

# Western Dubuque Community School District



## Certified Employee Handbook (Teachers, Counselors, Nurses)

Last Amended: May 10, 2021

*This handbook is a general source of information 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.*

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## GRIEVANCE PROCEDURE

### A. Definition

#### 1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

#### 2. Aggrieved Person

"An aggrieved person" is the person or persons or the Association making the complaint.

#### 3. Party in Interest

"Party in Interest" is the person or persons making the complaint and any person, including the Association or the board who might be required to take action or against whom action might be taken in order to resolve the complaint. Anyone who shall be party in interest shall be bound by any and all decisions rendered herein.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems arising from this agreement, which may from time to time affect employees. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

1. Every employee covered by this agreement shall have the right to present grievance in accordance with these procedures up to the taking of the grievance to arbitration at which time the Association shall make the determination if the grievance proceeds to arbitration.
2. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the described 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 in writing.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employees shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or the staff.

#### Level One - Principal or immediate supervisor (informal)

Within 15 school days after the last alleged violation, the aggrieved person or his representative shall first discuss the grievance with his principal or immediate supervisor.

#### Level Two - Principal - Formal

If the aggrieved person is not satisfied with the grievance disposition in Level One and would like to proceed to the next level, he/she shall submit a written grievance to his principal within fifteen school days of the informal discussion. The written grievance shall state the nature of the grievance, specific contract clause violated, and the remedy requested. The principal shall make a written response to the employee within fifteen school days after it

is formally filed with him.

### Level Three - Superintendent

If the aggrieved person is not satisfied with the formal disposition in Level Two and would like to proceed to the next level, he/she shall file the grievance in writing to the superintendent within five school days after the written response in Level Two. The superintendent or his designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance and shall make a written response within ten (10) school days of the receipt of the grievance.

### D. Rights of Employees to Representation

#### I. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.

### E. Miscellaneous

#### I. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class or employee, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.

#### 2. Written Decisions

Decisions rendered at levels two through three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

#### 3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

INSURANCES

A. Types

The Board agrees to provide all employees the following insurance protection, if the employee qualifies as specified by the terms of the insurance carrier. If the employee does not qualify for any of the following insurance policies, the District shall pay the dollar amount allotted for those programs to the employee.

Employees contracted to work more than Half Time and less than 0.8 FTE with an initial start date on or after July 1<sup>st</sup>, 2015 will receive 75% of the amounts shown below for medical and dental insurance.

Half time or less employees will receive one-half (1/2) of the amounts shown below for medical and dental insurance.

1. Health and Major Medical

Each employee and his or her immediate family members shall be covered by a health and major medical program that contains benefits comparable to the present insurance contract. The Board shall pay the following amounts beginning July 1:

Medical:	<u>Single</u>	<u>Family</u>	<u>Joint Plan</u>
Medical Associates – Plan A	\$739.53/month	\$1,290.00/month	\$1,613.99/month
Medical Associates – Plan B	\$626.29/month	\$1,290.00/month	
Medical Associates – Plan C	\$584.24/month	\$1,290.00/month	

2. Life

Each employee shall be covered by a term life insurance program paid for by the Board that provides a death benefit of \$30,000.00, double for accidental death. The benefit is reduced by 33% at age 65, further reduced by 33% at age 70, and further reduced by 33% at age 75.

3. Disability

Each employee shall be covered by a long-term disability insurance program. For each employee the Board shall pay a maximum of \$160.00 per year. The W.D.E.A. will investigate the coverage to make a recommendation to the Board. The Board shall make the final decision.

4. Dental

Each employee and his or her immediate family members shall be covered by a dental insurance program. The Board shall pay the following amounts:

Dental:	<u>Single</u>	<u>Family</u>
	\$41.06/month	\$91.67/month

5. The Western Dubuque School District shall maintain Internal Revenue Code Section 125 Benefit Plans.

B. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months, starting with the first day as designated by the insurance carrier and running for 12 consecutive months thereafter. Employees new to the district shall be notified by the employer as to the dates that their coverage begins.

C. Descriptions

The Board shall provide each employee a description of the insurance coverage provided as soon as it is provided to them by the insurance company, which shall include a description of conditions and limits of coverage. The insurance company will be responsible for providing insurance information in the form of application and enrollment meetings.

D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on nonpaid leave for two months or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the Insurance Company billing date, to the extent that the insurance company will allow and only for the balance of the unpaid leave. Failure of the thirty (30) day payment requirement cancels the option.

E. Selecting of Carrier

All insurance carriers shall be selected by the Board, but the Association will be given the opportunity to make its recommendations before final selection.

## ARTICLE 14

### EMPLOYEES WORK YEAR AND HOURS

#### A. Workday

1. The total in-school workday shall consist of not more than 7 1/2 hours which shall include a 30 minute uninterrupted duty free lunch.
2. The building principal shall establish the beginning and ending times of the school day at the beginning of the school year. Changes may be made if notification is given to employees two weeks in advance.
3. Employees shall sign out when leaving the building during regular working hours. Employees may leave the building without requesting permission during their scheduled duty free lunch period.
4. Open house and elementary music programs shall be considered a normal extension of the workday. Participation in field trips outside of the normal workday will be voluntary on the part of the employee.
5. Individual parent conferences other than those established by the district calendar will be considered a normal extension of the workday if the building administrator consults with the teacher and reaches the consensus about the date and time.
6. Parent conferences for disciplinary and emergency situations shall be considered a normal extension of the workday.
7. Parent teacher conferences as established by the district calendar shall be counted as part of the teachers' contract work year.

#### B. Faculty Meetings

Each employee may be required to remain after the end of the regular workday or report before the start of the regular workday a total of 6 hours per school year for meetings or in-service as required by the administration. The required meetings will be 30, 60, or 90 minutes in length. Employees will be paid curriculum pay for the time spent in these meetings beyond the yearly total of 6 hours. Reasonable notice of the meetings will be given to affected employee(s). No meetings on Friday afternoons or any afternoon preceding a holiday or any other day on which teacher attendance is not required.

#### C. In-School Work Year

##### 1. Regular Contract

The in-school contract year for employees shall not exceed 190 days. Due to the COVID-19 pandemic, the 2020-2021 in-school contract year for employees shall not exceed 195 days. New personnel may be required to attend an additional two (2) days of orientation.

## REDUCTION OF STAFF

### Definition

#### A. Seniority

District Seniority, as used in this agreement, shall mean an employee's continuous length of service with the Western Dubuque School District. The date of the employee's signature on his/her most recent continuous date of hire on his/her individual teacher's contract, shall determine an employee's seniority in the district. Curriculum Seniority, as used in this agreement, shall mean the number of years an employee has actually taught in those curriculum areas in Western Dubuque, since his/her most recent continuous date of hire.

Periods of approved leaves of absence not to exceed one year and military and public office leaves not to exceed two years, shall be included in computing an employee's seniority. Seniority will be granted in the curriculum areas immediately taught before the leaves of absences allowed in this paragraph.

#### B. Loss of Seniority

The seniority of an employee shall terminate if the employee resigns, retires, is terminated, is laid off for a period exceeding three (3) years, or fails to respond to a recall notice as provided in ARTICLE 15.

#### C. Seniority List

On or about October 15th, of each school year, the Superintendent or his designee will compile and make public a list showing each certified employee's current seniority, both with the district and in each curriculum area they have taught in Western Dubuque. Employees shall notify the Superintendent of any corrections to the list within 60 days of the above date. Requests for corrections after the above date shall not be considered.

#### D. Procedures for Reduction

Employees to be reduced in staff shall be given an opportunity to fill any vacancies for which they are certified before they are laid off. When the School District determines that staff reduction is necessary, any of the following criteria may be utilized to identify the staff to be laid off first:

- a. Attrition (normal turnover due to retirement, resignation, transfer, etc.)
- b. Staff currently on Intensive Assistance Plans (Tier 3)
- c. Staff holding emergency or temporary certifications
- d. Staff who are on probationary status because of unsatisfactory performance as measured by the criteria established by the board (Year 3)
- e. Evaluations
- f. Certifications/Endorsements Held
- g. Extra-Duty Assignments

All other things equal, the individual with the least District Seniority currently teaching in the identified curriculum area shall be laid off first.



1. PreK-6 & E.C.I.A. system wide where no special endorsement is required.
2. K-12 Art
3. K-12 Guidance
4. K-12 Library
5. K-12 Music
6. K-12 Physical Education
7. K-12 Special Education
8. 7-12 English and Speech
9. 7-12 Home Economics
10. 7-12 Industrial Technology
11. 7-12 Mathematics
12. 7-12 Science
13. 7-12 Social Studies
14. 9-12 Agriculture
15. 9-12 Business
16. 9-12 Driver Education
17. 9-12 Foreign Language
18. K-12 Talented and Gifted
19. K-6 At-Risk
20. 7-12 At-Risk

If District seniority is deemed to be the determining criteria and the seniority of two or more individuals is equal in the above categories, the person with the least curriculum seniority in that category shall be selected for termination. If two or more employees have the same seniority in the District and in a specific curriculum area, their individual seniority will be determined by lot. That determination by lot establishes forever the seniority ranking of the above individuals for both District and Curriculum seniority.

E. Recall Rights

Employees terminated pursuant to this section only, shall have recall rights to the curriculum area that he/she was in immediately prior to said termination for three (3) years from the effective date of the termination. During the three-year period, all teachers with recall rights will be offered vacant positions for which they are qualified in another curriculum area before that position is offered to any teacher with less seniority who does not have recall rights, providing the teachers have notified management annually by February 15 of all curriculum areas in which they are certified. Any teacher terminated must inform the school board secretary of an address change annually by February 15 if he/she wants to be offered an available position. If an employee has been recalled and offered a position that he/she is qualified for and he/she refuses the position, he/she shall have waived any further recall rights, unless the recall position is offered outside of the March 15 through July 15 time frame.

A full time employee does not waive recall rights for a full-time position by accepting or declining a half-time position.

F. Notification

The administration shall provide written notice to any teacher affected by reduction and to the W.D.E.A., no later than April 30, preceding the school year in which the reduction is effective, with a statement of the reasons for the reduction. The administration will annually provide the association with a current list of teachers who are on recall.

G. Benefits

Upon exercising his/her recall rights, any teacher will be given back his/her prior experience rating in the district. He/she will get all benefits and salaries pursuant to the current salary schedule at the time of the recall.

H. Resignation

Nothing in this article shall prevent a teacher from not renewing a contract by a written resignation and thus relinquishing any recall rights provided by this policy.

## EMPLOYEE EVALUATION PROCEDURES

The following procedures are to be used for beginning teachers in Tier 1, teachers in Tier 2 and Tier 3 and nurses in Tier 4 of the District Evaluation Plan. A detailed copy of the District Evaluation Plan is available to all staff. Teachers and nurses are advised to review the Plan for a complete discussion of the criteria, forms and other information that are used for evaluations.

### A. Definitions

#### 1. Formal Observations

- a) "Formal observation" shall mean that observation of an employee's performance which is used for the development of a formal written evaluation. A formal evaluation will be a minimum of 45 minutes.
- b) When conducting a formal evaluation, the evaluator, at a time reasonably close to the formal observation, shall notify the employee of dates for pre-conferences, observations and post conference meetings. The evaluator will attempt to have the pre-conference two working days prior to the observation and the post-conference no later than five working days following the observation. Time lines may be adjusted by mutual agreement.
- c) All formal observations will have a pre-observation and post-observation conference.

#### 2. Informal Observations

- a) "Informal Observations" shall mean the unannounced observation of an employee's performance on the job during working hours which results in a written informal report or evaluation.
- b) These may include unannounced classroom observations or walkthroughs, and professional behaviors in the school setting.
- c) Informal classroom visits by the superintendent or designee may occur at any time.

#### 3. Response

- a) A copy of each written evaluation shall be given to the employee.
- b) The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- c) The employee shall have the right to submit a written response regarding any aspect of the evaluation. The written response shall be made on the form provided by the District and should be submitted within seven (7) working days of the conference. The 7 days may be extended by mutual agreement. Any material including written complaints used for evaluation purposes shall not be placed in the employee's personnel file without the employee's knowledge.
- d) All employees' evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve all evaluations through Article 3 Grievance Procedure if he/she feels his/her evaluation is unfair or inaccurate.

### B. Notification

1. By September 30<sup>th</sup> of each school year, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures, and the form(s) to be used, and advise each employee as to the designated supervisor who will observe and evaluate his/her performances.
2. An employee starting work after the beginning of the school year shall be given such notification no later than one (1) week prior to the first formal evaluation.
3. A designated building principal or appropriate supervisor of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees.

4. The above procedures will apply to Professional Learning Plan and Performance Reviews.
5. No evaluation shall take place until such an orientation has been completed.

#### TIER 1 – BEGINNING TEACHER EVALUATION

All beginning teachers will participate in Tier 1 for a minimum of two (2) years and newly hired probationary career teachers to the Western Dubuque School District operating under a standard Iowa license will participate in Tier 1.

The purpose of the Tier I Cycle is to assist beginning teachers in becoming contributing members of the Western Dubuque staff. Focused upon the first two years of district employment, it includes the following components: Mentoring, Classroom Observations, Required Staff Development, and evidence of meeting the Iowa Teaching Standards and Criteria. In this cycle a portfolio and classroom observations by the building principal are required.

1. Initial Meeting – Prior to October 1, each building administrator will meet with all beginning teachers to review and explain the Beginning Teacher Plan expectations and evaluation timelines.
2. Year One and Two
  - a. Formal Observations
    - i. Three formal observations will be conducted for each teacher in year one and two. Two formal observations must be conducted prior to February 1. The third observation must be held prior to March 30<sup>th</sup>. Additional formal observations may be conducted at the discretion of the administrator.
    - ii. One of the formal observations will be an extended duration. At the elementary level this is defined as an observation of one hour or longer. At the secondary level it should involve observing the same class period for a minimum of two consecutive days.
  - b. Informal Observations – Informal observations may also be used at the discretion of the administrator.
  - c. Cumulative Professional Portfolio – A Cumulative Professional Portfolio will be created and maintained by all beginning teachers in year one and two. The administrator and the beginning teacher will review and discuss the portfolio at a scheduled Summative Evaluation Conference before March 30 in both year 1 and year 2.
3. Comprehensive Evaluation – A comprehensive evaluation will be held with second year teachers on or before March 30. The written evaluation must include the administrator’s licensure recommendation for the teacher or a recommendation for continued participation in the district’s mentoring and induction program.

The Tier I Cycle will conclude with a written performance summary document written by the principal. It must include a “Meets Standard” or “Does Not Meet Standard” on each of the eight standards and identified criteria for each standard. Year Two faculty members must “Meet Standard” in all eight standards and criteria in order to be recommended for a standard Iowa Teaching License. **In the event that a Year Two teacher “Does Not Meet Standard” in any or all eight standards, a third year of Tier I evaluation may be recommended with the expectation that the teacher will meet all eight standards in the third year.**

Meets Standard: Clear evidence of all standards and criteria are present and complete, are consistently applied, and are supported by artifact, observation, and/or external input.

Does Not Meet Standard: Evidence of standards and criteria is not present, is incomplete, is observed as inconsistent, and is not supported by artifacts, and/or external input.

## TIER 2 – EVALUATION FOR CAREER TEACHERS

The primary purpose of Tier II is to ensure that each staff member continues to develop and use effective teaching, collaborates with others, and uses student evidence to guide their own learning and growth. Following successful completion of participation in Tier 1 all career teachers will participate in Tier 2.

1. Formal Observations
  - a. A minimum of one formal observation will be conducted during the school year of an employee's performance review (every three years). Additional formal observations may be conducted at the discretion of the administrator or at the request of the employee.
  - b. As part of the post-conference, the employee and evaluator shall discuss the Observation Reflection Form. The employee and evaluator shall sign and date the Observation Reflection Form.
2. Informal Observations – Informal observations may also be used at the discretion of the administrator.
3. Individual Teacher Professional Learning Plan
  - a. Professional staff, not in Tier 1, and not in Tier 3 are responsible to develop and implement their Professional Learning Plan in collaboration with their supervisor, and to work collaboratively with their fellow employees in the implementation of the District Career Development Plan. The Professional Learning Plan design may include learning activities for one, two, or three year periods. Each year this Plan's goal and action plan must be submitted to the building principal by October 15<sup>th</sup>.
  - b. End of Plan Evaluation - The evaluator shall complete the Professional Learning Plan Review and arrange a date with the employee to discuss the review by May 20. The evaluator shall provide the employee with a copy of the completed Professional Learning Plan Review at least one day prior to the meeting. A copy of the Professional Learning Plan write-up will be placed in each individual's/district file. The evaluator and employee shall sign and date a copy of the End of Plan report prior to being placed in the individual's personnel file by the end of the school year.
4. Iowa Teacher Standards Body of Evidence – Per Iowa law, as part of the summative evaluation, each teacher will need to provide evidence that they are meeting all of the Iowa Teaching Standards. This evidence can include teacher and student artifacts as well as administrator observations.

## TIER 3 – INTENSIVE ASSISTANCE PLAN PROCEDURES

The purpose of the Intensive Assistance Cycle is to provide a structured process for a non-probationary employee who needs additional assistance and support to maintain an acceptable level of performance. It is used when a teacher's future employment with the Western Dubuque Schools is being scrutinized and a potential termination of contract could result. This process is initiated in writing with all the requirements of due process met. Tier 2 Professional Learning Plans will be suspended when the employee has been placed in Tier 3.

It consists of two assistance levels: Level One (Awareness Improvement Plan) and Level Two (Intensive Assistance Plan).

**Level One** – When an evaluator identifies a problem relating to the Iowa Teaching Standards one through eight, the evaluator will contact the staff member in writing and schedule a meeting to discuss

resolution of the problem. The meeting will include discussion and written notification of the following:

1. A statement of the problem areas of concern relating to the Iowa Teaching Standards one through eight;
2. A statement of how the evaluator came to know that a problem area(s) exist;
3. A statement which recommends that the employee be placed into the Intensive Assistance Cycle at Level One.
4. A brief description of Level One Assistance, including a timeline, (with scheduled review dates), action plan, expected outcomes, and indicators of acceptable performance.
5. Strategies the teacher can implement for successful completion of the expected outcomes.
6. A record of the summative evaluative comments made to date.

At the conclusion of the Level One Professional Improvement Plan, the administrator shall make one of the following decisions:

1. Retain the staff member in Tier III: Level One for a single additional period of one to three months;
2. Return the staff member to Tier II: Professional Growth Planning
3. Move the staff member into Tier III, Level Two: Intensive Assistance.

**Level Two** – If Level One does not result in satisfactory progress towards meeting the Iowa Teaching Standards and Criteria, the principal and/or designee will communicate in writing that the teacher be placed into Level Two Intensive Assistance Plan.

Level Two is initiated via a written communication which must include:

1. A statement of problem areas of concern related to one or more of the Iowa Teaching Standards one through eight which still exist;
2. A statement of how the evaluator knows that problem areas still exist;
3. A statement of when and how the employee was made aware of the problem areas;
4. A statement of how the employee has responded to date, citing how the situation still remains unacceptable;
5. A statement to the Superintendent or his/her designee and the teacher that the teacher is to be placed in Level Two Assistance

The Superintendent or his/her designee will then organize an evaluation team (consisting of two (2) or more evaluators including original evaluator) to observe and work with the teacher. Each member of this team must have successfully completed the state-mandated requirements for evaluator approval. This team will include administrators only. The evaluation team will contact the staff member in writing and schedule a meeting to discuss resolution of the problem. The meeting will include discussion and written notification of the following:

1. A statement of the problem areas of concern relating to the Iowa Teaching Standards one through eight;
2. A statement of how the evaluation team knows that a problem area(s) exist;
3. A statement which recommends that the employee be placed into the Intensive Assistance Cycle at Level Two.
4. A brief description of Level Two Assistance, including a timeline, (with scheduled review dates), action plan, expected outcomes, and indicators of acceptable performance.
5. Strategies the employee can implement for successful completion of the expected outcomes.
6. A record of the summative evaluative comments made to date.

At the end of the designated timeframe. After review of implementation of the assistance plan of action developed for this staff member and following consultation with the superintendent, one of three recommendations will be made:

1. Concern resolved.
    - Staff member is removed from Tier III.
    - Staff member is reassigned to Tier II.
    - This form will be forwarded to the superintendent for filing in the staff member's file.
  2. Concern not resolved.
    - Staff member will continue on Tier III Level Two for an additional period of \_\_\_\_\_ months (up to one additional year).
    - The Professional Assistance Plan will be reviewed, amended, extended, or expanded as required to address continuing concerns.
    - This form will be forwarded to the superintendent for filing in the staff member's file.
  3. Concern not resolved.
    - Staff member is recommended for termination.
- This form will be forwarded to the superintendent for filing in the staff member's file.

#### Tier 4 Evaluation for Nurses

The primary purpose of Tier IV is to ensure that each staff member continues to develop and use effective nursing practices, collaborates with others, and uses student evidence to guide their own learning and growth.

1. All probationary employees shall be formally evaluated a minimum of three (3) times each school year according to the provisions of Chapter 284, Code of Iowa, as same may be amended. First evaluation must be completed by November 1st of each school year. The third observation must be held prior to March 30<sup>th</sup>. Additional formal observations may be conducted at the discretion of the administrator.
2. Career nurses shall be formally evaluated according to the provisions of Chapter 284, Code of Iowa, as same may be amended a minimum of once every 3 years.

Nothing in this section precludes the District from initiating discharge procedures at any time under Chapter 279 of Iowa Code for just cause.

## PERSONNEL FILE REVIEW

1. Each employee shall have the right at any reasonable time to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review. An official designated by the Superintendent shall be in attendance at any such review. No contents shall be removed under any circumstances.
2. The Board or its administrative representative, including a building principal, shall not establish any separate personnel file which is not available for the employee's inspection. Except that the Superintendent may keep a separate file which will include only copies of confidential letters of recommendation obtained at initial employment.

### Personal File Contents

1. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall be attached to those materials and become part of said file.
2. Any complaints directed toward an employee, which are placed in his/her personnel file, are to be promptly called to the teacher's attention in writing. The documents shall be removed from the file after a period of three years unless used by the District or other agencies for employee evaluation, discipline or discharge, in which case the documents will remain in the file. Nothing herein precludes the removal of the documents by the Superintendent of Schools at any time.
3. The employee shall have the right to reproduce any of the contents of this file at the employee's expense.



## VOLUNTARY TRANSFERS

### A. Definitions

The movement of an employee to a vacant position in another attendance center, another curriculum area, or another grade level shall be considered a transfer within the Western Dubuque School District.

### B. Notification of Vacancies

#### 1. Date

The Superintendent shall post in all Western Dubuque school attendance centers a list of the vacancies which occur during the school year upon knowledge of vacancies. Vacancies occurring during the summer will be made known in writing to the President of the Association upon knowledge of said vacancies.

#### 2. Filling of Vacancies

No vacancy shall be filled for at least 10 days after the posting of the vacancy and notification to the President of the Association for vacancies occurring prior to July 1. Vacancies occurring during the summer will be posted in the administration office in Farley. The 10-day waiting period will be waived from July 1 to the start of the school year.

#### 3. Reasons

In the event that the transfer request is denied, the employee shall be given a written explanation of the reasons thereof from the Superintendent or his designee.

#### 4. Return Rights

Any employee who transferred within the Western Dubuque district and who later returns to his former status shall be entitled to retain his seniority rights as may have accrued prior to the initial voluntary transfer.

#### 5. Nothing contained herein shall preclude the employer from hiring a new employee for a vacant or new position.

#### 6. Employees on probationary status or who are on an intensive assistance plan may be denied a voluntary transfer in order to best support them in developing at their current placement.

## INVOLUNTARY TRANSFERS

### A. Definition

The movement of an employee to a vacant position in another attendance center, another curriculum area, or another grade level shall be considered an involuntary transfer within the Western Dubuque School District if requested by the employer. When necessary for the efficient operation of the school district, it is the responsibility of the superintendent to make recommendations to the board regarding the transfer of licensed employees. Experience, seniority and professional balance of the teaching team may be considered to identify the employee involved in said transfer.

### B. Notice

Notice of an involuntary transfer to reassignment shall be given in writing as soon as possible, but not later than June 1 for the following school year except in cases of emergency.

### C. Meeting

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent or his designee, at which time the employee shall be given written reason(s) therefore.

### D. Return Rights

For purposes of seniority, total accumulation due to an involuntary transfer shall be the total of the prior experience in a previous position plus any accumulated seniority in a new position. This provision shall apply to any and all provisions in the entire contract dealing with seniority rights.

### E. Attendance Centers

The attendance centers referred to above shall be the following:

1. Cascade Elementary
2. Epworth Elementary
3. Drexler Elementary/Drexler Middle School
4. Dyersville Elementary
7. Cascade Jr./Sr. High School
6. Epworth High School
7. Peosta Elementary
8. The public and parochial schools housing E.C.I.A. teachers shall be considered one attendance center as a group.

All portable buildings located at the above attendance centers shall be included as part of the center.

## **NON-DISCRIMINATION STATEMENT**

Pursuant to Title IX and other applicable state and federal laws, it is the policy of the Western Dubuque County Community School District not to 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 activities and its employment practices, including applicants for employment.

The District has grievance procedures for processing and resolving discrimination complaints, including formal and informal Title IX sex discrimination and sexual harassment complaints, and will respond to complaints accordingly. Discrimination employment grievances that do not fall under Title IX should be directed to Rick Colpitts, Equity Coordinator, 310 4th Street SW, Farley, Iowa 52046, 563-744-3885 x 6004, [rick.colpitts@wdbqschools.org](mailto:rick.colpitts@wdbqschools.org). Grievances related to this policy for employment matters that fall under Title IX and grievances for any program/student matters should be directed to Vicky Coyle, Title IX and Equity Coordinator, 310 4th Street SW, Farley, Iowa 52046, 563-744-3885 x 6040, [vicky.coyle@wdbqschools.org](mailto:vicky.coyle@wdbqschools.org). If you have any questions related to this policy, please contact Vicky Coyle. Title IX inquires may also be referred to the U.S. Department of Education, attn. Assistant Secretary, Office for Civil Rights, 400 Maryland Avenue SW, Washington, DC 20202, 800-421-3481, [OCR@ed.gov](mailto:OCR@ed.gov).