

## Article 13: Staff Reduction Procedures

### A. Notification

The Board shall notify all affected employees by April 30 of the contracted year if it is contemplating staff reduction. The employee shall receive the notice in writing and will specify the reasons for the proposed reduction.

### B. Seniority

1. Seniority shall be defined as the number of continuous years of teaching experience by each employee in the Corning Community Schools. Any employee taking a leave of absence that occurs during the contract year in which the request is 90 days or longer, and returns immediately after the leave has ended, has continuous years of service for seniority purposes, but loses that year in the total number of years of service.
2. The initial contract signing date will be the determining priority for each position on the seniority list.
3. Each January 1 and July 1 will be used as certification verification anchor points. All planning and action will be based upon the previous anchor point (January 1 or July 1) whichever is most recent.
3. Experience in a specific certification is not a priority factor.

### C. Staff Reduction

Staff reduction will be done using the Seniority List that is compiled from the four areas above.

### D. Procedures

In the event the employer determines a reduction in staff is necessary, the employer shall reduce employees using the following sequential order within the respective curricular areas.

#### Sequential Order:

- |         |  |
|---------|--|
| First:  | Attrition  |
| Second: | Part time, beginning, or new teachers to the system, that the state of Iowa considers serving their probationary period. |
| Third:  | Full time, beginning, or new teachers to the system, that the state of Iowa considers serving their probationary period. |
| Fourth: | Teachers with the fewest continuous years of teaching experience in the Corning Community School District.               |

Fifth: In the event reduction in staff cannot be adequately accomplished through the application of items one through four of the sequential order of this article, the Board of Education shall determine which employee(s) is to be terminated according to the needs of the school district. Those needs shall include: employee evaluations, teaching experience in the Corning Community School District, breadth of certification, endorsements, depth of educational preparation, and involvement in directing co-curricular activities. The order of listing does not establish priority.

**E. Displacement**

The administration shall provide each employee with a current seniority list by December 1 of each calendar year. The seniority list shall be the governing instrument in determining who may be affected by the displacement procedure in the remainder of this section.

An employee who is notified by April 15<sup>th</sup> of possible termination due to the reduction of force, may request within five (5) calendar days of the notification that the employer displace another staff member who has less seniority in another curricular area, not affected by the reduction, than the employee being reduced.

**F. Recall Rights**

Laid off employees shall be recalled in inverse order, as openings develop in the curricular area from which they were laid off. Recalls will be accomplished by written notice, from the Superintendent, to the employee's last known address stating a date to report for work. The employee will have ten (10) days from the mailing to advise the Superintendent, in writing, of the employee's intention to accept the recall and to report for work on the designated date. Failure to respond, or to report for work in a timely manner, will be deemed a rejection and the Superintendent may notify the next employee to be recalled, or if there are none, hire a new employee.

Any employee laid off, pursuant to this Article, shall have recall rights for a position in the same curricular area from which the employee was laid off, for two (2) years from the effective date of the employee's lay-off, providing the laid-off employee is qualified to fill that position.

**G. Benefits**

Any recalled employee shall, upon return, receive the same benefits then in effect and will be placed on the salary schedule at the same level as the employee was qualified for at the time of the lay-off.

**H. Resignations and Terminations**

Should a lay-off occur, an employee who does not want to voluntarily move to another position, which may be offered by the Board, may accept a lay-off and shall be accorded the recall rights provided by this policy unless specifically waived in writing.

## Article 14: Health and Safety Provisions

### A. Physical Examinations

Employees are required to file with the Board at the beginning of service a written medical report of a physical examination by a licensed physician who has performed such examination. The school shall furnish the examination form. Costs for the EXAMINATION REQUIRED BY THE PHYSICAL FORM shall be paid by the Board. In determining the cost, the form will be submitted annually by the Board to local physicians requesting their charge for completion of the physical. The highest of these charges will be the maximum paid by the school district. The request will be made by July of each year.

### B. Safety Issues

The Corning Community School District has adopted an Emergency Response Plan, which will serve as a guide for employees.

## Article 15: Employee Evaluation

### A. Notification

Within two (2) weeks of the beginning of the school year, the building principal shall acquaint each employee under his/her supervision with the evaluation procedures and criteria. The purpose of the orientation is the achievement of an understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed.

### B. Procedures

Evaluation will include both formal and informal procedures. The employee shall be informed at least one week in advance of the date on which a scheduled formal observation is to occur. Each formal observation shall be preceded by a pre-observation conference between the employee and the principal. All formal evaluations shall be conducted with the knowledge of the employee.

### C. Criteria

Factors used as criteria for evaluation of employees are set forth in the evaluation instrument as established by the Board.

### D. Required Observation

The classroom teaching performance of a regular first year teacher shall be evaluated a minimum of three (3) times during the school year, at least once each semester. A second year teacher shall be evaluated a minimum of two (2) times during the school year, at least once each semester. Beyond the second year, a teacher shall be evaluated at least once every two years.

### E. Results of Evaluation

Results of each formal classroom evaluation shall be in writing. A post-observation conference shall be held between the principal and the employee within seven working days of the observation.

The employee shall sign the evaluation confirming that the conference has been held. All written materials resulting from a formal or informal evaluation, which is to be included in an employee's personnel file, shall be shown to the employee who will sign same to confirm that he/she has seen the material.

Written evaluations will identify the areas of deficiency identified by the evaluator. When deficiencies are noted, the employee shall submit a written improvement program, developed jointly with the building principal, including steps and the timetable that will be followed, to improve the deficiency. The

building principal must approve the program. (Note: Program approval shall not be unreasonably withheld.) Following remediation, subsequent re-evaluation shall occur.

**F.** Responses

The employee shall have the right to respond in writing to any written statement included in the personnel file. The response shall be attached to the statement and shall be signed and dated by the employee and the building principal to indicate awareness of the content.

**G.** Personnel File

Employees shall have the right to review the contents of their personnel file, except for confidential credentials material. This file shall be maintained in the superintendent's office.

**H.** Evaluation File

Employees shall have the right to review the contents of their evaluation file. Copies of any written statement directed towards the employee, which are to be included in the evaluation file, shall be made available to the employee within (10) working days of the inclusion in the file. The employer shall maintain only one evaluation file for each employee. This file shall be kept in the employee's respective principal's office.

**I.** Right to Grieve

An employee who has been evaluated has the right to grieve if that said evaluation, in his/her opinion, is unfair, unjust, or inaccurate, is not based on evaluation criteria, within thirty (30) working days of the post-evaluation conference. Grievances shall be made through the grievance procedures set forth in this agreement.

## Article 16: Realignment of Staff Voluntary and involuntary Transfer

### A. Voluntary Transfer

#### 1. Definition

The assignment of an employee to a different job classification, grade level, curriculum area, or building shall be considered a transfer. A voluntary transfer is a transfer requested by the employee.

#### 2. Notification of Vacancies

Upon knowledge of vacancies, the superintendent shall post, in all school buildings, a list of vacancies, which occur during the school year for the following school year. Such notice shall be posted for at least ten (10) calendar days to allow an employee, who has not previously filed a written statement of the desired for transfer, to request a voluntary transfer to a vacancy.

An employee who desires a change in grade and/or subject assignment shall file a written statement of such desire with the superintendent. Such statement shall include all areas to which the employee desires to be assigned, in order of preference. Requests shall be submitted prior to April 1 for the following school year.

#### 3. Procedure

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 district. No such requests shall be denied arbitrarily, capriciously, or without basis in fact.

All past and current employees, who are covered by the Master Agreement in force, who have indicated a previous or present desire for said position, will be contacted and interviewed.

If more than one employee, with appropriate certification, has applied for the same position, the determination as to which employee shall receive it shall be made primarily on the basis of seniority. In rare cases, administrative discretion may be allowed when evidence exists that such a transfer may be detrimental to the educational objectives of the district.

No new hire shall be employed, or involuntary transfer made, to fill a vacancy if a certified voluntary applicant exists, unless the instructional requirements of the district cannot be met by granting the voluntary transfer request.

**B. Involuntary Transfer**

1. Definition  
The assignment of an employee to a different job classification, grade level, curriculum area, of building shall be considered a transfer. An involuntary transfer is a transfer not initiated by employee request.
2. Use of Voluntary Requests  
Involuntary transfers shall be made only when a position cannot be filled by voluntary transfer.
3. Notice  
Notice of an involuntary transfer or reassignment shall be given, in writing, to the affected employee within ten (10) calendar days of the decision to fill the vacancy by involuntary transfer or reassignment.
4. Procedure  
If an involuntary transfer or reassignment is necessary, the employee with the least district seniority, who is certified in the subject areas and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority).
5. Meeting and Appeal  
An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, an Association representative, and the superintendent, at which time the employee shall be given reasons for the involuntary transfer. The reasons for an involuntary shall not be capricious, arbitrary, or without basis in fact. The employee shall be able to appeal the involuntary transfer through Article 3: Grievance Procedure at the appropriate step.
6. Priority in Reassignment  
An employee being involuntarily transferred shall have the priority for any vacancy for which he/she has approval (certification). In the case that more than one involuntarily transferred employee requests a vacancy, the most senior shall prevail. An employee being involuntarily transferred or reassigned shall not be reduced in contracted time.

## Article 17: Compliance and Duration Agreement

### A. Separability

Should any article, section, or clause of the Agreement be declared illegal by the court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### B. Printing Agreement

Copies of this Agreement shall be printed; the District and the Association share equally the cost. The Association shall be provided with two (2) copies per building and the current master contract will be posted on the school website. The District will have the copies printed by the most economical means.

### C. 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 by letter at the following designated addresses, or at such other address as may be designated by a party's written notification to the other party.

1. If by Association, to the Board at:  
904 8<sup>th</sup> Street  
Corning, IA 50841
2. If by Board, to Association at:  
904 8<sup>th</sup> Street  
Corning, IA 50841

### D. Duration Period

This Agreement shall be effective July 1, 2011, and continue through June 30, 2012.

### E. Effect

1. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- 2. Should any article or provision of this Master Agreement conflict with any provision of the individual Employee's Contract, the Articles and Provisions of this Master Agreement shall prevail.


**F. Signature Clause**

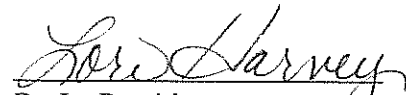
In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiator, and their signatures placed thereon, all on the

\_\_\_\_\_ 20 Day of July, 2011

Corning Community Education  
Association

Corning Community School  
Board of Education

  
By Its President

  
By Its President

  
By Its Chief Negotiator

  
By Its Chief Negotiator

Generator Base  
 4% Horizontal Step  
 3% Vertical Step  
 TSS

25,425
1,017
763
4352

Step		BA	BA+12	BA+24	MA	MA+15	MA+30
0	Sal	29,777	30,794	31,811	32,828	33,845	34,862
1	Sal	30,540	31,557	32,574	33,591	34,608	35,625
2	Sal	31,303	32,320	33,337	34,354	35,371	36,388
3	Sal	32,065	33,082	34,099	35,116	36,133	37,150
4	Sal	32,828	33,845	34,862	35,879	36,896	37,913
5	Sal	33,591	34,608	35,625	36,642	37,659	38,676
6	Sal	34,354	35,371	36,388	37,405	38,422	39,439
7	Sal	35,116	36,133	37,150	38,167	39,184	40,201
8	Sal	35,879	36,896	37,913	38,930	39,947	40,964
9	Sal	36,642	37,659	38,676	39,693	40,710	41,727
10	Sal	37,405	38,422	39,439	40,456	41,473	42,490
11	Sal	38,167	39,184	40,456	41,218	42,235	43,252
12	Sal	38,930	39,947	40,964	41,981	42,998	44,015
13	Sal		40,710	41,727	42,744	43,761	44,778
14	Sal		41,473	42,490	43,507	44,524	45,541
15	Sal		42,235	43,252	44,269	45,286	46,303
16	Sal			44,015	45,032	46,049	47,066
17	Sal			44,778	45,795	46,812	47,829
18	Sal			45,541	46,558	47,575	48,592
19	Sal			46,303	47,320	48,337	49,354
20	Sal			47,066	48,083	49,100	50,117
21	Sal			47,829	48,846	49,863	50,880
22	Sal				49,609	50,626	51,643
23	Sal				50,371	51,388	52,405
24	Sal				51,134	52,151	53,168

LONGEVITY				
year				
22	631			
23	631			
24	883			
25	883	883	883	883
26	1,135	883	883	883
27	1,135	1,135	1,135	1,135
28		1,135	1,135	1,135
29		1,387	1,387	1,387
30		1,387	1,387	1,387

Base 25,425  
TSS 4352

Step		BA	BA+12	BA+24	MA	MA+15	MA+30
<b>0</b>	Sal	25,425	26,442	27,459	28,476	29,493	30,510
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>29,777</b>	<b>30,794</b>	<b>31,811</b>	<b>32,828</b>	<b>33,845</b>	<b>34,862</b>
<b>1</b>	Sal	26,188	27,205	28,222	29,239	30,256	31,273
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>30,540</b>	<b>31,557</b>	<b>32,574</b>	<b>33,591</b>	<b>34,608</b>	<b>35,625</b>
<b>2</b>	Sal	26,951	27,968	28,985	30,002	31,019	32,036
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>31,303</b>	<b>32,320</b>	<b>33,337</b>	<b>34,354</b>	<b>35,371</b>	<b>36,388</b>
<b>3</b>	Sal	27,713	28,730	29,747	30,764	31,781	32,798
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>32,065</b>	<b>33,082</b>	<b>34,099</b>	<b>35,116</b>	<b>36,133</b>	<b>37,150</b>
<b>4</b>	Sal	28,476	29,493	30,510	31,527	32,544	33,561
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>32,828</b>	<b>33,845</b>	<b>34,862</b>	<b>35,879</b>	<b>36,896</b>	<b>37,913</b>
<b>5</b>	Sal	29,239	30,256	31,273	32,290	33,307	34,324
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>33,591</b>	<b>34,608</b>	<b>35,625</b>	<b>36,642</b>	<b>37,659</b>	<b>38,676</b>
<b>6</b>	Sal	30,002	31,019	32,036	33,053	34,070	35,087
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>34,354</b>	<b>35,371</b>	<b>36,388</b>	<b>37,405</b>	<b>38,422</b>	<b>39,439</b>
<b>7</b>	Sal	30,764	31,781	32,798	33,815	34,832	35,849
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>35,116</b>	<b>36,133</b>	<b>37,150</b>	<b>38,167</b>	<b>39,184</b>	<b>40,201</b>
<b>8</b>	Sal	31,527	32,544	33,561	34,578	35,595	36,612
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>35,879</b>	<b>36,896</b>	<b>37,913</b>	<b>38,930</b>	<b>39,947</b>	<b>40,964</b>
<b>9</b>	Sal	32,290	33,307	34,324	35,341	36,358	37,375
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>36,642</b>	<b>37,659</b>	<b>38,676</b>	<b>39,693</b>	<b>40,710</b>	<b>41,727</b>
<b>10</b>	Sal	33,053	34,070	35,087	36,104	37,121	38,138
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>37,405</b>	<b>38,422</b>	<b>39,439</b>	<b>40,456</b>	<b>41,473</b>	<b>42,490</b>
<b>11</b>	Sal	33,815	34,832	36,104	36,866	37,883	38,900
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>38,167</b>	<b>39,184</b>	<b>40,456</b>	<b>41,218</b>	<b>42,235</b>	<b>43,252</b>
<b>12</b>	Sal	34,578	35,595	36,612	37,629	38,646	39,663
	TSS	4,352	4,352	4,352	4,352	4,352	4,352
	<b>Total</b>	<b>38,930</b>	<b>39,947</b>	<b>40,964</b>	<b>41,981</b>	<b>42,998</b>	<b>44,015</b>
<b>13</b>	Sal		36,358	37,375	38,392	39,409	40,426
	TSS		4,352	4,352	4,352	4,352	4,352
	<b>Total</b>		<b>40,710</b>	<b>41,727</b>	<b>42,744</b>	<b>43,761</b>	<b>44,778</b>

Step		BA	BA+12	BA+24	MA	MA+15	MA+30
14	Sal		37,121	38,138	39,155	40,172	41,189
	TSS		4,352	4,352	4,352	4,352	4,352
	<b>Total</b>		<b>41,473</b>	<b>42,490</b>	<b>43,507</b>	<b>44,524</b>	<b>45,541</b>
15	Sal		37,883	38,900	39,917	40,934	41,951
	TSS		4,352	4,352	4,352	4,352	4,352
	<b>Total</b>		<b>42,235</b>	<b>43,252</b>	<b>44,269</b>	<b>45,286</b>	<b>46,303</b>
16	Sal			39,663	40,680	41,697	42,714
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>44,015</b>	<b>45,032</b>	<b>46,049</b>	<b>47,066</b>
17	Sal			40,426	41,443	42,460	43,477
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>44,778</b>	<b>45,795</b>	<b>46,812</b>	<b>47,829</b>
18	Sal			41,189	42,206	43,223	44,240
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>45,541</b>	<b>46,558</b>	<b>47,575</b>	<b>48,592</b>
19	Sal			41,951	42,968	43,985	45,002
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>46,303</b>	<b>47,320</b>	<b>48,337</b>	<b>49,354</b>
20	Sal			42,714	43,731	44,748	45,765
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>47,066</b>	<b>48,083</b>	<b>49,100</b>	<b>50,117</b>
21	Sal			43,477	44,494	45,511	46,528
	TSS			4,352	4,352	4,352	4,352
	<b>Total</b>			<b>47,829</b>	<b>48,846</b>	<b>49,863</b>	<b>50,880</b>
22	Sal				45,257	46,274	47,291
	TSS				4,352	4,352	4,352
	<b>Total</b>				<b>49,609</b>	<b>50,626</b>	<b>51,643</b>
23	Sal				46,019	47,036	48,053
	TSS				4,352	4,352	4,352
	<b>Total</b>				<b>50,371</b>	<b>51,388</b>	<b>52,405</b>
24	Sal				46,782	47,799	48,816
	TSS				4,352	4,352	4,352
	<b>Total</b>				<b>51,134</b>	<b>52,151</b>	<b>53,168</b>

LONGEVITY	
year	
22	631
23	631
24	883
25	883
26	1,135
27	1,135
28	1,135
29	1,387
30	1,387

APPENDIX B

Extra Duty Salary  
2011-2012

Base Salary \$25,425

Position	% of Base	Salary \$
Sports Liaison	4.25%	1,081
Head HS Coach	11.00%	2,797
Head HS B/G Track	9.00%	2,288
Head HS B/G Golf	9.00%	2,288
Head HS B/G Tennis	9.00%	2,288
Assist. HS Coach	8.00%	2,034
Assist HS Track/Tennis	6.00%	1,526
Cross Country	9.00%	2,288
Junior High Coach	5.00%	1,271
HS Cheerleading Sponsor	5.00%	1,271
Large Group Speech Contest	3.00%	763
Individual Speech Contest	3.00%	763
Vocal Director-Musical	5.00%	1,271
Band Director-Musical	5.00%	1,271
Yearbook Sponsor - HS	6.00%	1,526
Yearbook Sponsor - JH/Elem	1.50%	381
Instrumental Music Director	9.00%	2,288
Vocal Music Director	9.00%	2,288
K-4 Vocal Music Director	3.00%	763
Y-Teen Sponsor	2.00%	509
Head Concessionaire	4.25%	1,081
Drama-Fall Play	5.00%	1,271
Drama- Spring Play	5.00%	1,271
Band Assistant	3.00%	763
FCCLA Sponsor	5.00%	1,271
National Honor Society	1.50%	381
Student Council	5.00%	1,271
Junior High Student Council	3.00%	763
Prom Advisor(s) (up to 4)	2.50%	636
One Advisor	1-Jan	2,524
Two Advisors	1/2	1,248
Three Advisors	1/3	841
Four Advisors	1/4	636

GRIEVANCE REPORT

CORNING COMMUNITY SCHOOL DISTRICT

Number \_\_\_\_\_

\_\_\_\_\_ Building

Date Filed \_\_\_\_\_

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Name of Aggrieved Person

(Step 1)

A. Date of Alleged Violation \_\_\_\_\_

B. Nature of Grievance

\_\_\_\_\_  
\_\_\_\_\_

C. Specific Section(s) of Contract Alleged Violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Remedy Requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

E. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

Grievance Report – Page 2

(Step 2)

A. \_\_\_\_\_  
Signature of Grievant                      Date Received by Superintendent

B. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent                      Date

(Step 3)

A. \_\_\_\_\_  
Signature of Grievant

B. Date Submitted to Arbitrator \_\_\_\_\_  
Date Received by Arbitrator \_\_\_\_\_

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Signature of Arbitrator                      Date