

**West Branch  
Community School District  
2021-2022  
District Teacher Handbook**



**The West Branch Community School District Agrees to have the West Branch School Board approve the District Teacher Handbook Annually at a regular monthly school board Meeting.**

## **ARTICLE VI**

### **FORMAL EMPLOYEE EVALUATION PROCEDURE**

The school administration will make all employees aware of the evaluation procedure and how it works. The evaluation(s) of the work performance of an employee shall be conducted openly. The evaluation(s) will be conducted by the building principal or district superintendent. A standard evaluation instrument shall be used throughout the District. Any changes in the evaluation instrument shall be mutually developed by the Association and the Board and/or its representative.

The purpose of such evaluations is to observe the employee in the performance of their contractual responsibilities. All employees shall have the opportunity to discuss the results of the evaluator's observation(s) with the evaluator. Following the completion of any classroom observation, the evaluator must contact the employee within ten (10) days to discuss the observation. In addition, any observations which will be used as part of the formal written evaluation must be discussed between the evaluator and the employee by April 10.

Copies of all written reports generated from the employee evaluation(s) shall be given to such employee by May 1. The employee must sign the evaluator's copy acknowledging receipt of the employee's copy. Within five (5) working days after May 1, the employee must request a post evaluation conference with the evaluator to discuss the evaluation. The conference must be held on a mutually agreed upon date prior to the end of the contract year. The teacher shall have the opportunity to reply to any evaluation(s) in writing within five (5) days of the post evaluation conference. Any such statement shall be attached to said evaluation.

Employee evaluations are to be fair, just and accurate. A grievance may be filed under Article III, Grievance Procedure, of this Master Contract. An employee may file a grievance on an evaluation only if the overall evaluation is unsatisfactory. The evaluation instrument will contain a statement and/or item to indicate whether the overall evaluation is satisfactory or unsatisfactory. Adverse action will be taken against an employee only if the overall rating of an evaluation is unsatisfactory.

The Association and Board agree that the Board is not giving up their rights under the Code of Iowa to terminate a probationary employee by allowing such probationary employee to file a grievance concerning an unsatisfactory evaluation. The first two consecutive years of employment of a teacher in the District are a probation period. The Board may extend the probationary period for an additional year with the consent of the teacher.

Evaluation files may exist for each employee at the building level. Copies of all written reports generated from the employer evaluation(s) will be sent to the Central Administration Office for placement in the employee's personnel file.

Any deficits noted after the formal evaluation may be included in the employee's personnel file as a written statement which must be addressed as part of the next formal evaluation within the next school year or be removed from the teacher's file.

## **ARTICLE VIII**

### **TRANSFER PROCEDURES**

#### **Generally**

The provisions of this Article shall apply only to permanent transfers. A permanent transfer is defined as a transfer which, at the time made, is determined to be effective for at least an entire school year.

A transfer is defined as a change in an employee's building, grade or subject area assignment.

All grade, subject, activity and school assignments within the bargaining unit shall be made by the Board. Teachers shall be advised in writing, as early as possible, of teaching assignments and shall be kept advised concerning any changes in those assignments.

#### **Voluntary Transfers**

During the school year, the superintendent shall post in the school buildings for a period not to exceed five (5) school days, a list of the vacancies which will occur in the subsequent school year. During the summer months, the vacancies shall be posted in the Central Office. A vacancy shall be considered that position which remains open after the employer has exercised all rights of transfer and/or assignment.

Any teacher may make a written request to be considered for a transfer to a new teaching assignment, whether it be to another grade, subject and/or activity. Applications for transfer must be renewed annually. Such applications for transfer may be withdrawn at any time up to such time as acted upon by the administration.

All submitted applications will be considered. An employee may apply for more than one position. Once an application is submitted, a note expressing interest in further positions would be acceptable notification. Applicants who express interest in an assignment need not be re-interviewed for each specific assignment.

#### **Involuntary Transfers**

If the administration deems it advisable to transfer an employee, and the employee has not previously indicated a desire for the position in question, there will be a prior meeting between the administration and the employee to advise the employee that a transfer is probable. When the decision has been made, the administration will advise the employee of that transfer as early as possible. Upon written request by the employee, the employee will be afforded the opportunity of a meeting with the administration to discuss that transfer.

## ARTICLE IX

### STAFF REDUCTION PROCEDURES

The order of layoff shall be determined by reducing the employee with the least amount of seniority under the procedure(s) specified below:

A. Procedures for Staff Reduction Within the areas identified in Section B below, employees with the least seniority in the curricular area being reduced would be reduced first. A teacher in a curricular area being reduced will be transferred to a position filled by an employee with less seniority in the district provided the following are met:

1. Proper certification and endorsements for the specific position.

B. Curricular Areas Include:

1. PK-6 teacher
2. 7-12 teacher
3. K-12 Special Area

Seniority shall be defined as the length of current consecutive employment in the West Branch Community School District and shall be computed from the date the employee signed the contract. Employees who work less than full time shall receive prorated seniority accumulation. If two (2) or more employees have the same accumulated seniority, the relative order of seniority among them for the purpose of this agreement shall be determined by drawing lots. To displace another employee, an employee must be certified for the position.

Employees shall be recalled from layoff in the reverse order of their layoff.

An employee selected for recall will be informed by the administration of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and date of such recall. Within ten (10) calendar days after an employee receives notice of re-employment, he/she must advise the administration, in writing, that he/she accepts the position offered in such notice and he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept, within ten (10) calendar days, any position offered to him/her.

The employee shall retain his/her rights to re-employment after a layoff for a period of fifteen (15) months following the date of the layoff.

## **ARTICLE XIII**

### **INSURANCE**

The Board shall provide the full premium cost of group health, accident and major medical insurance for full-time eligible employees for an Alliance Select comprehensive plan or the equivalent coverage plan from another carrier, subject to the eligibility provisions of the insurance policy. As an alternative, the employee may choose a higher deductible health plan and single dental plan to be paid by the Board. The Board shall provide a pro-rata share of the premium cost for eligible part-time employees.

The Board will make available at least two group health, accident and major medical insurance plans to the employee. These will be the same coverage with different deductible levels.

The Board will offer single and family dental plans to the employee. If the higher deductible health insurance policy is chosen, the Board will pay the single dental premium. If no health insurance is needed, the Board will pay the cost of family dental and vision insurance for the employee. An employee that waives health, dental and vision insurance coverage may receive \$125/month annuity in lieu of that coverage. To be eligible for an annuity, an employee must provide proof of insurance under a group plan of a spouse, domestic partner, or someone else with whom they have a relationship entitling them to insurance under that person's plan. The annuity must be with one of the approved providers under the state's group plan.

Changes in insurance plan alternatives may be made according to Board policy and in accordance with the provisions of the existing insurance policy.

The Board shall provide an additional one hundred ten dollars (\$110) per month toward the group health, accident and major medical insurance premiums for the employee's dependent or family coverage.

Additional premiums due for group health, accident and major medical insurance coverages or other benefits agreed to by the parties not paid by the District will be paid by the employee, and may, with the employee's written authorization, be deducted from salary payments on a pre-tax basis.

Subject to the eligibility provisions of the insurance policy, the Board will, on behalf of each regularly employed contracted certified employee, pay the full premium for a group long-term disability insurance policy.

Subject to the eligibility provisions of the insurance policy, the Board will, on behalf of each regularly employed contracted certified employee, pay the full premium for a group term life insurance policy in the amount of \$20,000.

The Board shall provide a Flex Benefit plan in which employees may participate. Medical Flex Reimbursement and Dependent Child Care Reimbursement can be elected on a yearly basis. These elections are deducted from salary payments on a pre-tax basis.