she shall be compensated at the rate of \$25 per hour for the contract year and \$35 per hour for summer work.

#### F. Extended Year Contract Rate

The salary schedule is based upon a one hundred ninety (190) day work year. Any employee who is offered and accepts an assignment beyond the one hundred ninety (190) days shall be compensated at a per diem rate of his/her contracted salary on the combined salary schedule minus the teacher salary supplemental money on that step.

This section does not apply to the three (3) additional days as required of teachers new to the District.

#### G. Work Year

The number of days in the work year shall be determined by the District. For the 2021-2022 school year, the salary schedule is based upon one hundred ninety (190) days. The work year for all teachers who are in their first year of teaching in the District shall be a one hundred ninety-three (193) days, which may be used for in-service or training.

# H. Distribution of Teacher Salary Supplement Funding

The Teacher Salary Supplement Funding that the District receives will be distributed in twelve (12) equal amounts to eligible employees, beginning in September and continuing through the following August. If the District is notified in a given year that the Teachers Salary Supplement Funding will not be received or will be delayed, then the parties will meet to discuss the circumstance. The Teacher Salary Supplement Funding will also cover District costs for IPERS and FICA.

#### **SECTION 3: SUPPLEMENTAL PAY**

#### A. Extra-Curricular Activities

#### 1. Approved Activities

The District agrees that the Labor Management Committee will meet to review the schedule and duties of extra- curricular activities. The District agrees that the extra-curricular activities listed in Schedule 3 are official school sponsored activities covered by school insurance.

# 2. Rates of Pay

Upon initial employment, employee participation in extracurricular activities which extend beyond the contracted work day shall be voluntary. Employees shall be compensated at the rate of \$285 per unit.

#### 3. School Sponsored Events

Employees will be required to attend/or work three (3) school sponsored events. For the purpose of working or paying, the Activities Director will classify these events as follows: ½ event, 1 event or 2 events. An event that is up to 60 minutes will be considered a half event. One event shall be equivalent up to 2.5 hours. For more than three (3) school sponsored events, employees shall be paid twenty dollars (\$20.00) per event.

# B. Expenses of Traveling Employees

An allowance equal to the maximum allowed by state law shall be given for use of personal cars for field trips or other business of the District. The District shall provide adequate liability insurance protection for employees when their personal automobiles are used as provided in this section.

#### **SECTION 4: INSURANCE**

# A. Types

The District agrees to provide all employees insurance protection for twelve (12) consecutive months.

#### 1. Health and Major Medical

The District agrees to pay the monthly cost of the single premium, less \$1.00 per month per insured employee, for each employee's health and major medical insurance, and seven hundred dollars (\$700) monthly toward the cost of dependent coverage.

Employees who do not elect a family policy will receive one hundred seventy-five dollars (\$175) monthly in additional salary in lieu of dependent coverage. Effective July 1, 2005, new employees will not be eligible for additional monthly salary in lieu of dependent coverage. Employees who received additional monthly salary in lieu of dependent coverage prior to June 30, 2005, will continue to be eligible for it.

Upon proof of coverage, a married employee who is provided coverage under a comprehensive group medical plan shall receive up to a maximum of three hundred five dollars (\$305) in additional monthly salary, and up to a maximum of one hundred seventy-five dollars (\$175) in additional salary in lieu of dependent coverage. Effective July 1, 2005, new employees will not be eligible for additional salary in lieu of dependent coverage.

#### 2. Life

Each employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of twenty thousand dollars (\$20,000.00), double for accidental death.

#### Disability

Each employee shall be covered by a long-term disability insurance program paid for by the District that provides coverage equal to the current plan.

#### 4. Workers' Compensation

Each employee shall be covered by worker's compensation paid for by the District. Absence due to injury incurred in the course of the employee's employment may be charged against the employee's sick leave days. If the employee elects to have the absence charged against the employee's sick leave days, the District shall pay to such employee the difference between his/her salary and benefits received under worker's compensation and the employee's regular pay for the duration of such absence, and all fringe benefits shall continue to remain in effect.

#### Dental

Each employee shall be covered by a dental insurance plan paid for by the District that meets the specifications of the current plan. A married employee who is provided coverage under a spouse's dental plan, shall have the option of having the cost of the single premium in additional salary in lieu of coverage.

# 6. Optical

Each employee shall be covered by a vision care program paid for by the District that meets the specifications of the current plan.

# 7. School Liability

All employees shall be covered by a school financed liability insurance plan covering job-related performance of duties.

8. Employees shall have the option of having their monthly medical and/or dental premiums deducted before or deducted after the withholding of payroll taxes.

The desired option will remain locked in for 12 months. The end of the open enrollment period in May will be the deadline for notifying the Board of Education secretary in writing which option the employee chooses.

# B. Coverage

The District-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 - June 30 of the current fiscal year. Employees new to the District shall be covered by District-provided insurances effective the first day of the month following initial employment.

# C. Description

The District shall provide each employee a copy of a description of its insurance program.

#### D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year, unless the employee is terminated prior to the end of the school year.

Employees on paid leave shall continue to have District contributions made according to the level described above.

#### **SECTION 5: SICK LEAVE**

#### A. Accumulation of Benefits

All employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year to a maximum of one hundred ten (110) days.

#### B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 25th of each school year.

#### C. Extended Leave

An employee who is unable to work because of personal illness, or disability compensable under the Social Security or Iowa Workers' Compensation laws, and who has exhausted all sick leave available, shall, with the Superintendent's approval, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The employee shall have the opportunity to continue all fringe benefits at the expense of the employee.

#### D. Medical Appointments

Employees shall strive to schedule medical appointments outside of work hours. If an employee cannot schedule medical appointments outside of work hours, then sick leave may be used for these appointments in quarter day, half day, or full day segments. Whenever an employee uses sick leave for a medical appointment, he/she must submit written verification signed by his/her physician directly to the FMLA coordinator at the Central Office. An employee may not use sick leave for a medical appointment on a professional development day. Exceptions to this prohibition on use of sick leave for medical appointment on a professional development day shall be handled as good cause leave.

E. The District shall, in each instance, require such reasonable evidence as the District may desire to confirm the necessity for an employee's use of sick leave. Generally, an employee will be required to provide a doctor's note to the Central Office when an employee has been absent from work for three consecutive days. However, the District may require information regarding an employee's absences of less than three consecutive work days in its discretion based upon the circumstances.

#### **SECTION 6: TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

#### A. Personal

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Personal leave days may be accumulated to a maximum total of four (4) days. At the beginning of every school year, each employee serving the district for twenty (20) years or more shall be credited with one (1) additional day to be used for the employee's personal business. This additional day shall be used within the school year and is not subject to compensation or accumulation on a year-to-year basis if the day is not used by the employee within the year in which it is credited to the employee. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least three (3) days in advance, except in cases of emergency. The employee shall not be required to explain the reason for the use of personal leave day.

Personal leave may not be used on the date immediately preceding or following Thanksgiving vacation, or Winter vacation or on in-service or on parent/teacher conference days. Ten percent (10%) of the certified staff per building will be allowed to take personal leave on any one day, except during the first week of the school year, last two weeks of the school year, or around a holiday, when only five percent (5%) of the certified staff per building will be allowed to take personal leave on any one day.

Any employee who uses no paid leave (sick, personal, etc.), or has usage as stated in the chart below, excluding professional, jury, bereavement, or Association leave will be paid as follows:

2 days = \$150 3 days = \$100

# B. Jury and Legal

Any employee required to perform jury duty during school hours, or required by subpoena to appear and testify in any judicial proceeding, shall be granted time off with pay (minus any jury or witness fees) for such purposes.

Any employee required by random selection from voter registration lists to serve as a poll worker or election official by city or county officials shall be granted time off with pay (minus any earnings from such duties) for such purposes.

Employees released from jury duty either temporarily or permanently or who have finished their service as a witness shall be required to report promptly to his/her supervisor and complete any remaining hours of his/her work day if required.

#### C. Association

Up to a total of four (4) days with pay and two (2) days with sub-dock per year will be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organization. Notice shall be given to the employee's principal at least three (3) days in advance, except in cases of emergency. No more than two (2) employees may be absent from any one building on the same day. This leave shall not be used for political purposes.

#### D. Professional

Employees shall be permitted to attend professional meetings or workshops upon prior application to and approval by the respective administrator and Director of Curriculum. The District shall reimburse the employee for any fees, mileage, meals, or motel/hotel expenses, according to the District's Procedure Manual.

#### E. Bereavement

Employees covered by this Employee Handbook shall be granted leave of absence up to five (5) days per occurrence at full pay for the purpose of attending the funeral of a member of their family as follows: spouse, child, parent, step-parent, step child, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandparent-in-law, step-grandparent, grandchild, and foster child, aunt, uncle, niece, nephew and to a maximum of one (1) day per year for the funeral of one (1) person not identified above.

#### F. Family Illness Leave

At the beginning of every school year each employee will be credited with five (5) family illness leave days. Such family illness days shall be accumulated to a total of eight (8) days. Family illness leave shall be defined for a parent, parent-in-law, step-parent, child, step-child, spouse, sibling, daughter-in-law, son-in-law, grandparent, grandchild, or a minor who is a permanent resident in the employee's home as leave which an employee shall receive without loss of compensation due to illness, medically related disability, injury, and/or surgery. Whenever an employee uses family illness leave for a medical appointment, he/she must submit written verification signed by his/her physician directly to the FMLA coordinator at Central Office.

#### G. Parental Leave

A leave of absence shall be granted, upon approval of the Superintendent, to an employee in the event of his/her adoption or birth of a child. The employee shall notify the principal as soon as possible before the adoption or birth that such leave is requested. Paid parental leave must be taken within three (3) days of the adoption or birth of the child or children. Paid parental leave shall not exceed ten (10) days per employee.

#### H. Good Cause

Other temporary leaves of absence with or without pay shall be granted for good reason upon the approval of the Superintendent. The Superintendent's denial of a good cause leave request shall be non-grievable.

#### **SECTION 7: EXTENDED LEAVES OF ABSENCE**

#### A. Association

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall maintain but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the leave period. An employee on leave will be required to provide payment to the District for the full amount of his/her insurance premiums during the leave period.

#### B. Military

Leaves of absence for active state or federal military service shall be governed by the provisions of federal and state law.

#### C. Public Office

A leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, for the purpose of serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the leave period. An employee on leave will be required to provide payment to the District for the full amount of his/her insurance premiums during the leave period.

#### D. Family Illness

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family, upon the approval of the Superintendent. Additional leave may be granted at the discretion of the Board.

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993. This inclusion shall in no way reduce or adversely impact any other provisions of this document.

# E. Educational Improvement

A leave of absence without pay for up to one (1) year shall be granted to any employee, upon the approval of the Superintendent, for the purpose of engaging in study at an accredited college or university. Upon return from such leave, the employee shall be placed in the appropriate lane on the salary schedule and shall maintain; but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the leave period. An employee on leave will be required to provide payment to the District for the full amount of his/her insurance premiums during the leave period.

#### F. Outside Teaching

A leave of absence without pay shall be granted, upon the approval of the Superintendent, for up to two (2) years for an employee who joins VISTA, or the National Teacher Corps, or who serves in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain; but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the leave period. An employee on leave will be required to provide payment to the District for the full amount of his/her insurance premiums during the leave period.

#### **SECTION 8: HOLIDAYS**

All employees covered by this Certified Staff Manual shall be entitled to the following six (6) paid holidays:

- 1. Labor Day
- 2. Thanksgiving Day
- 3. December 25
- 4. New Year's Day
- 5. President's Day
- 6. Memorial Day

No employee shall be required to perform duties on any of the above holidays.

# **SECTION 9: VACATIONS**

All employees covered by this Certified Staff Manual shall receive the unpaid vacation periods during the following times, with the specific dates to be determined by the District calendar:

- A. Thanksgiving vacation;
- B. Winter vacation; and
- C. Spring vacation.

#### **SECTION 10: EMPLOYEE HOURS**

#### A. Workday

The employee workday shall be eight (8) hours in length, except on Fridays and days preceding holidays and vacation periods when the workday shall end at the close of the students' day, unless the Superintendent has notified employees in advance of an alternative dismissal schedule on these days, or as otherwise determined by or directed by the District. Employees' responsibilities during the workday will be designated by the building administrator. Employees shall be notified of their approximate workday time for the coming school year by August 1. During periods of inclement weather, as designated by the Superintendent, the employees' day shall correspond to the student day.

Virtual Online Attendance Center

Working Hours:

The employee will work a continuous 8 hours between the hours of 7:30 a.m. and 7:30 p.m. to address the needs of families to have live sessions when the Parent(s) can assist the instructor.

# B. Duty-Free Lunch

There shall be a paid duty-free lunch period of at least twenty-five (25) consecutive minutes during the work day. Employees may leave the building during their duty-free lunch provided that they sign "in" and "out" before leaving for and after returning from lunch.

#### C. Work Week

The work week will include the days of Monday through Friday but exclude the days of Saturday and Sunday (except for District functions that are communicated to affected staff during the first 30 days of school).

#### D. Workday-Extensions

Employees shall attend no more than four (4) evening meetings per contract year for the purpose of conducting parent teacher conferences. Employees will be provided conference preparation time the Wednesday prior to conferences in the amount of one hour per day of conferences. Employees who work conferences will have their time spent in conferences counted toward total required hours/days of service, as outlined in the school calendar for hours posted for conferences.

#### E. Preparation Time

Employees at the elementary and secondary levels shall be provided time for preparation in an amount that is equivalent to one (1) period of the day by building..

Such preparation time will be with full pay. Such time shall be in addition to the employee's duty free lunch time.

#### F. Variance-Arrival and Dismissal

Employees covered by this Certified Staff Manual may have later arrival times or earlier departure times for personal reasons on an individual basis when approved in advance by the appropriate school administrator(s). This Section shall not be grievable.

#### **SECTION 11: STAFF REDUCTION PROCEDURES**

#### A. Procedures

- 1. In the event that the Board determines that it is necessary to have a reduction in staff, it shall first attempt to accomplish reduction through attrition.
- 2. Reductions will be made within the following categories:
  - a. Preschool-6
  - b. 7-12 (within curricular areas)
- 3. Reductions within categories shall be on the basis of instructional certification, education, qualifications, experience, seniority, and performance evaluations, and the best interests of the District. Any reductions will be looked at with a totality of relevant factors.

#### B. Application of Seniority

Seniority Determination
 Seniority shall be District wide and shall be computed from the employee's last date of hire in the District. Employees who work more than half-time shall

receive full seniority. Employees who work half-time or less shall receive prorated seniority accumulation. If two (2) or more employees have the same seniority date, the relative order of seniority among them shall be determined by drawing lots.

2. Seniority List

Before October 1st of each school year, the Board shall provide the employees covered by this Employee Handbook with a seniority list for all employees.

#### C. Recall

- 1. If there is a vacancy, laid off employees will be recalled based upon instructional certification, education, qualifications, experience, seniority, performance evaluations, and the best interests of the District
- 2. Notice of recall will be given by registered mail to the last address given to the Board by the employee. If an employee fails to respond within ten (10) days after receipt of the above notice of recall by registered mail, the employee will be deemed to have refused the position offered.
- 3. An employee who is laid off will remain on the recall list for twelve (12) months from his/her last contract day, (i.e. August 31) unless waived in writing by the employee.

#### D. Benefits

All benefits to which an employee was entitled at the time of layoff will be restored to the employee upon the employee's return to active employment, and the employee shall be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

#### **SECTION 12: HEALTH AND SAFETY PROVISIONS**

#### A. Physical Fitness

The employer shall pay up to twenty dollars (\$20.00) toward the cost of the state required physical examination. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

The Board shall pay the cost of a tuberculosis examination and any further physical examination required as a result of said examination.

## B. Medication and Medical Functions

No employee shall be required by the employer to dispense or administer medication or perform any other medical function except for school nurses as provided for in lowa law.

#### C. Unsafe and Hazardous Conditions

The District will comply with all Occupational Health and Safety laws and regulations.

#### D. Employee Personal Property Loss Reimbursement

The Board recognizes the right of employees, within the law, to defend themselves or students when the safety of either or both is threatened. If an employee's personal property is damaged during an incident with a student, the district may replace the personal property with similar or like items up to a maximum of \$50 per incident and \$100 per fiscal year, provided the employee provides adequate evidence to substantiate the loss. Claims over \$100 will be reviewable on a case by case basis. The superintendent and/or designee shall have sole discretion to determine whether to provide reimbursement and in what amount to provide reimbursement, and this decision shall be non-grievable.

The District will provide adequate supervision for all scheduled activities, rehearsals, and/or practices.

#### **SECTION 13: PROFESSIONAL GROWTH AND EVALUATION SYSTEM**

#### A. Notification

The District will, within twenty (20) days after the start of the school year, identify to each employee, the supervisory individual who will be responsible for preparing that employee's written evaluation on each evaluation instrument. The supervisor shall notify the employee of the evaluation procedures and discuss with the employee the criteria that will be used in the evaluation as set forth in the evaluation instrument. No formal evaluation shall take place until such orientation has been completed.

# B. Non-Tenured Employees

All non-tenured employees will use the Tier I process outlined in the Professional Growth System. The probationary period will be determined by law.

# C. Tenured Employees

Tenured employees will utilize the Tier II process outlined in the Professional Growth System.

#### D. Formal Evaluation Procedures

Formal evaluation procedures will be used as outlined in the Professional Growth and Evaluation System which is developed by teachers and administrators.

# E. Copy

A copy of each written Summative Assessment Report Form or Professional Growth Path Summary shall be given to the employee within five (5) school days following the observation or assessment meeting with the supervisor. A copy signed does not necessarily mean agreement with the evaluation, but rather awareness of the content.

# F. Responses

If the employee disagrees with his/her formal written evaluation, 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. This written statement of disagreement shall be submitted within five (5) school days of receipt of the written evaluation. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

#### G. Remediation

The conference between the employee and the evaluator shall be held within five (5) days of the evaluation. The evaluator shall identify all of the alleged deficiencies of the employee, and shall provide the employee with a plan of remediation and the date for re-evaluation. Final responsibility for remediation lies with the employee.

#### H. Accuracy

All employee evaluations shall be fair and accurate. The fairness and accuracy of the evaluation shall be non-grievable, however, if there is a termination proceeding then the fairness and accuracy of the evaluation(s) may be argued before the Board of Directors and on Appeal if one is pursued under Chapter 279.

#### I. Evaluation File

Each employee shall have only one official evaluation file to be maintained in the Central Office and accessible by the superintendent and/or designee. This file will contain all documents and information that deals with said employee's evaluation. Only information from this file can be used in the evaluation of the employee.

Each employee shall have the right to review and copy, at District expense, all evaluation documents contained in the employee's evaluation file.

#### J. Criticism

Complaints and criticism directed toward an employee which are placed in the employee's evaluation file shall be called to the employee's attention at least five (5) school days prior to the time said complaints are placed in the file. The employee shall have the right to respond in writing and to have such written response placed in his/her evaluation file. Such responses must be filed within five (5) school days of the date the complaint was called to the employee's attention.

It is mutually agreed that, excluding unique and extreme circumstances, serious conflicts that involve teachers and administrators be addressed and resolved in a private setting.

#### **SECTION 14: VOLUNTARY TRANSFERS**

#### A. Definition

- 1. The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer.
- 2. A vacancy occurs when a position becomes available through written resignation, death, creation of a new position, termination or transfer, and the Board makes the determination to fill the position.

#### B. Notification of Vacancies

1. Date

The Superintendent shall post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

If said vacancies occur during the summer break, the Superintendent shall inform the employees covered by this Employee Handbook. Employees will have seven (7) days from the date of the communication to respond in order to be considered for the vacancy.

# 2. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference.

# C. Procedure

Employees desiring a transfer to a different building, subject area, or grade level for the following school year may submit written requests to the Superintendent in January of the preceding year. Any qualified employee who requests a transfer will be given an opportunity to interview for the position along with other candidates. The disposition of such requests will be made on the basis of governed by the employee's instructional certification, education, qualifications, experience, seniority, performance evaluations, and the best interests of the District. The District is not required to interview any more than five (5) employee candidates.

Employees who do not receive a requested transfer shall be notified in writing and are entitled to a meeting with the administrator in charge of the selection to discuss their application.

D. In the event that a position becomes vacant, this Section will be applied to fill the vacancy before application of Section 15 of this Employee Handbook except in the case of an emergency where an employee quits, dies or becomes unavailable to fill the previously assigned position; when there is a need to balance class sizes within a building; or when doing such is in the best interests of the District.

#### **SECTION 15: INVOLUNTARY TRANSFERS**

A. Involuntary transfers of employees may be made by the District in order to provide for the efficient operation of the school system and to meet program and/or instructional requirements or when there is a need to balance class sizes within a building.

#### B. <u>Definition</u>

- 1. The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer.
- 2. A vacancy occurs when a position becomes available through written resignation, death, creation of a new position, termination, or transfer and the Board makes the determination to fill the position.

# C. Notice

Notice of involuntary transfer or reassignment shall be given in writing to the affected employee as soon as practical and in no case later than July 15 except in the case of an emergency where an employee quits, dies or becomes unavailable to fill the previously assigned position.

# D. <u>Meeting</u>

Employees who are involuntarily transferred will be notified of the reason(s) therefore, and at the employees request shall be entitled to a meeting with his/her immediate supervisor to discuss such reasons.

This meeting must be requested in writing by the employee within 5 days of the employee receiving notification of the transfer.

#### **SECTION 16: INSERVICE TRAINING**

#### A. Human Relations Credit

Credit for completion of the Human Relations course, when taken for academic credit from an accredited four-year college or university, shall apply for appropriate advancement on the salary schedule upon notice to the Superintendent.

#### **SECTION 17: GRIEVANCE PROCEDURE**

#### A. Definitions

1. Grievance

A "grievance" shall mean a claim by a grievant that a dispute or disagreement of

any kind exists involving the interpretation or application of the terms of this Employee Handbook.

#### 2. Grievant

A "grievant" shall mean an employee or group of employees filing a grievance.

# 3. Days

"Days" shall mean employee work days.

# B. Right to Representation

- 1. The failure of an employee to act on any grievance within the prescribed timelines will act as a bar to any further appeal. An administrator's failure to give a decision within the timelines shall permit the grievant to proceed to the next step. The timelines may be extended by mutual agreement.
- 2. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at Step 2.

# C. Individual Rights

- 1. A grievant may be represented beginning at Step 1 of the grievance procedure by himself/herself, or at his/her option, by an Association representative.
- It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of pupil/teacher contact time.

# D. Procedure

Step 1 The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) days following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within five (5) days after the meeting. Such an answer shall include the reasons upon which the decision was based.

Step 2 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant, to take place within five (5) school days of his/her receipt of the appeal. The parties shall have the right to include in the hearing such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision, to the grievant.

Step 3 If the grievant is not satisfied with the disposition of this grievance at the Superintendent level, the decision may be appealed within fifteen (15) days, to the Board. The Board may elect to have an informal hearing related to the grievance, or may issue a response to the grievance without an informal hearing. The decision by the Board shall be final and binding.

# E. Miscellaneous

- 1. End of Year Grievance: In the event that a grievance is filed at such a time that it cannot be processed through all steps in the grievance procedure by the end of the school year, then the time limit set forth can be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of thirty (30) calendar days thereafter, unless mutually extended.
- 2. No Reprisals: The employer shall not discriminate nor take any action against an employee nor any employee wage benefit or advancement because the employee has filed, caused to be filed, or testified in a grievance proceeding.
- 3. Separate Grievance File: All grievances, responses to grievances, grievance awards, and references to grievances shall be kept in a separate grievance file.

SCHEDULE 1 SALARY SCHEDULE 2021-2022

Can be found in the Master Contract

# SCHEDULE 2 SUPPLEMENTAL PAY SCHEDULE 2021-2022

**Can be found in the Master Contract** 

# **SCHEDULE 3**

# GRIEVANCE PROCEDURE REPORT FORM GRIEVANCE REPORT

		# .		
		-	Date Filed	
Glen	wood Community School District	<u>Di</u>	stribution of Form	
	Building		Employee	
			Appro. Supervisor Superintendent	
Name	e of Aggrieved Person			
LEVE	EL I			
A.	Date Violation Occurred			
B.	Section(s) of Employee Handbook Violated* _			
C.	State of Grievance*			_
D.	Relief Sought*			_
	Signature	D	ate	
E.	Disposition of Principal or Immediate Supervis	or		
	Signature of Principal or Immediate Supervisor	_	Date	

	Date Received by Superintendent			
Disposition by Superintendent or His/Her Designee*				
Signature of Superintendent or His/Her Designee	 Date			
EL III				
Signature of Aggrieved Person	Signature of Representative			
Date Submitted to Board	Date Received by Board			

Date

Signature of Board President

\*If additional space is needed, attach additional sheet.