

**MAQUOKETA VALLEY COMMUNITY SCHOOLS  
CERTIFIED EMPLOYEE HANDBOOK  
2021 - 2022**



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## **DISCLOSURE**

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 Maquoketa Valley 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 Employee Handbook shall be maintained solely by the District. The Board of Directors of the Maquoketa Valley Community School District, the District, and the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

### **Applicability**

This Employee Handbook shall apply to all full-time and regular part-time employees. It does not apply to the superintendent, principals, temporary employees or substitute employees.

### **Effective Dates**

This Employee Handbook shall be effective upon being presented to the Board of Directors of the Maquoketa Valley Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was presented to the Board of Directors, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook and through the Employee Relations Board that consists of 3 MVEA representative, 2 Board members and 1 Administrator.

### **Savings Clause**

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.

### **Definitions**

The term "Board", as used in this handbook, shall mean the Board of Directors of the Maquoketa Valley Community School District or its duly authorized representatives.

The term "District", as used in this handbook, shall mean the Maquoketa Valley Community School District.

The term "employee", as used in this handbook, shall mean all full-time and regular part-time employees. The term "employee" does not mean the superintendent, principals, temporary employees or substitute employees.

### **Non-Discrimination Statement:**

The District and the Board will not discriminate in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. The Board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to

subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

**Equal Employment Opportunity:**

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

**ARTICLE I**  
***RECOGNITION***

The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for those persons employed by the employer in the following classifications:

- Classroom Teachers
- Guidance Counselors
- Professional Certified Librarians

as certified by the Public Employment Relations Board in Case 194, which persons are covered by this agreement and hereinafter referred to as "employee(s)". Persons in all other employment classifications employed by the employer are specifically excluded from this agreement and the employer does not recognize the Association as the representative in collective bargaining for said persons or employment classifications.

**ARTICLE II**  
***COMPENSATION***

- A. Employees on the salary schedule hereinabove referred to will move from one educational lane to a higher educational lane and shall move to the corresponding eligibility step on the higher lane, however, a Master's Degree must be in the assigned teaching category for placement above B.A.+20. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional education credit with the superintendent between the 15<sup>th</sup> day of August and the 10<sup>th</sup> day of September.
- B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District. Any year a staff member reaches the end of a lane, longevity will be added at \$360 for each BA lane and \$460 for each MA lane. When no teacher is at the end of any lane, no increments will be added. A Masters Degree must be in the assigned teaching category for placement above B.A.+20. A year of service shall consist of employment in the Maquoketa Valley School District for more than 90 teaching days in any one school year.
- C. In addition to the compensation otherwise set forth in this agreement, the employer will pay to employees conducting programs designated by the employer such as summer programs, etc., the sum of \$20.00 per clock hour or 60-minute teaching period.

Before/after school and summer Drivers Education will be reimbursed the sum of \$26.00 per clock hour. Any employee selected to teach summer school shall be paid per diem

- D. Employees who are directed to use their own automobile in the conduct of the business of the Maquoketa Valley School District other than herein set forth, shall be reimbursed for travel between schools and travel at the direction of the Maquoketa Valley School District at the rate of forty-five cents (.45¢) per mile. Travel between Delhi and Hopkinton shall be calculated at 9 miles one way. Travel between Earlville and Delhi shall be calculated at 8 miles one way. Travel between Earlville and Hopkinton shall be calculated at 11 miles one way. These miles are based on the most direct route. Should a detour arise, employees will be compensated for additional miles.
- E. Each employee shall receive passes for school events for employee and a guest.
- F. A reduction in the teacher salary supplement per pupil amount shall be subject to the scope of negotiations as specified in section 20.9 in the Iowa Code.
- G. Teacher Salary Supplement: Beginning with the 2010/2011 contract, the Teacher Salary Supplement shall be incorporated into the salary schedule and distributed to all eligible employees on an indexed basis

### **ARTICLE III** ***INSURANCE***

- A. During the term of this agreement, the employer shall provide for employees and their dependents (as defined by the current group health insurance carrier) the Wellmark Blue Cross-Blue Shield Classic 500 Health Insurance plan coverage currently in effect with the employer or similar group insurance from an insurance company.
  - Employees who choose the Family Classic 500 will contribute a monthly dollar amount of \$100.00 toward the Family Classic 500. Employees who choose the Single Classic 500 will contribute a monthly dollar amount of \$50.00 towards the Single Classic 500. The licensed individual may sign and deliver to the employer an Assignment authorizing payroll deductions and the employer will deduct one-twelfth (1/12) of the \$1,200.00 for the Family Classic 500 or \$600.00 for the Single Classic 500 from the regular salary check of the employee pay period for twelve (12) months beginning in September and ending in August of each year.
  - Employees will be given the option to purchase the Wellmark Blue Cross-Blue Shield Classic 100 Health Insurance Plan. Employees would be responsible for paying the difference in premiums between the Classic 100 and Classic 500 Plans in addition to the \$100.00 per month for the Family Classic 500 Plan or \$50.00 a month for the Single Classic 500 Plan.
  - Employees will also be given the option of choosing the Wellmark Blue Cross-Blue Shield Blue Access 2000 Health Insurance Plan or the HDHP 2500 NE Health Insurance Plan. Employees will be reimbursed by the District the difference in premium costs between the Classic 500 and the Blue Access 2000 minus the \$100.00 per month for the Family Classic 500 Plan or the \$50.00 per month for a Single Classic 500 Plan in the form of cash less all appropriate withholdings.
  - Each eligible employee will be allowed to choose single or family coverage during the open enrollment period, when a qualifying life event occurs, or as otherwise permitted by the insurance carrier.
  - The district will provide \$250.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district in

the form of cash less all appropriate withholdings.

- B. Employer shall obtain for and on behalf of each employee, group life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) which shall include double indemnity, accidental death and dismemberment.
- C. Employees shall participate in a long-term disability insurance program that provides income protection at sixty-six and two-thirds percent (66 2/3%) of the employee's covered monthly compensation. The employee shall pay 100% of the premium. Premiums will be paid through payroll deduction. There shall be a waiver of premium clause for those on disability.
- D. Licensed employees who are initially employed after July 1, 1993, shall be entitled to insurance benefits in the amounts indicated. (1) Licensed individuals employed on an FTE (Full-Time Equivalency) basis from 0.1 through 0.49 shall receive no insurance benefits. (2) Licensed individuals employed on an FTE basis from 0.50 through 0.874 shall receive single health insurance plus a pro-rata portion of all other insurance benefits. (3) Licensed individuals employed on an FTE basis from 0.875 and above shall receive full insurance benefits.
- E. Employees will have the option to purchase dental insurance, subject to carrier requirements and restrictions.

#### **ARTICLE IV** **DEDUCTIONS**

- A. Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities, Credit union(s), savings bonds, charitable donations or other plans or programs.
- B. All plans and programs must be jointly approved by the Association and the Board.

#### **ARTICLE V** **EVALUATION**

##### **A. EVALUATION PROCEDURES:**

- The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated each school year. Beyond their second year of service, classroom teachers will be formally evaluated at least once every third year.
- Initial Meeting - Prior to October 1, the building administrator will meet with all beginning, new and career teachers that will be observed to review expectations and evaluation timelines. The expectations include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.
- Copies of the completed evaluation forms will be given to the teacher.

- The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.
- All formal observations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher. A copy of any such evaluation shall be given to the teacher at or before the post-observation conference. The teacher shall have the right to respond in writing to the evaluation and the response shall be attached to the evaluation in the teacher's personnel file. All evaluations shall be fair, accurate and the methods uniformly applied.
- The present evaluation system is on file at the administrative office and shall be made available to any teacher upon request.
- Failure of the employer to follow the evaluation methods and procedures as outlined in the district plan shall be subject to the grievance procedure outlined in Article VII. The rights of beginning teachers will be as outlined by the State of Iowa.

**ARTICLE VI**  
***STAFF REDUCTION***

**A. STAFF REDUCTION:**

- For the purpose of this article, seniority will be based on continuous years of employment by the Board for each category taught by the employee. If an employee teaches in more than one category, he/she will receive credit in each category taught. Employees voluntarily or involuntarily transferred shall retain their prior seniority in their previous position/s but it will not continue to accrue. They do not carry prior seniority to their new position. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority.
- In the event of reduction in the number of staff, those teachers in the professional category affected shall be terminated by the following order of procedures:
  - Upon determining that a reduction of staff is necessary and the areas and/or programs to be affected, the Board will have sole discretion to make any decision regarding the employees to be reduced. In reaching its decision as to which employees are to be reduced, the Board will consider the following:
    1. Whether the board can accomplish the necessary reduction by attrition in the position(s) to be reduced; then
    2. Whether the Board can accomplish the necessary reduction by no longer utilizing temporary or substitute teachers; then
    3. Whether the Board can accomplish the necessary reduction by reducing part-time employees; then
    4. Whether the Board can accomplish the necessary reduction by reducing least senior employee in any given category; then
    5. When seniority is equal between or among employees, reduction will be based on the employee who is adjudged by the District to meet a specific need of the District over an employee who is adjudged to meet no specific need of the District.

## **B. STAFF CATEGORIES**

- There shall be five professional categories:
  - Pre-School through the Sixth Grade including ESEA Chapter I reading teachers;
  - Grades Seven (7) through Twelve (12) [7-12] which shall consist of the following sub-categories:
    1. Science, English-Speech, Social Studies, Home Economics, Vocational Agriculture, Language, Mathematics, Business, Guidance, Driver Education, Industrial Arts, Reading Teacher
  - Kindergarten through Twelve (K-12) which shall consist of the following sub-categories:
    1. Librarians, Art, Music, Physical Education and Talented & Gifted
  - Kindergarten through Twelve (K-12) Learning Disabilities
  - Kindergarten through Six (K-6) Guidance Counselor
  - Teachers with temporary or emergency certification
  
- If a teacher is eliminated from any category or sub-category and has had previous teaching experience in the Maquoketa Valley School District in any of the other categories or sub-categories, then said teacher will have an opportunity to enter said other category or sub-categories if their accrued years of teaching in said category or sub-category is greater than that of other employees in the said category or sub-category.
  - Extra Duty assignments shall not be given preference above seniority rights.

## **C. RECALL RIGHTS:**

- Any teacher terminated pursuant to this section shall have recall rights to the position in which the teacher had seniority immediately prior to said termination for one year from effective date of his/her termination. During said one year period, all teachers with recall rights shall be offered unfilled positions for which they have had previous teaching experience in the Maquoketa Valley School District. Any teacher terminated should inform the school district of address change if he/she wants to be offered available positions. Notice of recall shall be sent by Registered Mail to the last address given in writing to the employer by the teacher to be recalled. Failure on the part of the teacher to respond in writing by Registered Mail to said notice within 10 days shall result in a forfeiture of all recall rights of said teacher.

## **D. NOTIFICATION:**

- The administration shall provide written notice to the association and to any teacher affected by reduction as early as possible, but not later than April 30, preceding such school year.

## **E. BENEFITS:**



- Upon exercising his/her recall rights, any teacher shall be given back his/her prior experience rating in the district. He/she shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.

**ARTICLE VII**  
***TRANSFER PROCEDURE***

1. Voluntary Transfers: Any employee may apply for voluntary transfer to a different building by making application therefore in writing and delivering same to the superintendent at his/her office.
2. Involuntary Transfers:
  - Definition: The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.
  - Notice: Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.
3. Association Notification: Any transfer openings, or dismissals may be made within (3) working days to the association's chief negotiator.

**ARTICLE VIII**  
***PROFESSIONAL MENTORING PROGRAM***

Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional or an Instructional Mentor.

Instructional Mentors shall not be requested or directed by either party to the contract to provide data or testimony in job renewal, termination, arbitration or licensure proceedings.

An Instructional Mentor shall not be requested or directed to participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.