

**KEOKUK COMMUNITY
SCHOOL DISTRICT**

CERTIFIED EMPLOYEE HANDBOOK

For the 2018-2019 School Year

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SECTION 1: INTRODUCTION

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

A. Applicability

This Employee Handbook shall apply to all teachers, instructional coaches, guidance counselors, media specialists, home school instructors, student service coordinators, school nurses, and all others employed in a professional capacity, except it does not apply to the superintendent, principals, assistant principals, the business manager, any administrative directors or coordinators, non-professional employees, or any substitute employees.

B. Effect of Employee Handbook

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 Keokuk Community School District or its duly authorized representatives. It is each employee’s responsibility to become familiar with the policies and procedures of the District.

This Employee Handbook shall be maintained solely by the District. The District has the ability to interpret and imply provisions of the Employee Handbook.

C. Effective Dates

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

D. 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.

E. Definitions

1. The term “Board” as used in this Employee Handbook, shall mean the Board of Education of the Keokuk Community School District or its duly authorized representatives.
2. The term “employee” as used in this Employee Handbook, shall mean all teachers, instructional coaches, guidance counselors, librarians, home school liaisons, school nurses, and all others employed in a professional capacity. The term does not mean the superintendent, principals, assistant principals, the

business manager, any administrative directors or coordinators, non-professional employees, or any substitute employees.

SECTION 2: GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance**
A “grievance” is a claim by an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Handbook.
2. **Aggrieved Person**
An “aggrieved person” is the person or persons making the complaint.

B. Purpose and Scope

Any aggrieved person covered by this Employee Handbook shall have the right to present grievances in accordance with these procedures. The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. Procedure

1. **Representation**
Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or at his/her option, by a representative.
2. **First Step**
An attempt shall be made to resolve any grievance in informal discussion between complainant and his or her principal.
3. **Second Step**
If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing within five (5) school days of the event giving rise to the grievance with the principal. The written grievance shall state the nature of the grievance, shall note the specific cause or causes of the grievance, and shall state specifically the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the aggrieved party within five (5) school days after receipt of the grievance.
4. **Third Step**
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved party shall file, within five (5) school days of the principal’s written decision at the second step, a copy of the grievance with the Superintendent’s Office. Within a reasonable amount of time after such written grievance is filed, the aggrieved and the Superintendent or his/her designee, as well as any representatives of the parties, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the aggrieved

party and the principal. The decision by the Superintendent or his/her designee shall be final and binding.

D. 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
No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.
3. Separate Grievance File
All documents communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

SECTION 3: EMPLOYMENT AND ASSIGNMENT

A. Assignment of Employees Notice

The District shall notify all personnel covered by this Employee Handbook of their assignments for the upcoming school year as soon as practical but not later than May 15th.

B. Assignment Criteria

The District retains exclusive authority to assign employees as appropriate to best serve the educational needs of the District. In order to assure that pupils are served by employees working within their areas of competence, employees shall only be assigned areas for which they hold endorsements and/or authorizations issued by the Iowa Department of Education and/or a license as issued by the Iowa Board of Educational Examiners and/or Iowa Board of Nursing.

SECTION 4: EMPLOYEE WORK YEAR

A. Work Year

1. Regular Contract
The in-school work year for employees is one hundred eighty-five (185) days set pursuant to the district's school calendar, exclusive of extended contract days.
2. Extended Contract
The in-school work year of employees contracted on a twelve-(12) month basis shall not exceed two hundred thirty-five (235) days. Contracts with extended days beyond the one hundred eighty-five (185) days shall be as arranged by the

administrator with equal consideration given to both the needs of the school district and the employee.

3. **Definition of In-School Work Year**
The in-school work year shall include days when pupils are in attendance, in-service days, and any other days on which employee attendance is required within the one hundred eighty-five (185) day regular contract.
4. **Non-Attendance**
Employee attendance shall not be required whenever student attendance in a given building or system wide is not required due to inclement weather or the loss of essential utilities. In the event of a late start due to inclement weather or loss of essential utilities, employee attendance shall be required 1/2 hour prior to the announced student start time.
5. **Holidays**
If the extended contract of any employee is in excess of fifteen calendar (15) days and such employee is scheduled to work during the week of Independence Day Holiday, it shall include one (1) paid holiday. This day is to be Independence Day Holiday. No employee shall be required to perform duties on the above holiday whether it is a paid or an unpaid holiday. The holidays in the school calendars are unpaid holidays for regular school year contracted employees. No employee shall be required to perform duties on any of the holidays and vacations in the school calendars below. Employees with supplemental assignments and/or contracts that may require summer and other vacation commitments are excluded from this limitation.
6. On PLC days, staff will meet until 4:00 p.m.

SECTION 5: EMPLOYEE HOURS AND LOAD

A. Workday

1. The normal workday of all regular (non-extended contract) employees shall consist of eight (8) hours and shall start no sooner than 7:30 a.m. and end no later than 3:45 p.m, except on PLC Wednesday that end at 4:00 pm.
2. On Fridays and the day before all holidays specified in the school calendar, regular (non-extended contract) employees may leave five (5) minutes after the last bus leaves the building.
3. Building supervision will be assigned by administrators as needed.

B. Schedule

1. **Lunch Periods**
Employees shall have a daily, uninterrupted, duty-free lunch period of at least thirty (30) minutes. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.
2. **Prep Time**
 - a. All employees shall, in addition to their lunch period, have daily prep time of not less than thirty (30) minutes, during which they shall not be

assigned to any other duties. Employees needing to leave the building during prep time, need to check out with building administrator for safety reasons.

- b. The practice of using an employee as a substitute is undesirable. In those cases where regular substitutes are not available, employees may be assigned such duty and paid at the rate of \$25 per hour.

C. Meetings

1. Faculty

Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings two (2) days per month. Such meetings shall not exceed sixty (60) minutes. If additional meetings are needed, administrators shall develop mutually acceptable methods of providing comparable release time for employees outside the student instructional day. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school, except in emergency circumstances.

2. Other

Each employee may be required to attend up to three (3) afternoon or evening meetings each year as a regular duty within the terms and conditions of their annual employment. Such meetings shall be limited to Parent-Teacher Association meetings or other groups and committees concerned with school-community problems or activities.

SECTION 6: SENIORITY PROVISIONS

A. Definition

Seniority shall be defined as the length of continuous employment in years or in parts thereof from the last day of hire as an employee of the Keokuk Community School District. Employee shall be defined as outlined in this Employee Handbook.

In those cases where employees have the same number of years of service, the date the initial contract of employment was signed by the employee shall govern seniority. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this Employee Handbook shall be determined by chance as conducted by the Administration.

Part-time employees shall have their seniority determined by a sum of the partial annual contracts under which they have been employed since their last date of hire.

An involuntary loss of employment due to staff reduction shall not be considered a break in continuous employment if recalled within the time limits outlined in this Employee Handbook. Approved leaves provided for under this Employee Handbook shall not be considered a break in continuous employment.

Any employee that voluntarily resigns shall forfeit all rights to seniority. Upon re-employment an employee shall begin accruing seniority from the date the contract of re-employment is signed by the employee.

Not later than November 1 of each school year, the Superintendent or his/her designee shall provide all employees covered by this Employee Handbook with a list showing the name of each employee, the last date of hire, and current assignment. In addition, a copy of such list shall be clearly posted in each school office and faculty lounge by such date. Employees shall be granted thirty (30) calendar days to verify and/or correct this information.

SECTION 7: REDUCTION OR REALIGNMENT OF STAFF

A. Procedure for Layoff

When, in the sole, exclusive and final judgment of the District, decline in enrollment, reduction of program or any other reason requires reduction in staff, this reduction will be accomplished in accordance with the following procedures:

The District will first attempt to accomplish the necessary reduction by attrition in the position(s) which is to be reduced. If there is no attrition in the position(s) to be reduced, but attrition in another position(s), the employer will then attempt to accomplish the necessary staff reduction by reassignment of the professional employee(s) in the position(s) to be reduced and other professional employees as may be required. Such reassignment will be made only when in the judgment of the District, it will have no adverse effect on the quality of the educational program in the District.

When necessary staff reduction cannot be accomplished by attrition or attrition and reassignment, as described above, the District will next base the decision regarding the employee(s) to be reduced on the specific needs of the District. An employee(s) who is adjudged by the District to meet a specific need of the District will be retained over an employee(s) who is adjudged to meet no specific need of the District.

If a choice must be made between two or more professional employees, both of whom either meet a specific need of the District or do not meet a specific need of the District, the employer will next consider the relative skill, ability, competence, certification, qualifications, and/or experience of these professional employees relative to available work. An employee(s) adjudged by the District to have the greater skill, ability, competence, certification, qualification, and/or experience will be retained over an employee(s) adjudged to have lesser skill, ability, competence, certification, qualifications, and/or experience.

If a choice must be made between two or more professional employees, both of whom either meet a specific need of the District or do not meet a specific need of the District

and who are adjudged to be equal in skill, ability, competence, certification, qualifications, and/or experience, the employee(s) with the greater seniority, as defined in this Employee Handbook, will be retained.

B. Notification for Layoff

Upon determining that a reduction of staff if necessary and the areas and/or programs to be affected, the Board will so notify the employees to be reduced in writing, stating the reasons for the reduction.

C. Procedure for Recall

1. Employees laid off under this Section shall retain recall rights for a period of twenty-four months from the layoff date, which shall be considered to be June 15 of the year within which the employee's contract is terminated.
2. Professional employees will be recalled to positions for which they are certified and qualified in reverse order of their reduction/layoff.
3. Upon recall to a full-time position, any full-time employee who refuses to accept said recall forfeits any recall rights and shall be removed from the recall list.
Upon recall to less than a full-time position, any full-time employee laid off shall have the right to refuse that assignment. Non-acceptance of that assignment shall not waive the laid off employee's recall rights or placement on the seniority list.
4. Upon the employee's return to active employment following a recall, all benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee.

D. Notification for Recall

Notice of recall shall be given by certified mail to the employee's last known address the District has in the employee's record. If an employee fails to respond within fifteen (15) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

SECTION 8: TRANSFERS

A. Voluntary Transfers

1. Definitions
 - a. A voluntary transfer is the voluntary movement of an employee from one assignment to another assignment.
 - b. An assignment includes an assignment to a building, grade level, or subject area.
2. Notification of Vacancies
 - a. A vacant position ("a vacancy") exists when a current position becomes available because of death, retirement, resignation, transfer, or termination of an employee, or when the District creates a new position.
 - b. A position will be considered vacant upon the District posting the position. The District can, at any time, retract a posting without placing an employee in the position, if the District determines the position is no longer required based upon the best interests of the District.

- c. Upon knowledge of any vacancies, either immediate or for the upcoming year, the District shall post the vacant position on the District's email news. Such notice will be posted as far in advance as possible, but at least five (5) school days before the final date when applications must be submitted. The qualifications for the position and its duties shall be clearly set forth in the notice.
3. Request for Voluntary Transfer
 - a. Employees who are 0.5 FTE or greater and desire a voluntary transfer must apply for the transfer through Teach Iowa. Such statement shall include the building, grade, and/or subject to which the employee desires to be transferred, in order of preference; summary of teaching experience (both within and outside the district); certification; and reasons for requesting the transfer.
 - b. In the summer months, any employees who are 0.5 FTE or greater and desire consideration for vacancies posted during the summer break should follow the same procedures as provided for vacancies that exist during the school year.
 - c. Requests for voluntary transfer will be received until the closing of the business office on the final day of posting.
 - d. An employee who has been voluntarily transferred shall not request another voluntary transfer for at least two (2) years following the date of transfer. An employee may transfer out of the position early with the approval of the Superintendent or his/her designee.
 4. Criteria for Voluntary Transfer

In making a determination regarding whether to grant a request for a voluntary transfer or not, the District shall consider the needs of the District, the applicant's certification, educational preparation and experience, and the relative skill, ability, competence and qualifications of the applicant. An employee(s) adjudged by the District to have the greater skill, ability, competence, certifications, qualifications, and experience will be given preferential consideration for the vacancy over an employee(s) adjudged to have lesser skill, ability, competence, certification, qualifications, and experience. If a choice must be made between two or more professional employees who are adjudged to have equal skill, ability, competence, certification, qualifications, and experience, the employee with the greater seniority, as defined in this Employee Handbook, will be granted the request for a voluntary transfer.

B. Involuntary Transfers

1. Definitions
 - a. An involuntary transfer is the movement of an employee from one assignment to another assignment as determined and directed by the District.
 - b. An assignment includes an assignment to a building, grade level, or subject area.
2. Notification of Involuntary Transfer

- a. The District shall provide notice of an involuntary transfer to an employee ten (10) school days prior to the transfer or, if school is not in session, ten (10) business days prior to the start of the school year. The employee may waive this ten (10) day period.
 - b. The District's notification of an involuntary transfer shall include written reasons for the involuntary transfer.
 - c. After receiving a notification of an involuntary transfer, the employee may request a voluntary transfer to any vacant position within the District. The voluntary transfer procedures outlined in this Employee Handbook will control any such request.
3. **Criteria for Involuntary Transfer**
In making a determination regarding an involuntary transfer, the District may consider the needs of the District, the affected employee(s)' certification(s), educational preparation and experience, and the relative skill, ability, competence and qualifications of the employee(s). If a choice must be made between two or more professional employees who are adjudged to have equal skill, ability, competence, certification, qualifications, and experience, the employee with the least seniority, as defined in this Employee Handbook, will be subject to the involuntary transfer.

SECTION 9: SICK LEAVE

A. Definition

Sick leave shall be defined as a leave of absence for medically related disability with full pay.

B. Accumulative Benefits

All employees under continuing contract shall be granted leave for personal illness or injury in the amount of 15 days annually.

Employees on part-time or partial year contract shall earn sick leave days at a fractional rate equivalent to their part-time or partial year contract.

Said leave shall be available to an employee as of the first official day of said school year regardless of whether the employee reports for duty on that day.

Unused sick leave days shall be accumulated from year to year to a maximum of one hundred twenty (120) days.

When an employee is separated from Keokuk Community School District, he or she forfeits all unused sick leave.

C. Extended Leave

An employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, can request a leave of absence without pay for the duration of the remaining current contract year. Such leave can be requested for renewal for one (1) contract year immediately following the initial request, if the initial request is approved. The granting of all extended leave is at the sole discretion of the Superintendent or his/her designee. An employee shall maintain the same position on the salary schedule and retain sick leave accumulation and other earned benefits during the extended leave. An employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the extended leave. When the employee returns from said extended leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District.

D. Immediate Family Illness

Employees shall be granted ten (10) days per year of immediate family illness leave for illness, hospitalization, or surgery of an immediate family member, defined as the spouse, the children, and/or the parents, of the employee and/or the employee's spouse. This leave is deducted from the employee's accumulated sick leave. The granting of all immediate family illness leave is at the sole discretion of the Superintendent or his/her designee. The District may require proof of the immediate family member's illness, hospitalization, or surgery.

E. Verification

The District has the right to seek verification of all use of sick leave. In addition, the District may require a statement from the employee's physician for absences of three (3) or more consecutive days or absences for multiple usage for the same illness.

SECTION 10: SICK LEAVE BONUS

Any employee who takes 0 or 1 sick days between July 1st and December 31st, is entitled to a \$250 bonus payable on March 1st. Any employee who misses 2 days during that time period is entitled to a \$100 bonus, payable on March 1st. Any employee who takes 0 or 1 sick days between January 1st and June 30th is entitled to a \$250 bonus payable on September 1st. Any employee who misses 2 days during that time period is entitled to a \$100 bonus, payable on September 1st. This bonus will not be affected by the use of personal or professional days.

SECTION 11: TEMPORARY LEAVES OF ABSENCE

A. Definitions

1. A temporary leave of absence is a temporary, non-accumulative leave of absence with full pay that is available to an employee as of the first official day of said school year regardless of whether the employee reports for duty on that day

B. Personal Leave

1. Annual Benefit

At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal business. A personal day may be used for any purpose at the discretion of the employee. A personal day may not be taken during a professional development ("PD") day or during parent/teacher conferences. An employee planning to use a personal leave day(s) shall notify his/her principal at least two (2) days in advance, except in cases of emergency. When five (5) such leaves on a given day have been recorded, the administration may deny all further requests for personal leave. Such leaves shall be granted on a first come, first served basis.

2. Up to two unused personal days may be carried over to the next year, with no more than five days accumulating. Any days not used or carried over will not be paid out.
3. Unpaid leave days, beyond allotted personal days will not be granted.

C. Jury and Legal Leave

1. Jury Leave

Any employee called for jury duty during school hours shall be provided such leave as is necessary. Any fees or remuneration the employee receives during such leave above actual expenses shall be turned over to the Keokuk Community School District.

2. Legal Leave

Any employee who is required by subpoena to appear in any judicial or administrative proceeding shall be provided such leave as is necessary, not to exceed five (5) days per year. This leave is not available if the employee is named as a party in the legal proceeding. Any fees or remuneration the employee receives during such leave above actual expenses shall be turned over to the Keokuk Community School District.

D. Association Leave

At the beginning of every school year, a total of up to thirty (30) days shall be available to the KEA for representatives of the Association to attend conferences and conventions or other activities of the local, state and national affiliated organizations. Such leave cannot be used for any political purpose. There will be no carry over of unused Association days. The Association shall pay for any substitute.

E. Professional Leave

1. Annual Benefit

At the beginning of every school year, each employee shall be credited with a maximum of four (4) days to be used for the employee to attend professional conferences. Employees may, at the sole discretion of administration, be credited with more than four (4) days to be used for the employee to attend professional conferences. Professional leave days shall be used for educational purposes to attend professional conferences at the discretion of and approved by the principal.

2. **Other Expenses**

The Board agrees to provide the necessary and reasonable funds for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as cost of the substitute if required. District vehicles should be used, if available. If no school vehicles are available, then mileage shall be reimbursed if approved at the District Office prior to the travel at the current rate per mile stated in Board policy. A maximum of thirty dollars (\$30) per full day meal allowance shall be provided. Expenses submitted for reimbursement will be done with a Travel Reimbursement form, including all itemized receipts for reimbursement. That form is to be approved by the employee's principal and the Central Office designee. Receipts that are not itemized will not be reimbursed.

F. Funeral Leave

At the beginning of every school year, each employee shall be credited with the following funeral leave:

- (a) Up to five (5) days per year for a funeral for the employee's immediate family (defined as the employee's spouse, children or parents);
- (b) Up to two (2) days per year for a funeral for the employee's extended family (defined as the grandchildren, grandparents, and siblings of employee and/or employee's spouse). A third day may be given with the superintendent's approval, with the day coming out of the employee's accumulated sick leave.
- (c) One (1) day per year for any other person's funeral.
- (d) There shall be no more than 5 funeral days taken in a year for any employee unless permission is granted by the superintendent.

G. Parental Leave

At the beginning of every school year, each employee shall be credited with three (3) days to be used for parental leave, which may be used at the time of the birth of a child or the adoption of a child into the immediate family. Such days shall be limited to the day of labor and/or delivery and the day the mother and/or child are released from the hospital and/or for other good causes. Such leave will be deducted from the employee's accumulated sick leave.

SECTION 12: EXTENDED LEAVES OF ABSENCE

A. Military Leave

An employee shall be granted a leave of absence for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave. On completion of such military service, the employee shall be entitled to resume employment without loss of salary or benefits that would have been received had such leave not been taken. An employee whose military service exceeds a continuous period of six (6) months shall make application for reinstatement to the Superintendent or his/her designee and return to employment within ninety (90) days after termination of such military service.

B. Educational Improvement Leave

An employee may be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in study at an accredited college or university in a program reasonably related to the employee's professional responsibilities. An employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the leave. When the employee returns from said leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District. When the employee returns from said leave, he/she shall receive an appropriate salary, considering the employee's actual service and improved educational attainment. The employee shall maintain the same benefits as the employee would have been awarded had the employee taught in the District during such leave and retain earned sick leave accumulation.

C. Sabbatical Leave

1. Leave Benefit

An employee who has completed at least seven (7) full school years of service at the Keokuk Community School District may be granted a leave of absence without pay for up to one (1) year for study, including study in another area of specialization; for travel; or for reasons of value to the school system. An employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the leave.

2. Requests for Leave

An employee requesting sabbatical leave shall submit said request to the Superintendent or his/her designee no later than January 1 of the school year preceding the school year for which the leave is requested. Any action by the Board must be taken no later than March 1 of the school year preceding the school year for which the leave is requested.

3. Remuneration

During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.

4. Return to Work

When the employee returns from said leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District. When the employee returns from said leave, he/she shall receive an appropriate salary, considering the employee's actual service and improved educational attainment. The employee shall maintain the same benefits as the employee would have been awarded had the employee taught in the District during such leave and retain earned sick leave accumulation.

D. Good Cause Leave without Pay

An employee may be granted a leave of absence without pay for any good cause authorized by the Superintendent or his/her designee. Such leave may be granted for purposes which the Superintendent or his/her designee considers necessary and/or appropriate. The employee shall apply for such leave in advance whenever possible. An

employee may be required to pay his/her share of health insurance benefits and to reimburse the District for the District's share of health insurance benefits during the leave. When the employee returns from said leave, he/she shall be placed in any open position for which the employee is qualified, as determined by the District.

E. Family Medical Leave Act

In Accordance with the Family Medical Leave Act (FMLA) eligible employees may take up to twelve (12) work weeks of unpaid, job-protected, leave in any contract year for certain medical and/or family medical related reasons. The District may require the employee to run concurrently paid leave with unpaid FMLA leave. Employees are eligible if they have been employed for at least twelve months and have worked a minimum of 1,250 hours over the last twelve (12) months. The FMLA will be ran in accordance with the Board Policy. Contact Human Resources Department if you have questions regarding FMLA.

SECTION 13: LEAVE OF ABSENCE PROCEDURES

A. Application of Leave Procedures

Any leave procedures outlined in this Section shall apply to any leaves outlined in any Section of this Employee Handbook.

B. Requests for Leave

1. Employees with foreseeable leaves of absence shall complete a Leave Request Form provided by the District prior to such leaves of absence.
2. Employees with unforeseeable leaves of absence, except for daily sick leave usage, shall complete a Leave Request Form provided by the District as soon as possible after learning of the need for the leave.
3. Employees shall notify the Superintendent or his/her designee of leave cancellations. Except in emergencies, such notifications shall occur at least twenty-four (24) hours prior to the scheduled leave of absence.

Procedure Title: Leave Procedures

Board Policy controls all absences of school district employees. The procedures below defines and explains the process by which all employees obtain official approval for any and all absences.

The process begins with the immediate supervisor with final approval by the superintendent or designee except for personal illness or family illness which begins with the call to the sick leave recorder.

The categories of employees and the title of their immediate supervisor for leave purposes are listed below:

EMPLOYEE CATEGORY SUPERVISOR'S TITLE

Teacher Associates.....	Principal(s)
Assistant Principals.....	Principal
Cafeteria Employees.....	Cafeteria Mgr./Food Service Supervisor
Central Office.....	Superintendent
Custodial Employees.....	Principal (school year)/Maintenance & Custodial Supervisor (summer)
Maintenance Employees.....	Maintenance & Custodial Supervisor
Principals.....	Superintendent
Secretaries and Clerks.....	Principal
Superintendent.....	President of the Board of Education or Central Office Administrator
Supervisors/Directors.....	Superintendent
Teachers.....	Principal(s)
Transportation Employees.....	Transportation Supervisor

1. All employees are to utilize the District leave request forms to apply for all leaves except sick leave which is explained below. Such leave requests are submitted first to the employee's immediate supervisor.
2. An immediate supervisor's signature only indicates awareness of a leave application. The supervisor may state an opinion concerning the validity of the request, but the opinion does not bind the school district or that supervisor to final approval or disapproval.
3. Leaves may be taken in one-eighth (1/8) day increments outside the student day (days and times when students are not in school) and within the student day if no substitute is required (at the administrator's discretion) and in one-fourth (1/4) day increments within the student day including PLC times. Leaves occurring during previously unscheduled early release or late start days will not be adjusted. They will be adjusted if school is canceled.
4. The deduction of a day's wages from the employee's monthly pay check shall be the district's control over unauthorized leaves or improper use of leave procedures, but multiple unauthorized leaves or unpaid leaves could result in suspension and/or termination.
5. Employees shall notify the Central Office of leave cancellations. Except in emergencies, such notification shall occur at least twenty-four (24) hours prior to the scheduled leaves of absence.
6. Minor illness that requires sick leave can only be granted to employees that request such leave through the telephone recorder by 6:30 a.m. and by using the following procedure:
 - A. Call in at 524-1402
 - B. Immediately upon hearing the automated attendant, press 6
 - C. Record your message including your name, building, grade level, reason for your absence, where lesson plans are located, if a substitute is required, and substitute preference if you have one. Traveling teachers should indicate the starting building.

7. Illness occurring after 6:30 a.m. or during the workday must be reported by contacting the immediate supervisor who then contacts the Central Office. Child illness leaves are requested in the same manner as listed above.

8. Major illness which is classified as illness, hospitalization or temporary disability that can be anticipated or that is of five (5) workdays or more in duration requires the filing of a leave request supported by the statement(s) of one or more physicians. The physician's statement must indicate not only that the employee is unable to work until the date indicated, but that the employee will be able to assume their full and complete duties after the indicated date. The physician's statement is crucial to the granting of the leave. The employee must contact their immediate supervisor in this case. The employee will be required to submit a release from their doctor before returning to work.

9. Leave requiring financial reimbursement by the school district shall be subject to the following conditions:

- a) The administrator is responsible for the allocation of funds within the school or department travel account.
- b) A purchase order must be generated and attached to the leave request if the District is to pre-pay expenses (20 days minimum must be allowed for processing).
- c) Staff members should complete a travel reimbursement form and have it approved by his or her immediate supervisor. When the travel code funds are exhausted, expense paid leave for the school or department must cease.
- d) The maximum amount allowed to be reimbursed for meals shall be \$30.00 per day – itemized receipts must be submitted with the travel invoice to the Central Office upon return from the leave. The form must be signed by the principal or supervisor for the employee to obtain reimbursement. A maximum estimated gas cost must be placed on the travel reimbursement even if a school vehicle is to be used.
- e) School vehicles are to be used for out-of-district travel. Employees may choose to use their personal vehicle but will not be reimbursed mileage.

SECTION 14: EMPLOYEE EVALUATION FOR THE IMPROVEMENT OF JOB PERFORMANCE AND INTENSIVE ASSISTANCE

A. Procedures for Evaluation

Employees shall be formally evaluated as per Iowa Code. Procedures for evaluation of employees covered by this Employee Handbook are outlined in the "Evaluation Handbook for Certified Personnel."

Each time an employee is evaluated, the employee shall initial the evaluation form and receive an initialed copy of said evaluation form for his/her own personal use. If an employee feels her/his evaluation is incomplete, inaccurate, or unjust, he/she may put her/his objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by the evaluator and the employee to indicate awareness of the content.

B. Procedures for Intensive Assistance

Employees may be placed on an Intensive Assistance Plan for the improvement of the employee's job performance at any time. Plan for Intensive Assistance are included in the appendix.

At the conclusion of an Intensive Assistance Plan, the District may make the following recommendations:

1. Evaluation for the Improvement of Job Performance - The employee will be notified his/her contract will remain in effect and he/she will be evaluated pursuant to the general employee evaluation procedures.
2. Transfer and Evaluation - The employee will be notified he/she will be involuntarily transferred to a position deemed more suitable. The employee shall remain under the Intensive Assistance Plan following the transfer.
3. Retention and Re-evaluation - The employee shall remain under the Intensive Assistance Plan for additional time.
4. Dismissal – The Superintendent shall recommend to the Board that the employee's contract be terminated.
5. The District may follow any other procedure provided for under state or federal law.

SECTION 15: SUPPLEMENTAL PAY

A. Extra-Curricular Activities and/or Extra Duty

1. Approved Activities
The extracurricular activities and/or extra duty listed in the Master Contract are official school sponsored activities. The Board has the authority to add any new activity to the extracurricular list.
2. Rate of Pay
All extracurricular activities and/or extra duty activities shall be compensated according to the rate of pay or other stipulations in the employee's individual contract(s) with the District and consistent with the Master Contract. Employee participation in extracurricular and/or extra duty activities shall be voluntary, but once an employee volunteer, resignation from the duty or activity shall be as prescribed by Iowa law.

3. **Extracurricular Activities Tickets**
Each employee shall be provided one (1) complimentary activity pass for the employee to use at Keokuk Senior High and Middle School extracurricular activities at no cost to the employee. Each employee who works a total of three (3) extracurricular activities without pay per year shall also be provided one (1) complimentary activity pass for the employee's spouse to use at Keokuk Senior High and Middle School extracurricular activities. Each employee who works a total of five (5) extracurricular activities without pay per year shall also be provided one (1) complimentary family activity pass for the employee's children to use at Keokuk Senior High and Middle School extracurricular activities.

SECTION 16: WAGES AND SALARIES

A. Base Wages

The salary of each employee covered by this Employee Handbook shall be compensated according to the rate of pay or other stipulations in the employee's individual contract(s) with the District.

B. Placement on Salary Schedule

1. **Applicability**
The provisions of this subsection apply if and only if the District utilizes a salary schedule.
2. **Credit for Experience**
The Superintendent or his/her designee shall have the sole discretion to determine the appropriate credit for teaching experience granted to any employee.
3. **Adjustment to Salary Schedule**
Any employee hired prior to the end of the first semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Advancement on Salary Schedule

1. **Applicability:** The provisions of this subsection apply if and only if the District utilizes a salary schedule.
2. **Increments:** Employees on the regular salary schedule shall be granted a maximum of one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Keokuk Community School District for ninety (90) consecutive teaching days or more in one school year. The District is not required to provide any increment or vertical steps on the schedule.

D. Educational Lanes

- a. Employees on the regular salary schedule who move from one educational lane to a higher educational lane on the schedule shall move to the

corresponding step on the higher lane unless they are moving from the top of one lane to a lane with more vertical steps. In those cases, the employee shall move up one vertical step higher than the previous year.

- b. Any employee desiring to advance an educational lane on the salary schedule must request approval by filing a written request with the Superintendent or his/her designee prior to March 1st of the previous year. The Superintendent or his/her designee shall have sole discretion to grant or deny a request for advancement of an educational lane on the salary schedule.
- c. An employee can request pre-approval for advancement of an educational lane on the salary schedule prior to obtaining credits by filing a written request with the Superintendent or his/her designee at least ninety (90) days prior to obtaining credits. The Superintendent or his/her designee shall have sole discretion to grant or deny a request for pre-approval of credits. Generally speaking, the Superintendent or his/her designee will only approve credits toward movement from one education lane to another from the BA lane through the MA+20 lane that are from an accredited entity pre-approved by the administration that include only graduate level courses in a master's program in either a field of education to assist in classroom instruction, in effective teaching, in technology or in a program pre-approved by the Superintendent or his/her designee.
- d. Upon successfully obtaining the credits, the employee shall file an official college transcript or grade report of additional graduate semester/quarter hours and/or continuing education units/staff development units with the Superintendent or his/her designee by either the following August 15th or January 15th. The pay increase will begin with the employee's next payment.

E. Career Increments

A career increment equal to ten percent (10%) of the base shall be provided the year following the qualifying period to each employee that has been at the maximum vertical step in his/her educational lane for one (1) year. Such career increment shall be in addition to the index factor on said step and such employee shall retain this increment each year thereafter.

E. Method of Payment

Each employee shall be paid in twelve (12) equal installments via direct deposit. Payment of wages for those employees will be the first of each month, starting September 1st, with the exception of the remainder of the contract paid out on June 30th.

F. Extra Assignments and Extended Contract Rate

All extra assignments and/or extended contracts shall be compensated according to the rate of pay or other stipulations in the employee's individual contract(s) with the District and consistent with the Master Contract, if applicable.

G. Loss of Pay

If an employee fails to perform any of his/her contractual obligations as defined by the employee's individual contract, the provisions of the Master Contract, or the provision of this Employee Handbook, the prorated amount shall be deducted from the employee's pay. The deduction of pay shall, at the discretion of the Board, be based upon either the per diem rate, or fraction or multiples thereof, or the percentage of the extra duty that was not performed.

SECTION 17: INSURANCE

A. Health and Dental Insurance

Each employee employed on a regular basis for thirty (30) hours or more per week shall be eligible for a health and dental program paid in part or in full by the Board.

1. Health Insurance
The District shall make available health insurance for the benefit of its eligible employees that is substantially similar to the health insurance made available the prior year. The District will pay 100% of the premium cost of single coverage for the district plan.
2. Dental Insurance
The District shall make available dental insurance for the benefit of its eligible employees that is substantially similar to the dental insurance made available the prior year. The District will pay 100% of the premium cost of single insurance, and the employee will be responsible for paying any additional premium cost for any level of coverage.
3. Dependent Coverage
Each employee eligible for single coverage may also purchase dependent coverage without evidence of insurability upon initial employment and when the group may reopen as defined by the then current carrier. If the spouse of an insured employee loses eligibility for other group insurance, such spouse may be provided dependent coverage without evidence of insurability provided application for such coverage is made within thirty (30) days of the loss of the other group insurance.
4. Health Insurance Purchase Option
Each employee eligible for health insurance shall be provided the health program paid for by the Board that meets the specifications listed above. In addition, each such employee shall be provided two hundred dollars (\$200) monthly. The employee shall then choose to apply such amount toward dependent insurance coverage less the District's share of IPERS or may elect to receive this amount as cash less all applicable withholdings and the District's share of FICA and IPERS.
5. The Board shall provide a Wellness Program for voluntary participation of employees and their eligible dependents, (covered by the District's medical plan).
 - a. YMCA Membership – The District will pay 75% of the cost of the membership and the participating employee shall pay 25% of the cost of the YMCA membership.
 - b. YMCA Activity Fees – A participating employee and his/her family may

participate in designated YMCA activities with the district paying 50% of the class fee and the employee paying 50% of the class fee.

- c. Any individual (employee and/or eligible dependent) participating in the Wellness Program offering a YMCA Membership shall utilize the YMCA Membership a minimum of twenty-four (24) times per year.
- d. If for any reason the facility and/or activities are not utilized this minimum number of times, it is understood the employee is on probation and the district will not be responsible for paying membership fees for the next year of enrolled membership. If the employee chooses to participate with a membership during the probation membership, then the number of required uses of twenty-four (24) must be met in order to be back to an eligible status. The employee must also show proof of the paid membership or sign up through the District during open enrollment paying the full price of the membership.

B. Disability Insurance

Each employee employed on a regular basis for thirty (30) hours or more per week shall be eligible for a long-term disability insurance program paid for by the Board.

C. Life Insurance

Each employee employed on a regular basis for thirty (30) hours or more per week shall be covered by a term life insurance program paid for by the Board.

D. Workers Compensation Insurance

Each employee covered by this Employee Handbook shall be covered by workers compensation insurance paid for by the Board.

E. Coverage Period

All insurance programs provided by the Board shall be provided on an annual basis defined as July 1 –June 30. Employees new to the District and otherwise eligible shall be provided single insurance coverage no later than one (1) month after initial employment. When necessary, premium payment in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

**SCHEDULE I
GRIEVANCE REPORT**

(Date Filed)

KEOKUK COMMUNITY SCHOOL DISTRICT

BUILDING _____

(Name of Aggrieved Person)

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

C. Relief Sought _____

(Signature) _____ (Date)

E. Disposition by Principal or Immediate

Supervisor _____

(Signature) _____ (Date)

(If additional space is needed, attach additional sheet(s).)

LEVEL III

A. _____
(Signature of Aggrieved Person) (Date Received by the District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

LEVEL IV

A. _____
(Signature of Aggrieved Person) (Date Received by the District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

LEVEL V

A. _____
(Signature of Aggrieved Person) (Date Received by the District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)