CERTIFIED STAFF HANDBOOK (previously Master Contract language)

CENTRAL LYON SCHOOLS

&

CENTRAL LYON EDUCATION

ASSOCIATION

The Central Lyon Education Association Negotiation Team will be consulted prior to any changes being made to this handbook.

Effective July 1, 2019

**Included**: All regular full and part-time professional employees including classroom teachers (preschool, TK, K-12), librarian(s), special teachers, reading teachers and guidance counselors.

**Excluded**: Superintendent, principals, non-professional employees and all other public employees excluded by Section 20.4 of the Act.

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ARTICLE I

LEAVES OF ABSENCE

All benefits granted in this handbook will be based upon the percentage of full-time employment.

A. ASSOCIATION LEAVE

The Central Lyon Education Association shall be granted five (5) days of paid leave per school year for professional business. [i.e. One (1) person for five (5) days, two (2) people for a total of five (5) days, etc.] The leave must be requested by the C.L.E.A. President at least five (5) school days prior to the first day the leave is to be used. The C.L.E.A. shall pay the substitute used and appointed by the administration when using leave.

ARTICLE II

##### CENTRAL LYON

EXTRA DUTY SCHEDULE

A. EXTRA DUTY BASE

The base schedule for computation purposes shall be:

 $23,900

1. SUPPLEMENT PAY SCHEDULE

 The schedule below is based upon a factor listed in A. To calculate the amount of salary for a given position, multiply the listed percent factors times the appropriate base year dollar amount in Section A., rounding to the nearest whole dollar. Head coaches, directors, conductors, sponsors, etc., are referred to as coaches below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Position** |  |  | **Position** |  |
| Head Coaches: |  |  | Other: |  |
| Football | 0.20 |  | HS Football Cheerleading | 0.0233 |
| Basketball (boys/girls) | 0.20 |  | HS Basketball Cheerleading | 0.0233 |
| Wrestling | 0.20 |  | HS Wrestling Cheerleading | 0.0233 |
| Baseball | 0.20 |  | Competition Cheerleading | 0.0233 |
| Weight Room Supervisor | 0.20 |  | Assistant Golf | 0.02 |
| Softball | 0.20 |  | HS Band/Summer Band/Lessons | 0.20 |
| Volleyball | 0.20 |  | MS Band/Summer Band/Lessons | 0.13 |
| Track (boys/girls) | 0.18 |  | Flag Corp | 0.02 |
| Golf (boys/girls) | 0.15 |  | Vocal Music | 0.12 |
| Assistant Coaches: |  |  | All School Play | 0.06 |
| Wrestling | 0.14 |  | High School Musical | 0.046 |
| Football | 0.14 |  | All School Play/Musical Assistant | 0.04 |
| Basketball (boys/girls) | 0.14 |  | Auditorium Tech | 0.02 |
| Baseball | 0.14 |  | Robotics | 0.06 |
| Softball | 0.14 |  | HS Mock Trial | 0.05 |
| Volleyball | 0.14 |  | MS Mock Trial | 0.05 |
| Track (boys/girls) | 0.12 |  | Large Group Speech | 0.08 |
| Middle School Coaches: |  |  | Individual Speech | 0.05 |
| Football | 0.10 |  | Work Study | 0.07 |
| Basketball | 0.10 |  | Yearbook | 0.05 |
| Wrestling | 0.10 |  | Prom | 0.02 |
| Volleyball | 0.10 |  | MS Math | 0.02 |
| Baseball | 0.10 |  | Quiz Bowl | 0.05 |
| Softball | 0.10 |  | National Honor Society | 0.02 |
| Track | 0.10 |  | Student Council | 0.05 |
|  |  |  |  |  |

ARTICLE III

BENEFIT PACKAGE

A. HEALTH INSURANCE BENEFIT

 Each full-time employee choosing to participate in the Central Lyon health insurance package shall receive the maximum yearly benefit amount. Part-time employees shall receive a prorated amount determined by multiplying the percentage of full time employment by the yearly benefit.

 The yearly health insurance benefit shall be:

 $11,040

 Any unused amount may be applied toward other district offered insurance plans, but may not be taken as cash. Anyone not participating in the Central Lyon health insurance package shall not receive this amount.

## B. STIPEND ALLOCATION

On February 10, 2005, both parties agreed to transfer the $5,400 stipend into the salary schedule. The stipend of $5,400 became a permanent part of the salary schedule. All employees participating in the health insurance package are encouraged to use the flex plan to defray the insurance costs.

C. TAX SHELTERED ANNUITIES

1. An employee may choose to participate in the district’s 403(b) plan through the State of Iowa Sponsored 403(b) Plan.

2. The 403(b) contribution must be for at least $300.00 per calendar year payable monthly or one (1) yearly payment of the total amount of benefits the employee is eligible to receive.

3. The 403(b) contribution will be deducted from payroll on or about the 20th of each month.

4. If the employee chooses to change or stop the 403(b) contribution, authorization for this change must be filed with the Board Secretary by the 10th of the month in which the change occurs.

1. CAFETERIA PLAN

A cafeteria plan will be offered to employees for a cost of $5.00 per month for those employees who choose to participate. The plan will be a Section 125 plan in according with IRS regulations.

ARTICLE IV

TRANSFER PROCEDURES

A. VOLUNTARY TRANSFERS

1. Any employee possessing the necessary qualifications may apply for a voluntary transfer to another position within the bargaining unit. Applications shall be in writing and shall name the transfer for which the applicant wishes to be considered. The granting of such transfer will be based upon the needs of the School District as determined by the administration. A written explanation shall be provided to the applicant if the request is denied.

2. Any employee who voluntarily transfers to another position within the school district shall retain his/her seniority as defined by Article VIII of this contract.

B. INVOLUNTARY TRANSFERS

1. Definition: The involuntary movement of an employee to a different academic/extra-curricular assignment, grade level, or subject area shall be considered an involuntary transfer.

2. Notice of an involuntary transfer shall be given in writing to an employee(s) by August 1 prior to the school year in which the transfer is to take effect. The involuntary transfer shall be finalized only after the employee involved has met with, or waived the right to meet with, the Superintendent.

3. If an involuntary transfer or reassignment is necessary, the administration will request a voluntary transfer from among those individuals being considered prior to making a decision.

4. Any employee which has been involuntarily transferred to another position within the school district shall retain his/her seniority as defined in Article VIII of this contract.

5. An employee being involuntary transferred shall have priority for returning to his/her former position in the event of that position becomes available within a

 two (2) year period following the involuntary transfer.

ARTICLE V

STAFF REDUCTION PROCEDURE

A. STAFF REDUCTION

 When, in the sole, exclusive and final judgment of the Board, upon recommendation by the administration, a reduction in staff is required, the administration shall attempt to accomplish same by attrition if said attrition occurs before April 30. In the event, reduction in staff cannot be adequately accomplished by attrition and given the necessity to hire and /or maintain the most competent and qualified staff available, employees shall be classified as set forth in Section B and the Administration shall base its decision as to resulting contract renewals on the following factors, in the order listed:

1. Skill, ability and competence – this shall be measured by evaluations conducted by members of the administrative staff.
2. Seniority – Seniority is defined as follows:
3. Seniority starts from the first day of employment at Central Lyon until the last day of employment of the present school year less any interrupted employment when the staff member was not under contract at Central Lyon. This shall apply to all staff members employed half (1/2) time or more. Employees who work less than half (1/2) time shall receive prorated seniority.
4. In the event a reduction in force is pending, the Superintendent shall provide the President of the C.L.E.A, by February 15, a list of staff seniority as defined in B classification.

3. Qualifications - This shall include formal educational training and degree,

 Additional hours earned, teaching experience in the affected subject area, and other factors supporting the employee's qualifications.

B. CLASSIFICATION

1. Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: K-12 grade level areas, including ECSE, TK and Preschool.

2. Employees shall be classified based upon their teaching assignment during the school year in which staff reduction procedures are commenced.

a. An employee with an assignment in more than one (1) of the categories listed above in this section shall be classified in the curriculum department in which he/she has the largest number of periods of assignment.

1. If the number of periods of an employee’s assignment are equal, then the employee shall be classified in the curriculum department with the greatest length of service.

C. NOTIFICATION

 If the administration is contemplating the layoff of any employee covered by this contract for the following year, the administration shall notify the employee by

 April 30. Such notice will be given according to the Code of Iowa.

D. RECALL

 1. If there is a vacancy in a bargaining unit position, laid off employees with certification for the vacant position and previous teaching experience in the School District in the department in which the vacancy has occurred shall be recalled in reverse order of layoff.

2. Notice of recall will be given by certified mail to the last address given to the Board Secretary by the employee. A copy of the recall notice shall be provided to the president of the C.L.E.A.

 3. If the employee fails to respond to the recall notice within ten (10) calendar days from the day that the notice of recall was sent, or fails to respond at all, the employee will be deemed to have refused the position offered and shall be dropped from the recall list.

 4. An employee who is terminated because of reduction in force will remain on the recall list for two (2) years after the effective date of termination unless the employee waives recall rights in writing.

 5. Employees covered by this contract who are probationary teachers as defined in the Iowa Code shall not have recall rights as outlined in this contract.

E. BENEFITS

 1. An employee recalled shall have all benefits to which he/she was entitled at the time of termination restored effective on the date a new contract begins following recall.

 2. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education at the time his/her employment was terminated. No experience shall be allowed during the employee's termination because of reduction in force.

3. Any employee on recall, except a probationary teacher, shall have grievance rights, but only regarding this Article: Staff Reduction Procedure.

ARTICLE VI

STAFF EVALUATION

A. ORIENTATION

During the first two weeks of school, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures and instrument to be used in evaluation. No evaluation shall take place until this orientation has been completed.

B. REQUIRED EVALUATIONS

 All observations of an employee shall be conducted with the full knowledge of the employee. No observations shall be made on any day preceding or

 following a vacation, holiday, or leave. All observations shall consist of at

 least thirty (30) consecutive minutes.

 1. Probationary Employees: Each employee shall be observed by his/her

 supervisor for the purpose of evaluation at least once during each semester

 every year of his/her probationary period.

 2. Non-probationary Employees: Each continuing employee may be observed

 by his/her supervisor at least once every year for the purpose of evaluation.

C. CONFERENCE

1.The evaluator and the instructor shall meet within five (5) school day following

 the observation. A copy of the written summative evaluation, signed by both

 parties, shall be given to the employee. The employee’s signature shall indicate

 only the employee's awareness of the contents of the evaluation and shall not

 be interpreted to mean agreement with the evaluation. The employee may put

 his/her objections in writing and have them attached to the evaluation report to

 be placed in his/her personnel file. The evaluator shall not only explain the

 deficiencies but shall also furnish written comments and suggestions for

 improvement.

2.The written summative evaluation shall be completed by April 30 of the

 contract year.

D. EVALUATION FILE

An employee shall have the right to inspect and copy contents of the employee's personnel file under the supervision of the Superintendent or designee. Such inspections shall be limited to the contents placed in the file after the employment date. The file will contain all formal and informal written evaluations of the employee’s performance. No formal or informal evaluation shall be placed in the file without a copy having first been given to the employee.

E. EVALUATION FORM AND CRITERIA

The evaluation form and criteria shall be adopted by the Board. The evaluation form and criteria in effect shall not be changed after the beginning of the school year without the mutual agreement of the Association.

F. RIGHT TO GRIEVE

All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this agreement. The grievance timelines shall commence from the date the written evaluation is presented to the employee.

G. INTENSIVE ASSISTANCE PLAN

**Awareness Procedure**

If an evaluator determines a teacher has a performance problem related to the Iowa Teaching Standards, and this situation is not resolved to the evaluator’s satisfaction by informal discussions, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the awareness process. The teacher may have representation during this meeting and all subsequent meetings. During the meeting, the evaluator shall identify in writing all of the alleged deficiencies of the teacher pertaining to the Iowa Teaching Standards. The evaluator shall include information, data or evidence used in making this judgment. District Awareness Forms are available in the principals’ offices. The teacher may also seek assistance from other staff members on a voluntary basis. Strict confidentiality will be maintained by these other staff members. All assistance provided is targeted solely at helping the teacher improve his or her performance in relation to the Iowa Teaching Standards.