

# Being your own best advocate. . .

## WHAT EVERY MEMBER NEEDS TO KNOW ABOUT CONTRACT RIGHTS

### **1. What should be included in my individual contract?**

An individual contract must state the number of contract days, the annual compensation to be paid, and any other matter as may be mutually agreed upon. Only a one-year contract can be issued.

### **2. Who must sign the contract?**

The president of the board must sign the contract prior to its issuance. After the teacher signs it, it is then filed with the secretary of the board before the teacher begins work. A contract is invalid if the teacher is under contract with another board of directors during the same period. A teacher must be released from a contract prior to signing another one.

### **3. How do I know if I'm employed the next year?**

Contracts are automatically continued for equivalent periods of time except as modified or terminated by mutual agreement of the board and the teacher. Contracts cannot be issued prior to March 15 of any year. A notice of intent to terminate a continuing contract must be issued on April 30 or before.

### **4. How long before I have to return my signed contract?**

A teacher cannot be required to return a contract to the board or to resign less than 21 days after the contract has been offered.

### **5. How am I evaluated?**

A beginning teacher will receive a comprehensive evaluation at the end of his/her second year that will determine whether the district will recommend licensure as a career teacher. The law allows the district to extend a teacher's eligibility for a practitioner's license by one year. If the district chooses to do so, the teacher's provisional license will also be renewed for an additional year.

For beginning teachers, the standards and criteria for the comprehensive evaluation have been incorporated into an evaluation instrument developed by the Department of Education (DE). All school districts will be required to use this evaluation instrument, and this instrument is not subject to negotiation or grievance procedures.

The specific procedures for evaluation remain a mandatory topic of bargaining, and therefore, part of the Master Contract. Probationary employees do not have the ability to grieve the content of an evaluation. Contract language determines the frequency of the evaluation of non-probationary teachers. Become familiar with the evaluation language in your contract. Specific timelines are also usually designated.

### **6. What are the Iowa Teaching Standards?**

In 2001 the Iowa Legislature enacted legislation which formalized eight (8) Teaching Standards. The Iowa Teaching Standards are as follows:

- I. Demonstrates ability to enhance academic performance and support for implementation of the school district's student achievement goals.

- II. Demonstrates competence in content knowledge appropriate to the teaching position.
- III. Demonstrates competence in planning and preparing for instruction.
- IV. Uses strategies to deliver instruction that meets the multiple learning needs of students.
- V. Uses a variety of methods to monitor student learning.
- VI. Demonstrates competence in classroom management.
- VII. Engages in professional growth.
- VIII. Fulfills professional responsibilities established by the school district.

In addition the DE has developed a set of criteria for each of the standards. Beginning teachers will be required to meet the district's expectations for performance on all of the standards and all of the criteria. The employer (district or AEA) must inform the beginning teacher of the standards and criteria upon which the teacher will be evaluated and the process the employer will utilize.

Evaluations of non-probationary employees will be keyed to the Iowa Teaching Standards beginning July 1, 2005.

### **7. How long does probationary status last?**

Effective July 1, 1998, beginning teachers will have probationary status for the first three years of employment. The probationary period may be extended to a fourth year by mutual agreement. Once a teacher has successfully completed a three-year probationary period in any school district, the teacher would only have to serve a one-year probationary period should he/she choose to change districts. That one-year probationary period may be extended to a second year by mutual agreement.

The probationary status and achieving a standard license should not be confused. Beginning in 2001 teachers new to the profession have two years to achieve a standard license. If the district believes it is not ready to make a decision regarding licensure after that two-year time period, it may be extended to a third year.

Licensure and probationary status aren't exactly the same things. However, they are linked.

### **8. How would termination happen?**

Termination for "just cause" (incompetence, immorality, or insubordination) can occur at any time of the school year. If a board decides not to renew the contract of a probationary teacher, the teacher must be notified by April 30.

Notification of non-renewal must be in writing and either delivered in person or by certified mail. The notification is complete when received by the teacher. The notice must contain a short and plain statement of the reasons for termination.

### **9. If I get a termination notice, what should I do?**

Call the UniServ office and contact an Association Rep. Time is essential. You have **five (5) calendar days** (not workdays) to request a private hearing before the board. There is a form letter to use for the hearing request, which the UniServ office will provide. Failure to request a hearing within the five days causes the employee to relinquish any chance at due process.

## **10. Is it difficult to terminate a probationary teacher?**

No. In reality, a board can decide that a probationary teacher is not a good “fit” for the district, and it takes little else to terminate that employment. However, a probationary teacher is entitled to the same private hearing and all other procedural requirements as a long-term employee. Effective July 1, 1998, teachers in the first and second year of probation cannot grieve their evaluations. To terminate any employee the district must have proof of the employee’s lack of skill (i.e., poor evaluations). The employer is required to follow the evaluation procedures defined within the master contract. If the district has not followed the evaluation procedure or if the employee believes that the evaluation was not fair or accurate, the employee should grieve the evaluation. The employee needs to challenge an evaluation immediately. If a termination notice is issued, the grievance process ends immediately and the hearing before the board is the only option a teacher has for reinstatement.

The board’s decision regarding the termination of a probationary teacher is final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of a public employee right.

Non-probationary teachers have the right to a private hearing before the school board. If the board moves to terminate the contract of a non-probationary teacher, the teacher may appeal the decision to an adjudicator. The adjudicator has the authority to uphold or overturn the decision of the school board. Either party may then appeal the adjudicator’s decision to District Court. The burden of proof is greater and the process far more extensive when a school board attempts to terminate employment of a non-probationary employee.

## **WHAT EVERY MEMBER NEEDS TO KNOW ABOUT EVALUATION**

As the result of a Supreme Court decision handed down in September 2002, evaluation procedures remain a mandatory topic of bargaining. However, the evaluation instrument, standards and criteria are non-mandatory topics of bargaining. The process used for beginning (first- and second-year) teachers is dictated by the Teacher Quality/Compensation Legislation of 2001. Many different evaluation procedures for non-probationary teachers exist in Iowa school districts. Teachers need to read the master contract of their school district to acquaint themselves with the procedures in effect in their district. However, there are some similarities among the procedures. Check for the following items:

### **1. Timelines**

- Evaluation orientation—Must it occur during the first few weeks of school? Did it occur on that timeline?
- Frequency of evaluations—When must they occur? Did they occur on that timeline?
- Formative vs. Summative Evaluation—What role does each have? Is there a specific timeline for formative prior to completion of the summative?
- Written documentation—When must the written form be presented to the teacher? Was the timeline followed?

## **2. The Evaluation**

- Must the evaluation observation be for a specific length of time?
- Must arrangements be made in advance? Do lesson plans need to be submitted in advance?

## **3. The Right to Respond**

Most master contracts provide for the employee's right to respond to any written document that will become a part of the personnel file.

- Is there a timeline for the written response?

## **4. Signing the Evaluation**

Signing the evaluation does not mean agreement with the contents. It only means that it has been reviewed with the employee who, in turn, has the right to respond to any points of concern.

## **5. Right to Representation**

An employee has the right to Association representation in any meeting that the employee believes may jeopardize job security. Management does not have to offer representation, but the employee does have the right to stop the meeting and request it. If the meeting begins to feel threatening, stop the proceedings and find the Association Rep before continuing.

## **6. Probationary Employees and Evaluation**

As a result of legislation during the 1998 Legislative Session, probationary teachers during their first two years of employment may not grieve an evaluation. However, a teacher may grieve an evaluation during his/her third year of probation.

## **7. Evaluation, Grievances, and Termination**

Legislation enacted during the 1998 Legislative Session greatly impacted evaluation grievances and the termination process. It is imperative that an evaluation grievance is filed as soon as possible if there is a dispute regarding the content of the evaluation. Issuance of a termination notice stops the evaluation process. If a grievance has not been filed prior to the issuance of a termination notice, the grievance process cannot go forward.

# **WHAT EVERY MEMBER NEEDS TO KNOW ABOUT LEAVES**

All master contracts provide for specific types of leave available to employees:

## **1. Sick Leave**

Iowa law requires that new employees must be given a minimum of 10 days sick leave the first year of employment. Some contracts provide for 15 days. Read the contract to know for sure what is available. Minimum accumulation of sick leave is 90 days. However, many contracts provide for more than 90 days of accumulated sick leave.

Districts may require submission of specific forms before the employee can return to work.

## **2. Personal Leave**

Most contracts provide for personal leave. The amount varies from 1 to 3 days per year. Personal leave must usually be requested in advance. The number of days in advance varies. Some contracts require that reasons be given, others do not. The number of restrictions varies greatly among contracts.

## **3. Jury and Legal Leave**

Many contracts provide for some type of legal leave in the event an employee is required to report for jury duty or receives a subpoena.

## **4. Professional Leave**

Professional leave is available for employees to attend workshops, conferences, institutes, and other meetings. The process for its use is described in the master contract.

## **5. Bereavement Leave**

All contracts provide for some type of paid leave for use at the time of the death of a family member. "Family" is defined specifically in most contracts. The specific number of days available annually is also defined.

## **6. Association Leave**

Contracts provide for Association leaders to have paid leave to conduct some of the Association business during the school day. The days are limited in most contracts and the process for use is defined.

## **7. Other Leaves**

Various other types of leaves are available in most contracts. They may be paid or unpaid. Be sure to check the contract to see what is available. Ask an Association Rep when in doubt.

# **WHAT EVERY MEMBER NEEDS TO KNOW ABOUT INSURANCE**

All contracts provide for health insurance for full-time employees. At the minimum, the district will provide a single policy for the employee. Most contracts provide some amount toward the family plan. Contracts provide for a pro-rated amount for part-time employees. Here are some important points to keep in mind:

- Signup for insurance is during the beginning of September. The date that a new hire is covered by the district's insurance varies. Some districts cover new hires from the first day of employment, others do not cover new hires until October 1.
- Term Life Insurance may be a benefit that has been negotiated. The exact dollar amount of coverage varies.
- Long-term Disability Insurance may also be a benefit that has been negotiated. Where it is available, it usually covers 60% of the monthly wage with a monthly salary cap.
- Dental or Vision Insurance may be a negotiated benefit. Check the master contract.

## **WHAT EVERY MEMBER NEEDS TO KNOW ABOUT HOURS**

Master contracts define the work hours of employees. Some contracts define the day with specifics (8:00 a.m. - 4:00 p.m.). Some contracts say an 8-hour day with the specific hours set by building.

The number of evening meetings may be defined in the contract. These may be parent-teacher conferences, student concerts, and other duties, which may or may not be required. When in doubt, ask your Association Rep.

## **WHAT EVERY MEMBER NEEDS TO KNOW ABOUT THE GRIEVANCE PROCESS**

A grievance occurs when an employee or the Association believes there has been a misapplication or violation of the contract.

Grievances usually have four steps defined in the master contract:

1. Level One—Informal—meet with the building principal. No written response required.
2. Level Two—Formal meeting with the building principal. This level requires that the grievance be reduced to writing.
3. Level Three—Superintendent level. A meeting is scheduled with the superintendent or his/her designee to discuss the grievance and a possible remedy. Written response is required.
4. Level Four—Arbitration. This is the final level. It cannot be utilized without the approval of the local Association.

Each level has specific timelines that must be strictly followed. Failure to follow the designated timelines usually eliminates the potential for forwarding the grievance. Usually the grievance process must be filed within a specific number of days of the alleged violation. The master agreement should be checked to determine the exact number of days for each level.

It is the member's or the Association's responsibility to forward a grievance to the next level. Remember . . . no response is a response . . . move the grievance to the next level according to the timelines. Ask the Association for help!!