

**CEDAR RAPIDS
COMMUNITY SCHOOL
DISTRICT**

EMPLOYEE HANDBOOK

**2018-2023 School Year
(2020-2021)**

**Classroom Teachers, Media Specialists, Counselors,
Nurses, Project Leaders, Area Chairmen, Special Projects
Personnel, Therapists, and Clinicians**

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SECTION 1 INTRODUCTION

A. APPLICABILITY

This Employee Handbook shall apply to all professional, non-administrative staff classroom teachers, media specialists, counselors, nurses, project leaders, area chairmen, special projects personnel, therapists, and clinicians employed by the Cedar Rapids Community School District. It does not apply to the superintendent, assistance superintendent, principals, associate principals, administrative assistants, directors, coordinators, para-professionals, and all other employees of the Cedar Rapids Community School District.

B. EFFECT OF EMPLOYEE HANDBOOK

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Cedar Rapids Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook shall be maintained solely by the District. The Board of Directors of the Cedar Rapids Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

Changes to the handbook are at the discretion of the District. However, before changes are made to the handbook, the union must be notified and have an opportunity to discuss and provide input regarding the proposed changes.

C. EFFECTIVE DATES

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Cedar Rapids Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

D. SAVINGS CLAUSE

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

E. DEFINITIONS

1. The term “Board,” as used in this Employee Handbook, will mean the Board of Directors of the Cedar Rapids Community School District or its duly authorized representatives.
2. The term “District,” as used in this handbook, will mean the Cedar Rapids Community School District.
3. The term “employee,” as used in this handbook, will mean all professional, non-administrative staff classroom teachers, media specialists, counselors, nurses, project leaders, area chairmen, special projects personnel, therapists, and clinicians employed by the Cedar Rapids Community School District, except it shall not mean the superintendent, assistance superintendent, principals, associate principals, administrative assistants, directors, coordinators, para-professionals, and all other employees of the Cedar Rapids Community School District.

SECTION 2 EMPLOYEE WORK YEAR

A. LATE RESIGNATION

Employees intending to resign their position should inform their supervisor as early as possible. Resignations occurring after June 30 will be considered late and assessed a fee according to the following schedule:

Resignation between July 1 and July 15: \$500
Resignation between July 16 and July 31: \$750
Resignation on or after August 1: \$1000

These fees will be used to offset the cost of finding a replacement. Questions about this policy should be directed to the Resolutions Team.

SECTION 3 WAGES AND SALARIES

A. RATE OF PAY

Salaries shall be determined annually as per the Salary Distribution Schedule that is attached hereto as Schedule A.

B. EXPERIENCE CREDIT

1. Newly employed teachers will be allowed credit for each full year of verified teaching experience. No teacher shall be credited with a greater number of years of experience than their actual verifiable teaching experience.

Teachers shall be hired and placed as per the Hiring Guide.

2. Teachers shall receive one (1) full year of credit for ninety-five (95) duty days or more during one school year.

**See additional information in the Letters of Understanding

C. TRAINING LEVELS

For purposes of placement on the salary schedule, training levels are defined as follows:

- Bachelor's Degree - At least a bachelor's degree.
- Bachelor + 12 - At least 12 semester hours of professional growth credits beyond the bachelor's degree.
- Bachelor + 24 - At least 24 semester hours of professional growth credits beyond the bachelor's degree.
- Master's Degree - At least a master's degree specifically related to the field of education.
- Master + 15 - At least 15 semester hours of professional growth credits beyond the master's degree.
- Master + 30 - At least 30 semester hours of professional growth credits beyond the master's degree.
- Master + 45 - At least 45 semester hours of professional growth credits beyond the master's degree.
- Doctorate - A doctor's degree specifically related to the field of education.

It is understood that "hours beyond" as used above means - college, university, or license recertification credit earned after the completion of requirements for the teaching degrees, as shown on the official transcripts submitted to the Human Resources Office.

Employees who advance from the BA to the BA+12 level and from the BA+12 to the BA+24 level shall receive 4.5% salary increase. Employees, who advance from the BA + 24 to the MA level and to any level above MA, shall receive a 5% salary increase. When earning a Master's Degree, employees may advance more than one level annually and shall receive the stated salary increases for each level advancement achieved.

Employees who receive their National Board Certification shall receive a 5% salary increase. Employees receiving an NBC adjustment shall be expected to maintain that

certification or sacrifice the salary increase. If it becomes necessary to reduce an employee's salary because they chose not to recertify, the salary reduction shall be exactly equal to the increase that was received at the time of the original certification. NBC teachers who recertify shall receive an additional 5% salary increase. The District shall reimburse NBC teachers the full application and processing cost for recertification, if such reimbursement is not available from the state and upon successful achievement of recertification. NBC teachers who declare in writing to the office of human resources their intent to retire within three (3) years of their recertification date shall not be required to recertify and shall not be penalized with a salary reduction. The District may require reimbursement of NBC salary increases(s) received during the period of time his/her certification had lapsed if the employee does not retire as per his/her stated intent. NBC teachers who have accepted District leadership roles, i.e. facilitator, curriculum leader, lead teacher or coordinator, shall not be required to recertify until such a time as a recertification process is available to them and they shall not be penalized with a salary reduction unless they fail to recertify within three years after recertification becomes available. In this case, if the teacher fails to recertify when a process becomes available, the District may require reimbursement of all salary increases(s) awarded for NBC. If it becomes necessary to seek repayment of the employee's salary because they chose not to recertify, the salary repayment shall be exactly equal to the increase that was received at the time of the original NBC plus salary increases earned, based on that dollar amount.

Nurses who receive their national certification shall receive a 1% salary increase.

Employees at the BA+24 level, MA+45 level and Doctorate level shall be eligible for educational salary adjustments. At the BA+24 level, employees shall be eligible for two (2) additional 2% salary increases for each 12 hours of education/professional development. Employees at the MA+45 level shall be eligible for three (3) additional 3% salary increases for each 15 hours of education/professional development. Doctorate level employees may pursue lane change post-doctorate every four years at a 5% salary increase for each 15 hours of education/professional development, not to exceed four total post-doctorate lane changes. Credits to be counted for educational salary increases for adjustment shall not be retroactive and must be earned after June 1, 2006. Credit will be given for college coursework and or renewal credit classes. Undergraduate coursework taken for credit by MA+45 and Doctorate level employees must have prior approval from the employee's evaluator and must be related directly to their teaching assignment.

D. COURSE APPROVAL PROCESS

Teachers will identify planned and/or proposed professional development. Teachers will submit the online Human Resources approval form to their evaluator. Human Resources will notify the teacher whether or not the desired professional development is approved for Level Change. Disputes related to approval of professional development coursework shall be directed to the Teacher Quality Committee and may be appealed to the District Resolution Team.

1. The credit/course must not be a duplicate of any credit/course for which one has previously received credit.
2. Credit/course attendance and work may not be done during assigned work time, unless using one's personal day(s). Assigned work time includes the eight hours of professional development in Article III.
4. Only credit/courses that are directly related to one's present teaching assignment with the Cedar Rapids Community School District will be accepted. Credit/courses that relate to a Schedule C/extracurricular assignment alone will NOT be accepted. Credit/coursework taken to obtain an administrative degree, and credit taken to obtain or achieve a new endorsement has been determined to be related to all teachers' assignments.
5. Credit/courses must be offered through an Iowa accredited university, college, or an entity provider (such as an AEA, ISEA, or the CRCSD recertification credit/courses) with the right to offer certification credit in Iowa. Advanced degrees from an institution outside of Iowa may be approved on a case by case basis by the District Resolution Team. The expectation would be that the program is of high quality with a nationally recognized reputation.
 - a) Employee completes online course approval form for the advanced degree, including a plan of study for the program.
 - b) Resolution Team Facilitator reviews the course approval form with Human Resources and determines if additional content expertise (lead content facilitators) to review the program is necessary for the District Resolution Team.
 - c) Content expert(s) review the program verifying if it meets high quality standards.
 - d) The District Resolution Team reviews the request including the review from content experts and makes a recommendation for approval/non-approval within 30 days of course approval form received.
6. Credits that qualify for CEU's in nursing will be accepted for level adjustment for school nurses.
7. All credit/coursework for a level change must be completed on or before September 1st of the year in which the level change is sought. This means that the provider institution must officially record the credit/course or degree on or before September 1st.

E. LEVEL CHANGES

Applications for a level change, NBC adjustment, or an educational salary adjustment shall be made to the District's Teacher Quality Committee prior to September 15th of the applicable contract year. If a transcript is not available by this date, other satisfactory evidence of the completion of a course will be recognized by the Teacher Quality

Committee Liaison pending receipt of the official transcript. However, the salary adjustment shall not occur until the official transcript is received by the Human Resources office. The salary adjustment shall be retroactive to the beginning of the school year. If, after making application for a level change prior to the September 15th deadline, an official transcript(s) is not provided on or before November 1st of the applicable contract year, the level adjustment or educational salary adjustment shall not be provided for that contract year. If, after making application for a level change prior to the September 15th deadline, verification of NBC certification is not submitted on or before February 1st of the applicable contract year, the NBC adjustment shall not be provided for that contract year.

Applications for level adjustments are available on the District's Human Resources website (Level Change Form).

1. Level Change form must be completed by the employee and submitted to Human Resources before September 15th of the school year for which the level change is being requested. The form can be found on the Human Resources website.
2. In the event that the transcript is not available by September 15, the waiver on the Level Change form must be completed.
3. An official transcript(s) must be provided on or before November 1st of the contract year. The only exception to this deadline is for those achieving National Board Certification. Upon receiving and submitting the National Board Certification official verification in December or January, one may earn a level change retroactive back to the start of the school year.
4. Level change, as for all changes in compensation, must receive board approval.
5. A failure to adhere to deadlines will mean that a level change will not be granted for that contract year. However, one may reapply for a level change the following year.
6. It is the teacher's sole responsibility to see that all application materials including transcript(s) arrive within the prescribed timelines. It is recommended that the employee have his/her transcript(s) sent to his/her residence and then personally deliver it/them to Human Resources. In this way, the employee knows if the correct transcript has been delivered within the prescribed timelines.

F. METHOD OF PAYMENT

1. The payroll department will provide a schedule for paydays at the beginning of each school year that provides for pay in equal installments bi-weekly on a Friday unless otherwise indicated as agreed upon by the District and the Association. Pay stubs and checks will be sent via US Mail to all employees if the payday falls on a school holiday. All new employees will be required to use electronic deposit of payroll.
2. Each employee holding a supplemental contract(s) shall be paid in equal installments

on every other Friday beginning on the second payday in September. An employee may elect to have the supplemental salary paid in total upon conclusion of the activity. Such election by the employee shall be made when the supplemental assignment is accepted. In the event an employee enters into a supplemental contract after the timelines have elapsed for paying in equal installments, the employee shall be paid for that supplemental activity in one lump sum upon conclusion of that activity.

3. During the summer recess, for employees not using electronic deposit, the paycheck shall be mailed to the employee's residence or bank. The school district shall not be required to mail a paycheck outside the United States.
4. Each employee shall have the option of receiving the remainder of her/his salary on the second regularly scheduled payday following the last day of the school year.

If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be revised by mutual agreement between the parties.

G. DEDUCTION

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of deduction shall be 1/191 of the employee's base-contract salary. In the event that an employee's duty year is different than the school year, the divisor shall be adjusted accordingly.

SECTION 4 EXTRA ASSIGNMENT AND COMPENSATION

A. POSTING OF EXTRA ASSIGNMENT VACANCIES

All extra assignment vacancies, except building level extended contracts, shall be posted for a period of five (5) days on the District's website. Employees, if properly certified, shall have the right to apply for such assignments by advising the responsible administrator within the five (5) day posting period.

SECTION 5 LEAVES OF ABSENCE

Both the Association and The District recognize the importance of teachers being in the classroom to instruct students. Both parties will make every effort to minimize teacher absenteeism.

A. PERSONAL ILLNESS OR DISABILITY

Personal illness leave is provided to employees with the expectation that it is generally accumulated for their protection. The District may request a statement from a health care provider even if leave time remains available.

Employees shall be granted leave without loss of pay for personal illness, childbirth, adoption and illness associated with pregnancy as follows:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and each subsequent year of employment	15 days

Personal illness may be accumulated to a maximum of one hundred ninety-one (191) days.

Employees who exhaust all accumulated leaves and who remain unable to work due to serious illness may be granted an additional leave of absence as an accommodation, provided the leave is directed by a health care provider.

Additionally, the employee may be eligible for coverage under the disability insurance program maintained by The District subject to the terms of the coverage.

Adoption:

An employee adopting a child shall be eligible to use accumulated sick leave for the period of bonding time required by the adoption agency.

Maternity Leave:

At least six weeks or until released by a health care provider, personal illness leave shall be granted for maternity leaves. Additional leave time may be granted for complications of the pregnancy or delivery and if additional time is recommended by a health care provider, for concerns related to the mother's health.

Paternity Leave:

Up to 10 days of accumulated personal illness leave may be requested for birth or adoption for paternity leave. This leave may be used on an intermittent basis.

District Resolution Team:

The District Resolution Team shall have the authority and flexibility to grant waivers allowing employees additional personal illness leave to cover maternity and/or paternity leaves and in cases where an employee has exhausted all personal illness leave.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family, an employee shall be granted a leave of up to three (3) days of absence without loss of salary or deduction from other leaves.

Unused leave shall be cumulative to a maximum of fifteen (15) days. Additionally, any employee who has exhausted all their family illness leave and needs additional time off to care for an immediate family member may convert up to five (5) days per year of their own accumulated personal illness leave and use those days or family illness leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, grandparent or grandchild.

The District may require a statement from a health care provider as proof of illness.

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for some other person is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to any grievance, complaint or appeal process.

The District Resolution Team shall have the authority and flexibility to grant waivers allowing employees to convert personal illness leave days for family illness leave when the employee's personal situation and circumstances warrant such consideration.

C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted up to five (5) days of leave of absence at the time of such death. The leave granted shall be without loss of salary or deduction of other leave, it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

In case of death of some other relatives, up to two (2) days of absence with full pay shall be granted. Other relatives shall be construed to mean sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis by the responsible administrator. Additionally, based on travel distance, the death of some other relative may warrant up to three (3) days of leave. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for the death of some other person and/or relative is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to the grievance provisions, complaint or appeal procedures.

Bereavement leave may be used on an intermittent basis. Days not used at the time of the death of a family member may be requested at a later date for purposes related to estate issues. For estate issues that may necessitate additional leave, requests may be made through The District Resolution Team.

D. EMERGENCY

An employee may be granted emergency leave of no more than one (1) day per year without loss of pay or deduction from other leave. Emergency leave shall not be cumulative.

Emergencies which qualify for use of this leave allowance are those situations of an unusual nature which require the employee's attention, which cannot be attended to outside of work hours. Leave requests will be considered on their individual merits. The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within three (3) days after returning to work.

Emergency leave may be used in one (1) hour increments.

If emergency leave is not approved, the employee may appeal to The District Resolution Team. A successful retroactive appeal will restore personal leave.

E. PERSONAL LEAVE

Each employee shall be granted two (2) days of personal leave per year. Personal leave shall be requested at least three (3) employee working days in advance of such leave unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave. Unused leave shall accumulate up to a maximum of five (5) days. Utilization of personal leave will be approved on a first come basis and no more than ten percent (10%) of the certified teaching staff may be absent on any given day due to leave under this paragraph (i.e. in a building with thirty (30) teachers, only three (3) teachers would be allowed to utilize personal leave on any one day).

F. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar and only when there is no opportunity to attend this observance outside of school hours may be excused by the responsible administrator without loss of salary.

G. JURY DUTY/COURT SUBPOENA

Jury Duty:

An employee called for jury duty shall continue to receive full salary less the amount of compensation paid to her/him for such service. The employee must submit the jury duty form provided by the court to the Superintendent or designee. When a juror is not required to do full-time jury duty, the employee is expected to return to work.

Court Subpoena:

If an employee is issued a court subpoena s/he shall continue to receive full salary less the compute of compensation, exclusive of reimbursable expenses paid to her/him for such service, provided this paragraph shall not apply in any matter to which The District is a party and the Association and/or one of its affiliates is also a party, if the subpoena has been issued on behalf of a party adverse to The District.

H. PROFESSIONAL

Each employee shall be eligible to make application in writing to the Superintendent or designee for professional leave to observe instructional programs or to attend conferences, workshops or seminars conducted by colleges, universities, educational institutions or organizations.

I. ASSOCIATION

The District shall grant a leave of absence without loss of salary to an employee for the purpose of transacting official Association business provided notice thereof is given in writing to the Superintendent or designee ten (10) calendar days in advance. Such notice may be waived by the Superintendent or designee at his/her sole discretion. Evidence of Association Approval shall be submitted. In no event shall the number of days granted hereunder exceed forty-five (45) in any school year.

** See additional information in Letters of Understanding.

J. MILITARY

Military leave shall be granted in accordance with applicable federal and state laws. Employees shall continue to accrue District seniority while on military leave.

K. GENERAL LEAVES

An employee may apply for a general leave of absence without pay or benefits. Such leave request for the next school year must be submitted by February 1 of the current school year. In emergency situations, leave requests submitted after February 1 may be granted by the Superintendent or designee. The granting or withholding of leave requests

submitted after February 1 shall not be precedential nor subject to any grievance, complaint or appeal process.

A leave of absence may be granted for adoption, child rearing, education, health, family illness, travel, and other reasons as deemed appropriate by the Superintendent or designee.

Upon returning to service, the employee shall be assigned to duties for which s/he has state certification and endorsement.

An employee granted leave who satisfactorily completes at least ninety-five (95) days of service in any given year shall be eligible for a step increase.

An employee on leave for a school year shall be issued a continuing contract for the next school year at the time other employees are offered continuing contracts. The contract offer shall be accepted or rejected within twenty-one (21) days of the offer. For other time periods less than a school year, an employee shall notify The District of her/his intentions thirty (30) days prior to the end of the leave or her/his employment shall be terminated.

L. ELIGIBILITY

For the purposes of this Article, Sections A-I, a part-time employee shall be granted leave benefits on a pro rata basis.

M. EXTENDED LEAVE OF ABSENCE

A written request for resolution time is available from the Human Resources office at the ELSC. Up to 25 workdays annually, per employee, may be granted for the following purposes:

1. To provide care for a critically ill member of the immediate family.
2. To conduct business related to the settlement of an estate.
3. Other purposes deemed appropriate by The District Resolution Team.

The District Resolution Team shall have the authority to extend leave of absence days beyond the 25 days specified above in unique and unusual situations.

N. LEAVE DECISION

Any leave request denied by Human Resources may be appealed to the District Resolution team.

Leave decisions made by the District Resolution Team may be appealed using the staff complaint procedures in board policy. Decisions of the District Resolution Team shall be deemed to have satisfied the immediate supervisor of that procedure.

SECTION 6 STAFFING PROCEDURES

A. DEFINITIONS

1. Bypass: Resolution Team decision to exclude an employee from the surplus process and/or reduction in force process for reasons pertaining to affirmative action goals and/or to preserve a program. This may be a consideration beginning at step #4 in the Staffing Procedure.
2. Continuing Contract: A contract that is awarded to a licensed employee as defined by Chapter 279 of the Iowa Code.
3. Endorsement: A current and valid authorization within a teaching license approved and awarded by the Iowa Department of Education to teach a specialized area.
4. Equivalent Position: A position with the same number of work hours and equal compensation.
5. FTE: Full Time Equivalency
6. FTE Score: FTE score is determined by the sum of the individuals' FTE for each continuous year of service since their most recent date of hire.

(Example: 16 years at 1.0 FTE = score of 16
 16 years at .5 FTE = score of 8
 2 years at 1.0 FTE and 2 years at .5 FTE = score of 3)
7. Involuntary Transfer: Movement to a vacancy using the District's right of assignment.
8. Licensure/Certification: Authorization awarded by the Iowa Department of Education to teach.
9. Opening: Potential spot for realignment, reassignment, leave of absence returns, involuntary transfers, recalled employees, and placement from the surplus pool. An opening may become a vacancy (see definition of vacancy) and the Human Resources Office will give notification of the change to vacancy.
10. Realignment: Mutual agreement between employee and administrator to change the employee's assignment without going through the application and interview

process. Occurs only within a building and in areas where the principal/hiring administrator has discretion. Employee can only be realigned into a licensure area that the employee currently holds.

11. Reassignment: District's right to assign personnel to best meet the needs of the district. Occurs only within a building and in areas where the principal/hiring administrator has discretion. Employee can only be reassigned into a licensure area that the employee currently holds. Decisions are not subject to grievance or appeal procedures.
12. Replacement Contract: A contract that is awarded to an employee for no longer than one (1) school year to replace a bargaining unit member on a leave of absence. If re-hired for a second consecutive school year, a continuing contract will be issued.
13. Resolution Team: A problem solving team comprised of district and association personnel.
14. Determination of seniority is based on 1) FTE score and, 2) first paid date of most recent hire.
15. Staff Allocation: The total number of staff allowed for each building by the district.
16. Surplus: Process used to remove excess staff from buildings. Staff moved to the surplus pool will be placed in district openings that are equivalent positions and for which they are licensed, in the order of their seniority. Staff in the surplus pool may not be placed into designated positions which require an applicant to go through the application and interview process.
17. Transfer: Movement to a vacancy using the hiring practices.
18. Vacancy: A position that exists after the options for realignment and reassignment has been exercised. This is the only place where a transfer or a person from outside of the district may fill a position.
19. Voluntary Surplus: Can occur after step #3 in the Staffing Procedures when an employee's:

- *FTE is reduced

- *New job assignment is substantially different

- *Mutual agreement of Human Resources, CREA, and employee

Employee is required to seek a consultation with a member of the Resolution Team before requesting to be voluntarily surplus.

B. STAFFING PROCEDURES

1. The District determines and provides staffing allocation to each building.
2. If the building staff must be reduced the building principal and an appropriate central office administrator will decide in which area the reduction will occur.
3. Realignment within a building can only be done when there is an opening and where the hiring administrator has discretion. An employee who requests, but is denied realignment may request and shall receive from the principal/hiring administrator a written explanation of the decision.
4. Reassignment can be done at any time where the principal/hiring administrator has discretion.
5. The person in the building and area to be reduced with the least district seniority goes into the surplus pool. Employees placed in the surplus pool will be provided an opportunity to indicate in writing what type of available positions in the District they would most like to fill and indicate what positions would not be a good fit for them. Those involved in making placements will take into account the employee's preference whenever possible. Bypassing can become an option at this level if mutually agreed on per a case-by-case review before the Resolution Team.
6. In the event of a tie in seniority an attempt at mutual agreement will be made between the CREA and the District. If no agreement can be reached, seniority will be assigned to the employee with the highest last four digits of their social security. (For example, 4321 is higher than 1234)
7. The employees returning from leave of absence are placed into the surplus pool.
8. Employees in the surplus pool are placed in existing openings according to seniority, licensure, experience, and to create the least disruption to the building. An employee offered an equivalent (same FTE) position may turn down their placement one time before accepting the second offer of placement.
9. Any employee in the surplus pool who is not placed may displace the least senior district employee in one of the originally-surplused-employee's licensure areas. The newly displaced person will enter the surplus pool. Step 7 may be repeated with the newly supplused person.
10. Concerns about any part of the staffing process may be referred to the District Resolution Team. However, reassignment and realignment are not subject to grievance or appeal. Transfers and reduction in force (RIF) decisions are subject to grievance or appeal.

11. Involuntary transfer and placement made out of the surplus pool may not be exercised into an alternative calendar school without the consent of the employee, excluding employees currently on the alternative calendar schedule.

C. REDUCTION IN FORCE (RIF)

1. Employees remaining in the surplus pool after all openings for which they are currently licensed have been filled are subject to reduction in force (RIF).
2. If the District, in its sole discretion, shall determine to reduce staff, an effort shall be made to accomplish such reduction by attrition.

If such reduction or dismissal occurs, those employees with a conditional license shall be reduced first.

No employee shall be reduced in force unless all other employees with less seniority have been reduced in force, except that the District Resolution Team may bypass seniority considerations if an employee is essential to maintain existing programs or the affirmative action program.

D. NOTIFICATION OF REDUCTION IN FORCE

1. The District shall provide written notice to the Association and to each employee who may possibly be affected by the Reduction in Force no later than April 30.
2. Any employee subject to RIF will have two (2) years of recall rights in reverse order of the reduction in force for any equivalent vacancy that they are eligible to be placed. The employee may turn down a placement if it is of lesser FTE or it is not equivalent and retain their recall rights. An employee offered an equivalent (same FTE) position may turn down their placement up to three times. Rejection of the third equivalent offer shall result in termination of the employee's right to recall.

Written notice of recall shall be sent to said employee at his/her last known address by certified letter, using restricted delivery service, with delivery receipt requested. It will be the responsibility of each employee to notify the Human Resources Office of any change in address. A copy of said notice shall be sent to the Association.

Failure of the employee reduced, pursuant to the provisions of this section, to respond to a certified letter from the District within five (5) calendar days after the receipt of notice, shall result in termination of the employee's right to recall.

If the employee accepts recall to a position of lesser FTE, he/she shall retain recall rights for a two (2) year period from the date of the lesser FTE acceptance, to a

position of greater FTE. The greater FTE is not to exceed the FTE position from which the employee was reduced.

E. SENIORITY

1. Seniority as defined in this section shall mean the total continuous service in the District from the most recent day of hire that an employee works for the District, in the bargaining unit, prorated by the employee's FTE beginning with their first day in paid status. Seniority shall accrue until the employee is terminated. Teachers who had previously worked for the District on a replacement contract will be given credit for their service during that time period for seniority purposes. For the purpose of the preceding sentence, a replacement employee will not be treated as having been terminated if she/he is rehired within fifteen (15) working days after the beginning of the succeeding school year.
2. Seniority is awarded based on FTE. Seniority shall apply system-wide. Employees transferred shall retain their prior seniority in the District.
3. An employee's seniority shall continue to accrue while on approved paid leave or FMLA.
4. Breaks in Service: If an employee leaves a position represented by the Association, and remains an employee of the District, the employee's accumulated seniority shall be frozen. If the employee returns to the bargaining unit, they shall receive credit for seniority previously earned as a member of the bargaining unit.
5. If an employee returns to a position in the bargaining unit after receiving a reduction in force, the employee shall receive credit for the seniority previously earned as a member of the bargaining unit, as long as they have recall rights.
6. Breaks in service and unpaid leaves of more than five (5) continuous days, shall be noted in Human Resources and verified by the Resolution Team Facilitator.

SECTION 7 HIRING PROCEDURES

A. VACANCY

A vacancy is a position that exists after the options for realignment and reassignment have been exercised. A transfer or a person from outside of the district may fill a vacancy.

1. All vacancies will be posted for at least five (5) days. The only incidences in which a vacancy may be permanently filled earlier than five (5) working days after the date of the posting are:

*When a vacancy occurs within a sixty (60) calendar day period beginning thirty (30) calendar days prior to the first day of pre-service each school year.

*When a vacancy occurs within a ten (10) day period prior to the typical start of a Schedule C assignment.

2. All vacancies shall include:
 - a. The date of the posting.
 - b. The first possible hiring date.
3. The District will prepare a job description for each posting. The job description may include:
 - a. Minimum qualifications for the vacancy.
 - b. Specific requirements of the position, i.e. transporting students, performing medical procedures, etc.
 - c. Applicable building philosophy programs and schedules.
 - d. Special student needs or demands to be considered.

The hiring administrator may modify the job description to reflect specific building/student needs.

4. Job descriptions will be made available to candidates before interviews take place.
5. The appropriate principal/hiring administrator should consult with a hiring committee to make decisions regarding staffing. If more than one candidate has applied for the position, the determination as to which candidate shall be offered the position, shall be made by the principal/hiring administrator. Hiring teams will receive training and should consider the following criteria:
 - a. Building needs
 - b. Licensure/Certification
 - c. Endorsements
 - d. Experience
 - e. Seniority
 - f. Student needs

The committee shall have the flexibility to determine the appropriate weight of each of the above listed criteria in making their selection.

6. Any employee not selected for a transfer may request and shall receive from principal/hiring administrator a written explanation of the decision.
7. Notification of Vacancies: An updated, electronic list of vacancies shall be posted by the Executive Director of Human Resources/designee. At all times, an

updated hard copy list of current vacancies shall be available at the Department of Human Resources.

8. Any employee shall have the right to apply for any vacancy for which she/he is licensed by completing a transfer application within the posting period. The employee applying for a vacancy may request an interview with the principal/hiring administrator. Any applicant who does not receive a requested interview shall, upon his/her written request to the principal/hiring administrator, be given in writing the reason(s) why the interview was not granted. All applicants not selected for a requested transfer shall be informed of the rationale for the selection.
9. An employee hired to replace bargaining unit personnel on approved leave shall be given a Replacement Contract. A replacement employee shall be advised of his/her status at the time of hire and will be advised of the expected duration of employment as a replacement employee.

B. INVOLUNTARY TRANSFERS

An employee involuntarily transferred, as determined and directed by the District, shall be notified of such an action as promptly as possible. Every effort shall be made to give such notice at least fourteen (14) calendar days before the transfer is to take place. The district shall consider the following factors when an involuntary transfer is required:

- a. Building Needs
- b. Licensure/Certification
- c. Endorsements
- d. Experience
- e. Seniority
- f. Student Needs

At the employee's request, a conference shall be held with the employee's immediate supervisor to discuss the action and reason(s) for the transfer.

SECTION 8 EMPLOYEE EVALUATION

A. ORIENTATION PROCEDURES

1. Orientation to the procedures shall be conducted for all employees during pre-service activities by the evaluator/designee.
2. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.

B. EVALUATION PROCEDURES FOR TEACHERS NEW TO THE TEACHING PROFESSION

Teachers who hold an “Initial” License from the Board of Educational Examiners (who are in their first or second year—or their third year under certain circumstances—in the teaching profession) are considered “beginning” teachers. They are evaluated using the following procedures:

1. At least one observation of the beginning teacher will be conducted by the evaluator in each of the first and second years of their profession.
2. The teacher may be asked to provide additional supporting documents/artifacts to verify his/her work under the eight (8) Iowa Teaching Standards. The evaluator will determine on a case-by-case basis the amount of other artifacts/documentation required of the teacher.
3. Prior to the last sixty (60) days of the beginning teacher’s first year, the evaluator will complete a summative assessment of the teacher’s performance to that point in the Iowa Teaching Standards. The evaluator should meet with the teacher during either December or January of the teacher’s second year of teaching to discuss their performance in the eight teaching standards.
4. At the end of the second year, the evaluator will complete a State Summative Evaluation of the teacher’s performance in the eight (8) Iowa Teaching Standards.
 - a. If the evaluator determines the teacher MEETS all eight (8) Standards, he/she will be recommended for a “Standard” teaching license.
 - b. If the evaluator determines that the teacher does NOT MEET ALL eight (8) Standards, he/she will NOT be recommended for a “Standard” teaching license. He/she will either be recommended for a third year of mentoring/induction provided by the District (if the evaluator feels that in one more year the teacher will be able to meet all eight standards) or he/she will NOT be eligible for renewal of teacher licensure, per Code of Iowa. A beginning teacher in this circumstance has a right to file an appeal with an adjudicator. If a third year of mentoring/induction is recommended, the evaluator shall inform the Executive Director of Human Resources and the Mentor Facilitator so that support procedures may be implemented.
5. Teachers who are new to the district and who are in their second year in the profession or teachers who are in their first or second year in the profession whose experience occurred out-of-state or in a non-public school in Iowa, will be part of the mentoring/induction program for a minimum of one (1) year. For each of these teachers, the evaluator will conduct part 1 above. If the evaluator confirms that, at the end of the teacher’s second year in the Mentoring and Induction

process, the teacher meets all eight (8) Iowa Teaching Standards, the evaluator will complete a State Summative Evaluation at the end of that year. However, if the evaluator confirms that the teacher does not yet meet all eight (8) standards, the teacher may be required to participate in a third year of mentoring and induction provided by the District. The evaluator shall inform the Executive Director of Human Resources and the Mentor Facilitator so that support procedures may be implemented.

C. EVALUATION PROCEDURES FOR TEACHERS WHO ARE NOT NEW TO THE TEACHING PROFESSION (VETERAN TEACHERS)

Teachers who hold a “Standard” or “Master Teacher” license from the Board of Educational Examiners are considered “professional” teachers and will be evaluated using the following procedures:

1. Every year, every professional teacher will complete an Individual Professional Development Plan (IPDP). He/she will determine a professional development goal(s) and meet with his/her evaluator in the first 45 (forty-five) days of the school year to seek approval for the selected goal(s). The achievement or progress toward the goal(s) may be discussed either at the end of the school year or in the following school year within the first 45 (forty-five) days of that school year. Modification of the plan after the initial approval may be done at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.
2. Veteran teachers (not on an Initial License) new to the District will be considered to be in the third year of the evaluation cycle.
3. Every third year, the professional teacher will undergo a Performance Review. In a teacher’s Performance Review year:
 - a. The evaluator will conduct at least one observation of the professional teacher.
 - b. The evaluator will complete a summative assessment, the Performance Review Summative Evaluation, of the professional teachers’ work under the eight (8) Iowa Teaching Standards.
 - c. The teacher will be required to submit at least one artifact from each of the following: a student, a parent, and another teacher. The teacher may also be asked to provide additional supporting documents/artifacts to verify his/her work under the eight (8) Iowa Teaching Standards. The evaluator will determine on a case-by-case basis the amount of other artifacts/documentation required of the teacher.

- d. The performance review conference shall be completed prior to the final ten (10) days of the school year. During this conference:
 - i. The evaluator shall document the teacher's continued competence in the Iowa teaching standards.
 - ii. If, at the conference, additional documentation, evidence, or artifacts are requested by the evaluator, a mutually agreed upon time will be set for a follow-up meeting to review said documents, evidence, or artifacts.
 - iii. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future professional goals that might be included in the his/her next Individual Professional Development Plan.
4. Both the evaluator and the teacher shall sign and date the Performance Review Summative Evaluation. Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she has received a copy. The teacher has a right to respond to the Performance Review Summative Evaluation in writing and have that attached to the review when it is placed in the personnel file.
5. When an evaluator notes concerns about the teacher's performance, but said concerns do not constitute a deficiency, the teacher and evaluator shall agree on goals for the upcoming Individual Professional Development Plan to address the concerns.

D. OBSERVATION PROCEDURES

1. At least one observation shall be for a continuous length of time no shorter than thirty (30) minutes and shall be conducted at a mutually agreed upon date and time. No observation shall be conducted during the first twenty (20), or last twenty (20) days of the contract year, except by mutual agreement. No observation shall be conducted the day before or after a day of vacation or holiday, except by mutual agreement.
2. The evaluator and teacher shall mutually agree upon dates for the pre-observation conference, observation and post-observation conference meetings. The pre-observation conference must be at least two days prior to the observation. The post-observation conference must be no later than five (5) days following the observation.
3. The evaluator's written observation comments shall be reviewed at the post-conference. The teacher will bring a written reflection of the observation, which

will not be included in the personnel file. The observations of the administrator and teacher will guide a collaborative conversation about the observed lesson.

4. A classroom observation shall not be considered a meeting for purposes of representation.
5. Nothing shall preclude additional informal observations of the teacher's performance.

F. REPRESENTATION

The teacher may have a representative present at any meeting involving evaluation. However, the timelines shall not be delayed or disrupted. Representatives must be available within a reasonable timeframe.

G. EVALUATION SUMMARY

A professional teacher/nurse who receives a formal written evaluation that concludes the employee's performance is in part or, overall unsatisfactory may file a complaint alleging that the evaluation is incomplete, inaccurate or unjust.

H. PROFESSIONAL TEACHER SUPPORT PROCEDURES

Level 1: Intervention

1. Professional teacher support is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.
2. Support Procedures:
 - a. The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the support plan which identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.
 - b. The support plan shall include action steps, resources, and assessment procedures, as well as a timeline.

- c. At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).
- d. The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator unless failure to do so would violate the mentor's legal obligations. The mentor's observations and/or comments do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
- e. The teacher and the mentor(s) may be provided release time during the regular school day to collaborate.
- f. After the support plan has been completed, or upon receipt of a written request from a teacher to discontinue the process, the evaluator shall make one of the following recommendations:
 - i. Concern resolved; the teacher returns to the individual professional development plan.
 - ii. Progress noted, a new support plan is developed.
 - iii. Concern not resolved; a recommendation will be made to place the teacher on Intensive Assistance.
- g. The evaluator shall share with the teacher the completed Support Plan Summary including the information and evidence used to make this recommendation. The teacher's signature does not necessarily indicate agreement. The teacher has the right to respond to the recommendations in writing.

Level 2: Intensive Assistance

Intensive Assistance is required by state law and is not subject to either bargaining or grievance procedures.

I. REPRESENTATION

The teacher may have a representative present at any meeting involving evaluation. However, the timelines shall not be delayed or disrupted. Representatives must be available within a reasonable timeframe.

J. EVALUATION SUMMARY

An employee who has completed at least three (3) years of continuous service with the district and who receives a formal written evaluation that concludes that the employee's performance is in part or overall unsatisfactory may file a complaint alleging that the evaluation is incomplete, inaccurate or unjust.

K. DISCIPLINARY ACTIONS

Those actions identified by the District as disciplinary in nature shall not be subject to the terms and conditions of evaluation and/or support.

SECTION 9 MISCELLANEOUS

A. MILEAGE ALLOWANCE

Employees shall be reimbursed at the rate for state employees for authorized use of personal cars in connection with school district business. Employees who are assigned to more than one (1) school per day shall be reimbursed at a rate determined by the District but not less than the rate for state employees for all necessary driving done between arrival at the first assigned building at the beginning of the school day and the time of departure from the last location at the close of the work day. Employees so assigned agree to take the shortest possible route between schools unless an alternate route shall be approved by the responsible administrator.

SECTION 10 LETTERS OF UNDERSTANDING

A. The District shall have the option to place a new employee at the maximum salary of the range of salaries for that employee's appropriate level and years of experience. This option may be exercised to attract highly qualified candidates in hard-to-fill positions and/or to attract highly qualified minority teachers. The District is required to provide notice to the Association each time this option is exercised and the Association shall have the right to appeal and/or grieve requested placement.

B. The Resolution Team will determine how supervision duties and hours will be identified at the secondary level if extended hours for parent-teacher conferences are not scheduled.

C. HIGH SCHOOL COMPENSATORY TIME

To prevent the loss of teacher compensatory time due to the cancellation of winter conferences at the high school level, high school teachers will complete twelve (12) hours of supervision duty outside of the contract day. Supervision of academic or co-curricular activities may be used to fulfill this obligation.

1. The building administrator with input from coaches, directors and activity sponsors will compile a list of supervision needs. A schedule will be ready for teacher sign-up during building pre-service. Teachers will have an opportunity to sign-up for the supervision assignments that interest them.
 2. Teachers may facilitate trades with each other should conflicts arise with scheduled supervisions. Administration will be notified of the changes.
 3. Teachers may sign-up for all of their hours at the beginning of the year, or at the beginning of each term. Additional supervision opportunities may be added to the list each trimester. Teachers noting on their sign-up form that they wish to sign-up by term will not be automatically assigned supervisions by the building administrator.
 4. Participation in parent/teacher or IEP conferences after contract hours may count towards (twelve) 12 hours of supervision for both special education teachers and regular education teachers who are present at the conference verified by parent signature.
 5. Building administration will maintain the records of teacher participation.
 6. Teachers, who have not scheduled or fulfilled their twelve (12) hours of supervision by May 1, must use personal leave, if available. Extenuating circumstances, where another contractual leave may be appropriate, will be referred to the Resolution Team. If a teacher does not have personal leave to use, payroll will reduce their paycheck for unserved hours.
- D. The building administrator has the right to grant emergency leave. Leaves do not have to come to the Resolution Team to be granted, only if there is an inability to come to agreement at the building level. Personal Days do not have to be used before Emergency days, they are not related.
- E. ASSOCIATION LEAVE OF ABSENCE SHALL BE ADMINISTERED AS FOLLOWS
1. All days used for purposes of conducting Association business, related to the District regardless of the need for employment of a qualified substitute, shall be reported to the Executive Director of Human Resources, or his/her designee.
 2. Reported days shall accumulate as part of the total Association leave allowed by contract.
 3. All requested leave of absence for Association officers and/or elected delegates and alternates to attend the annual ISEA Delegate Assembly shall be granted by the District and not charged against Association leave.
 4. The Association may purchase additional leave of absence beyond the number of days allowed by contract at the discretion of the Superintendent or his/her

designee. This may include additional days for non-district related business. Additional leave shall be billed to the Association as the actual cost for a qualified substitute.

5. This Letter of Understanding shall continue in full force and affect unless modified or terminated.

F. THIS IS TO ADDRESS NEW LEGISLATION (IOWA CODE 284.8) REQUIRING PEER GROUP REVIEWS TO BE ADDED FOR EACH TEACHER'S PERFORMANCE REVIEW

1. A school district shall provide for an annual review of each certified employee's performance. Year 1 and year 2 of the performance review is conducted by the peer group but is not in lieu of the IPDP process with the evaluator. Year 3 is conducted by the evaluator.
2. The peer group shall review all of the peer group members.
3. Peer groups should be made up of two to six professional colleagues reflecting common grade level, content area, certification or other previously established groupings of individuals. If the peer group has not been identified by the time the IPDP is reviewed with the administrator, the administrator will assist in identifying a peer review team.
4. Peer group reviews shall be formative and shall be conducted on an informal, collaborative basis that is focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan.
5. Peer review involves multiple authentic sources of data such as classroom visits, videotaped lessons, review of course materials and reflective conversations.
6. Confidentiality is maintained between peer group members and the certified employee being reviewed shall have exclusive rights to all documentation.
7. Content of peer reviews shall not be incorporated into the summative evaluation unless provided by the certified employee as documentation from other teachers.
8. Peer group reviews shall not be the basis for recommending that a teacher participate in an intensive assistance program, layoff, or termination of a teacher, or any other determination affecting a teacher's employment status.
9. Orientation to the peer group review procedures shall be conducted for all employees during pre-service activities.

10. It is the goal of peer review to be completed within the teacher's normal scheduled day with the support of the building administrator. If substitute coverage is needed, contact the teacher quality (TQ) committee.

G. THIS IS TO ADDRESS SAFETY ISSUES AFFECTING TEACHING STAFF

1. Job descriptions will include requirements and additional training that may be required related to potential physical risk in managing student behavioral issues.
2. New teachers to the District will be provided training in behavior basics at the beginning of each school year. Other staff may be provided behavior training based on programming, building needs, or the needs of the teacher.
3. Every building will have designated CPI trained staff based on building needs and size. A list of resources from special services, GWAEA, etc. will be developed and provided for additional supports.
4. Each building will have a written response plan and protocol for identified students whose behavior is regularly disruptive for the school setting.
5. Student conduct that materially or substantially interferes with the educational process is prohibited. A teacher may refer a student who is disruptive or demonstrates inappropriate behavior to the building administrator/designee. There is an expectation that the situation will be addressed. Office staff/designee will assist the teacher if the student refuses to report to the office. Within each building, a system of communication will be used so appropriate teachers and administrators are aware of the outcome in a timely manner.

H. LEVEL CHANGES

The District and CREA agree to keep the current Level Change practice in place from September 1, 2018 to September 15, 2021. During this period of time, employees will be eligible to receive one more level change under the current program. In 2020-2021, teachers will start earning credits under the new program. CREA will appoint five (5) members to a work group comprised of District representatives and teachers to develop a new plan for determining eligibility for lane changes no later than the 2020-2021 school year.

The District and CREA agree the proposed changes will be given by the District to the Association in time for the parties to re-open the contract for the 2020-2021 school year. As it remains unclear whether Level Change after discussion and changes will be more closely aligned with evaluation, or with wages, the parties agree that its ultimate placement will be determined at the time agreement on the new program has been accomplished.

I. LEAVES

The District and CREA agrees that CREA will appoint five (5) members to a work group comprised of District and employee representatives to review and align leave policies and procedures for accessing and utilizing leaves. No changes to existing language will be made during the time the work group is engaged in its work. Barring a current practice that is out of compliance with existing laws, the work product of the work group will not result in a diminishment of leave benefits. CREA agrees the proposed changes will be given to the Association in time for the parties to reopen the contract for the 2020-2021 school year and to include the changes into the collective bargaining agreement.

EMPLOYEE ACKNOWLEDGEMENT FORM

This employee handbook describes important information about employment with the Cedar Rapids Community School District. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur and that such changes will be communicated to me through official notices. Only the Board of Directors of the Cedar Rapids Community School District has the ability to adopt any revisions to this handbook.

I acknowledge this handbook is not a contract of employment. I have received the handbook and I understand it is my responsibility to read and comply with the provisions of this handbook and any revisions made to it.

Employee Name (Printed)

Employee Signature

Date