Center Point-Urbana CSD



2022-23

Certified Teacher Staff Handbook

— Approved August 17, 2022 —

:: Effective July 1, 2022 thru June 30, 2023

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Statements and General Information

Mission: Why We Exist

"The mission of the Center Point-Urbana Community School District is to develop successful, life-long learners by providing a safe and caring environment, a stimulating curriculum, and a dedicated staff working with supportive parents in a friendly, small-town atmosphere."

Notice of Nondiscrimination

It is the policy of the Center Point-Urbana Community School District not to discriminate on the basis of age (except for permitting/prohibiting students to engage in certain activities), race, color, national origin, religion, sex, disability, sexual orientation, gender identity or marital status (in programs), gender, socioeconomic status (in programs), creed, or genetic information (in employment) in admission or access to, or treatment in, its programs and activities, and in employment practices, pursuant to Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable state and federal laws.

The District has adopted grievance procedures for processing complaints of discrimination. If you have questions or a grievance related to sex discrimination pursuant to Title IX, please contact John Elkin, Title IX Coordinator, 202 West Main St, Urbana, Iowa, 319-849-1102, jelkin@cpuschools.org, or the U.S. Department of Education (attn. Assistant Secretary, Office for Civil Rights; 400 Maryland Avenue Southwest, Washington, DC 20202; 800-421-3481; OCR@ed.gov). If you have questions or a grievance related to any other provision of this policy, please contact John Elkin, 202 West Main St, Urbana, Iowa, 319-849-1102, jelkin@cpuschools.org.

Licensed Employees Board Policies

All Licensed employee and related Board policies are found on the CPU Simbli Website located at the below link. Please note various policy numbers (e.g. 401.03) may be referenced throughout this handbook.

Link: https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36030935

Licensed Employees Defined (405.1)

Licensed employees, including administrators, are those employees required to hold an appropriate license from the Iowa Department of Education for their position as required by the Board of Educational Examiners or others with professional licenses. Licenses required for a position will be considered met if the employee meets the requirements established by the Iowa Department of Education.

It is the responsibility of the superintendent to establish job specifications and job descriptions for licensed employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Licensed employees must present evidence of current license to the board secretary prior to payment of salary each year.

Section 1: Introduction

A. Applicability

This Employee Handbook shall apply to all full-time and regular part-time professional employees, including classroom teachers, guidance counselors and librarians, but excluding the Superintendent, Assistant Superintendent, principals, Activities Director, Director of School Improvement & Special Services, classified support staff, and any substitute employees.

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 Center Point-Urbana 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 Center Point-Urbana Community School District, the District, and the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

C. Effective Dates

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Center Point-Urbana 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 "Board" shall mean the Board of Directors of the Center Point-Urbana Community School District or its duly authorized representatives.
- 2. The "District" shall mean the Center Point-Urbana Community School District.
- 3. "Employee" shall mean all regular full-time and regular part-time professional employees, including classroom teachers, guidance counselors and librarians.

Section 2: Grievance Procedure

A. Applicability

A grievance is a claim by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Employee Handbook.

B. <u>Timelines</u>

Employees shall have the right to present grievances in accordance with these procedures. Failure to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the Superintendent's failure to give a decision in the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement. Any investigation or other handling or processing of a grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the affected employee or others.

C. Procedures

<u>First Step</u>: An attempt will be made to resolve any grievance through informal verbal discussion between the employee and his/her principal.

Second Step: In the event the grievance is not resolved informally, the employee shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, the specific clause or clauses of the Employee Handbook alleged to have been violated, misinterpreted or misapplied, and the remedy requested. The written grievance must be filed with the principal within ten (10) days of the date of the occurrence of the event giving rise to the grievance or within ten (10) days of the date the employee should have known of such event. The principal will provide the employee with a written response to the grievance within ten (10) days after receipt of the grievance.

<u>Third Step</u>: In the event the grievance is not satisfactorily resolved at the second (2nd) step, the aggrieved employee shall file a copy of the written grievance with the Assistant Superintendent within ten (10) days of the receipt of the principal's written decision. Within ten (10) days after such written grievance has been filed, the aggrieved employee and the Assistant Superintendent or his/her designee shall meet to resolve the matter. The Assistant Superintendent or his/her designee shall provide the employee with a written answer to the grievance within the ten (10) days of the third step grievance meeting. The employee and employer may have representatives present at this step of the grievance procedure.

<u>Fourth Step</u>: In the event the grievance is not satisfactorily resolved at the third (3rd) step, the aggrieved employee shall file a copy of the written grievance with the Superintendent within ten (10) days of the receipt of the principal's written decision. Within ten (10) days after such written grievance has been filed, the aggrieved employee and the Superintendent or his/her designee shall meet to resolve the matter. The Superintendent or his/her designee shall provide the employee with a written answer to the grievance within the ten (10) days of the third step grievance meeting. The employee and employer may have representatives present at this step of the grievance procedure.

<u>Fifth Step</u>: If the grievance is not satisfactorily resolved at Step 4, the aggrieved employee may submit a written appeal to the Board within ten (10) days from receipt of the Step 3 answer. The Board, in its discretion, may elect to have an informal hearing related to the grievance, or may issue a response to the grievance without an informal hearing. The decision of the Board will be final and binding on the parties.

D. Department of Education Resources

Parents, guardians and community members of the district who have concerns about the district or the board may refer to the Iowa Department of Education <u>Parent, Guardian, and Community Concerns</u> website for resources at:

LINK: https://educateiowa.gov/pk-12/parent-guardian-and-community-concerns

Section 3: Wages and Salary

A. Schedule

The salary of each employee shall be as outlined in each employee's individual contract(s) with the District.

B. Placement on Salary Schedule (included in Master Contract)

- 1. The Board shall place each employee at the appropriate step on the salary schedule.
- 2. The Board will place new employees at positions on the salary schedule which it deems appropriate. In placing such new employees, the Board may give credit for previous teaching experience in an accredited school and for military experience, alternative civilian service, Peace Corps, VISTA, and other appropriate business or industrial experience.
- 3. The Board may hire at any level so long as it is not above the employee's experience level unless it is necessary to fill a position in a critical teaching area, as determined by the Board.
- 4. In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus in addition to the employee's placement on the salary schedule.

C. Advancement on Salary Schedule (included in Master Contract)

- 1. Employees may be granted one (1) increment or vertical step on the schedule for each year of satisfactory service until the maximum for their education-classification is reached. A year of satisfactory service consists of not less than one hundred ten (110) actual days worked during the contract school year in the capacity for which the employee was employed on a basis deemed by the Board as satisfactory to it.
- 2. Employees who move from one (1) educational lane to a higher educational lane will move to the corresponding horizontal step on the higher lane. For an employee to advance from one (1) educational lane to another he/she shall file suitable evidence of additional educational credit with the Superintendent or designee no later than August 25th of the school year in which credit for the advance work is claimed. Coursework will be accepted for graduate credit courses in the following areas:
 - A. Areas in which the employee teaches or has been assigned extracurricular responsibilities;
 - B. Courses which are required for a graduate degree in the field of education;
 - C. Courses for which prior approval of the Superintendent or designee has been received.

Credit will only be given when such credit hours are earned from fully accredited institutions of higher learning (North Central or equivalent geographic accrediting association). Credit may also be given for other course work at the sole discretion of the Superintendent or his/her designee. If there are concerns/questions regarding the validity of the course/program, seek clarification from the Superintendent or designee. Salary schedule barrier credit will be given for any courses required of an employee of the Board. "Suitable evidence" of additional educational credit may initially consist of proof of passing grades to be followed by an official transcript on or before November 1st. No credit will be given for classes taken when the individual's grade is less than a C or equivalent or less than a pass in classes that are only graded on a pass/fail scale.

D. Method of Payment

Employees shall be paid in twelve (12) equal installments on the tenth (10th) of each month. Such installments will include the employee's regular pay, pay for extracurricular activities and all other pay. Employees shall receive their pay by direct deposit. When a pay date falls on or during a school holiday, vacation or weekend, employees shall be paid on the last previous working day.

E. Extended Year Contract

The salary schedule is based upon a one hundred ninety (190) day work year. Any employee who is required to accept an assignment beyond the one hundred ninety (190) days will be additionally compensated at a per diem rate of one-one hundred ninetieth (1/190th) of that employee's yearly salary.

F. School Year Calendar

The Board shall determine the school year calendar which for this contract term will consist of one hundred ninety (190) days, provided that new employees will be required to report one (1) day in advance at no additional pay.

Section 4: Supplemental Pay

A. <u>Extracurricular Activities</u>

The extracurricular activities listed in Schedule B (included in the Master Contract) are official school-sponsored activities covered by school insurance.

Employee participation in extracurricular activities which extend beyond the contracted workday shall be assigned by the Superintendent. A reasonable effort will be made to assign these activities to employees on a voluntary basis; however, should this fail, the activity will be assigned. Compensation for such services shall be as outlined in each employee's individual contract(s) with the District and shall be according to the rate of pay or other stipulations set forth in the attached Schedule B (included in the Master Contract).

B. <u>Summer School</u>

Employees who are approved to instruct Summer School will be paid based on their contracted base wage from Schedule A without TSS.

Section 5: Insurance

A. Health Insurance Coverage

The Board will pay \$680.00 towards the cost of basic health insurance coverage on all full-time employees and the pro-rata share for those working twenty (20) hours or more. If the employee elects a less expensive alternative offered by the district, the difference in cost can be used to purchase other insurance products offered by the district, or the employee may receive this amount as cash less all applicable withholdings. All full-time certified employees are required to maintain at least a single plan.

B. Disability Insurance Coverage

A disability income program will be installed for all employees which will provide benefits along the following line: sixty percent (60%) of the employee's monthly earnings (twelve [12] month average) commencing ninety (90) calendar days after disability or exhaustion of the employee's accrued sick leave, whichever last occurs. The Board agrees to provide the same disability income program for part-time employees working over twenty (20) hours per week.

Long-term Disability

Employees who are regularly scheduled to work more than twenty (20) hours per week will be provided long-term disability insurance. The insurance coverage will be effective on the 1st of the month following date of hire. Long-term disability will cease at the end of the following resignation.

Contract Employee Termination or Retirement

Coverage terminates at thee earlier of retirement or expiration of the current contract year. If you terminate midcontract, coverage terminates at the end of the month following the date you last worked.

Health information line procedures shall be utilized by all employees as provided by the insurance carrier.

C. <u>Life Insurance Coverage</u>

The Board will provide a term Life Insurance Policy in the amount of twenty thousand dollars (\$20,000) and an Accidental Death/Dismemberment Policy in the amount of twenty thousand dollars (\$20,000) for each full-time employee. The Board will pay for part-time, certified employees working twenty (20) hours or more per week.

Section 6: General Leaves of Absence

A. Notice

Employees must provide their immediate supervisor and Superintendent or designee with as much advance notice of absence as is reasonably possible. In the case of personal leaves, not less than five (5) school days advance notice shall be given. Failure to provide such advance notice may, at the Superintendent or designee's sole discretion, result in the denial of the leave and/or any pay therefore unless such failure was due to circumstances beyond the employee's control. The notice requirements may be waived by the Superintendent or designee.

B. Leaves Beyond Contract Year

No leave of absence shall extend beyond the contract year in which it is granted unless otherwise specifically provided by the Superintendent or designee in writing.

C. Evidence Confirming Need for Leave

Before considering granting any leave of absence paid or unpaid, the Superintendent or designee may require the employee to provide reasonable evidence confirming the necessity for such leave of absence. The Superintendent or designee will hold this information in confidence if so requested in writing by the employee.

D. Personal Leave

Each employee will be entitled to two (2) days of personal leave each school year without loss of pay. Part-time employees will receive this benefit according to their contracted hours.

Personal leave will not be taken on any of the first ten (10) days or last ten (10) days of school (student attendance school days), to extend a school holiday or vacation, or on in-service, work, test, early release or P.T.C. days. Any exceptions will be first approved by their immediate supervisor before being authorized at the sole discretion of the Superintendent or designee. No more than one (1) employee per organization level (PK-2, 3-5, 6-8, 9-12) may be absent on any given day for the purpose of personal leave. Any exceptions will be at the sole discretion of the Superintendent or designee. Requests submitted in writing prior to the leave that are irreplaceable, uncommon, rare and exceptional events will be considered.

Personal leave shall not be taken in increments of less than one (1) day.

One unused personal day may be carried over to the next school year, resulting in a maximum of three (3) personal days in any contract year. In order for an employee to carry one unused personal day over to the next school year, they must notify the Board Secretary in writing by the last day of the current school year. Lack of notification will result in a "buy back" of the unused personal day at a rate of one hundred fifty dollars (\$150) per day.

E. Unpaid Leave

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies of the board. Unpaid leave for licensed employees must first be approved by their immediate supervisor before being authorized by the Superintendent or designee.

The Superintendent or designee will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent or designee will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the Superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, licensed employees will make a written request for unpaid leave not less than five (5) days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the Superintendent.

Employees wishing to take leave-without-pay for vacation and/or travel are limited to a maximum of five (5) days within a three (3)-year period. The three (3)-year period shall be a rolling three (3)-year period, measured backwards from the date an employee last used leave-without-pay for vacation and/or travel.

F. Bereavement Leave

Should death of a member of the employee's family occur, the employee is entitled to paid leave for the work days lost provided that such days are taken according to the below schedule:

Relationship	Paid Leave
Spouse, Child or Parent	Five (5) days per occurrence
Sister, Brother, Grandchild, Grandparent, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law	Three (3) days
Brother-in-law, Sister-in-law, Niece, Nephew, First cousin, Aunt, Uncle, Grandparent-in-law	One (1) day

To qualify for the leave, the employee may be required to provide the Superintendent or designee with appropriate written verification of the facts upon which the leave is based. Upon request, the Superintendent or designee may grant up to two (2) additional days of paid leave. The Superintendent or designee may grant additional funeral days to be taken as leave-without-pay.

G. Family In-Patient Hospitalization "Emergency" Leave

Should in-patient hospitalization of a family member necessitate the attendance of the employee, leave may be granted under the following stipulations including that employee may be required to provide the Superintendent or designee with appropriate verification of the facts upon which the leave is based:

Relationship	Paid Leave	Conditions	
Spouse, Child, Parent, Mother-in-law, Father-in-law,	Five (5) days annually	Only In-Patient Hospitalization	
Sister, Brother, & Grandchild	Five (3) days annually		

H. Family Illness Leave

An employee will be entitled without loss of pay up to four (4) days annually in the event of illness or injury in the employee's immediate family (spouse, child, or parent) and will have such days deducted from the employee's accumulated sick leave:

Relationship	Paid Leave	
Immediate Family: Spouse, Child, Parent	Seven (7) days annually-deducted from accumulated sick leave.	

I. Jury Duty Leave

An employee required to serve on jury duty during school hours will be granted a leave for such time, provided prompt notice is given the Board of the call to jury duty. An employee released from jury duty prior to noon (12:00 pm) will report for work. Any fees or other remuneration received by the employee for jury duty will be turned over to the Board.

J. Association Leave

Up to two (2) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state, and national affiliated organization. The Association will pay the cost of any substitutes who may be necessary. This leave may not be used for political purposes.

K. Family and Medical Leave Act (FMLA)

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act (FMLA) of 1993 and the regulations implementing the Act.

L. Good Cause Leave

A leave of absence may be requested by an employee for a maximum duration of twelve (12) calendar months for severe health related purposes. Application for such leave shall be submitted to the Board of Directors by March 15 prior to the year the leave would begin. Those who apply after March 15th will be charged the advertising cost of finding a suitable replacement. Any leave will be pending Board approval.

Such leave shall be without pay or other benefits. However, any insurance program to which the employee would be entitled may be continued at the discretion of the employee and at employee expense.

- 1. Seniority: Employee will retain their seniority. Upon return to the district, employee will retain all seniority previously earned in the district.
- 2. Placement on Salary Scale: Employee will retain previous placement on the district salary schedule in additional to any additional graduate credit earned.
- 3. Returning to Teaching Position: It is understood that the employee will be guaranteed the same Full Time Equivalency (FTE) for the following school year. Notification of the plan to return or a letter of resignation shall be submitted to the Superintendent or designee by February 15.
- 4. It is understood that the employee will return to the teaching position previously held or a position that is as near as possible to the prior teaching assignment configuration..
- 5. When returning from leave, it is the sole responsibility of the employee to make personal contact with the District Office to complete appropriate forms to re-enroll in the insurance program, if needed, as well as to take care of other required paperwork.

Section 7: Sick Leave

A. Sick Leave

Each full-time employee shall be granted leave without loss of pay for personal illness or disability as follows, effective the first (1st) day of the first year in which the employee reports to work:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 and each succeeding year
10 days	11 days	12 days	13 days	14 days	15 days

B. Accumulation

Unused sick leave shall carry over from year to year in such a manner that, in any given year, an employee shall have available one hundred five (105) days, which shall include any sick leave the employee is entitled to for that year.

C. <u>Use of Leave</u>

Sick leave may not be taken in increments of less than one-half (1/2) day.

D. Written Accounting

Accumulated sick leave is accessible at any time by school employees via the Employee Self-Service (ESS) portal.

E. Part-Time Employees

Part-time employees will be entitled to paid sick leave according to their contracted hours.

Section 8: Hours of Work

A. Workday

The normal workday shall consist of eight (8) consecutive hours falling between 7:00 AM and 5:00 PM. The foregoing shall in no way restrict the right of a Principal or the Superintendent or designee in his/her sole discretion, to schedule in-service or other sessions (such as open house, etc.) requiring more than eight (8) hours or commencing before or extending after the normal employee starting or departure time. The normal workday may be extended beyond eight (8) hours for not more than a total of twenty-four (24) hours in any school year. Principals or the Superintendent or designee shall provide at least twenty-four (24) hours' notice prior to such an extension of the workday.

B. Early Check-Out for Medical Appointments

Employees may be permitted to check out at 2:00 PM without loss of pay for doctor and dental appointments upon advance written approval by the employee's immediate supervisor, or in lieu of their absence, the Superintendent or designee and verification of the appointment.

C. Inclement Weather

Employees will not be required to report to work nor remain at work when school is canceled or ends early due to inclement weather.

D. <u>Duty-Free Lunchtime</u>

Elementary and Secondary employees will have duty-free lunchtime.

E. <u>Preparation Time</u>

All full-time teachers will be provided an amount of preparation time equal to two hundred (200) minutes per week. All part-time teachers will be provided a pro-rata mount of preparation time. The amount of preparation time will be determined by the principal and/or Superintendent or their designee and will be consistent with the building's schedule.

It is understood that from time to time employees will be called upon to devote all or a portion of their preparation time to matters such as talking with the parents of their students, conferring with their principal and other employees on work-related items, and filling in for an employee who becomes ill or is injured while at work or who is absent and a substitute cannot be obtained.

Section 9: Staff Reduction Procedure

A. Procedure

The board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the board. The reduction in licensed employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the board may terminate licensed employees. It is the responsibility of the Superintendent to make a recommendation for termination to the Board.

The Superintendent or designee shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance;
- Qualifications for co-curricular programs; and
- Number of continuous years of service to the school district.
 - o This will be considered only when the foregoing factors are relatively equal between licensed employees.

Due process for terminations due to a reduction in force will be followed.

B. Recall

Recall rights extend for a period of twelve (12) months from the effective date of the employee's reduction.

In the event of a recall the Superintendent or designee shall provide the affected employee with written notice thereof directed to the employee's last known address as shown by the Board's records. Such notice shall advise the employee of the teaching assignment and the date to report for work. The employee shall have ten (10) days after delivery to such notice to advise the Board by certified mail as to whether he/she will accept the recall. Employees are responsible for providing the Board with an accurate address.

An employee who refuses a recall or fails to make a timely response to a notice of recall shall forfeit all further rights of recall, his/her employment shall be terminated, and the Board shall have no further responsibility to such employee.

Recalled employees will receive full salary and related benefits according to their status prior to reduction but the period of reduction will not be counted in computing any benefit or salary advance.

Section 10: Employee Evaluation Procedure

- A. By October 1st of the school year, employees will be acquainted by a member of the administrative staff with the evaluation procedure to be observed. All employees new to the district (beginning teachers and new career teachers) will receive an orientation to the District evaluation plan.
- B. Primary responsibility for evaluating the work of employees normally rests with the employee's building principal.
- C. All observations of the employee and subsequent evaluation shall be conducted while the employee is on duty and with full knowledge of the employee.
- D. Teachers in Tier I will have three (3) formal observations in Year One and Year Two of their employment in the school district. Additional formal observations may be conducted at the discretion of the administrator. A cumulative professional portfolio will be created and maintained by all beginning teachers in Year One (1) and Two (2). A first-year summative conference will be held with the first-year teacher. A summative comprehensive evaluation, including the portfolio, will be held with the second year teacher. If a third year is needed in Tier I, it will be conducted as Year Two (2) of the process.
- E. Teachers in Tier II will receive a written evaluation based on the supervisor/administrator's professional judgment regarding the staff member's overall performance in meeting the Iowa Teaching Standards as documented in their portfolio, Individual Teacher Growth Plan and the expectations of the local school district. The portfolio should be completed for evaluation at least once every three (3) years.
- F. Each evaluated employee shall have the right to a copy of the appropriate written evaluation and to a conference with the evaluator within fifteen (15) school days of receipt of the evaluation. The evaluation shall be signed by both the employee and the evaluator with a copy being retained by the employee. The employee's signature does not necessarily mean agreement with the evaluation but rather awareness of its content.
- G. The employee shall have the right to submit, within ten (10) school days after receipt of the evaluation, a written statement or other pertinent data regarding the evaluation, which shall be signed by both the employee and the evaluator and attached to and made a part of the formal evaluation.
- H. This Section deals with but a single method of evaluation; i.e., a formal evaluation of teaching performance. Informal evaluation and day-to-day observations of an employee may also become a part of the employee's personnel file. Any written materials relative to these other evaluations that will become part of the employee's personnel file shall be called to the attention of the employee in writing within ten (10) school days of its inclusion in the employee's personnel file. The employee shall have ten (10) school days to add a written response to such material if he/she so desires.

Section 11: Reassignment Procedure

A. Superintendent Reassignment

The Superintendent or designee may reassign employees as he/she in his/her sole discretion deems necessary. However, no involuntary reassignment during the teaching year will be made for wholly arbitrary and capricious reasons or without thirty (30) calendar day's prior notice.

B. Employee Request for Reassignment

Any employee may apply for reassignment from one (1) grade level or subject area to another. Such application will be in writing and directed to the Superintendent of designee prior to July 1st of the school year in which the reassignment is desired. Consideration will be given to the application in light of the best interests of the educational concerns of the school district.

C. Reassignment or Posting Communication

Any proposed reassignment will be communicated to the employees covered by this Employee Handbook via e-mail ten (10) days prior to assignment to allow employees to submit an application for reassignment.

Any posting of a position externally will be communicated to the employees covered by this Employee Handbook via e-mail. Employees interested in being considered for that position must apply within ten (10) days of notification to be granted an interview.

Section 12: Extra Duty

A. Seniority

Except as otherwise provided in the Employee Handbook, the seniority of an employee is the period of continuous employment with the Board preceding any given date. An authorized leave of absence will not cause a break in seniority. Conflicts in seniority will be resolved by drawing lots.

B. Extra Duty Assignments

The Superintendent or designee will assign employees to two (2) mandatory extra duties. Extra duty assignments include ticket takers, chaperones, and such other duties as are deemed necessary by the Superintendent or designee.

Prior to this assignment, a list of needed duties in the K-12 program will be circulated among all employees covered by this Employee Handbook in order of seniority to allow for voluntary sign-up of the two (2) mandatory extra duties. Following the voluntary sign-up period, the Superintendent or designee will assign all remaining duties and any that subsequently arise by reverse order of seniority.

Employees will perform two (2) mandatory extra duties without additional compensation. Any employee who signs up for or is assigned to more than two (2) duties, will be compensated at a rate of twenty dollars (\$20.00) per duty. Employees who fail to meet their assigned responsibilities will be subject to discipline unless their failure is for good cause.

All employees are not available for an equal number of extra duties because of conflicts caused by extra-curricular (supplemental) assignments. Additionally, once extra duties assignments are made, either voluntarily during the sign-up period or subsequently, employees may not "bump" employees with lower seniority.

C. Rescheduling Extra Duty Assignment

Should the district decide to postpone and/or reschedule a duty, the District will then reassign that duty to the volunteer list. Employees will not be required to work a duty that has been rescheduled for another day.

D. Activity Pass

Employees will be provided 2 single activity passes for himself/herself and for their spouse or child (designation will be made at the beginning of the school year).

Section 13: Teacher Leadership and Compensation System ("TLC") Assignments

A. Wages and Salaries

There are four (4) separate leadership roles as stated in the District's DE-approved TLC application. In addition to the employee's regular teaching contract, an employee selected for a TLC leadership role shall also be issued a supplemental contract for a one-year (1) assignment to that role that provides for additional days and supplemental pay as set forth in the District's DE-approved TLC application, and as outlined below:

- A. Instructional coach leaders shall receive an annual \$8,000 stipend for nine (9) additional days.
- B. Data team leaders shall receive an annual \$1,700 stipend for one (1) additional day.
- C. Professional partners shall receive an annual \$450 stipend for one (1) additional day.
- D. Mentor teacher leaders receive no additional pay and have no additional required days.
- E. District Review Council members shall receive an annual \$450 stipend for no additional required days.

B. Staff Reduction Procedure

An employee receiving a supplemental contract for a one-year (1) assignment for a TLC role will be considered to be a regular, full-time bargaining unit position, and will maintain and continue to accrue seniority.

If staff reductions or realignment occur due to a reduction in TLC funding or a modification in the District's TLC plan, the District will follow the current staff reduction procedures.

C. Placement and Removal

The placement of an employee into a TLC role shall be controlled by the criteria outlined in the District's DE-approved TLC application.

The removal of an employee from a TLC role shall occur by either:

- A. The employee and the District mutually agreeing to remove the employee from the role;
- B. The employee providing written resignation that is accepted by the District; or
- C. The District removing the employee from the role after providing the employee appropriate due process.

If an employee is removed from a TLC role, the employee will be placed in the employee's former teaching position, or if the former teaching position is not vacant and/or does not exist, to another teaching position for which the employee is qualified that is within the employee's area and category and that is as near as possible to the employee's prior teaching position, as determined by the Superintendent or designee.