CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

EMPLOYEE HANDBOOK

2024-2025 SCHOOL YEAR

All Teacher Associates

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SECTION 1 INTRODUCTION

A. APPLICABILITY

This Employee Handbook shall apply to all teacher associates employed by the Cedar Rapids Community School District. It does not apply to all professional and administrative staff: classroom teachers, media specialist, counselors, nurses, project leaders, area chairpersons, special projects personnel, therapists, clinicians, superintendent, assistant superintendents, principals, associate principals, directors, coordinators, secretarial and clerical staff, and all other employees of the Cedar Rapids Community School District.

B. EFFECT OF EMPLOYEE HANDBOOK

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

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

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

C. EFFECTIVE DATES

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

D. SAVINGS CLAUSE

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

E. DEFINITIONS

1. The term "Board," as used in this Employee Handbook, will mean the Board of Directors of the Cedar Rapids Community School District or its duly authorized representatives.

2. The term "District," as used in this handbook, will mean the Cedar Rapids Community School District.

3. The term "employee," as used in this handbook, will mean all teacher associates employed by the Cedar Rapids Community School District, except it shall not mean all professional and administrative staff: classroom teachers, media specialist, counselors, nurses, project leaders, area chairpersons, special projects personnel, therapists, clinicians, superintendent, assistant superintendents, principals, associate principals, directors, coordinators, secretarial and clerical staff, and all other employees of the Cedar Rapids Community School District.

SECTION 2 WORKERS COMPENSATION

A. WORKERS COMPENSATION

If an employee qualifies for workers compensation benefits, and the employee elects to have the District supplement the benefits, the following procedures shall apply:

1. The District shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.

2. The employee shall endorse and assign the workers compensation payments to the District for that period of time.

3. One (1) day of accumulated sick leave shall be deducted for each day of absence.

4. The employee shall retain the workers compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for workers compensation benefits, and the employee elects not to have the District supplement the benefits, the employee shall retain the workers compensation benefits and the District shall deduct from the employee's accumulated sick leave an amount of time proportional to the amount of workers compensation payments made to the employee.

The employee shall notify the District of the employee's option within three (3) days of receipt of the District's notice to make such an election. Failure to report within such a time limit shall be treated as an election not to have the District supplement the benefits.

SECTION 3 STAFFING PROCEDURES

A. DEFINITIONS

1. Assigned: Employees shall be considered "assigned" to the building where they were most recently assigned in the District. Each employee classification shall be considered independently for purposes of reduction.

2. Bypass: Resolution Team decision to exclude an employee from the surplus process and/or reduction in force process for reasons pertaining to affirmative action goals and/or to preserve a program. This may be a consideration beginning at step #4 in the staffing procedure.

3. Endorsement: A current and valid certification approved and awarded by the Iowa Department of Education.

4. Equivalent Position: A position with the same number of work hours and equal compensation.

5. ELSC Personnel: Employees with special training and/or skills may be designated as ELSC personnel and assigned to work in specific buildings. ELSC personnel shall not be considered in a building reduction action, but may be reduced from ELSC personnel in the same manner that building employees are reduced.

6. FTE: Full Time Equivalency

7. Involuntary Transfer: Movement to a vacancy using the District's right of assignment.

8. Certification: Paraprofessional license awarded by the Iowa Department of Education.

9. Opening: Potential spot for reassignment, leave of absence returns, involuntary transfers, recalled employees, and placement from the surplus pool. An opening may become a vacancy (see definition of vacancy) and the Human Resources Office will give notification of the change to vacancy.

10. Reassignment: The District's right to assign personnel to best meet the needs of the District. Occurs only within a building and in areas where the principal/hiring administrator has discretion. Decisions are not subject to grievance or appeal procedures.

11. Resolution Team: A problem solving team comprised of District and Association personnel and including a CROTA representative.

12. Seniority: The determination of seniority is based on 1) FTE score and 2) first paid date of most recent hire. The FTE score is determined by the sum of the individual's FTE for each continuous year of service since their most recent date of hire.

13. Staff Allocation: The total number of staff allowed for each building by the District.

14. Surplus: Process used to remove excess staff from buildings. Surplused staff are placed in District openings that are equivalent and appropriate positions.

15. Transfer: Movement to a vacancy using the hiring practices.

16. Vacancy: A position that exists after the options for reassignment have been exercised. This is the only place where a transfer or a person from outside of the District may fill a position.

17. Voluntary Surplus: Can occur after step 3 in the Staffing Procedures when an employee's
    *FTE is reduced
    *New job assignment is substantially different

    Employees are required to seek a consultation with a member of the Resolution Team before requesting to be voluntarily placed in surplus.

B. STAFFING PROCEDURES

1. The District determines and provides staffing allocation to each building each year. Employees who are planning to retire are encouraged to notify the District by February 1 in order to assist with the staffing process.

2. If the building staff must be reduced, the building principal and an appropriate the central office administrator will decide in which area the reduction will occur.

3. Reassignment can be done at any time where the principal/hiring administrator has discretion.

4. The person in the building and area to be reduced with the least District seniority goes into the surplus pool. Bypassing can become an option at this level if mutually agreed on per a case by case review before the Resolution Team.

5. The employees returning from leave of absence are placed into the surplus pool.

6. Employees in the surplus pool are placed in existing openings. An employee will be allowed to decline placement twice and remain in the surplus pool. An employee who remains in the surplus pool may be assigned to a position of lesser FTE if no acceptable assignment has been agreed upon between the employee and the District. If placement is occurring during the summer months, the District will attempt to notify the employees verbally, either in person or over the telephone or by US Mail at the address provided to the Human Resources Office. The employee shall have three (3) calendar days to respond if the notice is received by US Mail and one (1) day to respond if the notice is given verbally, either in person or over the telephone. If a response is not received by the Human Resources Office in a timely manner, said placement will have been determined to be declined by the employee.

7. After all District vacancies are filled, any employee in the surplus pool who is not placed may displace the least senior District employee in a position for which the surplussed employee is qualified. The newly displaced person will enter the surplus pool. Step 7 may be repeated with the newly surplussed person. An employee may only displace another employee of equal or lesser FTE.

8. Concerns about any part of the staffing process may be referred to the District Resolution Team. However, reassignment is not subject to grievance, complaint or appeal. Transfers and reduction in force (RIF) decisions are subject to grievance or appeal.

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

10. Employees wishing to voluntarily transfer from one building to another will do so via the application and interview process. Employees who successfully move from one building to another via the application and interview process will retain all of their District seniority. An employee who is hired through this process after a period of extended absence from the District shall have all unused leaves of absence restored and they shall be placed into the salary schedule using the CROTA hiring guide.

C. REDUCTION IN FORCE (RIF)

1. Employees remaining in the surplus pool after all openings have been filled are subject to reduction in force.

2. If the District, in its sole discretion, shall determine to reduce staff, an effort shall be made to accomplish such reduction by attrition.

3. If a reduction in force is necessary, the employee with the least amount of District seniority, in the affected building shall be notified of reduction in force. FTE hours in the building may need to be reallocated to the remaining employees as a result of the reduction. Reallocated hours will first go to any building staff on the recall list from previous years, then shall be allocated on the basis of seniority starting with the most senior qualified employee who shall be offered the opportunity to accept or reject the additional hours and assignment.

4. An employee may be exempted (bypassed) from reduction consideration if the District and the Association agree that such a decision is warranted because of special training and/or special needs.

D. NOTIFICATION OF REDUCTION IN FORCE

The District shall provide written notice to the Association and to each employee who may possibly be affected by the reduction in force.

E. DISTRICT RECALL RIGHTS

Any employee subject to RIF will have two (2) years of recall rights in reverse order of the reduction in force for any equivalent vacancy that is eligible to be placed. The employee may turn down a placement if it is of lesser FTE or it is not equivalent and retain their recall rights.

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

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

If the employee accepts recall to a position of lesser FTE, he/she shall retain recall rights for a two (2) year period from the date of the lesser FTE acceptance, to a position of greater FTE. The greater FTE is not to exceed the FTE position from which the employee was reduced.

F. BUILDING RECALL RIGHTS

An employee who is reduced from a building is entitled to recall to any newly created position or any vacancy that occurs in the building that they were reduced from, for a period of two (2) years. The effect of this provision is that an employee may come back to a position/assignment with the same or greater FTE than the position/assignment they were originally reduced from.

Recalled employees shall be credited with all their earned District seniority. All unused leaves of absence shall be restored and they shall be placed into the salary schedule using the CROTA hiring guide.

An employee may decline a recall if the FTE hours are greater/lesser than the position they were reduced from and still retain their recall rights for whatever period of their two (2) year term still remains.

The District shall seek Association agreement when deciding not to offer recall to an entitled employee because special training and/or skills are needed for the vacant or newly created position.

G. SENIORITY

1. Seniority shall accrue until the employee is terminated.

2. Seniority shall apply system-wide. Employees transferred shall retain their prior seniority in the District.

3. Breaks in Service: If an employee leaves a position represented by the Association and remains an employee of the District, the employee's accumulated seniority shall be frozen. If the employee returns to the bargaining unit, they shall receive credit for seniority previously earned as a member of the bargaining unit.

SECTION 4 HIRING PROCEDURES

A. VACANCY

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

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

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

2. All vacancies shall include:

    a. The date of the posting.
    b. The first possible hiring date.

3. The District will prepare a job description for each posting. The job description may include:

    a. Minimum qualifications for the vacancy.
    b. Specific requirements of the position, i.e. transporting students, performing medical procedures, etc.
    c. Applicable building philosophy programs and schedules.
    d. Special students needs or demands to be considered.
    e. Specific length requirements for large class size positions.

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

4. Job descriptions will be made available to candidates before interviews take place.

5. Any employee not selected for a transfer may request and shall receive from the principal/hiring administrator a written explanation of the decision.

6. Notification of Vacancies: An updated, electronic list of vacancies shall be posted by the Executive Director of Human Resources/designee.

7. All eligible employees covered by this handbook shall have the right to request a transfer to the posted vacancy by submitting an online "internal transfer" application within the five (5) day posting period. If selected for the transfer, internal employees will be transferred to the new position when a suitable replacement is found or within three weeks, whichever occurs first.

    Building Principals will be encouraged to use shared decision-making teams, including both teachers and employees, when interviewing and making hiring and transfer decisions.

    The employee applying for a vacancy will receive an interview with the responsible administrator. The District shall, in its sole discretion, determine each employee's qualifications for the vacancy. When employees have qualifications considered equal, the employee with the greatest total seniority shall be given

priority. In the event that no employee requesting a transfer to a vacancy is deemed qualified, the District may fill the vacancy with someone not currently employed by the District.

B. INVOLUNTARY TRANSFER

Employees involuntarily transferred, as determined and directed by the District, shall be notified of such action as promptly as possible. Every effort shall be made to give such notice at least seven (7) calendar days before the transfer is to take place. In the event of program relocation, it shall be the objective of the District to transfer employees with the relocated program. An employee who is hired as a one on one associate shall move with the student as long as the student remains in the District. Involuntary transfers shall be based on District needs.

SECTION 5 EVALUATION

A. NEW EMPLOYEE EVALUATION

New employees hired during the first semester shall be evaluated in writing by the principal or immediate supervisor at the end of the probationary period. New employees hired during the second semester shall be evaluated at the end of that school year. Following this evaluation, the employee will be evaluated at the end of their second year of employment.

B. CONTINUING EMPLOYEE EVALUATION

1. Employees who have satisfactorily completed their first two school years of employment will then be evaluated in writing at least once every three (3) school years. Employees to be evaluated during the school year shall be notified during the first four (4) weeks of the school year.

   The employees shall be informed of the criteria, procedure and forms to be used; the names and positions of the administrator(s) and teacher(s) who will be contributing to his/her evaluation.

   This shall not preclude additional employees being evaluated on the basis of need, as determined by the District.

2. Evaluations shall be based on relevant and factual information gathered through observation, discussion and self-evaluation by the employee.

3. All evaluations shall be completed prior to May 1 and an evaluation conference shall be held with the employee by the responsible administrator.

4. The employee shall have the right to respond in writing to the content of the evaluation.

5. If an employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee shall have the right to file a complaint regarding the content of the evaluation.

C. DISCIPLINE

If an employee feels the employee's disciplinary action is inaccurate or unjust, the employee shall have the right to file a complaint.

SECTIONS 6 REMEDIATION

A. SUPPORT PROCEDURES

Level 1: Intervention

1. If an evaluator indicates that the employee is not meeting expectations, the deficiencies must be identified, and the information and evidence used to make this decision will be provided to the employee. Both the evaluator and the employee shall sign and date the support plan. The employee's signature does not necessarily indicate agreement. The employee shall have the right to attach a written response to this review.

2. A support plan shall be created that focuses only on the identified deficiencies.

3. The support plan shall include action steps, resources and assessment procedures, as well as a timeline.

4. If expectations are met at Level 1, none of the documents created at level 1 will be placed in the official personnel record of the employee.

5. If expectations are not met at Level 1, the evaluator shall make a recommendation to continue remediation at Level 2. If remediation is continued to Level 2, the Level 1 documents become part of the official personnel record.

6. Employees are expected to maintain the improvements made during an intervention. If an employee is identified as having a deficiency by their evaluator and the deficiencies cited have previously been addressed through intervention, the District may choose to bypass Level 1 and move to Level 2 remediation.

Level 2: Remediation

1. Employee support is designed to provide clean intervention for the experienced employees whose job performance has been identified as needing improvement. The procedures identified within this section are meant to provide a structured process for employees who have been identified as needing support.

2. Support Procedures

    a. The support procedure will begin with a formal meeting between the evaluator and the employee. During this meeting, the evaluator will convey to the employee, in writing, the specific behaviors that must be improved, along with the documentation supporting this conclusion. The evaluator will present to and discuss with the employee the support plan which identifies actions for the employee to complete for the purpose of improving performance.

    b. The support plan shall include action steps, resources, and assessment procedures as well as a timeline.

    c. At the request of the employee, a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the employee shall mutually select the mentor(s).

    d. The role of the mentor(s) is to use data and information provided by the evaluator and employee. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator unless failure to do so would violate the mentor's legal obligations. The mentor's observations and/or comments do not become part of the employee's evaluation. The support provided is targeted solely at helping the employee improve her/his performance.

e. The employee and the mentor(s) may be provided release time during the regular school day to meet and collaborate.

f. After the support plan has been completed, or upon receipt of a written request from an employee to discontinue the process, the evaluator shall make one of the following recommendations:

i. Concern resolved; the employee returns to the normal contractual evaluation procedure.
ii. Progress noted; a new support plan is developed.
iii. Concern not resolved, further steps determined by the District.

g. The evaluator shall share with the employee the completed support plan summary including the information and evidence used to make this recommendation. The employee's signature does not necessarily indicate agreement. The employee has the right to respond to the recommendations in writing.

B. REPRESENTATION

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

C. EVALUATION SUMMARY

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

D. DISCIPLINARY ACTIONS

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

E. CONFLICT RESOLUTION/MEDIATION

When a serious conflict occurs between an employee and their supervising teacher, the employee may request mediation/intervention. The Resolution Team Facilitator and the responsible administrator shall attempt to mediate the conflict. If the conflict cannot be satisfactorily mediated, the employee may request an immediate transfer. Such a request will be granted at the District's discretion. This request will not adversely affect the employee's immediate or future employment with the District.