

New Hampton Community School District

Certified Staff Handbook

2024-2025 School Year

REDUCTION IN FORCE

- A. This Handbook covers all certified teachers in the district.

- B. Reduction or Termination
 - 1. The criteria to be applied in determining when reduction in force shall be necessary is in the sole, exclusive and final judgment of the Board and shall not be subject to the grievance procedure. When the contracts of one or more employees are to be terminated by reason of reduction in force, the following procedure shall determine those contracts of employees to be terminated first.
 - 2. Attrition (Normal turnover due to retirement, resignation) within the areas hereinafter defined.
 - 3. Employees with emergency and/or temporary certification in the affected area of staff reduction.
 - 4. Part-time employees working less than 20 hours a week in the affected area of staff reduction.
 - 5. All remaining employees will next be terminated based on seniority.
 - a. Seniority - The seniority principle shall be defined as the total number of continuous years of teaching experience, without interruption, in the New Hampton Community School District. Seniority begins- from the date/time the signed contract arrives at the central office. For all employees hired prior to the 2009-2010 master agreement, the seniority continues to accrue as past practice.
 - b. When seniority principle is used, the different areas in which seniority will apply are as follows:
 - a. Grades PK-6: Regular classroom teachers, Title I, elementary guidance (PK-4), preschool TLC, and special education including pre-school developmental.
 - b. Grades 7-12: Specific curricular areas (i.e., Science, Mathemaics, Reading, English, Social Studies, Family and Consumer Science, Foreign Languages, Business Education, Vocational Agriculture, Industrial Arts, Drivers Education, Guidance '(5-12), Title I and Special Education.
 - 1. Any special- area which may cover all Grade levels (PK-12) including but not limited to Art, Instrumental Music, Vocal Music, Physical Education, Media, Computer Science, Extended Learning Program, Empowerment, Technology, Hearing Impaired and Nurses.

2. Evaluation of employee performance in accordance with the evaluation procedures of this agreement shall next be considered in the event that all previous provisions have failed to determine the number of employees in the specific areas or levels to be reduced. Such evaluation will be based on at least two (2) years evaluations except for probationary employees.

6. If the above criteria is equivalent the superintendent in his/her discretion shall determine the employee to be reduced.

7. If a teaching assignment is eliminated, the affected employee must first accept assignment to any open or vacant position in the area or level for which he/she is certified and qualified by state certification, in the approval area.

8. In the event no vacancy exists, those employees who have been reduced pursuant to items 5 through 8 may exercise bumping rights as explained below.

a. (1) Employees reduced in level PK-6(B-6,a) may bump only in that level and within level K-12 (B-6,c).

(2) Employees reduced in Level 7-12(B-6,b) may bump only in that level and within level IC-12(B-6,c).

(3) Employees reduced in level K-12(B-6,c) may bump within all levels.

b. The employee who has been reduced may bump a less senior employee from a bargaining unit position as specified in B.10(a) if he/she (1) has taught in that curricular area in the last ten (10) years; OR (2) has earned or will earn twelve(12) graduate semester hours which are content specific in the area where bumping is desired; AND (3) is currently certified to teach all courses taught by the person to be bumped in the level and/or curriculum area.

"Content specific" means the courses relate only to the curricular area and are not general courses which would apply to all curricular areas. These courses shall be approved in advance if possible by the superintendent.

The twelve (12) graduate semester hours shall be earned as follows:
(1) a minimum of four (4) hours shall be earned within the ten (10) years preceding the first day of teaching in the bumped position and (2) the remaining hours shall be earned within one (1) year following the first day of teaching in the bumped position. If the twelve (12) graduate hours are not earned within the required timelines, the employee shall forfeit his/her right to

any teaching position within the district and shall have no legal rights. Chapter 279 procedures shall be followed to enforce this provision.

Notice of intent to exercise bumping rights must be given in writing to the superintendent not later than five (5) calendar days from the date of delivery of notice of intent to recommend non-renewal by the superintendent. Such notice shall specify the area and least senior employee in which the affected employee believes himself/herself entitled to rights under this section. Each employee shall be responsible for seeing to it that the superintendent's personnel record reflect the state certifications, endorsement levels and approval areas met by him/her, properly documented, by the first day of October.

9. The administration shall make a seniority list from the information provided by the employees and make it available to all teaching staff.

10. Any change in data shall be reported to the superintendent by October 1 of each succeeding year. Failure to do so will result in use of the personnel data on file.

C. Employee Recourse

Affected employees shall refer to Chapter 279.13-279.19 of the Code of Iowa for any recourse pursuant to staff reduction. Article III, grievance procedures shall not be applicable to this article.

D. Re-employment

1. If there is a vacancy in a negotiating unit position, laid off employees who are certified and qualified to perform the work in question by state certification will be recalled in the order of the person with the most seniority being recalled first.
2. When an employee is recalled to a position of lesser FTE than the position from which they were reduced and a position of comparable FTE becomes vacant, the employee may transfer to that position.
3. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within fifteen (15) calendar days after receipt from the U.S. Post

Office that the notice was sent, the employee will be deemed to have refused the position offered. It is the duty of the employee to inform the Board of his/her current address or designate a recipient of the Registered Mail in case of extended absence(s).

4. An employee who is laid off will be placed on the recall list on March 15th and will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing, declines to accept a recall notice or fails to respond to a recall notice.

E. Notification

1. The Administration shall provide written notice to the New Hampton Education Association and to each employee who may be affected by reduction in force as early as possible, but in no event later than the date specified by Iowa Code.

F. Benefits

1. A laid off employee will retain experience credit earned prior to layoff and shall be given full credit for any teaching experience obtained through other employment during the period of recall as long as the total years of experience outside the District does not exceed the maximum seven (7) years of outside experience.
2. Fringe benefits will not accrue between layoff pursuant to this policy and reemployment, but the recalled employee will receive fringe benefits negotiated for the year of recall to employment.
3. Sick leave accrued prior to staff reduction will be maintained by the recalled employee.

A. Insurance, Hospital and Major Medical

1. The School District will provide an opportunity for all employees working twenty (20) hours a week or more to participate in a comprehensive health-major medical insurance program. Benefits will be no less than those supplied in the preceding school year.

3. For all full-time employees, the Board will contribute a total of \$801.50/month for all eligible employees. A Health Savings Account (HSA) over the cost of the selected policy will be available for remaining funds. Contributions to the HSA are only available to employees that have chosen certain health insurance programs that qualify.

It will be the obligation of the employee to notify the District of their choice of dental insurance, cash/HSA provider.

4. Where full time employees alone are covered, without dependent coverage, the entire cost of such coverage shall be paid by the Board.

5. Additional premiums for dependents of full time employees will be deducted from the employees' salary.

6. The Board shall pay one-half ($\frac{1}{2}$) of the monthly contribution for all half-time employees carrying such insurance. In the event such employee desires dependent coverage, the Board shall pay one-half ($\frac{1}{2}$) of the monthly contribution amount for full time employees toward such total dependent insurance after the first dollar.

7. The Board shall not be responsible for providing coverage to employees who are not accepted in the group plan by the insurance carrier.

8. In the event that both husband and wife are employed by the District and dependent coverage is desired by them, the Board shall pay the monthly contribution for dependents set forth above on such family policy plus the cost of one premium contribution for an individual without dependents.

9. The School District will provide an opportunity for all employees working twenty (20) hours a week or more to participate in a single/family dental insurance program at the employee's expense.

B. Other insurance

1. Life Insurance. The Board shall provide a group life insurance program calling for term life and accidental death and dismemberment insurance in the amount of \$30,000 for all employees working a twenty-hour week or more. The entire premium for said term insurance shall be payable by the Board of Education and shall be on a basis not less than the basis provided in the preceding year.
2. Long-Term Disability Insurance. The Board shall provide a long-term disability insurance policy with benefits no less than those supplied in the preceding school year to all employees working twenty hours a week or more.
3. Workers' Compensation. When Workers' Compensation is payable to any member of the bargaining unit as a result of an injury incurred at work, the employee shall receive a supplement equal to the difference between the amount of Workers' Compensation paid and the employee's regular pay. The salary supplement shall be paid up to the point at which disability pay for disability insurance purchased for members of the bargaining unit by the School Board shall become payable, being ninety (90) calendar days after such injury. Applications for benefits under the said disability policy shall then be made by the member of the bargaining unit or his/her personal representative under the disability insurance policy and all payments by the District shall cease. Sick leave shall not be paid for injuries on the job entitled to Workers' Compensation nor shall time lost be charged to sick leave.
4. Coverage. The Board provided insurance program shall become effective on the first full date of employment and continue for the duration of employment. In the case of satisfactory completion of contractual obligation, coverage will continue through the end of the contractual year. If termination of employment should occur prior to the satisfactory completion of contract, district payment of premium will terminate on the last contract day of full-time employment.

C. Descriptions

1. The Board shall attempt to provide each employee with a description of the insurance coverage provided herein within

ten (10) days of the beginning of the school year or date of employment which description shall include a clear description of conditions and limits of coverage as provided above. Such insurance information may be in the form of brochures provided by the Company writing the said insurance. The Board will provide forms of application and contact with the insurer's agents. Under no circumstances shall the Board be found liable for any incident resulting in lack of coverage for an employee in this field. Any change in carriers shall provide coverage equal to or greater than the previous carrier.

I. Continuity of Fringe Benefits

1. Employees on paid leave shall continue to have Board contributions made to their insurance according to the levels described in this handbook. Such contributions are to be made only for the duration of this agreement.
2. Employees who have exhausted their accumulative sick leave and are granted extended leave of absence due to illness, shall continue to have Board contribution toward their hospital, disability, and major medical coverage for the individual premium amount only and only for the duration of this agreement. Employees on any other non-paid leave shall have the option to continue participating in the hospital, disability and medical insurance coverage at their own expense. Such employees wishing to continue shall pay the premium themselves to the Board within thirty (30) days of the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers. In no event shall employee paid contributions be accepted after the termination date of this agreement unless such extension is granted with permission of the Board.

A. Notification of Vacancies

I. Posting and Notification

The Superintendent upon knowledge of a vacancy shall deliver to the Association and post in a designated area in all school buildings a list of the vacancies which occur during the school year. Vacancies for the following school year shall be delivered to the Association and posted by March 15th or upon knowledge of vacancies, whichever comes

later. Vacancies which occur during the summer months shall be posted on the bulletin board outside the Superintendent's office.

2. Notification

As soon as possible, and no later than thirty (30) days following the request for transfer, the Superintendent shall notify the employee of his/her decision on whether or not transfer has been granted.

3. Filing Requests

Employees who desire a transfer may file a written statement of such desire with the Superintendent within seven (7) calendar days of posting. 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 interested in transfer shall have a transfer request on file in the Superintendent's office by the end of the school year in order to be notified of a

vacancy which occurs during the summer months. All transfer requests shall remain active and valid until the first day of school of the following year.

B. Procedure

In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. All voluntary transfers will be considered before recall rights under Article X-D. of this Master Agreement.

C. Return Rights

Any employee who transfers or is transferred to an administrative or supervisory position and who later returns to the bargaining unit shall be entitled to retain such rights as may have accrued as a bargaining unit member prior to such transfer to administrative status.

INVOLUNTARY TRANSFERS

A. Definition of and Applicability

The movement of an employee in order to fill an existing vacancy shall be considered a transfer.

B. Use of Voluntary Requests

This ARTICLE will only apply when the vacant position cannot be filled pursuant to ARTICLE XIV: Voluntary Transfers.

C. Notice

Notice of an involuntary transfer shall be given in writing to employees as soon as practical.

D. Procedure

An involuntary transfer shall be based upon the instructional needs of the District. No transfer shall be made arbitrarily, capriciously, or without basis in fact. If the involuntary transfer is necessary due to staff reduction, eligible employees will utilize their rights in accordance with ARTICLE X: Reduction in Force and this ARTICLE will not apply.

E. Meeting

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative and the principal at which time the employee shall be given written reason(s) therefore.

F. Priority in Transfer

A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order or preference, to which they desire to be transferred.

MISCELLANEOUS

- I. Each year, the District shall distribute 97% of the District's annual allocation of TSS monies to all teachers according to the negotiated agreement (meet State law TSS minimum salaries first and then the remainder is

distributed through the salary schedule index) after deducting the District's costs for FICA, Medicare, and IPERS. The District shall distribute any remaining amount of the District's annual allocation of TSS monies in the June payroll after adjustments are made based upon any employment changes during the contract that increase or decrease the FTE eligible for the funds. The parties agree to cost one hundred percent (100%) of the funds. If this does not remain part of the law then it would become null and void.