

**WEST CENTRAL COMMUNITY
SCHOOL DISTRICT**

Certified Handbook

2023-2024





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CERTIFIED HANDBOOK AGREEMENT

In agreement between the West Central Board of Education and the West Central Education Association, a joint committee of 2-3 WCEA representatives, and 1-2 Board of Education members, along with the Superintendent of Schools will be convened on a yearly basis. The purpose of the committee is to review permissive language that is removed from the Master Contract and placed into a “*Certified Handbook*”. The contents of the permissive language will be frozen until the committee makes a recommendation to the West Central Board of Education, who will then consider the recommendations. All topics brought to the committee by members will be initially discussed, and if needed, researched for discussion at a future meeting.

All proposed changes by the committee to the “*Certified Handbook*” must be presented to the Superintendent no later than the first Monday of the month, before the regularly scheduled board meeting, so it can be added to the Board agenda. This is to ensure that it will be published in a timely manner. At the regularly scheduled board meeting, the committee will present their proposed changes to the Board. The board may accept/reject all or part of the proposed changes for the subsequent school year. Once changes are accepted by the Board, they are enforced for the next school year, in which the review process will begin again. The board may choose to table consideration of any or all proposals by the committee for consultation, at which time, must be considered, accepted or rejected in part or whole, no later than the next regularly scheduled board meeting.

Changes to the “*Certified Handbook*” can take place at any time if required by a federal or state entity mandate, law or requirement, which then those changes will take force as required with no consequence to the Board, superintendent or any member. If said action is due to a state or federal entity mandate, law or requirement is required, the Superintendent will make written notification to the lead employee representative and board, in a timely manner. In the event that a topic(s) of concern arises during the school year, after board action; both parties would meet to determine the need to review. If both parties are in agreement, the committee would convene to review the concern(s) and if appropriate provide guidance to the Board and WCEA.

The board accepting or refusing to accept any recommendation by the committee is not an action that can be grieved by the WCEA or any member of the staff. The members of the Board will make updates to the whole board as needed, with building representatives able to do so, at their discretion.

West Central Education Association

Superintendent of Schools

Tricia Wells, WCEA President

Rob Busch, Superintendent

Date

Date

SALARY SCHEDULE

A. Schedule A

The salary of each employee covered by the regular salary schedule is set forth in Schedule A:

*Step 0 = Step 2 Compensation for 1st two years

| Step No. | BA | BA+15 | BA+30 | MA | MA+15 |
|----------|--------|--------|--------|--------|--------|
| 0 | 35,992 | 37,547 | 38,325 | 39,102 | 40,657 |
| 1 | 36,925 | 38,527 | 39,329 | 40,128 | 41,730 |
| 2 | 37,858 | 39,506 | 40,330 | 41,155 | 42,803 |
| 3 | 39,413 | 40,813 | 41,668 | 42,523 | 44,234 |
| 4 | 40,346 | 42,119 | 43,005 | 43,891 | 45,664 |
| 5 | 41,590 | 43,425 | 44,342 | 45,260 | 47,095 |
| 6 | 42,834 | 44,731 | 45,680 | 46,628 | 48,525 |
| 7 | 44,078 | 46,037 | 47,017 | 47,188 | 49,956 |
| 8 | 45,322 | 47,344 | 48,354 | 49,365 | 51,387 |
| 9 | 46,566 | 48,650 | 49,692 | 50,733 | 52,817 |
| 10 | 47,810 | 49,956 | 51,029 | 52,102 | 54,248 |
| 11 | 49,054 | 51,262 | 52,677 | 53,470 | 55,678 |
| 12 | 50,298 | 52,568 | 53,703 | 54,839 | 57,109 |
| 13 | 51,542 | 53,875 | 55,041 | 56,207 | 58,540 |
| 14 | 52,786 | 55,181 | 56,378 | 57,575 | 59,970 |
| 15 | 54,030 | 56,487 | 57,715 | 58,944 | 61,401 |

B. Longevity

1. Each employee shall receive a bonus in addition to their regular salary. Bonus based on years of service to West Central Community School District. Longevity is allocated at the start of the qualifying school year.
 - a. For 15 to 19 consecutive years of service at West Central - \$600.00
 - b. For 20 to 24 consecutive years of service at West Central - \$800.00
 - c. For 25 to 29 consecutive years of service at West Central - \$1000.00
 - d. For 30 to 34 consecutive years of service at West Central - \$1000.00
 - e. For 35 and more consecutive years of service at West Central - \$1000.00

B. Placement on Salary Schedule

1. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement. Any employee hired prior to the beginning of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
2. Full credit shall be allowed for previous outside teaching experience in a duly-accredited school. Only experience within the fifteen (15) previous years will be counted.

C. Advancement of the Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file a request for advancement before March 15 of the school year preceding the lane change and provide suitable evidence (grade report or transcript; transcript required for MA lane movement) of additional education credit by September 1 with the Superintendent to support the lane change. Graduate hours that are approved by an accredited college or university that are within the College of Education or the subject matter area being taught will be accepted. Any courses outside of above parameters will require pre-approval of the District.
3. Incremental Denial: An employee who is denied his/her increment shall be given written notice of such denial prior to contract issues.

D. Schedule B: West Central Supplemental Salary Schedule (Contracted)

E. Schedule C: West Central Supplemental Salary Schedule (Non-Contracted) Ticket Taking:

Tournament/Jamboree/Triangular/HS&JH Combined: \$20/night
 Regular Varsity/Junior Varsity Events: \$10/night
 Regular Junior High Events: \$5/night

Regular Event Staff:

Varsity Events: \$60/night
 Junior Varsity Events:
 \$40/night Junior High Events:
 \$20/night

Tournament/Jamboree/Triangular Event Staff:
 Varsity Events: \$90/night

Junior Varsity Events: \$60/night
 Junior High Events: \$30/night

| Schedule B 2023-2024 West Central Supplemental Salary Schedule | | | | | | | | | | | |
|---|---------------|---------------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| \$ | 31,100 | Step 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Activities Director | | 15.00% | 15.55% | 16.10% | 16.65% | 17.20% | 17.75% | 18.30% | 18.85% | 19.40% | 19.95% |
| | | 4,665.00 | 4,836.05 | 5,007.10 | 5,178.15 | 5,349.20 | 5,520.25 | 5,691.30 | 5,862.35 | 6,033.40 | 6,204.45 |
| Head Coach - Football, Volleyball, Basketball, Baseball, Softball | | 12.00% | 12.55% | 13.10% | 13.65% | 14.20% | 14.75% | 15.30% | 15.85% | 16.40% | 16.95% |
| | | 3,732.00 | 3,903.05 | 4,074.10 | 4,245.15 | 4,416.20 | 4,587.25 | 4,758.30 | 4,929.35 | 5,100.40 | 5,271.45 |
| Head Coach - Girls/Boys Golf, Girls/Boys Track Drama & Speech | | 10.00% | 10.55% | 11.10% | 11.65% | 12.20% | 12.75% | 13.30% | 13.85% | 14.40% | 14.95% |
| | | 3,110.00 | 3,281.05 | 3,452.10 | 3,623.15 | 3,794.20 | 3,965.25 | 4,136.30 | 4,307.35 | 4,478.40 | 4,649.45 |
| Assistant Coach - Football, Basketball, Baseball Volleyball, Softball, Golf | | 8.50% | 8.95% | 9.40% | 9.85% | 10.30% | 10.75% | 11.20% | 11.65% | 12.10% | 12.55% |
| | | 2,643.50 | 2,783.45 | 2,923.40 | 3,063.35 | 3,203.30 | 3,343.25 | 3,483.20 | 3,623.15 | 3,763.10 | 3,903.05 |
| Head Track, Golf Assistant Coach - Vocal Music, Instrumental Music Drama & Speech Yearbook Advisor, Track | | 8.10% | 8.45% | 8.80% | 9.15% | 9.50% | 9.85% | 10.20% | 10.55% | 10.90% | 11.25% |
| | | 2,519.10 | 2,627.95 | 2,736.80 | 2,845.65 | 2,954.50 | 3,063.35 | 3,172.20 | 3,281.05 | 3,389.90 | 3,498.75 |
| MS - Football, Volleyball, Basketball, Track Cheerleading Coach | | 5.10% | 5.35% | 5.60% | 5.85% | 6.10% | 6.35% | 6.60% | 6.85% | 7.10% | 7.35% |
| | | 1,586.10 | 1,663.85 | 1,741.60 | 1,819.35 | 1,897.10 | 1,974.85 | 2,052.60 | 2,130.35 | 2,208.10 | 2,285.85 |
| Advisors - Prom, Spanish Pep Band, Set Construction Student Council | | 1.85% | 1.95% | 2.05% | 2.15% | 2.25% | 2.35% | 2.45% | 2.55% | 2.65% | 2.75% |
| | | 575.35 | 606.45 | 637.55 | 668.65 | 699.75 | 730.85 | 761.95 | 793.05 | 824.15 | 855.25 |
| Librarian - (only if assigned to individual already assigned full-time for teaching) | | 13.00% | 13.35% | 13.70% | 14.05% | 14.45% | 14.80% | 15.15% | 15.50% | 15.85% | 16.20% |
| | | 4,043.00 | 4,151.85 | 4,260.70 | 4,369.55 | 4,493.95 | 4,602.80 | 4,711.65 | 4,820.50 | 4,929.35 | 5,038.20 |

F. Method of Payment

1. Pay Period: Each employee shall be paid once a month on the 15th of each month.
 - a. Exceptions: When a pay period falls on or during a school holiday, vacation, or weekend, the employees shall receive their paychecks on the last previous working day.
 - b. Payment of salary shall be made in twelve (12) equal installments. However, the Board may grant in special circumstances and upon written application, permission to make payments in nine (9) equal pay periods.
 - c. Any employee who is working for the school on a non-contractual day and a pay request is submitted and approved prior to the end of the month will be issued a check the following pay period.
 - d. Summer Checks: Summer checks other than for summer school teachers, will be electronically filed into an account designated by the employee.

G. Teacher Salary Supplement Funds

As long as Teacher Salary Supplement is funded by the state the closed, combined salary schedule will be included in the master contract. Teacher Salary Supplement Program Funds will be distributed in twelve (12) equal payments starting in September and ending in August of the school year. These funds will be distributed according to the following:

1. Minimum salaries for the first year beginning teachers and Career 1 teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriations will be distributed first to the teachers who have received no step increase on Schedule A, those affected will receive monies equal to a step movement according to the salary lane they are at in the BA level.
3. Any remaining funds following (2.) will be equally distributed to all bargaining unit members starting on Step 0.

INSURANCE

A. Insurance

The board shall provide each teacher with \$7,200 annually to be paid September through August in equal installments. Such payments will be added to the gross payroll of each employee. All full-time teachers will purchase at least the single plan of the group health insurance. Employees may pay the premium costs with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. Premium costs of life insurance, dental insurance, dependent care and other medical expenses may be paid with the salary reduction dollars.

1. Part-time employees who are employed at least 50% but less than full-time shall have insurance benefits pro-rated to their contract. (NOTE: The employee is responsible for only their contribution of any required FICA and IPERS. The Board will assume the cost of the employer's contribution.)

B. Other Insurance

All employees shall be informed in writing at the commencement of the school year, of the insurance coverage, which the Board has purchased for the school year for the following:

1. Liability Insurance
 - a. Name and address of insurance carrier or agent
 - b. Limits of liability
 - c. Procedure to file claims
2. Worker's Compensation Coverage
 - a. Name and address of insurance carrier or agent
 - b. General outline of coverage
 - c. Procedure to file claims

EMPLOYEE HOURS

A. Contractual Workday

The in-school year for employees shall be one hundred eighty-nine (189) contractual workdays. A contractual workday shall consist of eight (8) consecutive hours commencing at 7:30 a.m., with a lunch period scheduled. There will be 176 student contact days and of those 174 will be instructional days with 2 compensation days for teacher conferences, six (6) Professional Development Days and six (6) holiday days, and one (1) scheduled work day at the beginning or the end of the school calendar. Teachers new to the District will be required to attend an additional day of orientation at the beginning of the school year. Supplemental or extracurricular duties shall be performed as assigned. Employees may leave after all children have been dismissed and buses have departed on Fridays, and days immediately preceding holidays or scheduled vacation periods and related to deteriorating road conditions. Children of staff members will be allowed to stay with their parent(s) in the event of an unscheduled early dismissal.

B. Leaving the Building

Employees may leave their building with the approval of the Superintendent and his/her designee upon showing good cause.

C. Preparation Period

Except in cases of emergency, all employees shall have a minimum of 200 minutes of preparation time per week. Recess duty and lunch duty will be excluded in this calculation. Non-student time between 8:10 a.m. and 3:30 p.m. will be counted.

D. Professional Development Days

During the school year there shall be six (6) Professional Development Days, and one (1) workday scheduled at the beginning or the end of the school year.

E. Holidays

No employee shall be required to perform duties on any of the following holidays; these days shall be considered paid holidays:

1. Labor Day
2. Thanksgiving
3. Christmas
4. New Year's Day
5. Good Friday
6. Memorial Day

F. Vacations

The following shall be non-contract day vacations:

1. The day after Thanksgiving
2. Christmas vacation shall consist of December 23 through January 1.
3. The Monday after Easter.
4. Two (2) school days of Spring vacation.
Should it become necessary to "make up" days lost, these days may be used.

LEAVES

A. Sick Leave

Employees are granted leave of absence for personal illness or injury with full pay in the following amount:

1. First year of employment is ten (10) days.

2. Second year of employment is eleven (11) days.
3. Third year of employment is twelve (12) days.
4. Fourth year of employment is thirteen (13) days.
5. Fifth year of employment is fourteen (14) days.
6. Sixth year of employment and each year thereafter, fifteen (15) days.

The above amounts shall apply only to consecutive years of employment in the West Central Community School District and unused portions shall be cumulative to a total of one hundred twenty (120) days. The Board may require such reasonable evidence confirming the necessity for such sick leave.

If any employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she may have accumulated from prior years or the current year of service with the District pursuant to its regulations thereto payable at the time regular installments are due under this contract notwithstanding the fact that he/she did not commence actual service under the contract for the year covered therein. An employee new to the District must perform services at least one (1) day in the contract period in order to receive any benefits of this article.

B. Maternity/Paternity/Adoption Leave

In compliance with the FMLA, a pregnant employee is eligible to take up to 12 weeks off work in a one-year period. The employee may use accumulated sick leave during her period of pregnancy and after delivery. The 12 week period does not include prenatal appointments. If no maternity sick days were used prior to delivery, the 12 week period begins immediately following delivery. Employees may be granted unpaid maternity leave beyond the twelve weeks if the employee files a statement from her attending physician that her condition is not satisfactory to assume full duties for which she is assigned. The District shall make no contributions to the retirement systems or insurance programs for an employee during such an unpaid leave of absence. The employee may maintain participation in the insurance programs by making payments to the District the 1st of the month for their entire premiums, to the extent the same is allowed by the carrier retained by the District.

C. Extended Sick Leave

An employee who is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the remainder of the school year. The leave may be renewed the next year upon written request by the employee and a statement from the employee's physician that said illness or disability incapacitates the employee so as to render him/her unable to perform his/her ordinary functions as an employee.

D. Family Illness Leave

Each employee may use up to 10 days for illness in the immediate family each year, which will be charged against the employee's accumulated sick leave. Immediate family shall include spouse, child, grandchild, parent, grandparent, parent-in-law, or a person for whom the employee is the primary caregiver. One personal sick leave day will be deducted for each day used for family illness through the sixth day; three personal sick days will be deducted for each day used for family illness for days 7-10.

E. Personal Leave

At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. Three days may be used at the employee's discretion with one-day advance notice to the Superintendent and/or principal. These personal days may not be taken during the first two (2) weeks of school, the last two (2) weeks of school, the day before any holiday or vacation, nor the day after any holiday or vacation. The third personal day and any carry over days will be paid at per diem rate minus the cost of hiring a substitute teacher. Two personal days may be carried over from the current school year to the next school year for a maximum of five

(5) days. Employees will not be allowed to use more than three (3) consecutive days in any given year. This can be waived at the discretion of the Superintendent and cannot be grieved by other employees.

F. Sick Leave Donation Program

In the event the Superintendent is notified that a catastrophic illness or injury results in an employee exhausting all sick leave, if applicable, co-workers may donate accumulated sick leave to the absent employee. Such donation of accumulated sick leave will be applied as follows:

1. In the event an employee has expended all of his/her paid leave, a written request can be made for the Sick Leave Donation Program. This will include medical documentation and submission of application form. The superintendent will communicate to the business manager that a request has been made. The business manager will notify employees of the request and ask if any employee is interested in donating accumulated sick leave. This notification will not contain any personal information other than the person's name making the request. Employees interested in donating an accumulated sick leave day to a specific individual may do so by making arrangements through the Business Manager.
2. This leave can be used only for catastrophic illness or injury, such as cancer, heart attack, premature birth, extended bed rest prior to the birth of a child, amputation and recovery, life-threatening accident or illness. This will not include normal birth and delivery, routine surgeries, or cancer of a family member.
3. A committee of two administrators, two association members, and one board member will meet to consider requests under the sick leave donation program. Decisions of the

program committee with respect to eligibility of the requesting individual shall be final and binding and not grievable.

4. Employees may donate up to three days of their sick leave. Unused days are returned starting with the employee with the least number of accumulated days who has donated. No donated days may be carried over to another school year.
5. Drawing from more than one source for sick days is illegal and will not be allowed. An employee receiving compensation from the State Compensation Insurance Fund or the District's or any other Short or Long-Term Disability Insurance for a period of time during which the employee is receiving sick leave days from the program, and consequently is receiving full pay, shall be granted leave from the program. Unused days will be returned to donors as previously outlined.
6. All employee donations will remain anonymous.
7. The employee will be allowed the entire number of days donated in this particular case. However, only one request may be made per individual per school year.
8. Regardless of the per-diem rate of the person donating sick days, the rate that the days are paid out will be based on the per diem rate of the person who made the request for sick days.

G. Jury Duty

Any employee called for jury duty during school hours shall be provided such time with pay. Any fees or remuneration the employee receives during such leave shall be turned over to the District.

H. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of death of any employee's spouse, child, mother, father, sister, brother, father-in-law, mother-in-law, but no other-in-law. Employees shall be granted up to two (2) days of leave in event of death of any other member of the family. Said leave shall be in addition to any sick leave. Employees shall be further granted a maximum of one (1) day of leave per school year in the event of the death of a close friend. This leave shall also be in addition to sick leave.

Employees shall be granted an additional day of leave in the event of a death of a close friend or other member of the family, as defined in this paragraph, if the funeral for the close friend or other member of the family is held one hundred fifty (150) miles or more from Maynard.

I. Good Cause

The Superintendent may, upon receipt of a specific written request from the employee, grant, in writing, other temporary leaves of absence with pay for good cause.

J. Unpaid Leave

Other temporary leave of absence without pay may be granted in writing by the Superintendent for good reason.

K. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

L. Professional

Each employee may be granted two (2) days for professional leave. Professional leaves shall be used for educational purposes. The employee desiring to use a professional leave day shall make a written application to the Superintendent at least one (1) week in advance of his/her absence. Professional days shall be and for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other education institutions or organizations.

M. Association Days

Two days for the one (1) duly elected delegate of the Association shall be available to this delegate to attend the Iowa State Education Association Delegate Assembly. The delegate so chosen shall notify the Superintendent one (1) week in advance of the meeting. If a substitute teacher is required, the Association shall pay one-half (1/2) the cost of said substitute.

REDUCTION AND TRANSFER PROCEDURE

A. Reduction Procedure

Any employee affected by the reduction of employment shall be notified by April 30th. When the staff is to be reduced, the following procedure shall be followed in sequence:

1. When possible, reduction shall be first accomplished by attrition.

2. Unless needed to maintain an existing program, those employees with emergency or temporary certification shall be released first (1st).
3. Unless needed to maintain an existing program, fully certified employees properly endorsed by the State of Iowa in the curricula area affected and with least seniority in the District shall be released second (2nd).
4. If all else is equal, reduction will be based on administrative formal evaluation of job performance.

C. Recall Rights

1. Any employee terminated pursuant to this policy shall have recall rights to any position for which he/she is certified for two (2) years from the effective date of his/her termination and shall be recalled to available vacancies in reverse order of termination, if qualified to fill the position.
2. Any employee re-employed shall be placed at the salary schedule he/she attained prior to the reduction in staff.
3. When a vacancy occurs, the affected teacher will be given written notice of the vacancy and shall respond in writing within fifteen (15) days of notification. If no response is received, the affected teacher's recall rights shall terminate. It is the employee's responsibility to keep the District informed in writing of the employee's current address. Notice required under this Article shall be given to the teacher's last known address as filed with the District.

D. Voluntary Transfer Procedure

1. Notification

The Superintendent shall post in the teachers' workroom a list of teaching or supplemental vacancies, which occur during the school year and for the following school year upon knowledge of said vacancies.

2. Filing Requests

Employees who desire to make an application for posted vacancies for teaching assignments or supplemental assignments shall make a written application to the Superintendent.

E. Involuntary Transfer Procedure

1. Notice

Notice of any involuntary transfer or reassignment shall be given in writing to affected employees as soon as practical, and in no case later than July 1st.

2. Criteria

Involuntary transfer shall not be made for wholly arbitrary and capricious reasons.

F. Seniority List

A seniority list compiled by human resources and the Superintendent shall be presented to the employees and Association by November 1st of each year. The seniority date will be the date the employee's contract has been approved by the Board. Employees will be listed in each area that they are certified and have had experience in the West Central Community School District.

Any errors or invalid placements must be presented to the Board in writing by an employee or the Association within 15 days of the list being distributed. If any changes are requested to the list a final listing shall be presented to affected employees and the Association within thirty (30) days.

SAFETY MATTERS

A. Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be closed by the official, and all students and staff evacuated until such as a thorough search reveals the bomb or the lack thereof. No employee shall be required to search for a bomb.

B. Certified staff will be issued an exterior door and room key for his/her building and classroom.

EVALUATION PROCEDURE

A. Tier 1 (Beginning Teacher)

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review.

B. Tier 2 (Career Teachers)

1. Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to Iowa Teaching Standards and District Student Achievement Goals may be evaluated using the same methods as in Tier 1. Each teacher in Tier 2 shall be required to develop an individual career development plan every year.
2. During year one of the cycle, each staff member shall create an individual career development plan, which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's plan.
3. During the first two years of the cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria. The evaluator may formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in the three-year-cycle. At least one formal observation shall include a pre-observation and a post-observation conference. In addition to the formal observations, the evaluator may conduct informal drop-in or walk-through observations without prior announcement at any time during the three-year cycle. The teacher shall provide evidence-linking artifacts to the Iowa Teaching Standards and Criteria that have not been identified through observation. In year three, the completion of the Individual Career Development Plan will occur; a written review by the evaluator after the teacher and evaluator have discussed the teacher's progress and outcomes on the Individual Career Development Plan will be completed; and a three-year summative review will be conducted.
 - a. Within fifteen (15) school days of the classroom observation, the person making the observation and the teacher being evaluated shall meet to discuss the observation(s).
 - b. Every employee shall be formally evaluated at least every three (3) years.
4. Subsequent to the formal written evaluations, the evaluator and the employee shall meet to discuss the formal written evaluation. Said meeting be within three (3) weeks of the submission of any formal evaluation.
5. The employee may submit his/her reactions to the written evaluation in duplicate; one copy to be given to the evaluator, and one copy to be attached to the formal written evaluation to be placed in the employee's file.

C. Tier 3 (Intensive Assistance)

1. **Purpose:**
The purpose of Tier III is to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards. This plan demonstrates West Central's commitment to quality teaching by providing a supported, structured, serious system of assistance to ensure that every career teacher is meeting the Iowa Teaching

Standards.

The specific intensive assistance plan provides a good faith effort to support and guide the career teacher in meeting the expectations set forth in the Iowa Teaching Standards. This plan provides a more structured and intensive mode of supervision for a period, not to exceed twelve months, for the staff member who is not consistently demonstrating one or more of the Iowa Teaching Standards.

The decision regarding implementation of Tier III should be collaborative, but may be directive. This plan is intended to provide the highest likelihood for professional improvement. This process may begin at any time. Because of the personal nature of this plan, confidentiality is expected of all participants. Tier III consists of two phases.

2. Awareness Phase:

In the awareness phase, the administrator/evaluator identifies a problem relating to the Iowa Teaching Standards (only Iowa Standards one through seven can be identified for placement in an intensive assistance tier) that is characteristic of a teacher's performance rather than an anomaly. The evaluator should contact the staff member in writing, make him/her aware of the problem, collaboratively develop the means to resolve the problem, and schedule a time to discuss resolution. While the teacher and the evaluator attempt to resolve the problem, the staff member continues to work on the District and Individual Teacher Professional Development Plans. At the conclusion of the agreed upon timeframe, (not less than one month and not to exceed three months) the evaluator will review the progress and will make one of the following recommendations:

- a. The problem is resolved and the staff member is removed from the awareness phase and resumes to work within Tier II.
- b. The problem is not resolved, the staff member is notified in writing and placed into the assistance phase. The evaluator will notify the teacher if placement in the assistance phase suspends the professional development plan in Tier II.

3. Assistance Phase:

After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of placement in the Assistance Phase. A copy is forwarded to the Superintendent's office and is placed in the teacher's personnel file. The staff member should also be notified of their right to request assistance from their local association. A conference will be held between the staff member and the evaluator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teaching Standards (Standards 1-7) as well as specific-growth promoting goals that are measurable, action-oriented, realistic, and time-bound. In addition, the plan will include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. If requested by the teacher, the evaluator will identify a team of individuals who has the

knowledge and skills to assist the identified teacher in improving his/her performance. This team may also assist in the development of the intensive assistance plan but may not change the standards by which the teacher was placed on intensive assistance. The summative evaluation of the teacher in the intensive assistance tier must be made by the designated evaluator. At the end of the designated time frame, one of three recommendations will be made at the time of the summative evaluation:

- a. The problem is resolved; the staff member is removed from the Assistance Plan.
- b. Progress is noted. The initial timeline is extended but may not exceed twelve months from the date of entry into the Awareness Phase according to Iowa law. Work will continue in the assistance phase.
- c. The problem is not resolved, progress is not noted. Actions are then taken by the District to move towards a recommendation for non-renewal of contract.

SEPARABILITY, PRINTING, & DURATION

A. Separability

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

B. Sharing of Documents

Copies of this Agreement shall be distributed as follows:

1. Each member of the certified staff will receive an electronic copy of the Master Contract, including the salary schedule, and the Employee-Management Handbook. The electronic copy will be located on the school website for staff/public review.
2. President of the Association receives one (1) electronic copy
3. One (1) electronic copy to be held on file in the Superintendent's Office for public information.

C. Duration

The agreement shall be effective as of July 1st, and shall continue in effect until and through June 30 of the following year.

D. Notices

Whenever any notice is required by either party of the agreement to the other party, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board at the Office of the Superintendent, P.O. Box 54, Maynard, Iowa 50655
2. If by the Board, to the Association, c/o P.O. Box 121, Maynard, Iowa 50655

E. Signature Clauses

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiations and their signatures placed thereon, all by 30th of June each year. Signature is located in the first section.

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. Application

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee to act on any grievance within the prescribed time limit will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limit shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation of other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

4. The employee shall have the right of representation at all steps of the grievance procedure.

C. Procedure

1. First Step

The grievant shall within five (5) school days of the alleged violation and complaint, file in duplicate the grievance in writing with the Principal, and shall with the Principal, at a mutually agreeable time, discuss the matter. The written grievance shall be on the form as set forth in Form B and shall state the nature of the grievance, the specific contract clause or clauses giving rise to the grievance, and shall state the remedy requested. If the Association or employee files any claim or complaint on any form other than Form B, then the school district shall not be required to process the same claim or set of facts through the grievance procedure. The Principal shall then make a decision on the grievance, and shall communicate said decision in writing to the employee, the Association, and the Superintendent within seven (7) school days after discussing the grievance with said employee. If the Principal and Superintendent are one in the same individual, the grievances shall proceed to step three (3).

2. Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee shall file, within five (5) school days of the Principal's written decision at the first step, a copy of the grievance with the Superintendent. Within five (5) school days after such grievance is filed, the aggrieved employee and the Superintendent or his/her administrative representative shall meet to resolve the grievance. The Superintendent or his/her administrative representative shall file a decision on the grievance within ten (10) school days of the second step grievance hearing, and communicate it in writing to the employee, the Association, and the Principal.

3. Third Step

If the grievance has not been resolved satisfactorily at Step Two, there shall be a third (3rd) and final step consisting of binding arbitration. Within five (5) school days of the decision rendered under Step Three, the Association with the approval of the employee shall notify in writing the Superintendent of their intention to submit the grievance to binding arbitration pursuant to this step. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot, which party shall have the right to remove the first name from the list. The party having the right to remove

the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than five (5) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The arbitrator in his/her opinion shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement.

D. Released Time

Should the presence of an employee, during the normal school day, be required for grievance hearings at any level, released time shall be granted without loss of compensation.

E. Separate Grievance File

All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

F. Exceptions to Time Limits

When an alleged grievance occurs on or after May 1, time limits shall consist of all weekdays, so that matter may be resolved as soon as possible.

G. Association Rights

The West Central Education Association may be present at all levels of this procedure beginning at level one.



**FORM B
GRIEVANCE FORM**

West Central Community School District

_____ Building

Name of Aggrieved Person(s)

A. Date of Grievance _____

B. Specific contract clause or clauses violated _____

C. Statement of grievance _____

D. Remedy Requested or Relief Sought _____

Date: _____

Signature of an aggrieved person or the
Aggrieved person