# 2021 – 2022 Classified Handbook



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#### **Staff Reduction Procedure**

#### A. Reasons

The Agency may reduce staff for any reason in its discretion.

# **B.** Staff Reduction Classifications

For purposes of staff reduction, employees will be grouped by their job classification.

# C. Layoff Procedures

- 1. The Agency will first attempt to accomplish reduction by attrition within a staff reduction classification.
- 2. If further reductions are necessary within an affected job classification, employees shall be reduced within the affected job classification based on work performance evaluation. An employee, who is required to move to a new office location as a result of a staff reduction, shall have fifteen (15) working days to notify the Agency that they accept the move to the new office. Non-acceptance will make that employee subject to staff reduction.
- 3. An employee to be staff reduced will receive a written notification containing the reason(s) for the staff reduction and the effective date of the reduction. The reduction shall not take effect sooner than fourteen (14) calendar days following notification.
- 4. The Agency retains the discretion to reduce the length of an individual employee's work year or workday. The Agency will consult with the employee prior to such a reduction.

#### **Transfers**

# A. Definition

- 1. Transfer. A transfer is the movement of an employee to a different job classification or office.
- 2. Vacancy. A vacancy is an open position that the Board desires to fill. The Board shall have the exclusive right to determine whether a vacancy exists and when to fill the vacancy.

## **B.** Voluntary Transfers

- 1. Posting. Administration will electronically post vacancies that the Agency desires to fill for five working days prior to filling the vacancy. All postings will be emailed all year to employees' work e-mail addresses on file at the time of posting.
- 2. Requests. An employee who desires a transfer to fill a specific vacancy may file a written request for transfer with the Chief Administrator within the posted deadline.
- 3. Selection criteria. The employee or applicant who Administration deems best qualified for the job will be selected for the position. A present employee requesting transfer will be given preference over an outside applicant if equally qualified as determined by the Chief Administrator.

# C. Involuntary Transfers

Administration may involuntarily transfer employees. Involuntary transfers shall not be

<sup>\*</sup>The Agency shall maintain a list of hire dates.

made for arbitrary or capricious reasons. Upon employee request a statement of reasons will be given to the employee who is involuntarily transferred. An employee involuntarily transferred shall be given the option to transfer to any open position within the same job classification originally held at the time of the involuntarily transfer.

# **D. Temporary Assignments**

Employees may be temporarily assigned to a different position at the discretion of administration. Such temporary assignments are not transfers. If an employee is temporarily assigned for greater than 45 workdays, the employee will be paid the base rate of the job classification to which the employee is temporarily assigned if higher than the employee's current wage rate for the remaining duration of the temporary assignment beyond 45 workdays.

## **Leaves of Absence**

#### A. Sick Leave

Fulltime employees (employees working thirty hours per week at least nine months per year) will be allowed sick leave as follows. Part-time employees will have sick leave prorated.

First and Second year 20 days Third and subsequent years 15 days

Sick leave days shall be accumulated to a maximum of 120 days inclusive of the current year's allotment. Nothing in the application of this benefit is intended to discourage voluntary participation in the sick leave bank as delineated in "B" below.

Employees may use sick leave for health-related appointments for themselves, or family members, or partner. Any Teave for health-related appointments must be approved by the employee's supervisor. No overtime shall be earned on the day of an appointment until actual hours worked exceeds the employee's regular workday.

In rare and unusual circumstances, the two-hour rule may be used with prior approval from the employee's supervisor. The two-hour rule only applies to Classified staff and is to be used only for medical purposes. i.e. medical appointments for self or family. Does not apply for severe weather closings.

An employee shall notify the employee's supervisor as soon as possible to report that he/she will not be to work due to illness.

The employee shall, when requested, furnish the administration with such medical evidence, as it may desire concerning the necessity for leave of absence.

Sick leave shall be available for illness, injury or other medically related disability.

The employee shall be given a copy of a written account of accumulated sick leave upon request.

Workers' Compensation/sick leave interplay will be administered according to statute.

With regard to sick leave requests that can be reasonably anticipated in advance, the employee shall alert administration as soon as it is anticipated that leave will need to be taken and will keep the administration advised as to the employee's progress and as to the expected date of return to work.

Employees may use up to ten (10) days of sick leave per year for illness of family. The number of days for this absence shall be deducted from sick leave. This leave of absence will be arranged with the immediate Regional Administrator or supervisor.

#### B. Sick Leave Bank

#### 1. Establishment

a. A sick leave bank will be established for the use of employees who choose to participate.

# 2. Participation:

a. Participation in the bank will be on a voluntary basis and contribution will be made in the form of one day of sick leave from the employee's current year's allocation. The days contributed to the bank become the property of the bank and are nonreturnable to the employee. Eligible employees must provide medical evidence of an extremely unfortunate event(s) involving or causing financial hardship or suffering and have exhausted all available paid leave without being eligible for long term disability, worker's compensation, and/or social security disability.

#### 3. Enrollment

 Enrollment will take place during the month of May for the upcoming contract year and will entitle that person to membership for that school year only.
Employees new to the agency will be allowed to enroll upon hire date and will be entitled to membership for that school year only.

## 4. Unused Days in Bank:

- a. Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.
- b. A retiring employee may voluntarily designate their unused sick leave days accumulated over 100 days be donated to the bank. These leave days become the property of the bank and may be used by eligible employees.
- 5. Use of Bank Leave Days: Employees may apply in writing to the Chief Financial Officer of Prairie Lakes AEA for use of the sick leave bank. The application must be accompanied by a letter from a licensed service provider, corroborating the need for extended sick leave. The Chief Administrator, Chief Financial Officer, President of the Prairie Lakes AEA Employees Association, President of the Prairie Lakes Educational Services Association, and a member of the non-bargaining group as appointed by the Chief Administrator, or their respective designees, will review the application. Upon approval, use of the bank leave days will commence on the first day after the exhaustion of all available paid leave and continue for up to the date long term disability insurance, worker's compensation or social security disability benefits begin, whichever is earlier or until an employee has received their physician's approval to return to work or the exhaustion of the bank.

# C. Bereavement Leave

Regular fulltime employees shall be granted up to five (5) working days of leave per occurrence for attendance at the funeral and for any other purposes directly arising out of a death. At the Chief Administrator's discretion, additional days may be approved.

#### **D. Personal Leave**

- 1. Three (3) days per year shall be allowed for personal and/or private reasons with the following provisions:
  - a. A request for such leave shall be in the hands of the Chief Administrator or Designee two (2) days in advance of said leave.
  - b. Exceptions may be made to the two (2) day advance notice at the discretion of the Chief Administrator or Designee.
  - c. One (1) day of unused personal leave may be carried forward to the following year, not to exceed a total of four (4) personal leave days available per employee, per year.
  - d. No more than two (2) personal leave days may be used in consecutive workdays or in conjunction with other leaves unless approved in emergency situations by the Chief Administrator.
- 2. This leave will not require a reason.

# E. Emergency Leave

An emergency is an unexpected occurrence or set of circumstances which demand the immediate attention and presence of the employee. Two (2) days of leave may be granted to employees during each school year and is not accumulative. At the Chief Administrator's discretion, this leave may be extended.

# F. Jury Duty Leave

Employees of the Agency will be excused for jury duty. In order that no employee shall suffer financial loss because of absence for jury duty, the employee's regular salary shall continue to be paid. Full fringe benefits of the Agency shall be continued at the normal level. Staff is allowed to keep compensation received for jury duty.

# **G.** Military Leave

Leave for active military service or Iowa reserve duty shall be granted pursuant to the provisions of the Federal Military Service Act and Chapter 29A Code of Iowa.

## H. Religious Leave

Available personal leave, leave without pay, or calendar change shall be granted to any employee whose affiliation requires the observance of a holiday other than those scheduled in the Agency calendar. Applications shall be made to the Chief Administrator/designee in writing not less than ten (10) working days prior to the requested leave.

#### I. Association Leave

- 1. Up to four (4) days of paid leave shall be available to the Association for its representatives to attend conferences, conventions, or other activities of the local, state, or nationally affiliated organizations. This leave shall also be available to the Association for purposes of meeting with members of the Legislature or to engage in other mutually agreeable activities for the good of the Association, the Agency, and its employees.
- 2. At least five (5) days prior notice of such leave shall be given by the Association to the Chief

- Administrator or his/her Designee of the employees taking leave and the specific days for such leave.
- 3. The Agency shall grant an Association member an unpaid leave of absence of one (1) school year for the purpose of serving as a state and/or national officer. Notification shall be given to the Board no later than April 15 preceding the year of leave. While on this leave, the Association member's years of experience, accumulated sick leave and placement on the salary schedule shall be frozen. The Association member may elect to continue his/her insurance coverage in effect by prepaying to the Agency all premiums one (1) month in advance.

# J. Unpaid Leave

The employee may request in writing an absence without pay by completing a written request to the Chief Administrator or Designee at least ten (10) working days in advance, when possible. These leaves shall be at the discretion of the Chief Administrator or Designee.

# **Holidays**

Fulltime, twelve-month employees shall receive ten (10) paid holidays yearly as follows: Independence Day or day observed, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day or day observed, Christmas Day or day observed, New Year's Eve Day or day observed, New Year's Day or day observed, Good Friday and Memorial Day.

Fulltime, nine-month employees shall receive all holidays that are included within the duration of their written work agreement.

Part-time classified employees, working 20 hours per week or more, shall receive prorated holidays.

If a holiday falls on a Saturday or Sunday, the Agency shall designate an alternate day to observe the holidays. Unused holidays cannot be cashed out upon termination of employment. Holidays that fall during an unpaid leave period will not be paid.

Holiday pay is computed based on the average number of hours worked per day in a normal workweek.

On the working day prior to the following holidays, employees shall be released at 3:00 p.m. Thanksgiving, Christmas and Good Friday and be paid for normally scheduled hours.

# **Physicals**

The Agency may, at any time, require an employee to have a physical examination if, in its opinion, the employee's physical health is impairing his/her performance. Payment for an employee's physical will be made upon receipt of the medical examination report and a copy of the insurance company explanation of benefits. No payment shall be made by the Agency for examinations or tests to the extent covered and paid by insurance.

# **Vacations**

# A. Eligibility

Fulltime employees, defined as those contracted to work twelve months, 256 days, and at least 37.5 hours per week shall receive vacation in the following amount: Employees shall be granted ten (10) working days of vacation annually during the first seven years of employment with the Agency. (Vacation shall accrue at five-sixths (5/6ths) of a day vacation for each month worked.) After seven years of completed employment, full-time employees shall be granted 15 days of vacation annually. (Vacation shall be earned at five-fourths (5/4ths) of a day of vacation for each month worked.) Starting with the 13<sup>th</sup> year, fulltime employees shall be granted 20 days of vacation annually. (Vacation accrues at five-thirds (5/3rds) of a day vacation for each month worked.)

For the purpose of calculation of years of service to determine eligibility for a third or fourth week of vacation, employees commencing work prior to January 1 will be accorded one year of service. Those commencing work after January 1 will not begin to accrue a year's service until July 1.

No vacation can be exercised during the first six months of employment with the Agency unless special approval is granted by the Chief Administrator. Eligible employees will be allowed to request vacation anytime during the year. Vacation scheduling must be administratively approved. However, should the employee leave Agency employment during the year, the accrual schedule above will be used to determine the actual proration of vacation the employee was eligible to receive for the partial year. The employee will be responsible for reimbursing the Agency for vacation days used in excess of the vacation earned.

#### **B.** Vacation Pay

Average weekly hours of regular pay shall be considered as pay for one week of vacation.

Employees may only carryover a maximum of five (5) unused vacation days from one fiscal year into the next fiscal year. Such vacation days unused during one fiscal year may be used through June 30th of the following year. No employee may draw ahead on paid vacation.

Employees must use vacation prior to termination of employment if possible or forfeit vacation. Employees may not "cash out" vacation.

If an employee fails to give the required two weeks' notice of intent to terminate his/her employment with the Agency, then such employee shall forfeit the right to receive any accrued vacation upon termination of employment.

# <u>Insurance</u>

## A. Health Insurance

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees' option, be covered by a Board paid health insurance coverage and prescription drug card program at the \$1,000 deductible. Each fulltime employee hired prior to July 1, 2018 may elect to have family coverage for health

insurance and prescription drug card coverage with a Board contribution toward family health not to exceed \$15,837 per year.

#### **B.** Life Insurance

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees' option, be covered by a term life insurance policy in the face amount of \$50,000 paid for by the Board.

# C. Disability

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees' option, be covered by a long-term disability insurance program paid for by the Board.

## D. Dental

Each fulltime employee (those working thirty hours or greater per week for at least nine months per year) shall, at the employees' option, be covered by a dental insurance program and the Board will pay the single premium.

# **Hours, Overtime and Paychecks**

# A. Work Week

The workweek will start at 12:01 a.m. on Sunday morning and end at 12:00 p.m. on Saturday night. The standard work week for a fulltime employee consists of 40 hours.

During the summer months, the standard work week for a fulltime 40-hour employee shall consist of 37.5 hours. Employees who are required to work more than 37.5 hours a week will be paid for actual hours worked. Summer months shall be from June 15 through August 15 or as otherwise designated.

# B. Work Day

The standard workday for a fulltime employee consists of eight hours. Normal office hours are from 8:00 a.m. to 4:30 p.m., except on Fridays when normal office hours shall be from 8:00 a.m. to 4:00 p.m. Employees shall be excused one-half hour early on Fridays. Employees will be paid for normally scheduled hours on Fridays.

## C. Overtime

No overtime will be allowed without the prior approval of the employee's supervisor. Overtime shall be defined as work beyond 40 hours in the defined workweek. When work is required of an employee beyond 40 hours in a workweek and compensatory time is not given, overtime will be paid at the rate of time and a half. If an employee is accorded compensatory time, the employee will be granted one and one-half hours of compensatory time for each overtime hour worked. Requested use of compensatory time will be administered consistent with the FLSA.

#### D. Pay Days

Classified employees are paid on the twentieth of each month. If the twentieth falls on a Saturday or Sunday, the payday shall be on the previous Friday. Employees will be paid in equal monthly allotments based on contracted annual hours and hourly wage. Each

employee shall annually elect a ten month or twelve-month payment schedule. Discrepancies between contracted hours and worked hours (unpaid leave and/or overtime) will be adjusted in the pay period in which the discrepancy occurred.

# **E.** Severe Weather Closings

In the event an employee does not attend, or leaves work, due to weather related safety concerns, or the inability to get to work due to severe weather, the employee will notify his/her supervisor as soon as possible. Make-up time must be mutually agreed upon. In the alternative, an employee may choose to utilize personal leave, or vacation leave, (if eligible) in order to be paid for the absence, or an employee may utilize unpaid leave.

We are no longer counting emergency days for inclement weather for staff, unless there is an "emergency" that impacts them individually, i.e. bad roads cause employee to be in an accident; i.e. cold weather causes a burst water pipe in someone's house, so not closed schools but rather individual emergencies impacting the individuals.

If the district in which a Prairie Lakes office is located is closed due to weather then that office will be closed. If the office is closed throughout the day, a staff member may choose to stay in the office and work. Any leaves already in place will remain in place.

Lakes Partnership School staff will follow the schedule as dictated by the local school district and work the days accordingly. The staff at LPS will be paid for the days they work at the school. To prevent loss of pay, LPS staff will work all of their contract days.

# F. Early Dismissal

If an employee has specific circumstances that may necessitate leaving early, permission will be obtained from the division director or immediate supervisor whenever possible.

## **G.** Hiring rates

New hires with no relevant experience will be hired at the beginning rate of the schedule. The hiring rate shall be commensurate with and shall not exceed prior relevant experience as agreed to by the Chief Administrator, or designee, and by the employee at the time of employment. \*Relevant experience will be documented on a form on the hiring paperwork and signed by the Chief Administrator and Immediate Supervisor. This document will be available for review by the Association President. The hiring rate shall also not exceed the rate paid to a current Prairie Lakes employee in the same job and wage classification with the same years of Prairie Lakes.

\*Relevant Experience = paid experience, working w/ children (if PLAEA job requires working w/ children), working w/ adults (if the PLAEA job requires working w/ adults), and working w/ data, money, secretarial duties (if the PLAEA job requires working w/ data, money, and/or secretarial duties).

## **H. Flexible Hours**

With the approval an employee's supervisor, the employee may adjust the employee's normal hours within the same day or as otherwise approved.

# **Evaluation**

# A. Orientation

By October 15<sup>th</sup> of each year, a member of the administration shall acquaint employees with the formal written evaluation method, instrument and procedures to be followed.

#### **B.** Formal and Informal Evaluations

All employees shall be formally evaluated at least one time each year during his/her first two years of employment and at least one time each three years thereafter by an evaluator designated by administration. Additional formal or informal evaluations may be made at the discretion of administration.

The formal evaluation shall be in writing and when deemed practicable by the administration, shall be preceded by one or more personal observations of the employee's on-the-job performance of his/her assigned duties. On-the-job observations shall be made with the employee's full knowledge.

# C. Conference and Copy

A conference will be held with the evaluator and the employee to discuss the formal evaluation. At this conference the evaluation shall be discussed with the employee. The employee shall be furnished a copy of the written evaluation and shall sign the evaluation. Signature on the evaluation shall not be interpreted to mean agreement with the contents of the evaluation. Within three days of the evaluation conference, an employee may request a follow-up conference to discuss the contents of the evaluation.

# D. Response

The employee shall have the right to submit a written explanation or statement in response to the evaluation within fifteen (15) working days following the post-evaluation conference. This statement, if submitted, shall be attached to the evaluation. The written evaluation and the employee's response statement, if any, shall be included in the employee's personnel file.

Employees will be informed of performance related documents to be placed in his/her personnel file and may respond in writing to that material.

#### E. Scope and Input

This section deals with but a single method of evaluation, the formal written evaluation. The Agency retains the right to utilize written evaluations from local school districts as well as other historically utilized methods of evaluation. A copy of any school district evaluation will be given to the employee if it is placed in the employee's personnel file.

#### A. Personnel File Access

Employees may access the non-confidential contents of their personnel files at an agreed time and obtain a copy of such contents for a reasonable fee.

#### B. Criteria

The Board shall establish evaluation criteria.

# **Recording Devices**

The Prairie Lake Area Education Agency Board of Directors has authorized the use of recording devices on agency owned property or property in which they are conducting business. The recording devices will be used to enhance safety and security within the educational environment. Students, employees, and parents are hereby notified that the content of the recording may be used in a student or employee disciplinary proceeding. The content of the recordings may be considered confidential student records and will be retained with other student records. Recordings will only be retained if necessary for use in a student or employee disciplinary proceeding or other matter as determined necessary by the administration. Parents may request to view the recording of their child.