



**CLEAR<sup>TM</sup>  
CREEK  
AMANA**

**COMMUNITY SCHOOL DISTRICT**  
— *BRINGING LEARNING TO LIFE* —

# **CERTIFIED STAFF EMPLOYEE HANDBOOK**

2023 - 2024

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## ARTICLE I

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this document.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise under this document. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Every employee covered by this Handbook shall have the right to present grievances in accordance with these procedures.

#### C. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended or reduced by mutual agreement.
2. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The administration shall determine whether interference has occurred under this paragraph.
3. All grievances must be presented within ten (10) working days of the date of occurrence or knowledge of the occurrence of the event giving rise to the grievance.
4. In grievances processed between the end of one (1) school year and the beginning of the next school year, the computation of working days shall mean Monday through Friday week days (exclusive of July 4th and Memorial Day). If the last day of the time limits falls on a holiday, the time limit shall be extended to the following weekday.

#### D. Grievance Steps

1. Step One. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. If requested by the allegedly aggrieved employee, a fellow employee may be present in this informal discussion.
2. Step Two. If a grievance is not resolved informally at the first (1st) step, the aggrieved employee shall file the grievance in writing with the building principal within seven (7) working days after the informal conference with the building principal. The written grievance shall state

the nature of the grievance, spelling out the specific clause or clauses of this Handbook which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

Within seven (7) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve same.

The principal shall have the right to have representative(s) or designee(s) at the meeting. The principal, or other Board representative(s), shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within seven (7) working days following the meeting between the principal and the aggrieved.

3. Step Three. In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or his/her representative(s). Within seven (7) working days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her representative(s) shall file an answer within seven (7) working days of the third (3rd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.

E. Other

1. If a grievance affects a group or class of employees, the employees may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the Second Step. The employees may process the grievance through all steps of the grievance procedure and the number of days indicated at each level applies to such grievance.
2. At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be requested.
3. No reprisals of any kind shall be taken by the Board, individual teachers or the employees against any party in interest, or any other participant in the grievance procedure by reason of such participation.
4. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.
5. Neither the provisions of this Article nor any other Article of this handbook shall be construed as preventing the employer from making a reasonable accommodation for a qualified individual in accordance with the Americans With Disabilities Act (Pub L No. 101-366 July 26, 1990) and such accommodations are not grievable.

**ARTICLE II**

## **SALARY**

- A. Basic salary of employees - The basic salary of employees covered by this Handbook is set forth in Schedule A, which is attached to and incorporated in this document.
- B. New employees – Credit shall be given for previous verified teaching experience in a duly accredited school upon initial employment, to a maximum of twenty (20) years. Hard to fill positions will be taken into consideration.
- C. All employees covered under this Handbook may receive their pay in twelve (12) equal installments on the fifteenth (15<sup>th</sup>) of every month or the last business office workday prior to the 15<sup>th</sup>. Payments will be made by direct deposit to the employee’s bank account.
- D. The TSS allocation will be distributed each year based on the following method:  
The allocation will be distributed equally on a per FTE basis and included in the teacher salary schedule.  
Any unanticipated staff added after the disbursement has been calculated will be absorbed by the district.
- E. In the case the district offers to pay for a certification to help fill certain positions a minimum of three years or an agreed upon number of years of service may be mutually decided by the employee and the district to ensure further coverage of the position.
- F. Advancement of Salary Schedule
  - 1. Educational Pools - An employee who plans to meet educational standards for achievement on the salary schedule must give notice of such schedule advancement to the Superintendent's office by May 1st of the year preceding the school year when such change will take effect.
  - 2. For an employee to advance from one (1) educational pool to another and receive compensation, advanced approval shall be required from the Superintendent and the employee shall file suitable evidence of additional credit with the Superintendent not later than September 5th of each year in which he/she is eligible to move.
  - 3. Eligibility to move from one (1) educational lane to a higher educational lane (horizontal movement) shall be dependent upon the following factors:
    - a. Hours beyond the baccalaureate degree, which includes preparation for state certification for teaching, must be graduate credit hours on an advanced degree program within the teacher's assigned teaching area from an approved college or university.
    - b. Graduate hours not on a degree program may be used for educational lane change if within the employee's assigned teaching area, with prior written administrative approval. These graduate hours must be from an approved college or university.
    - c. A maximum of five (5) undergraduate hours credit may be used for educational lane changes if within the teacher's assigned teaching area with prior written

administrative approval. These undergraduate hours must be from an approved college or university.

- d. A maximum of five (5) staff development course credit hours may be used for educational lane change if within the teacher's assigned teaching area with prior written administrative approval. These staff development course credits must be through the Grant Wood A.E.A. Staff Development Course Program. Fifteen (15) contact course hours shall equal one (1) hour staff development course credit.
  - e. The maximum total of undergraduate credit hours and staff development course credit hours, as provided in c. and d. above, may be used only once regardless of the number of educational lane changes an employee may apply for.
  - f. Verification and a summary must be submitted upon completion of the staff development course.
  - g. Tuition shall be paid, and salary schedule credit given for any course assigned by the Board.
  - h. The "optional" professional day will be paid at the per diem rate.
5. Schedule of Additional Pay for Extra Duties - An employee assigned extra duties will be paid on the schedule of extra pay for additional duties as set forth in Schedule B, which is attached hereto and incorporated in this document. If the district wishes to add a position or create a new position, the position can be hired once a mutual agreement has been reached with the Association regarding salary for the position.
6. Final and Summer Pay-Final Pay-Employees terminating employment shall have the option of receiving all or part of their contracted salary in the last pay period of the in-school work year provided funds are available.
7. Payroll Deductions- Upon appropriate written authorization from an employee, the Board shall deduct annuities and/or insurance programs approved by the Board from the salary of the employee and shall make the appropriate remittance.

The Association agrees to release and hold harmless the Board and each individual member, and all administrators against any and all claims, cost, suits or other forms of liability and all court costs arising out of the application of the provisions of this paragraph and the Agreement between the parties for payroll deductions.

8. Employees who are less than full-time will receive the time worked converted to the appropriate percentage of their position on the salary schedule using the following formula:
- 1. Minutes of student contact time (including passing time) divided by 480 minutes [a]
  - 2. Time determined in step one above times 36 minutes (a\* 36) [b]
  - 3. Time determined in step one plus time determined in step two above divided by 480  
$$(a+b)/480 = \text{contract FTE}$$
  - 4. Time which exceeds the part time contract will be compensated at the stipend rate with pre-approval from the building principal.

### ARTICLE III

#### INSURANCE

- A. The insurance contract year will be from July 1 to June 30.
- B. Employees who qualify for insurance coverage under section E below, will be provided a LTD (long-term disability) insurance plan, at the employee's cost, which provides a benefit of approximately 60% of the employee's salary. All employees who are eligible for LTD coverage, must participate in the district's plan.
- C. Employees who qualify for insurance coverage under section E below, will be provided a \$40,000 term life insurance plan. All employees who are eligible for life insurance coverage must participate in the district's plan.
- D. Insurance options available to employees include the following:
  - o Health insurance: PPO \$500 deductible, PPO \$1,000 deductible or an HSA (health savings account) \$3,000
  - o Dental insurance: \$750 or \$2,000 coverage
- E. The district provided benefit allotment is determined by the FTE (full-time equivalency).
  - 1.a. Employees who work a minimum of .75 FTE are guaranteed a monthly allotment which covers the cost of at least a single health, single dental and life insurance plan. **Those employees must select at least a single health, single dental, life insurance and LTD plans.**
  - b. Employees who choose benefits which exceed their benefit allotment, will make a payroll deduction to pay for any additional premium costs.
  - c. If an employee chooses the HSA insurance option, the district will pay the single premiums for the employee's individual insurance choices for life, health and dental plans, and then will contribute any excess benefit allotment to the employee's health savings account.
- F. The Board shall have the right at any time to procure the insurance referred to in Section B, C and D above. In the event of a change of insurance carrier(s), the Board shall consult with and consider recommendations of the Handbook Committee.
- G. The District will provide a Section 125 Plan, so each employee may opt to pay health premiums, dental premiums, non-reimbursed medical expenses, and child care expenses with pre-tax dollars.

### ARTICLE IV

#### LEAVES OF ABSENCE

- A. Sick Leave
  - 1. Sick Leave Allowances

Full-time teachers shall be entitled to 15 days of sick leave annually, granted in minimum units of one-half (1/2) day.

Unused sick leave days shall be accumulated from year to year with a maximum limit of accumulation of up to one hundred twenty (120) days. Once an employee has accumulated one hundred twenty (120) days, the days for the next year shall be available during that year but not carried over beyond the one hundred twenty (120) day maximum limit.

Sick leave shall not be granted for elective surgery or such illnesses as a result from those surgeries; however, with approval by the Superintendent sick leave may be used for preventive medical and dental appointments. Elective surgery is defined as when the doctor can decide or elect when it will happen and is able to plan ahead and around other things.

Teachers will receive payment for unused sick days upon retirement and IPERS eligibility in the amount of \$5.00 per day.

2. Notice of Accumulation

Teachers may contact the central office during normal business hours to confirm the amount of sick leave credited to them. Such confirmation shall be given within five (5) working days of the request. It shall be the responsibility of teachers to sign a written confirmation of their accumulated sick leave status at the end of each academic year. Further, each teacher shall be given written notice of current accumulated sick leave days not later than thirty (30) working days after the start of each school year.

3. Maternity/Paternity

Pregnancy and subsequent recovery shall be dealt with as any other illness with available sick leave applicable to the first six weeks after the birth of a child. Additional sick leave may be used if substantiated by a physician. After sick leave is fully utilized, unpaid leave may be used to complete the six-week leave after childbirth or time that is substantiated by the physician. Any employee requesting maternity leave shall be required to contact the central office to meet and review sick leave benefits and other questions related to maternity leave.

Paternity leave of utilizing up to ten days of sick leave and additional personal leave if desired will be granted immediately following the birth of a child.

4. Family Illness

In the case of illness of a member of the immediate family or any other individual or relative of unusually close personal relationship, the teacher may use sick leave for a period not to exceed the current available sick days per school year without loss of wages or benefits.

B. Personal Leave

1. Two (2) days of personal leave will be granted per year without loss of pay. All requests for personal leave must be filed with the Superintendent or his/her designee at least one (1) week in advance of the date requested.



2. Personal leave shall not be granted in units of less than one-half (1/2) day. Personal leave shall not be used in place of sick leave, educational or professional leave, or be used to extend Holidays or vacations unless approved by administration with coverage established. Personal leave shall not be used during the hours of parent/teacher conferences or on contracted in-service days. Personal leave shall not be granted to more than two (2) teachers per attendance center per day unless substitutes may be secured to fill all openings.
3. The superintendent may waive the above restrictions in case of extenuating circumstances. To waive any of the above restrictions, teachers must email or receive approval in writing from the superintendent and principal prior to entering the time off.
4. Three (3) days of unused personal leave may be carried forward to the next year. The maximum accumulation of personal leave shall be five (5) days. Teachers with five (5) personal days at the end of the year will be paid for 2 of those days at the substitute pay rate. This only applies to accrued days. The daily substitute pay rate can be verified with Human Resources. Payment will be made in the June paycheck.
5. Teachers that have accumulated more than one hundred (100) sick days, may exchange four (4) sick days for one (1) personal day and must maintain a total of one hundred (100) or more sick days. Exchanged day(s) must be used within the school calendar year. An exchanged day is not eligible for payment or carryover into the next year. Banked or allocated personal days must be used prior to or concurrently with exchanged personal days.
6. Teachers may not use more than five (5) personal days consecutively.
7. Teachers leaving employment with the school district will be paid at the substitute rate for all unused personal days accumulated their last year, this does not apply to days accrued by trading in sick days.
8. Military Leave: Staff members going on a military deployment may convert sick days to personal leave, waiving the minimum of 100 sick days accumulated. Not to exceed two days prior to and two days upon return from military leave.

C. Professional Leave

Professional leave for attendance of educational meetings or visiting other schools may be permitted at full pay if such attendance is approved by the Superintendent or his/her designee.

Employees may be reimbursed for expenses related to the attendance at such meetings as designated by the Superintendent or his/her designee. The cost of substitutes shall be paid by the District if approved by the Superintendent or his/her designee.

D. Bereavement Leave

In the case of necessary absence of an employee to attend or make arrangements for a funeral of a member of the employee's immediate family, such employee will be paid for scheduled time lost including the day of the funeral, but not to exceed five (5) school days. The immediate family shall be considered to mean: the employee's spouse, child, foster child, stepchild, sister, stepsister, brother, stepbrother, parent, stepparent, parent-in-law, legal dependent, legal guardian, or member of the immediate household. Three (3) days of bereavement leave shall be granted in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, or

grandchildren. One (1) day of bereavement leave will be granted for the purpose of attending the funeral in the event of the death of any other family member. In the case of the death of any other relative or person of unusually close personal relationship the teacher may be granted permission to attend the funeral at the discretion of the Superintendent without loss of wages or benefits. Special requests for bereavement leave **shall be made in advance of taking bereavement leave directly to the Superintendent or his/her designee** and if requested by the Superintendent or his/her designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

E. Special or Extended Leave

Short term or extended leaves of absence with or without wages and benefits may be requested in writing (if possible) to the Superintendent or his/her designee. The granting of such leaves shall be at the discretion of the Superintendent or his/her designee. This will also need to be sent to the board for final approval. A written acceptance will be furnished before or after if the request was granted verbally.

F. Jury Duty and Legal Leave

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the Clear Creek Amana School District.

Cases involving an employee's personal matters which are not school-related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her working day if required.

G. Adoption Leave

An employee shall be allowed leave for adoption in accordance with the FMLA.

I. General Provisions on Leave of Absence

1. Employees on any paid leave of absence agree not to accept employment for wages or profit without Superintendent approval. Violation will be cause for reprimand or discipline.
2. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.

5. An employee on leave of absence may return to work prior to the expiration of the leave of absence upon approval of the Board. Such employee shall give the Board as much advance notice as possible for the early return to work.
6. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

J. Family and Medical Leave Act

Employees of the District are entitled to paid family and medical leave to the same extent and subject to the same terms and conditions set forth in the Family and Medical Leave Act of 1993, and the regulations implemented therein.

No provision of the Act is diminished by the inclusion of this provision in the contract nor are the pre-existing family or medical leave provisions of the contract diminished by the inclusion of this provision in the contract.

K. Catastrophic Event Sick Leave Bank

A. The purpose of the bank is to provide paid time off to members after their accumulated personal leave time has been exhausted (sick, personal, vacation).

1. Bank use is for an illness of a catastrophic nature of the employee, spouse or children who reside in the same household as the employee, with children being defined as those for whom you maintain guardianship or financial responsibilities as verified by the federal income tax deduction. The catastrophic bank may be extended to include illness of a catastrophic nature of the employee's parents, step-parents, or grown children at the lower limits established under Section V. Limitations on Use of Bank Leave-Extended.
2. Any violations of these rules or abuse of bank leave will be grounds for immediate cancellation of current leave and/or revocation of future bank privileges. Could result in disciplinary action up to and including termination.
3. All bank forms are available upon request only at the Clear Creek Amana human resources office.
4. The bank days will roll over from year to year.

B. Definitions

1. *Illness of Catastrophic Nature* - An illness or injury due to a physical or mental impairment (other than those described below\*) and which:
  - a. Is of a terminal or life-threatening nature; or,
  - b. Is expected to be of long and indefinite duration and requires:
    - a. extended at-home custodial care for an individual who is unable to perform basic living functions without assistance, such as bathing, eating, or dressing; or
    - b. in-patient treatment at a licensed hospital or rehabilitation facility.

\*The terms "illness" and "injury" shall exclude an illness or injury caused while engaging in criminal activity.

2. *Member* - Contributors to the Bank who meet all eligibility requirements.
3. *Bank* - Catastrophic Bank.
4. *Bank Leave* - Days which may be granted to members satisfying all applicable rules.

5. *Human Resources* - Clear Creek Amana District Human Resource Office.
6. *"Day"* - The number of hours an employee is regularly scheduled to work on a normal workday.
7. *"Year"* - The unit member's normal calendar of work (school year).
8. *"Compensable Days"* - Weekdays falling within the school year based on the regularly scheduled workdays of the employee.
9. *"Fiscal Year"* - July 1 through June 30.
10. *"Committee"* - 1 Administrator, 1 Board Member, 1 HR Department, 2 Certified Staff Members, 2 Non-certified Staff Members

## II. Enrollment Process and Contributions

- A. Participation in the Bank is voluntary and at the discretion of the employee.
- B. Contributions to the bank must be made electronically with the district within the specified time frame of the survey being sent out from Human Resources. New employees may enroll in the bank within the first 30 calendar days after employment.
- C. The sick bank will be cleared every two years with no carryover of donated sick leave after the two year period. Donated sick leave days will not be returned to the donor.
- D. Contributions may be made each year during the district's annual insurance open enrollment. If a former employee is rehired by the district, the employee must contribute again in order to become a member.
- E. The following contributions would be credited upon approval of Human Resources.
  1. The initial contribution rate for all employees will be one day of sick leave equivalent to their position.
  2. Should additional contributions be necessary to the bank due to the depletion of the district's contributed days, and a member has exhausted his or her sick leave the bank will defer its contribution for the individual until September 1 of the following year.
- F. All new employees who do not enroll in the bank at the first available opportunity will have to wait until the next enrollment period.
- G. All contributed days become the property of the district.

## III. Requesting Bank Leave

- A. The member must exhaust all personal leave time (sick, personal, vacation).
- B. Waiting Period - Newly hired employees shall become eligible for coverage under the Bank after having worked for 30 working days following their hire date. Hire date is defined as the first day of an employee's contract and/or compensation summary.
- C. If an employee chooses not to enroll during the enrollment period, they must wait until the next enrollment period.
- D. All requests for utilization of the Bank must be verified by a physician's statement.
- E. All applicants to the Bank must allow human resources access to medical reports for determination of eligibility.

## IV. Limitations on Use of Bank Leave – Immediate

For employee, spouse or children who reside in the same household as the employee, with children being defined as those for whom you maintain guardianship or financial responsibilities as verified by federal income tax deduction, shall be as stated.

- A. Bank leave shall not be granted in units of more than 30 working days.

- B. Members may be eligible for up to 90 days of bank leave unless there is an earlier determination that the member will never return to work. Utilization of bank days will cease on the day the district receives a determination that the employee will not return to work.
  - C. Upon exhaustion of these 90 working days of bank leave, members shall be eligible for additional bank leave one calendar year or the equivalent after their return to active employment. Employees must re-enroll in the Bank to be eligible the next year.
  - D. After satisfying this one-year waiting period of eligibility a member shall be eligible for an additional 45 working days of bank leave.
  - E. In no event shall a member receive more than a lifetime total of 135 days of bank leave while employed by the Clear Creek Amana School District.
  - F. Human Resources cannot distribute more days than are available in the bank.
  - G. Once an employee contributes to the bank they cannot withdraw those days. Days contributed to the bank are not eligible for buy-back at the time of retirement or termination of employment.
  - H. A person may not draw from the bank if they do not elect to participate by contribution.
- V. **Limitations on Use of Bank Leave – Extended** For member’s parents, step-parents, or grown children shall be as stated.
- A. Bank leave shall not be granted in units of more than ten working days for member’s parents, step-parents, or grown children.
  - B. Members may be eligible for up to 30 working days of bank leave (unless there is an earlier determination that the member will never return to work) for members parents, step-parents or grown children.
  - C. Upon exhaustion of these 30 days of bank leave, members who are taking this leave for parents, step-parents or grown children shall be eligible for additional bank leave one (1) calendar year or the equivalent after their return to active employment.
  - D. After satisfying this one-year waiting period of eligibility a member shall be eligible for an additional 15 working days of bank leave for member’s parents, step-parents or grown children.
  - E. In no event shall a member receive more than a lifetime total of 135 working days of bank leave while employed by the Clear Creek Amana School District.
  - F. Human resources cannot distribute more days than are available in the bank.
  - G. Once an employee contributes to the bank they cannot withdraw those days. Days contributed to the bank are not eligible for buy-back at the time of retirement or termination of employment.
  - H. A person may not draw from the bank if they do not elect to participate by contribution.
- VI. **Administration of the Bank**
- A. The Clear Creek Amana Human Resource office shall ensure the Clear Creek Amana policies, regulations and procedures are followed.
  - B. Human Resources and committee shall review and act upon all requests to contribute to, withdraw from and use the bank.
  - C. Subject to the approval of the superintendent, Human Resources and the committee shall develop its rules of procedures and give a wide distribution of these rules.
  - D. Human Resources and committee reserve the right to make additional assessments as deemed necessary to maintain the solvency of the bank.
  - E. The Clear Creek Amana District shall maintain the Catastrophic Leave Bank records of individual members.

- F. The Clear Creek Amana District shall maintain records of all the member's contributions, grants, and cancellations shall report such status upon the request.
- G. Human Resources and committee shall be responsible to the superintendent for the proper administration of the bank and the submission of periodic reports on the status of the bank.
- H. Human Resources shall not grant leave for the same period of time which Worker's Compensation, other paid leave, or short- or long-term disability are granted.
- I. Human Resources shall not grant leave in conjunction with other approved leave of absence.
- J. All medical information received by human resources shall be maintained confidentially in separate medical files and used only for the purposes of this program.
- K. Decisions of the Human Resources department and committee may be appealed to the Board of Education in writing within 15 calendar days of action by human resources.
- L. When the sick leave bank is depleted to ten days the Human Resources and committee shall notify the district employees of the need to voluntarily donate more days to the sick leave bank.

**ARTICLE V**

**EMPLOYEE WORK YEAR**

A. In-School Work Year

1. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which employee attendance is required.

- 2. The in-school work year for teachers shall not exceed one hundred eighty-eight (188) work days, except that teachers new to the District may be required to attend an additional two (2) days of orientation.

B. Holidays

The following holidays shall be observed during the year:

Labor Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Day and Memorial Day.

Employees shall not be required to perform duties on the holidays listed above. Holidays are not included in the in-school work year days shown in A.2. above.

**ARTICLE VI**

**EMPLOYEE HOURS AND DUTIES**

- A. An employee's typical work day will consist of eight (8) consecutive hours per day. A typical work day includes a duty-free lunch of twenty-five (25) minutes of uninterrupted time for employees working over four (4) hours a day, unless extenuating circumstances exist for employees of the high school or middle school. If during the time that the elementary teacher is responsible for supervising the lunchroom and they are unable to eat lunch themselves, they will be given additional time to eat

lunch. Such time will not be a reduction from prep time. The starting time and dismissal times, which may vary from school to school, shall be determined by the Board.

- B. Employees shall not leave the building to which they are assigned during normal working hours without the approval of the principal or his/her designee.
- C. Employees shall be required to attend staff meetings as scheduled by the building principal. A notice of any faculty meeting shall be given to the employees involved at least one (1) day prior to the meetings, except in cases of an emergency. Employees shall have the opportunity to suggest items for the agenda.
- D. Employees may be given release time during the school day for special circumstances if approved by the building principal.
- E. On Fridays and days preceding holidays and vacations, the employees' day may end after the necessity for pupil supervision is completed and as scheduled by the building principal.
- F. Full-time employees will receive 360 minutes of preparation time within a two-week period. Part-time employees will receive prorated preparation time.
- G. Evening assignments shall not exceed four (4) each school year. Such assignments shall not be scheduled to begin later than 8:00 p.m. and shall not exceed two (2) hours each unless agreeable to the teacher. Teaching staff will receive a family pass to school activities.
- H. Certified employees, who are requested to substitute for absent teachers during preparation time, shall be allowed early release, late arrival, or other mutually agreeable terms.
- I. Classroom Displays  
The Clear Creek Amana Community School District is a public school district that serves and is welcoming to all students. To respect the diversity of opinions among students, employees, and families in furtherance of our focus on student learning, it is important for District employees to abide by certain guidelines relating to classroom displays.

Student attendance centers, like other school physical property, are owned by and subject to the control of the District. Employees may be assigned a classroom or other area in an attendance center in connection with the performance of their job duties for the District. Such classrooms are workspaces dedicated to the delivery of the District's educational message to students.

Materials displayed in and on District classrooms should be limited to those that are directly related to, and consistent with, the curricular, co-curricular, or extra-curricular programming provided by the District. District classrooms are not public forums for private expression by employees, and employees may not use District classrooms to convey their personal beliefs regardless of viewpoint.

Where necessary, employees should seek guidance from their supervisor at the District and exercise reasonable professional judgment.

The District respects that employees are entitled to engage in speech and other expressive activities outside of the workplace in their capacity as private citizens. In doing so, District employees must make clear that they are speaking or acting in their capacity as a private citizen and not as a District employee, and that their views do not represent the views of the District.

- J. Dress code: Board policy 404:  
 Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees will conduct themselves in a professional manner. Employees will dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Licensed employees of the school district, including administrators, will follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

**Dress Code Guidelines**

Modest and ensure coverage of areas between the neck and near knee.

Friday's	Inappropriate dress for everyone
Jeans - no holes in the jeans	Reveals cleavage, back, chest, stomach, any portion of the buttocks or undergarments.
T-Shirt/Sweatshirt (CCA apparel)	Sweatpants
	Flip Flops, Pool Shoes
	Items with holes or tears
	Hats or Hoods
	Halter tops / Tank tops
	Sheer, Excessively tight
	Work out wear (gym shorts, swishy pants, spandex etc.)
	Gym or running shorts (unless PE)
	No graphic/athletic T-shirts

**ARTICLE VII**

**REDUCTION OR REALIGNMENT OF STAFF**

1. The Superintendent will first determine the individual employee(s) to be laid off in accordance with the following steps within the following categories. The categories are alphabetically defined as follows:
 

a. PK-5	j. Art
b. Business Education	k. Counselors
c. Foreign Language	l. Instrumental Music
d. Family and Consumer Sciences	m. Teacher Librarians
e. Industrial Arts	n. Physical Education



- |    |                |    |                   |
|----|----------------|----|-------------------|
| f. | Language Arts  | o. | Special Education |
| g. | Mathematics    | p. | Title I Teacher   |
| h. | Science        | q. | Vocal Music       |
| i. | Social Studies | r. | Other             |

Each such category shall apply district-wide and shall be considered as a separate unit. Category "a" refers to grade levels, and categories "b" through "i" applies only to employees in grades 6-12. Categories "j" through "r" shall be considered on a K-12 basis. Within each category, straight seniority shall apply. No employee shall be dismissed through reduction or realignment of staff unless all less senior employees within the same category have been dismissed.

2. The Superintendent shall determine within each category which employee(s) shall be reduced and notified according to the provisions provided for in Chapter 279, Code of Iowa. The following steps will determine the order of reduction:

Step 1. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

- Step 2.
1. The remaining employees to be laid off will be selected by the Superintendent using straight seniority within categories.
  2. In the event of equal seniority existing between two (2) or more employees within the same category, evaluations will be the criteria used in selecting the employee to be dismissed.
  3. Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Superintendent and certification for the available vacancies. In the event two (2) or more employees are qualified to fill vacancies and were laid off the same date, the Superintendent shall select the employee to fill the vacancy.
  4. An employee selected for recall will be informed by the Superintendent of his/her reemployment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within ten (10) calendar days after an employee receives notice of reemployment he/she must advise the Superintendent or his/her designee in writing by certified mail that he/she accepts the position offered in such notice. Any employee notice shall be considered received by the employee when mailed certified mail, return receipt requested, to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all reemployment rights granted to an employee shall terminate upon such employee failure to accept within ten (10) calendar days any position offered to him/her.
  5. An employee shall retain rights to reemployment after a layoff for two (2) school years following the date of layoff.

6. Once per year the Superintendent shall provide teaching staff, upon request, with a list showing the date of hire, areas of certification, and present categories of teaching for all teachers employed within the District. This list will be forwarded to the teaching staff within ten (10) days of the request.

A teacher will be placed in the category of his/her primary teaching assignment and may select on a one-time basis one other category for which he/she is certified.

In the event a teacher is involuntarily transferred by the District, and the resultant transfer leaves an open category for the teacher, the teacher may select on a one time basis one (1) other category for which he/she is certified.

In the event a teacher who is certified in only one (1) category becomes certified in a second (2nd) category, the teacher will on a one time basis have the new certification area added on his/her second (2nd) category.

Employees hired for the year following 7/1/2004 will accrue seniority only in the seniority categories in which he/she teaches at Clear Creek Amana. In case of the transfer of an employee, he/she will retain seniority in all of his/her previous categories.

7. **Benefits**

- a. Employees on staff reduction shall be given every opportunity to substitute in positions for which they are certified.
- b. Employees on staff reduction may be continued as part of the District's insurance program(s), upon payment of the required premiums by the employee. This benefit shall be subject to the regulations of the insurance carrier(s).
- c. All benefits to which an employee was entitled at the time of his/her reduction, including unused accumulated sick leave, shall be restored to the employee upon his/her return to active employment.

## **ARTICLE VIII**

### **EVALUATION**

- A. The Clear Creek Amana Community School District is committed to an evaluation process that promotes continuous learning, reflection, and professional development focused on the improvement of student achievement. The Iowa Teaching Standards and Criteria will provide the framework for the evaluation process.
- B. Teachers new to the profession will participate in evaluation activities that generate usable and reliable data that will support making a licensure recommendation and movement of the beginning teacher to the career teacher level.

- C. Career teachers will participate in evaluation activities focused on developing and supporting professional development while also providing for the on-going assessment of the career teachers' mastery of the Iowa Teaching Standards. The Individual Teacher Career Development Plan designed in this evaluation stage will typically address the same skills or practices that are being studied collectively with other faculty members as part of the District's Comprehensive School Improvement Plan.
- D. The performance of teachers in their probationary period will be formally evaluated at least once each semester and as deemed practical and necessary by the Administration. Beyond probation, teachers will be formally evaluated at least once every three (3) years.
- E. The formal evaluation process will begin with a review of evaluation procedures. This review may be at a general or individual meeting called by the administrator.
- F. The teacher and administrator shall meet prior to a formal observation for the purpose of determining a mutually agreeable time for the observation and follow-up conference. It is expected that the formal evaluation process should be completed within ten working days of the last observation.
- G. Formal observations of the work performance of an employee shall be conducted openly and last at least twenty (20) consecutive minutes. Each employee shall receive his/her written copy of all formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material.
- H. Copies of formal written evaluations will be submitted to the Superintendent and maintained in the employees personnel file. The written evaluation documents must be forwarded to the Superintendent prior to the end of the school year in which the evaluation process is completed.
- I. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion in his/her personnel file. Any material used for evaluation purposes shall not be placed in the employee's personnel file without the employee's knowledge.
- J. Employee evaluations are to be fair and accurate. A grievance may be filed under Article I of this Handbook by a non-probationary employee on an evaluation only if the overall evaluation is unsatisfactory.

## **ARTICLE IX**

### **TRANSFER PROCEDURES**

#### A. Voluntary Transfers

Teacher requested transfers from building to building are made as follows:

1. All requests for transfers for the following year should be in writing in the form of a letter sent to the Superintendent or his/her designated representative no later than five (5) days after a known vacancy is emailed. This letter should contain specific reasons for requesting the transfer.

2. The consideration of transfer of a teacher will be based on qualifications, certifications and seniority.
3. Written notice of transfer will be given to the teachers concerned as soon as practicable.
4. Requests for transfers are kept for only one (1) school year. Renewal must be made each year.
5. The Superintendent shall have final decision in all cases of transfer.
6. Vacancies shall be emailed to all teachers in each building as soon as possible and before the position is filled. The District is not required to fill vacancies from currently employed staff.

**B. Involuntary Transfers**

1. If an involuntary transfer is necessary, the Superintendent will take into consideration, so far as practical, the teachers training, experience, specific achievements, seniority and service to the District.
2. An employee will be notified, in writing, of any intended transfer and shall be entitled to a conference with the Superintendent or his/her designee to discuss the reasons for said transfer. At the request of the employee the Superintendent shall set forth, in writing, the procedures used in the determination of said transfer. If requested by the employee, a representative may be present at the time of the conference.
3. The employee shall be notified of any intended transfer by May 1st except in cases of emergency.

**ARTICLE X**

**SAFETY AND HEALTH**

- A. The Board shall pay the costs of any special medical examination or test it may require.

**ARTICLE XI**

**TELEWORK POLICY**

- A. Telework Policy  
**Telework Policy**

The purpose of a telecommuting agreement is to allow, where appropriate, the use of telecommuting in order to attract and retain a talented workforce, reduce costs, reduce workplace traffic, improve employee morale and productivity, and better address work and personal demands.

**Eligibility Requirements**

Telecommuting arrangements are not suitable for all positions therefore it is at the discretion of the District administration to authorize and direct such arrangements on a case-by-case basis. Once authorization is granted, the request must go to the Superintendent for final approval.

**Request & Approval Process**

Employees desiring to request a Telecommuting arrangement shall make a request in writing to their Supervisor including: the days and hours they are requesting to telecommute from a home office, the location of said home office, the reason for the request, the equipment necessary to suitably equip a home office (i.e. laptop, printer, etc.) and any other information pertinent to the request. Upon receipt of the employee's request, the Supervisor will take into consideration their workforce needs and budgetary limitations before consulting with District Administrators on the request. The District's decision will be communicated in writing within ten working days, when possible, of the employee's original request. Telecommuting agreements shall be reviewed at least once each fiscal year for viability of its continuation. The District reserves the right to revoke the Telecommuting agreement at any time and without advanced notice.

### **Performance Expectations**

The employee is expected to communicate regularly and effectively with supervisors, coworkers and students to the same degree that would be achieved if working from their District located worksite. The employee must demonstrate a conscientiousness about time management, productivity and accountability for their work quality and deadlines. Telecommuting shall not be used as a substitute for dependent care or sick leave. Employees who telecommute are expected to make dependent care arrangements during the workday unless an unforeseeable situation is communicated with the Supervisor.

Employees may, at the discretion of their immediate supervisor, be called to work at their District located worksite during their telecommuting workday to meet workload demands. If an employee is telecommuting and during the workday they come in to their District located worksite, the time traveling from the employee's home to the worksite must be treated as job site travel and therefore be counted as hours worked and compensated accordingly.

Employees are responsible for maintaining a safe and ergonomic working environment while telecommuting. Workers compensation will not apply to non-job related injuries that occur in the home. The District will not be responsible for injuries to third parties or members of the employee's family that occur on the employee's premises. In the event of a work related injury, the employee will allow home office inspections conducted by the District.

Telecommuting employees shall not hold business meetings with internal or external customers or colleagues at their personal residence. Employees shall not conduct any unauthorized (non-District) work during their telecommuting work schedule. The employee's immediate supervisor may regularly request progress reports to check on the status of the employee's work from home. The District reserves the right to monitor network access logs to verify activity.

### **Hardware, Software & General Office Supplies**

General office supplies, such as pens and paper, will be provided by the District. Other out of pocket expenses, such as hardware, including but not limited to printers, scanners, fax machines, ink cartridges, etc; as well as office furniture to make the home office a suitable telecommuting site will not be covered by the District.

Telecommuting employees may use their own personal computer equipment. Employees may consult with the District's IT department for access to the District's network, however VPN access to the District's Network will only be given to employees with District issued property. The IT department will not directly support non-District owned equipment. Employees will be responsible for the maintenance and repair of their own equipment. Employees must conform to the District's software and security standards. Departments will consult with their department support staff to ensure that the software needed conforms to the District's software policies.

Remote access to the District's network may be provided to the employee at the discretion of the employee's supervisor after consulting with the IT department and with Administration's approval. IT will track and request recertification yearly. Employees who telecommute from home are subject to the same internal District policies regarding the use of District provided equipment and services as that of employees at the District located worksite. The District will not purchase or reimburse employees for the cost of an internet service provider or internet use. District information stored on an employee's personal computer may be subject to public disclosure requirements.

The District will not reimburse the employee for long distance phone calls incurred due to a Telecommuting Agreement.

Upon separation of employment, the employee shall return all District owned equipment and supplies within twenty-four hours.

**Confidentiality**

It is the employee's sole responsibility to maintain the confidentiality and proper storage of District information, to prevent unauthorized access to any District system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the District.

Violation of the Telecommuting Policy will result in revocation of telecommuting privileges and disciplinary action, up to and including termination of employment.

## Schedule A SALARY POOLS

BA \$36,000	BA +15 \$37,800	MA \$41,400	MA +15 \$43,200	MA +30 \$45,000	MA +45 \$46,800
	1.05 \$1,800	1.15 \$3,600	1.20 \$1,800	1.25 \$1,800	1.30 \$1,800
	\$1,800	\$5,400	\$7,200	\$9,000	\$10,800

TSS for the 2023-24 school year is currently set for \$6,943.  
 Schedule B and the Salary Distribution System are covered under collective bargaining.  
 The schedules are listed here, but you can see the Master Contract for more information.

## EXTRA DUTY SCHEDULE

CLEAR CREEK AMANA COMMUNITY SCHOOL DISTRICT				STEP IS ALWAYS \$ 1			
EXTRA DUTY SALARY SCHEDULE		2023-24					
Base Salary		42,943					
		Lane		MIDDLE SCHOOL			
		Lane		Lane			
Head Coach (FB,VB,BB,WR,SB,BB)	17.00%	7,300.31	1	Coach (FB,VB,BB,WR,SB)	9.00%	3,864.87	44
Asst. Coach (FB,VB,BB,WR,SB,BB)	12.00%	5,153.16	2	Coach (Track, Swim, X Country, Soccer)	9.00%	3,864.87	45
Head Coach (Track, Soccer)	17.00%	7,300.31	3	Asst. Coach (FB,VB,BB,WR,SB)	6.00%	2,576.58	46
Asst Coach (Track, Soccer)	12.00%	5,153.16	4	Asst Coach (Track, Swimming, XC, Soccer)	6.00%	2,576.58	47
Head Coach (Cross Country)	17.00%	7,300.31	5	Science Olympiad	5.00%	2,147.15	50
Asst Coach (Cross Country)	12.00%	5,153.16	6	Asst Science Olympiad	3.00%	1,288.29	67
Head Coach (Golf)	12.00%	5,153.16	7	Cheerleading	4.00%	1,717.72	51
Asst Coach (Golf)	7.00%	3,006.01	8	Vocal Director (6-8)	4.00%	1,717.72	52
Football Cheerleading	5.00%	2,147.15	9	Instrumental Director (6-8)	4.00%	1,717.72	53
Basketball Cheerleading	5.00%	2,147.15	10	Musical, Drama	5.00%	2,147.15	54
Wrestling Cheerleading	5.00%	2,147.15	11	Asst Drama	3.00%	1,288.29	55
Asst Dance	5.00%	2,147.15	12	Student Council	5.00%	2,147.15	56
Dance Director	7.00%	3,006.01	13	Art Club	4.00%	1,717.72	57
Speech Director	7.00%	3,006.01	14	Robotics Club	5.00%	2,147.15	58
Asst Speech Director	5.00%	2,147.15	15	Asst Robotics Club	3.00%	1,288.29	68
Debate Coach	5.00%	2,147.15	16	Yearbook	5.00%	2,147.15	59
Science Olympiad	5.00%	2,147.15	17	<u>ELEMENTARY</u>			
Asst Science Olympiad	3.00%	1,288.29	18	Vocal Director (K-5)	2.00%	858.86	60
Drama Director (Play or Musical)	7.00%	3,006.01	19	Instrumental Director (5th)	2.00%	858.86	61
Instrumental Director	17.00%	7,300.31	20				
Asst Instrumental Director	12.00%	5,153.16	21				
Vocal Director	17.00%	7,300.31	22				
Asst Vocal Director	12.00%	5,153.16	23				
Musical Director (Musical)	7.00%	3,006.01	24				
Asst Musical Director	5.00%	2,147.15	25				
Pit Band (Musical)	5.00%	2,147.15	26				
Choreographer (Musical)	5.00%	2,147.15	27				
Newspaper Advisor	6.00%	2,576.58	28				
Yearbook Advisor	7.00%	3,006.01	29				
Student Council/Homecoming	12.00%	5,153.16	30				
Student Assistance Team	5.00%	2,147.15	31				
Academic Decathlon	3.00%	1,288.29	32				
Physics Olympics	3.00%	1,288.29	33				
Art Club	4.00%	1,717.72	34				
Win With Wellness Director	3.00%	1,288.29	35				
NHS	3.00%	1,288.29	36				
Jazz Band	5.00%	2,147.15	37				
Show Choir	5.00%	2,147.15	38				
Asst Show Choir	3.00%	1,288.29	62				
Graduation Coordinator	3.00%	1,288.29	39				
Color Guard Sponsor	5.00%	2,147.15	40				
Drumline Instructor (Fall/Winter)	5.00%	2,147.15	41				
Prom-Coordinator	3.00%	1,288.29	42				
Strength and Conditioning	55%	23,618.65	43				
Pac Manager	17.00%	7,300.31	49				
CTSO-Business (FBLA)	5.00%	2,147.15	63				
CTSO-FCS Culinary (FCCLA)	5.00%	2,147.15	64				
CTSO-FCS-Design (FCCLA)	5.00%	2,147.15	65				
CTSO-Industrial Tech (SKILLS)	5.00%	2,147.15	66				

**Schedule B**

**GRIEVANCE REPORT**

_____	_____
School District	Date Filed
_____	_____
Building	Number
_____	Distribution of Form
Name of Aggrieved Person	1. Association
	2. Employee
	3. Appropriate Supervisor
	4. Superintendent

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Date Level I Meeting Held \_\_\_\_\_

C. Parties Present at Level I Meeting \_\_\_\_\_

D. Section(s) of Agreement Violated \_\_\_\_\_

E. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

F. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

G. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Principal or Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

H. Disposition Accepted \_\_\_\_\_, Rejected \_\_\_\_\_, Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent                      Date  
or His/Her Designee

\_\_\_\_\_

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