CLAYTON RIDGE CSD / EA 05-06

# AGREEMENT

# BETWEEN

# CLAYTON RIDGE COMMUNITY SCHOOLS

# AND

# CLAYTON RIDGE EDUCATION ASSOCIATION

# 2005-6

# ARTICLE I

# INTRODUCTION

The Board of Directors of the Clayton Ridge Community School District, of the State of Iowa, and the Clayton Ridge Education Association agree as follows:

# ARTICLE III

# GRIEVANCE PROCEDURES

## Section 1

A grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. The term "grievant" shall mean the employee making the claim, or when applicable, the Association, making a claim on behalf of one or more employees

An employee shall be free to resolve complaints with the employer without Association representation, however, at no time will an employee be denied Association representation if requested by the grievant

## Section 2

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. However, when two or more employees covered by this agreement have individual grievances arising from the same occurrence the Association, instead of the employees, shall have the right to present the grievance in accordance with these procedures.

The failure of any employee or the Association to initiate a grievance or appeal it to the next level within the prescribed time limits shall act as a bar to any further appeal, and if an administrator fails to give a decision within the time limit the grievant shall proceed to the next step. All time limits consist of school days (defined as consecutive contract days of employment) unless a grievance is submitted less than ten (10) days before the close of the current school term in which case it will be processed within a maximum of thirty (30) days The time limits, however, may be extended by mutual agreement.

Any investigation or other work on the grievance shall be done without any interruption of the grievant's instructional or work-related duties

## Section 3

An attempt shall be made to resolve any grievance in informal discussions between the grievant and his or her immediate supervisor.

If the grievance cannot be resolved informally, the grievant shall file a grievance (defined as Step 1) in writing on "Grievance Report Form A" (attached in appendix) and, at a mutually agreeable time, discuss the matter with the grievant's supervisor The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of this agreement in contention, and shall state the remedy requested The filing of this formal written grievance at Step 1 must be within fifteen (15) days from the date of the event

The supervisor or their designee shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within six (6) days after receipt of the grievance. The employee shall acknowledge receipt of this written decision by signing the Grievance Form, but this signature does not mean that the employee agrees with the decision

## Section 4

If the grievance has not been satisfactorily resolved at Step 1, the grievant shall proceed to Step 2 within five (5) days of the employee's receipt of the Step 1 written decision Within six (6) days of receipt of the employee's Step 2 grievance form, the employee and the superintendent or designee shall meet to attempt to resolve the grievance If this meeting does not satisfactorily resolve the grievance, the superintendent or designee shall communicate their decision in writing to the employee and his immediate supervisor within ten (10) days.

# ARTICLE IV

## DUES DEDUCTION

A. Authorization

An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form of the Assignment shall be as set forth in Form B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct an equal portion of the total dues from the regular salary check of the employee each pay period

Form B (attached in appendix) shall be provided to the business office 10 calendar days prior to the initial pay period

C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurance

D. The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions

E Professional Development and Educational Improvement

1 Application

An employee who plans to enroll in a course or in a graduate program, and wishes this work to apply toward an education stipend and/or educational lanes on the salary schedule should follow these guidelines:

a Courses must be completed at a college or university offering an accredited graduate program.

b. Additional hours beyond a baccalaureate degree level must be in the teacher's respective teaching field and be toward an advanced degree

c. Masters degrees and any graduate hours in any phase of Educational Administration for certification as a Principal or Superintendent will not be allowed as the equivalent of an advanced degree or graduate hours for advancement on the salary schedule

d The Board recognizes that in certain circumstances graduate hours may be beneficial to the teacher, the District, and the educational process although not directly applicable to an advanced degree in that teacher's respective teaching field. Therefore, the Board may make exceptions to the general rule that graduate hours must be toward an advanced degree in the teacher's respective teaching field. Employees requesting an exception shall do so in writing prior to enrolling in the course.

e Present teachers in the District now holding masters degrees or higher, as well as any additional hours beyond a baccalaureate degree, previously approved by the Board of Directors not in their respective teaching fields, will remain in their present salary lane for the term of this contract

f If an education stipend is to be added to next year's contract it must be submitted to the Board for approval by March 1.

2. Remuneration

a Upon successful completion of an approved course or seminar, the employee shall notify his/her supervisor.

b. Evidence of completion shall be a transcript of the additional credit hours

c To receive educational stipend advances, notification must be made five calendar days prior to the September pay period

# SCHEDULE A – SUPPLEMENTAL PAY

| Music/Drama | | |
|---|---|---|
| Instrumental Music | High School | 13.5% |
| | Middle School | 8 0% |
| | Elementary | 1.5% |
| Vocal Music | High School | 9 0% |
| | Middle School | 6.0% |
| Musical | High School | 7 0% |
| | Middle School | 4.0% |
| Plays | High School | 5 0% |
| | Middle School | 4.0% |
| Speech | High School | 4.5% |

| Drill Team | |
|---|---|
| Head Coach | 8 0 % |
| Assistant | 1.5% |

| Basketball, Football, Volleyball, Wrestling | |
|---|---|
| Varsity | 13 5% |
| Assistant Varsity | 9.5% |
| Junior High | 6 0% |
| Assistant Junior High | 6.0% |

| Baseball, Softball | |
|---|---|
| Varsity | 13 5% |
| Assistant Varsity | 9.5% |

| Track | |
|---|---|
| Varsity | 10.0% |
| Assistant Varsity | 6.0% |
| Junior High | 6.0% |

| Cross Country | |
|---|---|
| Varsity (Boys & Girls Combination) | 10.0% |

| Other | |
|---|---|
| Middle School Student Council | 2.5% |
| Cheerleading (per season) | 4.0% |
| Majorette Sponsor | 3 0% |
| National Honor Society | 2.0% |
| FCCLA | 2 0% |
| FFA | 7 0% |
| Scorekeepers | $20 per night |
| Timekeepers | $20 per night |
| Football Announcers | $20 per night |
| Pep Bus Chaperones | $20 per night |
| Ticket Takers and Sellers | $20 per night |
| Summer Drivers Education | 65% per student |

| Golf | |
|---|---|
| Varsity (Boys & Girls Combination) | 10 0% |
| Assistant (Boys & Girls Combination) | 5 5% |

| Annual | |
|---|---|
| One employee, no assistant | 9.5% |
| Head | 5.25% |
| Assistant | 4.25% |

| Athletic Director | |
|---|---|
| High School | 15 0% |
| Middle School | 10.0% |

All extra curricular supplemental pay positions will be at the discretion of the Board of Education

# ARTICLE VII

# INSURANCES

Insurances

A The Board agrees to make the following payments toward employee's monthly payments for health and major medical insurance:

| | |
|---|---|
| Single Coverage | $510 00 per month |
| Family Coverage | $750.00 per month |

B The difference between the single coverage amount and the single coverage premium may be applied toward a tax-sheltered annuity and/or board-provided group insurance as shown below.

C. The Board agrees to pay $12 00 per month toward the premium for single dental insurance coverage, with the understanding that if more than one family member is a member of the bargaining unit, they may apply their individual single premium for family coverage

D The Board further agrees that health, dental, life, and long-term disability insurance coverage shall be for a full twelve-month period beginning September 1 and ending August 31.

E The Board agrees to provide Group Term Life Insurance for $20,000 coverage per member and Long Term Disability Insurance to the association members, at a cost not to exceed nine thousand four hundred dollars ($9,400 00), for the entire contract year

F If more than one family member is a member of the bargaining unit they may apply a maximum amount of $80.00 toward the monthly payment for health and major medical insurance. Any remaining amount of the $80.00 not used will be included in their payroll checks

B. Personal Leaves

A leave of absence of three (3) days per year shall be granted for personal leave. Personal leave days shall be cumulative to a maximum of five (5) days Notification for personal leave shall be made at least twenty-four (24) hours before taking such leave If personal leave is taken without prior notice because of an emergency, employees must submit a written notification of such leave in order to receive any salary for those days for which they were absent Only two members of the faculty may be gone at one time, unless it can be arranged by the supervisor, and shall not be taken the day after holidays or prior to holidays unless approved by the Superintendent.

C. Professional Leave

Professional leaves may be granted as approved by the Superintendent and the Board

The district shall pay travel, meals, and registration fees if an employee is representing the school, supervising students, or attending at the request of the Superintendent

D Bereavement Leave

A leave of four (4) days shall be granted at any one time in the event of the death of an employee's spouse, child, parent, brother, sister, grandparent, or grandchild. A leave of two (2) days shall be granted at any one time in the event of the death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

A maximum leave of two (2) days only per year shall be granted in the event of the death of other relatives or non-relatives.

E Emergency Leave

Leaves of absence with full salary may be granted at the discretion of the superintendent, or designee, for any emergency, such as serious illness or injury of an employee's relative.

F. Jury and Legal Leaves

An employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided such time for such appearances without salary loss

Any fees or remuneration, excepting reimbursement for expenses, the employee receives during such leave, shall be turned over to the Board

Paid jury and legal leave will not be approved for employees who initiate the action

# ARTICLE IX

# HOURS

A Employee Work Day

1 Hours and Work Day
Teachers shall report for duty no later than 7:45 a m. and may leave at 3:45 p.m except for extenuating circumstances or early bird classes Teachers may be released for good reason after 3:15 p m upon approval by the principal

Teachers shall report for duty thirty minutes prior to the start of classes on days delayed due to inclement weather

Teachers may leave immediately after school buses depart on: Fridays, days before holidays or vacations, days students are dismissed early for inclement weather or for other circumstances

Teachers may be required to remain on duty to participate in activities set forth in paragraph 3 (below), in emergencies, or when their students remain unsupervised in the building after dismissal.

2 Field Trips
Field Trips are to be considered an extension of the regular day on which they are scheduled provided they begin during the teacher's workday (7:45 to 3:45 p.m ) Any time beyond the workday shall be without remuneration.

3. Meetings
a. Faculty - The administration may call no more than of four (4) faculty meetings per month provided such meetings are directly related to the educational program and such meetings will be limited to no longer than one (1) hour in length.

b Open House - On days when an open house is scheduled and teachers are required to be present, teachers will be dismissed 5 minutes after students are dismissed

c Parent Conferences and Staffings - Parent conferences and staffings will be considered an extension of the regular day and shall be without extra pay

d. Supervisory Function Outside the School Day - Each teacher upon request from his/her principal will assist with supervisory duties at three (3) of the following events - music programs, plays, exhibits, science fairs, unpaid athletic events - during each school year without compensation.

e. Class Sponsorships - Teachers in the high school will be assigned a class to sponsor and remain class sponsors for that group through graduation. They will supervise class-sponsored activities, excluding senior class trips, without additional compensation. Adjustments may be made when deemed necessary

f Association meetings may be held five (5) minutes after students are dismissed.

B. Preparation Time

1 All employees teaching classes seventh through twelfth grade shall have one preparation period per student day, resulting in an average of 215 minutes per week for the year

2 All employees teaching classes kindergarten through sixth grade shall have at least 160 minutes of preparation time per week to be taken when their students are attending Physical Education, Art, and Music classes (if substitutes are available). The administration will make every reasonable effort to secure substitutes.

# ARTICLE X

# REDUCTION OF STAFF

A. It shall be the sole decision of the Board to determine when there shall be a reduction in staff The areas (grade levels, subject, etc) where the reduction(s) will occur will be determined by the Board

B. Seniority. Seniority is defined as continuous years of experience at Clayton Ridge Community School District including those continuous years of experience for either the Garnavillo or Guttenberg districts immediately preceding the merger on July 1, 2005.

Seniority shall be applied within each of the following categories:

| | | | | | |
|---|---|---|---|---|---|
| K-8 | 7-12 | Art | Business Ed | Instrumental Music | |
| | English/Lang Arts | | Foreign Lang | Family & Cons Science | |
| | Guidance | Industrial Tech | Library/media | Math | |
| | Nurse | PE | Science | Social Studies | Special Ed |
| | Vocal Music | Voc Agriculture | | | |

C. Staff reduction

1. The employer will attempt to reduce staff by attrition and voluntary transfers
2. The employer will attempt to reassign employees who are subject to reduction This does not limit the power of the district to perform involuntary transfers per Article XIV.
3. The employer will reduce the least senior employee within the category, unless the district determines that said employee needs to be retained for continuation of a district program due to an employee's certifications, endorsements, academic preparation and training

D. Recall

Laid off employees shall advise the superintendent or designee of his or her current address during such lay off. If the employer decides that there is a vacancy, employees with the required endorsements shall be recalled in the inverse order of lay off Employees with less than two full continuous years of employment with the employer shall have no right to recall under this article.

If an employee fails to notify the superintendent or designee of a change of address or fails within five (5) business days after receipt of written notice by registered mail, of this article, to notify the employer or designee of his or her intention and availability to return to work, all recall rights shall terminate Seniority, experience credit, and fringe benefits shall not accrue during period of lay off

E. Recall Rights.

Any teacher terminated pursuant to this section shall have recall rights for two (2) years from effective date of termination. Any terminated teacher who wishes to return should inform the superintendent annually by March 1st or earlier. Once an employee has been recalled and refuses a full-time job, he/she shall have waived any further recall rights under this policy

F. Notification. The administration shall provide written notice to any teacher affected by reduction according to state teacher contract termination notification deadline

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

H. Seniority List On the nearest school day to October 15 of each year, the Superintendent or designee shall make public a list showing each employee's district seniority. The date of posting the list shall be indicated thereon. The seniority list shall include the person's name, the endorsement and approval code numbers on each employee. Employees shall notify the Superintendent of any corrections to the list within seven (7) working days.

# ARTICLE XII

# EMPLOYEE EVALUATION

The teacher evaluation system is comprised of three types (tiers) of professional staff evaluation:(1) mentoring and induction for beginning teachers, (2) Individual Career Development Plans for all career teachers, and (3) Intensive Assistance programs for career teachers not meeting District expectations for the Iowa Teaching Standards and Criteria

**Three Tier Components of the District's Teacher Evaluation System**

Tier I – Applies to teachers new to the District and includes mentoring, induction and a comprehensive evaluation for each beginning teacher before the end of their second year of teaching.
Tier II – Applies to career teachers, and includes a performance review at least once every three (3) years as well as each teacher's implementation of his/her individual or group Career Development Plans.
Tier III – Applies to career teachers performing below District expectations for Iowa Teaching Standards and Criteria and includes development and implementation of intensive assistance plans.

## Tier I
## Beginning Teacher Evaluation

The Beginning Teacher Evaluation is a two-year plan that applies to all newly hired teachers, including those with previous experience

**Initial Meeting**

Prior to October 1 of their first year, a District administrator will meet with all beginning teachers to review the expectations, evaluation timelines, Iowa Teaching Standards, evaluation guidelines, and forms.

**Formal Observations**

The evaluator will conduct a minimum of three (3) formal observations of the teacher prior to May 1 each year For each of these observations the teacher and evaluator will participate in both a pre-observation and post-observation conferences.

One of the formal observations will be of an extended duration over multiple class periods and/or the same class period over multiple days.

**Informal Observations and Other Information**

Informal observations may also be used at the discretion of the evaluator. Informal observations may include unannounced classroom observations or walkthroughs, and the teacher's professional conduct in a variety of educational settings.

**Professional Portfolio**

Each beginning teacher will develop and maintain a cumulative professional portfolio for years one and two. The evaluator shall review and assess the portfolio, periodically and meet with the beginning teacher to discuss the evaluator's assessment.

**Initial Meeting**

Prior to October 1, a District administrator will meet with all career teachers scheduled for evaluation that school year to review the expectations, evaluation timelines, Iowa Teaching Standards and Criteria, evaluation guidelines, and forms

**Formal Observations**

Prior to May 1, the evaluator will schedule and conduct at least two (2) formal observations For each of these observations the teacher and evaluator will participate in both pre-observation and post-observation conferences

**Informal Observations and Other Information**

Informal observations may also be used at the discretion of the evaluator. Informal observations may include unannounced classroom observations or walkthroughs, and the teacher's professional conduct in a variety of educational settings

## Tier III
## Intensive Assistance

The Intensive Assistance process is designed to provide a structured, focused plan of action for a teacher whose Performance Review indicates he/she is not meeting District expectations for the Iowa Teaching Standards and Criteria. Intensive Assistance may begin at any time during the year; however, the duration of the Intensive Assistance process, inclusive of both the Awareness and Assistance Phases, shall not last longer than twelve (12) months Because of the nature of the Intensive Assistance process, all participants are required to maintain the strictest confidentiality

**Awareness Phase**

Most performance issues identified in the Performance Review process are resolved informally, in a professional, collaborative manner. However, those that are not resolved promptly, require more structure and focus. The Awareness Phase may vary in duration, but will not exceed three (3) months While in the Awareness Phase, unless directed otherwise by the evaluator, the teacher is expected to meet all of the performance standards and applicable timelines for the Tier II Performance Review process, including pursuit of the goals included in his/her Career Development Plan.

1 The Awareness Phase process is initiated by the evaluator who notifies the teacher in writing that he/she is being placed on the Intensive Assistance (IA) track. The notice will contain the performance issue(s) to be addressed, convey the specific conduct that does not meet the Iowa Teaching Standards and identify the basis for the evaluator's conclusion that Intensive Assistance is appropriate

The evaluator will retain a copy of this notice in an Intensive Assistance working file for the teacher. If the concern is not resolved during the Awareness Phase a copy of the notice will be placed in the teacher's personnel file.

2. The evaluator and teacher will meet to clarify the duration of the Awareness Phase and to develop a plan to improve the teacher's performance to the level required As a result of this meeting, they will complete the Awareness Phase Form outlining the steps to be taken, a timeline for completion of the

# ARTICLE XIII

# VOLUNTARY TRANSFERS

A. Definition of Transfer

The movement of an Employee to a different assignment, grade level, subject area or building shall be considered a transfer.

B Notification of Vacancies:

1. Date

The Superintendent shall post in all Clayton Ridge offices a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies

2. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent Such statement shall include the grade and/or subject to which the employee desires to be transferred. Such requests for transfer and reassignments for the following year shall be submitted not later than 15 days after the notification of the vacancy

C Procedures

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual Employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system as determined by the Board If more than one Employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority, certification and academic preparation.

# ARTICLE XV

## SENIORITY PROVISIONS

When two or more teachers desire the same position and their qualifications, certification, and competence (defined as skill and ability) are, in the sole judgment of the administration, equal, seniority as defined in Article X will prevail in making the assignments.

# ARTICLE XVII

## COMPLIANCE CLAUSES AND DURATION

1. Reparability
If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions or applications shall continue in full force and effect.

2. Printing Agreement
Copies of the Agreement shall be printed with cost shared 50% by Clayton Ridge Education Association and 50% by the Board after agreement on format within fifty (50) days after the Agreement is signed. The Agreement shall be presented to all Employees now employed or hereafter employed by the Board.

3. Notices
Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in person or by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

   a. If by Association, to Board President at 131 South River Park Drive, Guttenberg, Iowa 52052.

   b. If by Board, to Association President at 131 South River Park Drive, Guttenberg, Iowa 52052, or to an address supplied by the Association President.

4. Duration Period
This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2006.

5. Signature Clause
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 11th day of April, 2005.

CLAYTON RIDGE EDUCATION ASSOCIATION

By Ellen Johnson
Ellen Johnson, Co-President

By Sally Bolsinger
Sally Bolsinger, Co-President

By Howard J. Hubbell
Howard Hubbell, Chief Negotiator

CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT

By Margaret J Smith
Margaret J Smith, President

By David Schlueter
David Schlueter, Chief Negotiator

**Step 2**

I request that this grievance be submitted to the superintendent or his designee as per section 4 of the grievance procedure.

Date _____ _____
Signature of Grievant

Disposition by the superintendent _____

_____

Date _____ _____
Signature of Superintendent

**Step 3**

As president of the Clayton Ridge Education Association, I request that this grievance be submitted for arbitration as per Section 5 of the grievance procedure.

Date_____ _____
Signature of CREA President

Date_____ _____
Signature of Grievant

I acknowledge receipt of this request and will proceed as per Section 5 of the grievance procedure

Date _____ _____
Signature of Superintendent or Designee

FORM B

Clayton Ridge Education Association

Dues Deduction Authorization Form

_____
Name

Annual Deduction $_____

I hereby authorize the Board to deduct from my earnings each pay period, an amount to provide for total payment of my professional dues

_____ _____
Date Signature