

**THE PLEASANT VALLEY
COMMUNITY SCHOOL
DISTRICT**

Professional Staff Handbook

2018 - 2019

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WELCOME

We educate children. Your work with the district is the most important variable in determining how well we accomplish this great responsibility.

It is important that you are familiar with these procedures, guidelines and expectations as this promotes the safe and effective operation that is necessary for us to achieve the outcomes we must for our students.

This handbook is a general source of information and may not include every possible situation that could arise. It is not intended, and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook are in conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.

DEFINITIONS

- "The district" means the Pleasant Valley Community School District.
- "Parent" also means "guardian" unless otherwise stated.
- An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated.
- "School grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses.
- "School facilities" includes school district buildings and vehicles.
- "School activities" means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

MISSION

**We will have the finest academic and extra-curricular programming in the state.
Not in some things, but in everything. Not for some students, but for every student.**

BELIEFS
(Board Policy 101)

The educational philosophy of the Pleasant Valley Community School District is supported by the following beliefs:

- We believe all individuals have the ability to learn.
- We believe a flexible, innovative, and superior quality educational process prepares students for success in a global society.
- We believe a major purpose of learning is to explore and develop one's abilities.
- We believe understanding, acceptance and respect of diversity and individuals is essential.
- We believe family involvement is important to student success.
- We believe learning begins at home, is nurtured by experiences at school, and broadened by the involvement of the community.
- We believe learning is a lifetime process that leads to productivity and self-fulfillment.
- We believe continuous improvement is essential to education.
- We believe a safe, healthy, disciplined environment at home and school is necessary for student success.
- We believe the education of students is our highest priority.
- We believe educational needs and decisions are best determined and made within the district.
- We believe high expectations are essential to achieve a superior quality education.

GOALS
(Board Policy 102)

It is the objective of the Pleasant Valley Community School District to produce students who are:

1. Self-directed learners who
 - accept and seek new challenges in learning.
 - identify purpose, define courses of action, and follow through with a plan.
 - apply prior knowledge and processes to construct new knowledge.
 - access and utilize information from a variety of sources.
2. Effective communicators who
 - express themselves clearly and concisely.
 - listen attentively, receive, interpret, and respond to communication.
3. Complex thinkers who
 - demonstrate creative thought.
 - construct meaning, solve problems, make and evaluate decisions using a variety of thinking strategies.
4. Quality producers who
 - evaluate and adjust work to reflect best effort.
 - persevere to create products which achieve intended purposes.
5. Responsible citizens who
 - demonstrate respect and concern for self and others.
 - assume responsibility for their own actions.
 - understand and participate in the democratic process.
 - demonstrate sensitivity to cultural and individual differences.
 - cooperate with others.

6. Collaborative contributors who
 - work with others, acknowledge and contribute ideas, suggestions, and effort.
 - demonstrate the qualities of positive leadership.

EQUAL OPPORTUNITY EMPLOYMENT

The district will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. The district does not discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, and socioeconomic status (for programs) in its educational programs and, personnel practices. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

Advertisements and notices for vacancies within the district will contain the following statement: *"The district is an EEO/AA employer."* The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, **Pleasant Valley Community School District, 525 Belmont Road, Bettendorf, IA 52722** or by phone at **563-332-5550**.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Equal Employment Opportunity Commission, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, 1-800-669-4000 or TTY 1-800-669-6820, www.eeoc.gov/field/milwaukee/index.cfm or the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, IA 50319, (800) 457-4416, www.state.ia.us/government/crc/index.html. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

ARTICLE I INTRODUCTION

The association and district will form a joint Interest Based Committee whose purpose shall be to review and make recommendations through the Interest Based Problem Solving process to the Board regarding condition of employment contained in the employee handbook. The Board shall approve the employee handbook on an annual basis. On/before April 15th of each year, this committee shall make recommendations to the Board regarding the content of the handbook that will go into effect the following July 1st.

Employees will have the opportunity to review the handbook prior to being asked to sign individual contracts for the successor school year.

Nothing contained in this Handbook shall prevent the District or the Board from making changes to this Handbook or Board policies at any time. The provisions of this Handbook are not mandatory, but are intended to be general sources of information for the benefit of the District and its employees.

ARTICLE II GRIEVANCE PROCEDURE

- 2.1 Definition - A "grievance" is a claim by an employee or the Association that there has been a violation, misapplication, or misinterpretation of any provisions of this Handbook.
- 2.2 Grievant - A "grievant" is the person or the Association filing the grievance.
- 2.3 Grievance Processing - It is agreed that any investigation or other handling or processing of any grievance by the grieving certified staff member 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 certified staff member or of the other certified staff.
- 2.4 The grievant may be represented at all levels of the grievance procedure by himself, or at his option, by a representative or representatives selected or approved by the Association. The appropriate immediate supervisor and/or the Superintendent also have the right to representation at all levels of the grievant procedure.
- 2.5 Procedure - Any grievance shall be processed in the following manner:

Level I. The grievant shall attempt to resolve the grievance informally, within 21 days of its occurrence or awareness, by informal discussion with the appropriate immediate supervisor. The appropriate immediate supervisor will reply orally to the grievant within 5 working days after discussion of the grievance.

Level II. If, after discussion with the grievant's appropriate immediate supervisor at Level I, the grievance is not settled and the grievant wishes to appeal the grievance to Level II, the grievant will reduce the grievance to writing and submit it to the appropriate immediate supervisor within five (5) working days after receipt of the appropriate immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. At this point, a Grievance Resolution Team (GRT) consisting of three members appointed by management, including the superintendent, and three members appointed by the association, including the association president, will be convened to attempt to resolve the grievance. One member from management and one member from the association will serve as the facilitator or recorder as agreed upon by the team. All members of the GRT will have been trained and be competent in the interest based problem solving process used in negotiations. The grievant and appropriate immediate supervisor will not be part of the GRT but they are expected to meet with the GRT when necessary in order to provide information and to otherwise assist the GRT in its efforts to secure a resolution of the grievance locally through an interest based problem solving process.

The GRT shall meet within 10 working days of receipt of the written grievance and shall issue a report within 20 working days of the team's first meeting. It is the purpose of this team to review the history and facts surrounding the grievance. The GRT will use this information and problem solving process to attempt to resolve the grievance. The GRT may utilize the critical friend from IBPS. The GRT will make a recommendation of resolution or report a lack of consensus in writing to the association president and superintendent within five working days of the final meeting of the GRT. The written report shall also include a copy of the written grievance, history, facts, and

documentation reviewed by the GRT. This report, if there is consensus, shall be the response to the written level II grievance to the grievant and the appropriate immediate supervisor. If there is not consensus, the supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written report from the GRT.

Should a grievance proceed to a Board Hearing, the written report of the GRT will be submitted as a joint stipulation. If an Association or District member of the GRT provides testimony in a subsequent grievance hearing, no testimony will be provided regarding offers of settlement or options for resolution of the grievance that were developed during the GRT step of the grievance procedure.

Prior to convening of a GRT for those grievances arising from Article 6.2 (Employee Rights) or Article III (Certified Staff Evaluation Procedures), the grievant and involved supervisor(s) must each complete their own interest based level II waiver which affirms the following to the Association and District:

- a. That the grievant and involved supervisor(s) voluntarily elect to submit the grievance to the GRT Process;
- b. That participation by the grievant and involved supervisor(s) in the GRT Process will not give rise to any claims whatsoever by the grievant or the involved supervisor(s) against the participants in the process, including the Association and the Association's representatives as well as the District and the District's representatives. It is understood that lack of consensus by the GRT will result in a written answer by the grievant's appropriate supervisor and that said written answer may be appealed to a Board Hearing by the grievant. Also, a decision of a grievant and/or involved supervisor(s) not to utilize the GRT for an 6.2 or Article III grievance will necessitate a written answer to the grievance by the appropriate immediate supervisor within (5) working days of when the grievant submitted the grievance in writing in accordance with timelines set forth in Level II. The supervisor's written answer in this instance could also be appealed to a Board Hearing.

Level III. Grievances not settled at Level II of the grievance procedure may be appealed to a Board Hearing by the Association by written notice of a request for, submitted to the Board President, within ten (10) working days of receipt of the GRT report in Level II. Within five (5) school days of receipt of such request, a hearing shall be scheduled to hear the grievance within 15 days. After the Board hears such evidence the parties desire to present, shall render a written opinion and award. The decision of the Board shall, be final and binding upon the parties. Upon mutual agreement of the Employer and the Association, grievances involving similar facts, issues, and contract provisions shall be consolidated for hearing and determination.

- 2.6 The failure of any employee, or the Association or its representatives to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representatives to answer the grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further, any such time limits may be extended by mutual agreement.
- 2.7 No reprisals - No reprisals of any nature shall be taken by the Board of Education or school administration against any grievant or his representatives because of their participation in the grievance procedure.

ARTICLE III
CERTIFIED STAFF EVALUATION PROCEDURES

- 3.1 Administrative Evaluation Procedures - The administrative staff shall continuously evaluate the services of professional personnel according to the Iowa Teaching Standards and Criteria. Evaluations shall be submitted in writing to the Superintendent of Schools in such manner and at such times as may be determined by the Board of Directors and the Superintendent of Schools. Probationary employees will be formally observed at least twice every year culminating with a summative evaluation at the conclusion of the probationary period. Non-probationary employees will be formally observed and evaluated at least once every three years.
- 3.2 Within three (3) weeks after the beginning of the school term, the principal and/or a member of the administrative staff shall advise each certified staff member of the evaluation procedures and instruments to be used. As part of this orientation, the principal and/or a member of the administrative staff shall inform each employee of the administrator(s) who will do their observations. No formal evaluation shall take place until such orientation has been given. If a certified staff member is employed to begin work after the start of the school term, the three weeks referred to in the first line of this paragraph shall commence on the first day of employment.
- 3.3 A formal observation will be at least twenty (20) minutes in length. The administrator will have a conference with the certified staff member following each formal observation within ten (10) school days of the observation. The administrator will complete the Professional Pathways Observation Feedback form and communicate in writing any suggestions for improvement following each formal observation.
- 3.4 For probationary employees, there shall be a minimum of two formal observations made before the completion of the summative evaluation. For non-probationary employees, there shall be a minimum of one formal observation before the completion of the performance review. The administrator shall provide a copy of the observation feedback form and notice of the date and time of the conference at least two (2) working days prior to the conference.
- 3.5 The summative evaluation or performance review conference must be completed by May 1. If the employee disagrees with any aspect of the summative evaluation or performance review, the employee may submit a written reaction within five (5) school days of receipt of the summative evaluation or performance review. The written reaction shall be attached to the file copy of the summative evaluation or performance review in question. Both parties must sign the summative evaluation or performance review and reaction.

A non-probationary certified staff member shall have the right to grieve all evaluations. Any grievance to an evaluation after a recommendation for termination has been made shall not be processed. Probationary certified staff members within their first two years of working or probationary certified staff members new to the district from outside the state of Iowa may not grieve evaluation language related to job performance or retention. If a beginning certified staff member is not recommended for licensure that certified staff member may appeal to an adjudicator.

- 3.6 Formal and informal observations by the evaluator and collection of evidence by the certified staff member and evaluator to demonstrate attainment of the Iowa Teaching Standards shall be used to complete the summative evaluation or performance review.
- 3.7 After a formal observation or feedback conference has taken place in which specific suggestions for improvement were made, no additional formal observation may normally take place for five (5) school days.

- 3.8 This district's evaluation process includes a formal assistance plan designed to assist Professional Pathways II certified staff members whose job performance is not meeting district expectations or lacks consistency relative to the Iowa Teaching Standards. The plan is comprised of an Awareness Phase and an Intensive Assistance Phase.

If an evaluator's observation (formal or informal) of any staff member indicates a performance problem related to district expectations in the context of the Iowa Teaching Standards and Criteria, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the Awareness Phase of the Assistance Plan. The staff member may request a representative to attend the meeting. A third party resource may also be invited to attend this meeting if this is acceptable to both the staff member and the evaluator. During this meeting, the evaluator will convey to the staff member, the specific behaviors that do not meet the district's expectations in the context of the Iowa Teaching Standards and Criteria. The evaluator and the staff member, together, will then complete the Professional Pathways Awareness Assistance Plan. The length of the Awareness Phase shall be no less than one month and no more than three months. At the conclusion of this phase of the Professional Pathways Assistance Plan, the administrator shall make one of the following decisions: a) Return the staff member to Professional Pathways II; b) Retain the staff member in the Awareness Phase for a single additional period of one to three months; c) Move the staff member into the Intensive Assistance Phase. At the conclusion of a successful awareness assistance phase, the written awareness assistance plan will be destroyed.

If, in the judgment of the administrator, the Awareness Phase does not result in a staff member's satisfactory and timely progress toward meeting the Iowa Teaching Standards and Criteria, the administrator will communicate in writing that the staff member is to be placed into the Intensive Assistance Phase. The Intensive Assistance Phase will begin with a formal meeting between the administrator and the staff member. The staff member may request a representative to attend the meeting. The administrator may also request the presence of a third party. During this meeting, the administrator will convey to the staff member, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and Criteria and will review jointly collected documentation supporting this conclusion. Also during this meeting, the staff member and the evaluator will develop an Intensive Assistance Plan. With the agreement of the staff member or at the request of the staff member, the Intensive Assistance Plan may call for the creation of an Intensive Assistance Team with members who have experience or expertise in the performance area(s) in which the staff member is in need of improvement. The Intensive Assistance Team will be comprised of three members: one chosen by the staff member, one by the administrator, and the third with the mutual consent of both parties. The length of the Intensive Assistance Plan may not be for less than three regular school session months nor for more than six regular school session months. The Intensive Assistance Plan may be extended for up to one additional year upon the recommendation of the administrator. With a recommended extension, an updated or modified Intensive Assistance Plan will be written. After the Intensive Assistance Plan has been completed, if the problem is resolved, the staff member will be removed from the Intensive Assistance Plan. If the problem is not resolved, actions will be taken by the district to move toward a recommendation for non-renewal of contract. Intensive Assistance plans will be placed in the employee's personnel file.

- 3.9 Employees shall have the right during their non-working time to review and reproduce the contents of their personnel file, excluding confidential job recommendations. An employee's personnel file(s) shall be available for the employee's inspection. A representative of the Association, at the employee's request, may accompany the employee in this review. The employee shall have the right to respond to all materials contained in his/her file, which responses shall become a part of his/her file. Copies of any materials, excluding confidential job recommendations, physical reports, absenteeism reports, contract and addendum's, which are placed in his/her personnel file are to be promptly provided to the employee.

- 3.10 Individuals in a 7-12 head coaching position will be evaluated at least once each year. Individuals in 7-12 assistant coaching positions will be evaluated at least once every two years. The athletic director will inform all coaches of the sport(s) they will be evaluated in by September 15. (Exception: coaches hired during the school year.) The evaluation process must be concluded with a conference within two (2) weeks after the last competition in the last assignment.

ARTICLE IV LAYOFF PROCEDURES

- 4.1 For the purpose of this Article, seniority shall be defined as the number of years of continuous service in the Pleasant Valley Community School District. Extended leaves taken after the 1976-77 school year shall not be counted for seniority purposes, with the exception of military leaves.
- 4.2 Employees shall be classified as follows:
- Pre K-12 (Art, Wellness/Health, Instrumental Music, Vocal Music, Teacher Librarian, Guidance, Nurse, Special Education, ELP, Elementary Science and Remedial Reading)
- Pre K-6th Grade
- 7-12 (by Department)
- 4.3 Layoffs shall be made from each classification. The employee with the least seniority within the classification will be laid off first with the following exceptions:
- a. An employee with greater cumulative experience in two or more classifications/departments will have seniority over an employee with experience in one classification/department, even if that employee's experience in that classification/department is greater than the employee with lesser classification/department seniority, but greater cumulative seniority.
 - b. An employee's seniority is negated should they not have the current and proper certification for the assignment open as a result of a reduction in force. After five (5) years of not teaching in a classification/department, the seniority for that classification/department will zero out and be assigned to their current classification/department.
 - c. These exceptions only apply to layoff procedures.
- (Note: Employees with experience in more than one classification/department will be noted in all areas of classification/department. These employees cumulative seniority will be noted as the last item on the seniority list.
- 4.4 One year of 1/2 time equals 1/2 year of seniority. Other fractions shall be treated in a like manner. If employees have equal seniority, then the determination of which employee will be laid off will be made by administrative evaluation.
- 4.5 Employees with temporary certification will be laid off before employees with permanent certification.

- 4.6 A list showing the names of employees who have been laid off or who have been recalled will be made available in the Superintendent's office and provided to the Association. The District shall also furnish a list of employees, by classification, with their respective seniority and endorsements. If any deviation is made from seniority, an explanation will be made upon request.
- 4.7 An employee who is notified that he/she is to be assigned to an open assignment or is to be assigned to replace a junior employee for the following school year through the operation of this Article must notify the Superintendent within 30 calendar days whether or not the change in assignment will be accepted. Failure to accept the change will be treated as a decision to resign.
- 4.8 Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement, shall have his/her seniority accumulated and re-established.
- 4.9 Any employee laid off pursuant to the policy shall have recall rights to any vacant position in reverse order of layoff in the classification in which he/she was laid off. In addition, laid off employees who become or are certified for other classifications beside the one in which they are laid off, shall be recalled to a vacant position provided that the employee notifies the Superintendent 60 days prior to a recall that he/she is so certified for and provided that no employee on layoff has recall rights to that classification. Recall rights are broken if the employee fails to keep his/her address known, or fails to respond to a recall notice within 14 days of receipt. Employees not recalled for a period of over two (2) school years shall lose their recall rights. The school year for purposes of this article begins on August 1.
- 4.10 Laid off part-time employees only have recall rights to a positive equivalent to their maximum time position in the district (i.e., 1/2 time to 1/2 time).
- 4.11 Laid off full-time employees may defer recall to a part-time position and maintain eligibility for a full-time position during the remainder of their recall period.

**ARTICLE V
LEAVE**

- 5.1 Public Office Leave - A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff, or a leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, or for the purpose of campaigning for, or serving in, a public office.

**ARTICLE VI
INSURANCE**

6.1 All full-time employees and those part-time employees working 30 or more hours per week are eligible for the following district-provided insurance benefits:

1. Single or family comprehensive major medical with Preferred Provider Organization (PPO) and applicable deductibles and out-of-pocket maximums. Deductibles of \$750/single and \$1,500/family and out-of-pocket maximums of \$2,250/single and \$4,500/family with an effective date of January 1, 2016. Prescription coinsurance percentage increased from 20% to 25% with an effective date of January 1, 2011. All benefits subject to the provisions outlined in the benefit certificate. Coverage for annual physical exams was added to the health insurance policy effective April 1, 2000.
2. Long-Term Disability insurance equivalent to that provided during the 1981-82 school year, except that coverage shall be increased from 60% to 66 2/3%.
3. \$25,000 Group Life Insurance beginning September 1, 1988.
4. Single or family dental insurance equivalent to Delta Dental Plan of Iowa I.
5. Single medical and dental insurance coverage will be paid by the District at 100% of the costs for its eligible employees except that there shall be a \$600.00 per month limit on the district contribution toward single insurance coverage. The employee shall be responsible for paying any amount over the \$600.00 district limit for single coverage (will be withheld from the employee's paycheck). Employees will pay ten percent (10%) of the family medical and dental rates (premium equivalent) with the District paying the other ninety percent (90%) except that there shall be a \$1,200.00 per month limit on the district contribution toward family insurance coverage. The employee shall be responsible for paying any amount over the \$1,200.00 district limit for family coverage (will be withheld from the employee's paycheck).

Rates will be set each year based on the criteria set forth in the Pleasant Valley Community School District Health Benefit Plan Reserve Policy (see the Memorandum of Understanding in Exhibit C of the Handbook).

6. In the event both an employee and the legal spouse of an employee are employed by the District and both are eligible for insurance benefits, the following provisions will apply:
 1. An employee and the legal spouse of an employee with no dependents will be provided separate single coverage policies according to Article 7.1.1 (medical) and Article 7.1.4 (dental).
 2. An employee and the legal spouse of an employee with dependents will be provided with one family coverage policy according to Article 7.1.1 (medical) and Article 7.1.4 (dental) with the exception that no employee contribution will be required under Article 7.1.5 (medical or dental).

6.2 The District is not responsible for limitations imposed by the carriers on insurance benefits due to the age of the employee.

6.3 Employees new to the District or returning from extended leave of absence shall begin comprehensive major medical insurance on September 1, or no later than one (1) month after initial employment or re-employment. Insurance coverage will run through August for all employees whose employment is not interrupted before the end of the school year.

6.4 Eligible employees on approved extended leave may elect continuing coverage at their expense.

- 6.5 All certified employees who work 20 hours or more per week are eligible to participate in the IRS Section 125 Flexible Benefits Plan as follows:
1. Pre-tax Premium.
 2. Medical Reimbursement Accounts. Maximum contribution of \$2,650.00. Effective January 1, 2018, per the Patient Protection and Affordable Care Act (PPACA).
 3. Dependent Care Reimbursement Account. Maximum contribution of \$5,000.00 (per family).

Enrollment is limited to one time per year prior to the January 1 anniversary date. Contributions to the Plan will be by payroll deduction as per Article 2.1 of the master contract.

ARTICLE VII TRANSFERS

- 7.1 Definition - The movement of an employee to a different assignment, i.e., to a different grade level, subject area, or building, shall be considered a transfer. Movement to an extra duty position shall not be considered a transfer. (Clarification: See Exhibit HB-E Transfer Procedure Flowchart)
- 7.2 Notification of Vacancies - The following procedure will be followed in filling vacant assignments. A vacant assignment will only exist when there is an open assignment which needs to be filled and to which no employee has seniority rights as provided in Article V.
- 7.21 Vacancies Posted - The Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. The Superintendent shall mail a sufficient number of notices of vacancies that occur during the summer to the Association for distribution to those employees who request such notices.
- 7.22 Filing Requests - Within five (5) days from the posting in 10.21, employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Employees who file a timely request for transfer will be granted an interview if certified for the position. Unsuccessful applicants will receive written notification of denial of the request for transfer.
- 7.3 Year-end Transfers - In the determination of requests for transfer to vacancies occurring at the end of the school year to be filled for the following school year, the wishes of the individual employee, if qualified, and if approved by the administration, will be honored on the following basis:
- 7.31 If more than one qualified employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of:
- 7.311 First preference shall be given to those whose positions have been eliminated.
 - 7.312 If two (2) or more applicants for a transfer satisfy criteria 1, or if no applicants satisfy criteria 1, then the determination shall be based on seniority.
 - 7.313 If two (2) or more applicants have equal seniority, then the determination shall be based on the number of graduate hours earned and recognized for credit on the salary schedule.

7.314 Successful service by any employee shall not be the basis for administrative denial or transfer.

7.315 No such request shall be denied arbitrarily, capriciously, or without basis in fact.

7.32 If an employee's request for such a transfer has been denied, a new request must be filed if the employee wishes to be considered for later transfer. A renewed or subsequent request for transfer for the school year following the school year for which the previous request had been denied, shall be granted under the conditions described above, unless there is not available position to which the employee can be transferred. An employee shall have the right to ask for a written explanation of why he/she was denied a transfer.

7.4 During School Year Transfers - Transfers to positions that become open during the school year will be granted at the discretion of the District.

7.5 Vacancies in summer employment shall be filled according to the provisions of Article X, Transfers.

7.6 An employee who has been transferred by the district to new job responsibilities may request, at a minimum, an annual review with the administration to discuss the status of the assignment.

INTEREST BASED LEVEL II WAIVER

The undersigned grievant and involved supervisor(s) hereby voluntarily exercise their right to utilize an Interest-Based Alternative Grievance Procedure (Hereafter "GRT Procedure") to attempt to resolve their dispute arising under Article 6.2 (Employee Rights) OR Article III (Certified Staff Evaluation Procedures) of the handbook. In addition to opting for the GRT Procedure, the undersigned parties state as follows:

1. I have voluntarily elected to submit this grievance to the GRT process.
2. My participation in this process will not give rise to any claims whatsoever against other participants in the process.
3. I understand that should "assistance from" the grievance resolution team fail to resolve this matter at Level II, the grievant may appeal the matter to a Board Hearing pursuant to Article III of the master contract, subject to the approval of Pleasant Valley Education Association.

Date

Supervisor

Grievant

Supervisor

MEMORANDUM OF UNDERSTANDING

Between

The Pleasant Valley Community School District
and
The Pleasant Valley Education Association

Pleasant Valley Community School District
Health Benefit Reserve Policy

The following policy is effective for the fiscal year beginning July 1, 2003 for the Medical Benefit Plan rates that become effective April 1, 2003 and the Dental Benefit Plan rates that become effective July 1, 2003.

The Pleasant Valley Community School District establishes this funding policy as a financial strategy for the orderly accumulation of assets in a fund so the Medical and Dental Benefit plans can meet obligations, provide protection for anticipated cost increases, and adhere to accounting policies and applicable governmental regulations.

Medical

The target reserve amount will be set at an amount equal to six (6) months of the estimated maximum annual plan year costs. As long as the reserve maintains the five (5) months cost level, the District will agree to use the expected annual claims total to establish rates for the medical plan. If both parties mutually agree, the medical plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the medical insurance plan.

Amounts in excess of the six (6) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the reserve fund balance not be sufficient to cover five (5) months of estimated maximum annual plan costs, the District's Medical Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the six (6) month level. This calculation will be done based on the reserve level January 31st of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning April 1.

Dental

The target reserve amount will be set at an amount equal to the two (2) months of the estimated maximum annual plan year costs. As long as the reserve maintains the one and one-half (1.5) months cost level, the District will agree to use the expected annual claims total to establish rates for the dental plan. If both parties mutually agree, the dental plan may be funded at a level greater than the expected claims level at any time it is deemed necessary for the financial stability of the dental insurance plan.

Amounts in excess of the two (2) months of estimated maximum annual plan year costs will be utilized for reductions of employee contributions to the plan costs. Should the dental reserve fund balance not be sufficient to cover one and one-half (1.5) months of estimated maximum annual dental plan costs, the District's Dental Benefit Plan will increase funding at a level greater than the expected claims, in order to reestablish the fund reserve to the two (2) month level. This calculation will be done based on the reserve level January 31st of each year and based on the maximum annual cost calculation by the Third Party Administrator for the forthcoming plan year beginning July 1.

Following the above guidelines, The District will place the entire excess (surplus), if any, of medical and dental benefit funding over the actual medical and dental insurance expenses for each fiscal year into the applicable medical or dental insurance reserve fund. It will be considered a permitted activity for surplus reserve funds to be utilized from the medical fund to assist the dental fund and surplus reserve funds from the dental fund to assist the medical fund for their respective funding rate.

Single medical and dental insurance coverage will continue to be paid by the District at 100% of the costs for its eligible employees. Employees will pay the following percentage of the family medical and dental rates (premium equivalent):

| | |
|-----|------------------------|
| 7% | 2003-04 Plan Year Rate |
| 8% | 2004-05 Plan Year Rate |
| 9% | 2005-06 Plan Year Rate |
| 10% | 2006-07 Plan Year Rate |

These employee contributions would be withheld from their paychecks. The employee contributions (and future rate changes) will begin with the first pay period within each employee's new contract year.

In the event that the District employs a husband and a wife and both are eligible for health benefits, the following provisions will apply:

A husband and wife with no dependents will be provided separate single coverage policies.

A husband and wife with dependents will be provided with one family coverage policy with the exception that no employee contribution will be required.

The status of the medical and dental insurance reserves will be shared on a regular basis during scheduled IBB meetings.

Signed this day, May 12, 2003.

Pleasant Valley Community School District

Pleasant Valley Education Association

James Spelhaug, Assistant Superintendent

Jean Rittmer, PVEA President

Mike Clingingsmith, Chief Financial Officer

Cathi Betts, PVEA Representative

Lynette Claeys, UniServ Director

**Pleasant Valley Community School District
Salary Supplements**

Additional Contract Day for Elementary Teachers and Nurses:

Beginning with the 2012-13 school year, an additional contract day was added to elementary teacher and nurse contracts. As the goal is increased collaboration time, this does not appear as a single day, but is flexibly scheduled, guided by these parameters:

1. This addition is structured as a pilot for a one or two year period, guided by these parameters versus amended contract language.
2. Paid at each elementary teacher's/nurse's per diem/FTE.
3. The work is at grade level and aims to create three to four grade level teams charged with the creation of units/lessons which can be used by colleagues and which advance the implementation of the core, differentiation, and effective use of technology.
4. The model would be that of state paid days. If a teacher/nurse does not participate, they do not get paid. They would however be accountable to use the lesson(s) developed. The per diem would be paid across the contract in equal installments and deduct for unpaid as per current district practice.
5. The implementation model needs to be flexible to embrace teacher/nurse creativity and varying schedules. Accountability will be focused on unit/lesson creation that advances the core, differentiation, and effective use of technology used by grade level peers. The district has the clear expectation that each grade level teacher implements each created unit/lesson.
6. Specials will form their own groups by discipline.
7. TLC and district administration will complete guidelines for teacher teams to complete. The administrator assigned to each grade level will provide oversight and be the resource to direct questions toward.
8. The general expectation is that framing/division of work will be done in a manner where the grade level teams will each create a new and well developed unit/lesson. The completion date for the work will be guided by when the unit is scheduled to be taught or a date determined by TLC and district administration.
9. The unit/lesson planning focus will be determined by TLC.

Secondary Teaching of "Overload" Sections (Instructional):

Any secondary teachers who teach additional "overload" sections (more than six instructional periods per day) will be paid for each additional section(s) at the rate of 1/6 of their current base salary amount.

ESL (English as a Second Language) Leadership Positions:

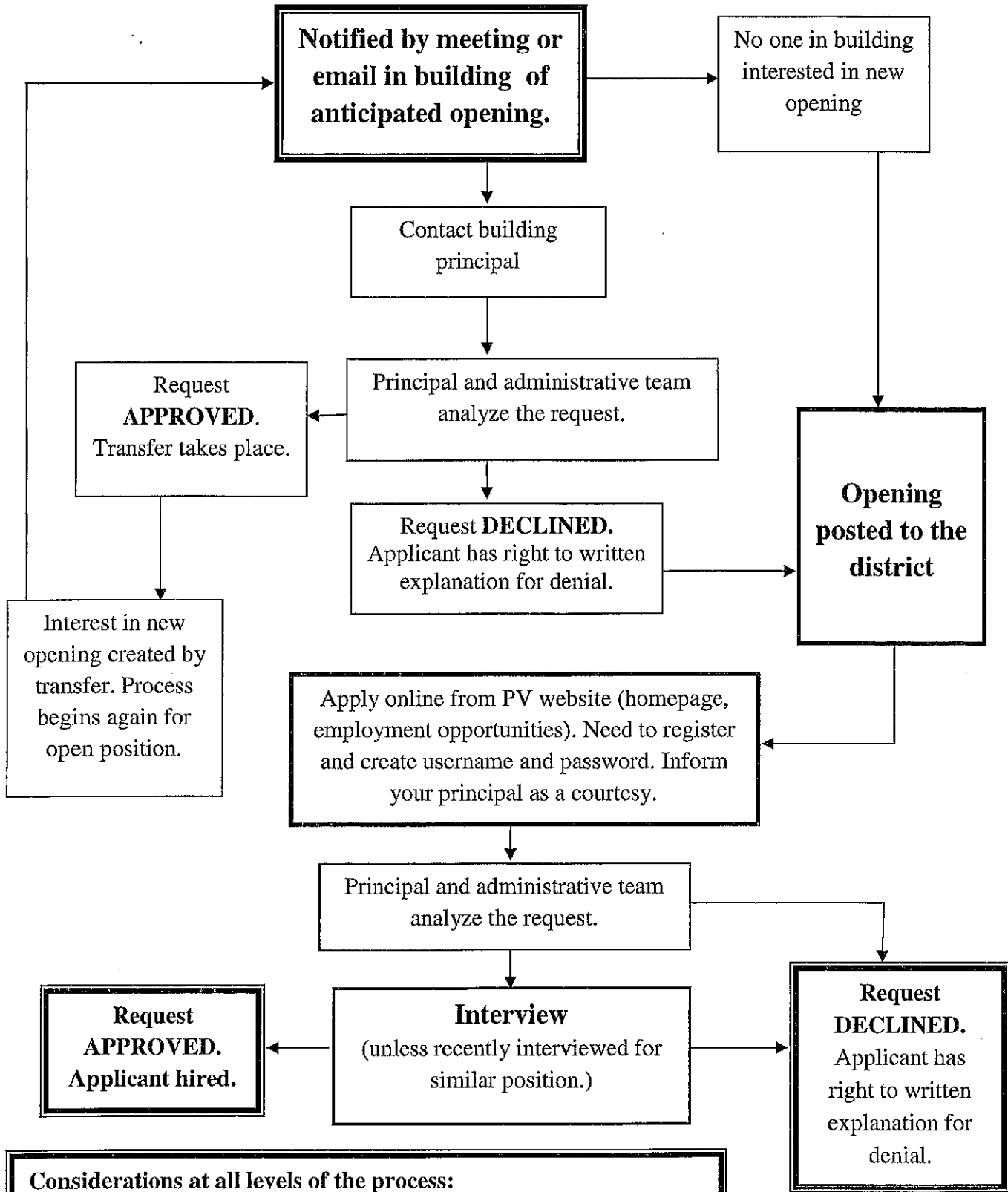
Beginning with the 2012-13 school year, the district has implemented the creation of one "ESL (English as a Second Language) Coordinator" leadership position. This leadership position will be paid at the rate of 1/6 of the current base salary index base amount.

**Teacher Leadership and Compensation
Letter of Understanding**

1. By state requirement all positions are evaluated annually.
2. Strategist and Supporter positions will be posted every two years after the initial date of hire. Lead positions will be posted every three years after the initial date of hire. Instructional and technology coach positions will be posted every five years after the initial date of hire. Individuals currently in these positions may re-apply by the closing of the posting date those years. On non-posting years, individuals wishing to continue must complete re-application by the last Friday in January. There is no term limit for the Teacher Leadership positions.
3. Individuals may be replaced through the posting processes even if they are performing satisfactorily in order to rotate talent or to provide better balance to a team.
4. Stepping out of a leadership position prior to the end of the school year may be done with administrative approval. Also, the employee may be removed from a Teacher Leadership position for unsatisfactory performance at any time. Removal for performance is guided by the Site Based Review Team composed of both faculty and administration, with any final decision resting with the district.
5. Continuing the IBB letter of understanding negotiated when PV first received TLC funding from the state, instructional coaches have until January 16, 2017, to maintain the current building and grade/department assignment. This will extend to January 26, 2018, for the elementary technology coach since this position did not begin until the 2016-17 school year. Thereafter, coaches will maintain employment via seniority standards or through transfer amenable to the district and any/all employees involved. During their tenure as coach, employees will accrue seniority in the teaching category of their assignment when appointed to a full-time Teacher Leadership position.
6. This TLC Letter of Understanding will be reviewed annually.

Updated: 12/19/17

TRANSFER PROCEDURE FLOWCHART



- Considerations at all levels of the process:**
- Will this transfer strengthen teams (building, content/grade level, district)?
 - Supply and demand for the position
 - Financial issues.