Westwood CSD Westwood EA 8/14/2006 8/14/2008

WEST WOOD CSD/EA 06-08

Westwood Community School
Sloan, Iowa

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PUBLIC EMPLOYMENT
RELATIONS BOARD

Master Contract

2006-07 School Year
2007-08 School Year

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In Accordance with and pursuant to the provision of Iowa Public Employment Relations Act of 1974 as amended, the Westwood Community School District and Westwood Education Association enter into this Master Agreement.

ARTICLE I - RECOGNITION

The BOARD hereby recognizes the Westwood Education Association (ASSOCIATION), an affiliate of the Iowa State Education Association and the National Education Association as the certified, exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board Certification Instrument (Case No. 572) issued by the Public Employment Relations Board on the 8th day of March, 1976. The unit described in such certification is as follows:

> All full-time and regularly scheduled part-time professionally certified employees employed as classroom teachers, special education instructors, remedial, resource room, industrial arts, vocational agriculture, homemaking, business education, or other teachers not specially described. The unit shall also include the librarians, guidance counselor, department chairman, and school nurse.

The ASSOCIATION recognizes the Westwood Community School Board of Education (BOARD) as the public employer empowered by law with the rights and responsibilities to maintain the efficiency of the Westwood Community School District; to hire, promote, demote, transfer, assign and retain public employees in positions with the Westwood Community School District; to suspend, discipline, or discharge employees for proper cause; to direct the work of its employees; to relieve public employees from duty because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments, and personnel by which the operations of the Westwood Community School District are to be conducted; to take such actions as may be necessary to carry out the responsibilities of the Westwood Community School District; to initiate, prepare, certify and administer its budget; and to exercise all powers and discharge all duties granted to said public employer by law, except as may be otherwise provided by this Agreement.

As used in this Agreement, the following words shall have the following definition and meaning:

1) The term "BOARD" as used in this Agreement shall mean the Board of Education of the Westwood Community School District.
2) The term "EMPLOYEE" as used in this Agreement shall mean all professionally certified employees and the school nurse represented by the ASSOCIATION in the bargaining unit as defined and certified by the Public Employment Relations Board.
3) The term "ASSOCIATION" as used in this Agreement shall mean the Westwood Education Association.

4) The term "DISTRICT" as used in this Agreement shall mean the Westwood Community School District, as it may be constituted from time to time.

The ASSOCIATION, EMPLOYEES and the BOARD may utilize, designate and employ such agents, representatives or legal counsel as said parties may in their individual discretion desire.

ARTICLE II - IMPASSE PROCEDURES

The Impasse Procedures as set forth in Section 20.20; 20.21; 20.22; of the 1974 Code of Iowa as it may from time to time be amended shall be utilized by the parties. The BOARD and the ASSOCIATION shall submit this dispute to a single arbitrator rather than to a panel of arbitrators. The parties shall request from the Public Employment Relations Board (hereafter PER board) a list of five (5) arbitrators from which the parties shall alternately strike four (4) names with the arbitrator remaining being the arbitrator to whom the parties shall submit the dispute.

ARTICLE III - ASSOCIATION RIGHTS

The ASSOCIATION and its members may make use of the vocal, band, lunchroom or classroom of school buildings provided that the ASSOCIATION by or through its executive committee makes specific requests therefore to the principal in charge of the building requesting that such room or classroom be made available. Such request when made shall not unreasonably be denied. The ASSOCIATION shall endeavor to make such request to use the building to the principal of the building where the room is located at least two (2) days prior to its intended use.

The ASSOCIATION may utilize any of three (3) bulletin boards provided by the BOARD at such locations as may be selected by the ASSOCIATION upon which the ASSOCIATION may post such information as it deems appropriate. The President of the ASSOCIATION shall designate such locations.

No ASSOCIATION business shall be conducted on school property during school hours except with the express permission of the principal in charge of the facility or area the ASSOCIATION seeks to utilize. This paragraph shall not prohibit the distribution of ASSOCIATION membership applications four times each year during regular school hours upon school premises for so long as such distribution does not interfere with class activities.

The DISTRICT shall not be required to research or compile statistics or records solely for the purpose of the ASSOCIATION.

The ASSOCIATION shall have only those rights as are herein expressly set forth or may be by law provided.

ARTICLE IV - EMPLOYEE RIGHTS

A. Rights

Individual employees shall have those rights as are herein expressly set forth or as may be by law provided.

B. Evaluation of Students

The certified teacher shall have the authority to determine grades and other evaluations of students within the grading policies of the Westwood Community School District based upon professional judgment of available criteria pertinent to any given subject area or activity for which the employee is responsible.

Should a question arise as to validity or appropriateness of a grade or evaluation, such grade or evaluation may be changed by the Principal or Superintendent. The teacher must be notified in writing of the changed grade. Ten (10) days after the teacher is notified the grade so modified shall be designated as the grade assigned by the Principal or Superintendent.

Failure to inform the teacher in writing would verify the teacher's grade.

ARTICLE V - ASSOCIATION DUES CHECK-OFF

Any employee who is a member of the ASSOCIATION or who has applied for membership may sign and deliver to the BOARD an Assignment authorizing the BOARD to deduct from the paycheck of such employee the dues of the ASSOCIATION. The Assignment to be executed by the employee shall be as here provided.

Upon receipt of such properly executed Assignment, the BOARD shall deduct one-tenth (1/10) of the annual ASSOCIATION dues from the regular salary check of the employee each month for ten (10) months beginning with the October paycheck and ending with the July paycheck.

For those employees who begin dues deductions after the October pay period, the total yearly dues shall be prorated and deducted from such employee's regular paychecks on the basis of the months remaining in the contract period through the month of July.

The form of Assignment shall be effective for the contract year in which executed unless revoked by the employee. Revocation by an employee shall be effective after giving the Board a thirty (30) day notice.

In those situations involving employee termination of employment prior to July, the BOARD shall deduct from said employee's last paycheck the unpaid balance of ASSOCIATION dues remaining due and unpaid to the full extent of such last paycheck if necessary and forward the same to the ASSOCIATION.

The ASSOCIATION agrees to indemnify, defend and hold harmless the BOARD and each individual member of the BOARD against all claims, costs, suits, or any other liability or charges and court costs arising out of the application of the provisions of this paragraph. The failure of the BOARD to withhold dues or to pay the ASSOCIATION shall not render the BOARD liable to the ASSOCIATION or to employees by reason of such failure.

The BOARD shall transmit to the ASSOCIATION the total monthly deductions for professional dues as soon as possible but, in any event, within no less than ten (10) school days following each regular payroll period together with a list of the employees for whom such deductions were made.

The form of authorization for dues deductions shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES

I hereby authorize the Westwood Community School District to deduct from my paychecks the dues I owe the Westwood Education Association. I request such deduction to be in ten equal installments of $_____ each. I request that such deductions begin with the paycheck I would expect to receive on or about October 20, 2006, and continue thereafter each month. It is my understanding that the Westwood Community School District will remit such deductions monthly to the Westwood Education Association. In the event my employment is terminated prior to August of 2007, I authorize the School District to deduct the total unpaid balance of Association dues and forward the same to the Westwood Education Association. I further authorize a representative of the Westwood Education Association to examine my payroll records at the Westwood Community School District to insure that this request has been complied with. In the event of any mistakes during the course of the year in dues deductions which may or may not have been made as hereby requested, I authorize the Westwood Community School District to make such correction as may be required in order to insure compliance with this request out of the last paycheck which I will receive for the 2006-07 school contract year.

Date _____

Employee: _____

ARTICLE VI - LEAVES

Employees shall have two (2) personal leave days each year with pay. Employees shall arrange in advance with the proper Principal to take such personal leave. At the end of any given year, the employee shall be reimbursed at the substitute rate for any unused personal leave.

Only three certified employees shall be allowed personal leave during the same contract day and only two certified employees shall be allowed personal leave during the same contract day from the same level (K-6 or 7-12).

Employees shall have two (2) immediate family illness days leave each year with pay. Immediate family shall be only spouse, child, parent, or parent-in-law.

Such leave if unused may accumulate from year to year to a maximum of five (5) days per year. If in any given year an employee exhausts their immediate family illness leave and personal leave, up to (10) sick leave days may be used for additional immediate family illness leave.

Leave of not to exceed five (5) days with pay will be granted where requested in the case of the death of a spouse, child, parent, or parent-in-law.

Leave of not to exceed two (2) days with pay will be granted where requested in the case of the death of an employee's or and employee's spouse's daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or grandchildren.

Leave of not to exceed one (1) day with pay will be granted in case of the death of an employee's friend or a relative who has not been listed in the above paragraphs.

Each year one (1) individual designated by the ASSOCIATION may have up to three (3) days for ASSOCIATION business or conference. Such individual and the specific three (3) days involved shall be designated and the superintendent advised at least one (1) month in advance of the intended use of such three (3) days.

The ASSOCIATION shall reimburse the BOARD for the expense of a substitute for such individual.

Military leaves shall be granted as by law required.

Additional leaves with or without pay upon reasonable notice and application to the BOARD may be granted at the discretion of the BOARD. Each application shall be individually considered.

ARTICLE VII - EMPLOYEE HOURS

A. Duties and responsibilities of teachers under this contract are not readily dischargeable nor translatable into fixed hours and minutes of the day. All parties to this Agreement recognize and expect that in addition to the regular business school hours during which teacher attendance is required, teachers on their own and without supervision or requirement so to do must dedicate additional time or times to their classes and individual students as from time to time may be necessary. Further, each teacher shall prepare, well in advance, for the disposition of said teacher's responsibilities and duties in teaching. Such preparation shall include outside study and organization, grading of papers and the discharge of normal teacher duties and responsibilities. All of such time or times are in addition to normal classroom duties.

In order that there shall be no misunderstanding concerning the normal workday, teachers shall be at their respective positions at 8:00 A.M. until 4:00 P.M., Monday through Thursday. On Friday the work day shall be from 8:00 A.M. until 3:40 P.M. In addition, individual teachers may be required to remain later than 4:00 P.M. or 3:40 P.M. or to come to work prior to 8:00 A.M. for regularly scheduled courses or scheduled special activities or to assist in student supervision. Whenever possible, the BOARD will direct dismissal of classes on the day prior to school-scheduled holidays one (1) hour in advance of the usual dismissal time.

Each employee shall be provided with a minimum of one (1) period of duty free preparation time per day in secondary education or the equivalent on a weekly basis.

The building principal or designee may assign certified staff who have a planning period or are otherwise available to cover class periods for teachers on leave if no subs are available. A teacher so assigned will be paid one-eighth of the daily substitute's salary for covering a class or portion of a class that lasts more than 25 minutes. A teacher assigned 25 minutes or less will not receive additional compensation. Media specialist(s) will not receive additional compensation unless they are asked to close the media center and go to a classroom. Staff assigned to study hall duty shall not receive extra compensation. Every effort will be made to obtain a substitute when teachers are absent.

In order to promote the better administration of schooling and to insure the welfare of the students, no teacher may leave assigned duties, responsibilities, or positions without having first obtained in advance specific authorization from the Superintendent or Principal in charge of the building where the teacher is employed or the services are being performed or the teacher is stationed.

Teachers shall present themselves at 8:00 a.m. or as directed each morning, suitably attired and properly prepared to administer and discharge their duties and responsibilities for that day in a professional teacher-like manner.

B. Lunch Periods: Employees recognize that because of scheduling and space restrictions, it is not always possible for said employees to have daily uninterrupted lunch periods. Employees shall, accordingly, assist the Principal and the Superintendent to insure that students are properly supervised during scheduled lunch periods. During lunch periods no employee shall leave said employee's building or other assigned position without having first applied for and obtained the requisite permission from said employee's Superintendent or Principal.

Each elementary employee shall be provided with a daily duty free lunch period of not less than 30 minutes.

C. Meetings:

1. Faculty Meetings: Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending in-service meetings unless engaged in other contracted or assigned duties. A reasonable effort shall be made to insure that such meetings are not called on Friday or on the day immediately preceding a holiday or on a day upon which teacher attendance is not otherwise required at school.
2. Notice: Except in an unusual situation, notice of such meetings shall be given to the employees involved at least two (2) days prior to meetings.
3. Teachers may attend monthly ASSOCIATION meetings immediately after their last pupil has been dismissed.

D. Field Trips: Field trips sponsored by or approved by the Board shall constitute regular school activities. Employees may be required to participate in and attend such field trips as part of their regular school activities and without additional compensation.

E. A reasonable effort shall be made to hire substitute teachers for teachers when they are absent.

ARTICLE VIII - WORK YEAR

The regular school year shall consist of one hundred eighty-nine (189) days. First year teachers in the district will have one more in-service day at the beginning of the year without additional compensation.

Employees will not be required to report to work on days that student attendance is not required due to inclement weather and such days will not be included in the 189 day regular school year. On days of early dismissal due to inclement weather, teachers will be required to remain on duty until released by the Superintendent or Principal.

Throughout the work year employees will be required to attend without additional compensation without assigned duties other than to assist in supervision when necessary those activities which are a part of the Westwood Community School District. Any activities not sponsored by the Westwood Community School District or approved by the BOARD will not require employee attendance.

ARTICLE IX - GRIEVANCE PROCEDURE

It is the desire of the BOARD and ASSOCIATION to promote labor peace and mutual understanding between the parties. In the event a grievance arises, the following procedure shall be utilized to resolve such grievance.

A grievance is a claim by an employee, a group of employees, or the ASSOCIATION that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

LEVEL ONE:

An employee or the grievance committee with a grievance must first discuss the problem with their principal. A designated representative of the ASSOCIATION may be present as a witness and/or advisor. Every reasonable effort shall be made to resolve the grievance at LEVEL ONE.

LEVEL TWO:

If, as a result of the informal discussion with the Principal or immediate supervisor at LEVEL ONE, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the ASSOCIATION on the form set forth in Schedule A. Such grievance form shall be signed by the grievant and a representative of the ASSOCIATION. The grievance form shall be filed with the superintendent with a copy to the appropriate Principal.

A conference shall take place between the grievant and the appropriate principal within five (5) school days of the filing thereof. The appropriate principal shall indicate his disposition of the grievance in writing within five (5) school days of such conference and shall furnish a copy thereof to the ASSOCIATION.

If the aggrieved person or the ASSOCIATION is not satisfied with the disposition of the grievance, or if no disposition has been made within the LEVEL TWO ten (10) school day period, the grievant may invoke LEVEL THREE on the grievance form and furnish a copy to the superintendent and the ASSOCIATION. Invocation of LEVEL THREE must be within ten (10) school days from the LEVEL TWO disposition.

LEVEL THREE:

The Superintendent or his designee' shall meet with the aggrieved person and the ASSOCIATION within five (5) school days of the invocation of LEVEL THREE. Within five (5) school days of such meeting, the Superintendent or his designee' shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the ASSOCIATION.

LEVEL FOUR:

If the ASSOCIATION determines that it wishes to submit the grievance to arbitration, it must do so within ten (10) school days of the disposition of the grievance at LEVEL THREE by noting the invocation of LEVEL FOUR arbitration on the grievance form and furnishing a copy thereof to the Superintendent.

Within ten (10) school days after written notice to the BOARD of invocation of LEVEL FOUR arbitration, the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a

commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) school day thereafter to remove one (1) of the four (4) remaining names. Thereafter, the parties shall alternately strike the remaining names within one (1) school day until one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days of submission of such briefs. The arbitrator's decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the BOARD and to the ASSOCIATION and shall be final and binding on the parties.

The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring the same.

If the arbitration hearing is during regular school hours, the ASSOCIATION shall reimburse the BOARD for the salaries paid teachers substituting for grievant and ASSOCIATION members and witnesses. The BOARD shall bear the entire cost and salaries for principals and superintendents and their substitutes required in attendance at such hearing. The ASSOCIATION shall notify the BOARD as soon as it can of the position for which the BOARD needs to obtain substitute teachers.

In the event the BOARD utilizes the services of an employee to substitute for a principal at an arbitration, the BOARD shall pay to or allow to the ASSOCIATION a sum equivalent to the wages for such substitute principal or superintendent.

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be present at all levels after LEVEL ONE and shall have the right to grieve any adjustment of the employee's complaint.

No employee shall be discharged or suspended without proper cause and without notice of his right to a fair and impartial hearing. Such notice shall comply with the requirements of state law. The employee shall be accorded the procedural safeguards related to such a hearing. An employee who feels a dismissal has been unfair may appeal the decision directly to LEVEL FOUR of this grievance procedure.

Group grievances must be filed by the ASSOCIATION and shall be processed beginning at LEVEL THREE.

The grievance procedure through LEVEL THREE shall be conducted by the parties in private. Arbitration hearings shall be open or private at the discretion of the arbitrator.

SCHEDULE A

GRIEVANCE REPORT

#_____

WESTWOOD COMMUNITY SCHOOL DISTRICT

_____ Building

_____

(Name of Grievant)

Distribution of Form:

1. Association
2. Employee
3. Appropriate Principal
4. Superintendent

LEVEL II

A. Date Violation Occurred_____

B. Date Level II Invoked_____

C. Section(s) of Contract Violated _____

D. Statement of Grievance* _____

_____

E. Relief Sought*_____

_____

_____

_____ _____

(Signature) (Date)

F. Disposition of Principal_____

_____

_____ _____

(Signature of Principal) (Date)

*If additional space is needed, attach additional sheets

LEVEL III

A. _____
(Signature of Grievant)

B. Date Level III Invoked_____

B. Date Received by Superintendent _____

D. Disposition by Superintendent or Designee _____

_____

_____

_____

_____ _____
(Signature of Superintendent or Designee) (Date)

LEVEL IV

A. _____ _____
(Signature of Grievant) (Signature of Association President)

B. _____ _____
(Date Level IV Invoked) (Date Received by Arbitrator)

C. Disposition and Award of Arbitrator* _____

_____

_____

_____

_____ _____
(Signature of Arbitrator) (Date of Decision)

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article IX of the Agreement, dated April, 1986, shall be Strictly observed in the settlement of grievances.

ARTICLE X - SAFETY PRECAUTIONS

Upon receipt of a bomb threat, every reasonable precaution shall be taken to insure that employees and students are protected to the fullest extent possible. No employee shall be required to search for a bomb after a bomb threat has been received.

The BOARD shall provide a safe place to work and the EMPLOYEES shall assist the BOARD in keeping it safe. Employees shall immediately report any unsafe condition, situation or practice to the building Principal or Superintendent.

ARTICLE XI - TRANSFERS

A. Definitions

The assignment of an employee to a different grade level, curriculum department, or building (K-6 to 7-12 or 7-12 to K-6) shall be considered a transfer.

An employee with an assignment in more than one category shall be classified in the department in which he/she has the greatest number of periods of assignment. If the number of assigned periods between departments is equal, the employee shall be classified in the area of major certification.

In both voluntary and involuntary transfer situations, to avoid the staff reduction of a certified employee, the superintendent shall have the right to move or not move an employee to a different teaching assignment which he/she is certified to teach.

B. Voluntary Transfers

Positions at Westwood Community School will be filled in one of two ways: (1) Exclusively by Transfer or (2) Open to All Candidates. The Superintendent shall determine which method will be used.

Exclusively by Transfer:

If the Superintendent determines that a position will be filled by voluntary internal transfer, the position will be posted with the Association. Employees who desire a transfer to a different teaching assignment covered by this Agreement may file a written request to such assignment with the office of the Superintendent. If more than one employee requests a transfer to the same position, the following procedure, in the order listed below, shall be used to fill such requests for transfer:

1. Certification

a. Certification means that the employee has, will obtain, or is eligible for full certification on the first day of the school year for which the transfer request was made.

2. Senior Employee (greatest number of years of experience as a certified teacher in the school district)

3. Greatest number of favorable evaluation reports

4. Recency of experience in teaching and education in the particular field to be taught in the vacancy.

5. If there is no substantial difference between two or more candidates for a particular position after items 1 through 4 are reviewed, the building principal shall determine which of the candidates is best suited for the position based on observation of their work. This decision shall not be grievable.

6. Open to All Candidates

a. If the Superintendent determines that a position will be filled by opening the position to all possible candidates, including applicants who are not current employees, the position will be posted with the Association and appropriate venues for recruiting applicants from outside the district.

b. All candidates for the position will have equal opportunity for review and selection for interviews. The procedure outlined in the Exclusively by Transfer section of the Contract will not apply.

C. Involuntary Transfers

The ASSOCIATION and the BOARD agree that it is preferable to use voluntary transfer requests in filling positions. When involuntary transfers become necessary in the event of staff reduction or the inability to fill a staff vacancy, the following provisions shall apply. A teacher that received an involuntary transfer will regain his/her original position upon written request if reopened in a three-year period of time. This provision supercedes all requests for voluntary transfer.

1. Procedure: The Superintendent may:

a. The teacher with the least seniority if certified will be automatically transferred to the available position.

b. If certified, move a special education teacher, music teacher, P.E. teacher, Guidance Counselor or Chapter I teacher into the regular classroom and visa versa.

c. If certified, special education teachers, music teachers, P.E. teachers, and Guidance Counselors may be moved within the elementary, junior high or senior high.

d. Each time an opening occurs following an involuntary transfer, such position shall be posted and, if unfilled, then involuntary transfer procedures shall be implemented.

e. If items a through d are consider equal, then the Superintendent will consider the employee's teaching experience in the grade level to be taught, the specific skills and qualifications required to fill the vacancy, his/her job performance and his/her areas of academic preparation in making a decision. The decision under item e will not be grievable.

2. Meeting

An involuntary transfer shall be made only after a meeting between the employee involved, the ASSOCIATION representative (if requested by the employee), and the Superintendent at which time the employee shall be given written reason(s) thereof.

After the meeting, the employee shall be given a written notice of the involuntary transfer as soon as possible. In no event shall changes in the employee's assignments be made later than forty-five calendar days preceding commencement of the next school term unless an emergency situation exists at school registration time. The employee shall be allowed to resign without repercussions if such a change is not acceptable to him/her.

ARTICLE XII - REDUCTION OF STAFF

When one (1) or more employees are to be laid off, the following method shall be implemented in retaining staff members in the order listed:

1. Certification in area of academic instruction.
2. Seniority (greatest number of years of experience in the school district).
3. Competency and demonstrated effectiveness as reflected in teacher evaluation reports.
4. If items 1, 2, & 3 are considered equal, then Involuntary Transfer Procedure 1.e will apply.

The BOARD may not consider differences in salary levels in determining the employees to be retained. In other words, the BOARD may not retain a junior employee just because the salary of said junior employee is less than other employees.

Employees to be reduced shall be notified in accordance with Chapter 279.13 of the Code of Iowa. Whenever possible, employees who may be affected by staff reduction shall be notified by March 15 that they may be affected. An employee who has been terminated by reason of a reduction of staff may advise the Superintendent in writing of a desire of such employee to be re-employed in the event a vacancy occurs for which such employee is qualified. For a period of two (2) years following the termination of such an employee, the BOARD will rehire such an employee over other applicants, when filling any vacancy for which said terminated employee is qualified.

If re-employment of such terminated employee is possible within such two (2) year period, the BOARD shall give written notice by certified mail return receipt requested to said terminated employee and said terminated employee shall have fifteen (15) days from the receipt thereof of such notice to accept such re-employment and notify the Superintendent in writing of said terminated employee's decision to accept such re-employment. If such notice is returned undelivered or if such notice of acceptance is not received by the Superintendent within the fifteen (15) day period, such re-employment will be deemed to have been rejected.

Any terminated employee re-employed in accordance with this procedure shall retain any benefits accrued to such employee up to the time of termination.

Definition:

"Seniority" as used in this Agreement shall mean an employee's continuous length of service with the Westwood Community School District from his/her latest date of employment. Periods of approved unpaid leaves of absence shall not be included in computing an employee's length of service; however, seniority will not be broken by such leaves. Seniority determination date is the date of the first day of the fall workshop.

The seniority of an employee shall terminate if the employee resigns, is terminated, is laid off and not recalled within the time period as provided in Article XII: REDUCTION OF STAFF, or fails to respond to recall notice as provided in Article XII.

No later than September 30 of each school year, the superintendent will provide the ASSOCIATION with a list showing the seniority of each employee employed by the BOARD.

If an individual employee disagrees with the accuracy of the seniority list and fails to contact the administration within a thirty (30) day period following its publication, the list will remain intact for that contract year.

ARTICLE XIII - EMPLOYEE EVALUATION PROCEDURE

During a school professional development day, the Principal of each building or the Superintendent shall acquaint each employee with the evaluation procedures to be utilized and shall apprise each teacher of the evaluation criteria which has been or which shall in the future be determined by the DISTRICT. A Performance Review of an individual employee shall not be undertaken until fourteen (14) calendar days after said employee has been advised in accordance with this provision.

Tier I Beginning Teachers (Teachers with an initial provisional license) will be evaluated by the procedures and criteria dictated by the Code of Iowa and the Iowa Department of Education. Regarding Tier II Career Teachers (Teacher with a valid practitioner's license), the DISTRICT shall review a teacher's performance at least once every three years for purposes of assisting teachers in making continuous improvement, documenting continued competence in the Iowa teaching standards or identifying teachers in need of improvement. The Performance Review shall include, at minimum, classroom observation of the teacher, the teacher's progress toward the evaluation criteria, and implementation of the teacher's individual career development plan. The Performance Review shall include evidence from evaluators, teachers, parents, and/or students; and may include portfolios of teaching practices demonstrating proficiency in the Iowa Teaching Standards and Model Criteria.

At least annually, the teacher and principal will meet informally to develop and assess the teacher's career development plan and progress on the Iowa Teaching Standards and Model Criteria. An individual career development plan may be individual or connected with a collaborating group; but, in either case, they should be linked to the district school improvement goals and the district professional development plan. A written summary of the plan and the progress made will be included in the teacher's folder by the evaluator. The DISTRICT will provide some professional development time and resources to help complete those plans.

The classroom teaching performance of Tier II teachers will be formally evaluated a minimum of once every three years. Formal evaluations will take place before the last three weeks of school, if at all possible. Formal evaluation shall be preceded in the case of announced classroom visitation by submission of lesson plans for the preceding month, week of evaluation and day of evaluation, as the employee deems relevant. In addition, the evaluated employee shall submit such status report and comments as the employee deems relevant.

Announced classroom visitations shall be of not less than thirty (30) minutes duration. Unannounced visitations for formal evaluation shall be of not less than fifteen (15) minutes duration. The evaluator may request lesson plans and comments in connection with any formal evaluation. The formal evaluation shall include announced classroom visits, unannounced classroom visits, and any other relevant observations. The formal evaluation shall be the primary method of evaluation. In addition to the formal evaluations provided by this paragraph, the DISTRICT will also utilize such informal procedures and evaluation methods as may be advisable. As soon as practical following informal evaluation, but in any event not less than once each year, the results of such informal evaluation shall be reduced to writing and the evaluated employee furnished with a copy thereof. Formal

evaluation shall be reduced to writing not more than five (5) school days following such formal evaluation and the employee immediately furnished with a copy thereof. An evaluated employee who so desires may request a meeting with the person or persons who have performed such evaluation within five (5) school days of receiving the results of the evaluation. Upon request, such meeting shall be arranged as soon as possible, and the teacher may have a representative present if so desired. At the time of such meeting or within five (5) school days thereafter, the evaluated employee shall have the right to submit an explanation or other written statement regarding such evaluation and such statement shall be attached to the written evaluation and placed in the file of such employee. The employee's signature on any evaluation shall mean only that the employee is aware of its contents and in no way shall be construed to mean that the employee agrees with the contents of the evaluation. The evaluation shall be sustained unless the employee establishes the evaluation procedures were not followed, that the evaluation is not based on the established criteria, or that the evaluation is inaccurate. Evaluations for each employee shall be maintained by the DISTRICT and shall be available to each employee for inspection.

The Performance Review will include a summary of the teacher's progress on the eight standards and forty-two criteria as defined in the Code of Iowa and Department of Education and his or her Individual Career Development Plan. The primary purpose of employee evaluation is to assist employees to improve the quality of teaching by strengthening performance areas outlined in the Standards and Criteria in the Iowa Code Chapter 284 and Iowa Administrative Code Chapter 83. Accordingly, the evaluator shall make specific written comments and suggestions for improvement in the furtherance of such purpose as part of the evaluation.

For a Tier II teacher evaluation, if a supervisor or evaluator determines, at any time, as a result of a teacher's performance that the teacher is not meeting DISTRICT'S expectations under the Iowa Teaching Standards specified in section 284.3, subsection 1, paragraphs "a" through "g", the Model Criteria for the Iowa Teaching Standards developed by the Department in accordance with section 256.9, subsection 50, and any other standards or criteria established in the collective bargaining agreement, the evaluator shall, at the direction of the teacher's supervisor, recommend to the DISTRICT that the teacher participate in an Intensive Assistance Program. The Intensive Assistance Program and its implementation are not subject to negotiation or grievance procedures established pursuant to chapter 20.

ARTICLE XIV - OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the BOARD shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, insurance, or any other plans or program jointly approved by the ASSOCIATION and the BOARD.

Such authorization may not be altered during the semester.

ARTICLE XV - SICK LEAVE

Employees who must be absent by reason of personal illness or personal injury may arrange for leave from work with full pay in accordance with the provisions of this Article. Employees are responsible to advise their Principal or the Superintendent just as soon as possible after they realize they must be absent from work. An employee who fails to make a reasonable effort to so advise the Principal or Superintendent will be denied pay for the period for which such employee is absent.

Employees with the Westwood Community School District under the terms of this Agreement shall be entitled to ten (10) days of sick leave at the beginning of their employment.

Employees who have accumulated one (1) year of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to eleven (11) days of sick leave.

Employees who have accumulated two (2) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to twelve (12) days of sick leave.

Employees who have accumulated three (3) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to thirteen (13) days of sick leave.

Employees who have accumulated four (4) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to fourteen (14) days of sick leave.

Employees who have accumulated five (5) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to fifteen (15) days of sick leave.

Employees with previous experience in other districts may transfer up to ten (10) days of unused sick leave from the previous district. These transferred days will be added to the sick leave provided in this section. Accumulated sick leave will not be adjusted for employees who were hired before the 2000-01 school year.

For the purpose of computing years of service, only consecutive years of employment under and in accordance with the terms of this Collective Bargaining Agreement and subsequent agreements, if any, shall be utilized. Employees who are not ill or injured and do not qualify to utilize sick leave here provided or only a portion of such days may accumulate the unused portion of sick leave time here granted up to a total accumulation of one-hundred fifteen (115) days. Employees may use their own sick leave to care for their children or spouse who have a life-threatening condition. The superintendent shall determine if the condition is life threatening. His decisions shall be non-grievable.

The School Board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence. If the Superintendent has reason to believe that an employee has abused the sick leave provision of this contract, the Superintendent may ask the employee to bring in a doctor's excuse. If the Superintendent can determine that the employee has abused the sick leave provision of this contract, the employee must take the day as a personal day and, if the employee does not have any paid personal days accumulated, the employee's salary will be deducted at the per diem rate for the days missed.

Employees shall be notified in writing of their accumulated sick leave on or before September 30 of each year.

Upon retiring from the Westwood Community School District, any employee who has <u>ten</u> years of continuous service and has reached the age of <u>55</u> shall receive compensation for any unused accumulated sick leave at the rate of $15.00 per day. Total accumulation shall not exceed $3,000.

If possible regular or annual appointments should be made after school hours, on school vacation days, or in the summer months so as to minimize the loss of the teacher from the classroom. There is no additional restriction to sick leave use by this statement of understanding.

ARTICLE XVI - WAGES AND SALARIES

The salary of each employee covered by this Agreement is set forth in Appendix "A" and "A1" which is attached hereto and made a part hereof. Each employee shall be placed on the proper step of the Salary Schedule as of the effective date of this Agreement. Such procedure shall apply only to this Article and no employee will be reduced in step, lane, or salary for the purpose of this Article by reason of this provision. Pay, if any, for supplemental duties shall be only in accordance with Appendix "B" and entitled "2006-07 SUPPLEMENTAL DUTY PAY SCHEDULE". Pay for so called extra duties shall be in accordance with Appendix "C". No sums shall be paid to any employee except in accordance with Appendix "A", "A1", "B", "C", and "D" except such hourly employee as may be hired from time to time.

Experience credit earned in other school systems or Westwood Community School system within the prior ten (10) years shall be recognized on the Salary Schedule at full value up to ten (10) year. This paragraph shall not operate retroactively to alter the salary schedule placement of any presently employed teacher.

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the Westwood Community School District for one (1) semester or more in one (1) year.

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, such employee must advise the BOARD in writing of their intentions prior to June 1st of each contract year, if possible, and thereafter shall file suitable evidence of additional education credit with the Superintendent no later than September 15 of the contract year.

Employees contracted for the regular school year shall be paid in twelve (12) equal monthly installments on or before the 20th of each month.

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the prior working day.

Summer checks, other than for summer school teachers, shall be mailed by the 20th of each month to the address designated by the employee.

The salary schedule is based upon the regular school year as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows.

The extended work year shall be a per diem rate. Per Diem rate will be calculated according to the following formula: (salary) ÷ (number of contract work days) x (extra days worked) = additional payment.

Summer band and driver's education are optional.

The attached salary schedule ("A1") includes funds made available to the district by H.F. 499, the Educational Excellence Fund. In the event such legislation is repealed, or the funding for the minimum salary supplement, and/or retention payments, and/or supplemental pay or performance based payments are reduced, those provisions of the attached schedule funded by such legislation shall be reduced by the amount of such reduction.

Children of staff covered by the Master Contract will be given first priority for any available openings in the annual spring enrollment period for our regular preschool program.

Appendix "A" Westwood School District - Approved Salary Schedule

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	Step
0	25,085	25,875	26,665	27,455	28,345	29,235	30,125	0
1	25,875	26,665	27,455	28,245	29,235	30,125	31,015	1
2	26,665	27,455	28,245	29,035	30,125	31,015	31,905	2
3	27,455	28,245	29,035	29,825	31,015	31,905	32,795	3
4	28,245	29,035	29,825	30,615	31,905	32,795	33,685	4
5	29,035	29,825	30,615	31,405	32,795	33,685	34,575	5
6	29,825	30,615	31,405	32,195	33,685	34,575	35,465	6
7	30,615	31,405	32,195	32,985	34,575	35,465	36,355	7
8	31,405	32,195	32,985	33,775	35,465	36,355	37,245	8
9	32,195	32,985	33,775	34,565	36,355	37,245	38,135	9
10	32,985	33,775	34,565	35,355	37,245	38,135	39,025	10
11	32,985	33,775	35,355	36,145	38,135	39,025	39,915	11
12	32,985	33,775	35,355	36,935	39,025	39,915	40,805	12
13	32,985	33,775	35,355	36,935	39,915	40,805	41,695	13
14	32,985	33,775	35,355	36,935	40,805	41,695	42,585	14
15	33,775	34,565	35,355	36,935	41,695	42,585	43,475	15
16	33,775	34,565	36,145	36,935	41,695	42,585	43,475	16
17	33,775	34,565	36,145	37,725	41,695	42,585	43,475	17
18	33,775	34,565	36,145	37,725	41,695	42,585	43,475	18
19	33,775	34,565	36,145	37,725	41,695	42,585	43,475	19
20	34,565	35,355	36,145	37,725	42,585	43,475	44,365	20
21	34,565	35,355	36,935	37,725	42,585	43,475	44,365	21
22	34,565	35,355	36,935	38,515	42,585	43,475	44,365	22
23	34,565	35,355	36,935	38,515	42,585	43,475	44,365	23
24	34,565	35,355	36,935	38,515	42,585	43,475	44,365	24
25	35,355	36,145	36,935	38,515	43,475	44,365	45,255	25
26	35,355	36,145	37,725	38,515	43,475	44,365	45,255	26
27	35,355	36,145	37,725	39,305	43,475	44,365	45,255	27
28	35,355	36,145	37,725	39,305	43,475	44,365	45,255	28
29	35,355	36,145	37,725	39,305	43,475	44,365	45,255	29
30	36,145	36,935	37,725	39,305	44,365	45,255	46,145	30
31	36,145	36,935	38,515	39,305	44,365	45,255	46,145	31
32	36,145	36,935	38,515	40,095	44,365	45,255	46,145	32
33	36,145	36,935	38,515	40,095	44,365	45,255	46,145	33
34	36,145	36,935	38,515	40,095	44,365	45,255	46,145	34
35	36,935	37,725	38,515	40,095	45,255	46,145	47,035	35
36	36,935	37,725	39,305	40,095	45,255	46,145	47,035	36
37	36,935	37,725	39,305	40,885	45,255	46,145	47,035	37
38	36,935	37,725	39,305	40,885	45,255	46,145	47,035	38
39	36,935	37,725	39,305	40,885	45,255	46,145	47,035	39
40	37,725	38,515	39,305	40,885	46,145	47,035	47,925	40

Appendix "A1" Westwood School District - Approved Salary Schedule
(With Phase I & II)

Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	Step
0	26,535	27,325	28,115	28,905	29,795	30,685	31,575	0
1	27,325	28,115	28,905	29,695	30,685	31,575	32,465	1
2	28,115	28,905	29,695	30,485	31,575	32,465	33,355	2
3	28,905	29,695	30,485	31,275	32,465	33,355	34,245	3
4	29,695	30,485	31,275	32,065	33,355	34,245	35,135	4
5	30,485	31,275	32,065	32,855	34,245	35,135	36,025	5
6	31,275	32,065	32,855	33,645	35,135	36,025	36,915	6
7	32,065	32,855	33,645	34,435	36,025	36,915	37,805	7
8	32,855	33,645	34,435	35,225	36,915	37,805	38,695	8
9	33,645	34,435	35,225	36,015	37,805	38,695	39,585	9
10	34,435	35,225	36,015	36,805	38,695	39,585	40,475	10
11	34,435	35,225	36,805	37,595	39,585	40,475	41,365	11
12	34,435	35,225	36,805	38,385	40,475	41,365	42,255	12
13	34,435	35,225	36,805	38,385	41,365	42,255	43,145	13
14	34,435	35,225	36,805	38,385	42,255	43,145	44,035	14
15	35,225	36,015	36,805	38,385	43,145	44,035	44,925	15
16	35,225	36,015	37,595	38,385	43,145	44,035	44,925	16
17	35,225	36,015	37,595	39,175	43,145	44,035	44,925	17
18	35,225	36,015	37,595	39,175	43,145	44,035	44,925	18
19	35,225	36,015	37,595	39,175	43,145	44,035	44,925	19
20	36,015	36,805	37,595	39,175	44,035	44,925	45,815	20
21	36,015	36,805	38,385	39,175	44,035	44,925	45,815	21
22	36,015	36,805	38,385	39,965	44,035	44,925	45,815	22
23	36,015	36,805	38,385	39,965	44,035	44,925	45,815	23
24	36,015	36,805	38,385	39,965	44,035	44,925	45,815	24
25	36,805	37,595	38,385	39,965	44,925	45,815	46,705	25
26	36,805	37,595	39,175	39,965	44,925	45,815	46,705	26
27	36,805	37,595	39,175	40,755	44,925	45,815	46,705	27
28	36,805	37,595	39,175	40,755	44,925	45,815	46,705	28
29	36,805	37,595	39,175	40,755	44,925	45,815	46,705	29
30	37,595	38,385	39,175	40,755	45,815	46,705	47,595	30
31	37,595	38,385	39,965	40,755	45,815	46,705	47,595	31
32	37,595	38,385	39,965	41,545	45,815	46,705	47,595	32
33	37,595	38,385	39,965	41,545	45,815	46,705	47,595	33
34	37,595	38,385	39,965	41,545	45,815	46,705	47,595	34
35	38,385	39,175	39,965	41,545	46,705	47,595	48,485	35
36	38,385	39,175	40,755	41,545	46,705	47,595	48,485	36
37	38,385	39,175	40,755	42,335	46,705	47,595	48,485	37
38	38,385	39,175	40,755	42,335	46,705	47,595	48,485	38
39	38,385	39,175	40,755	42,335	46,705	47,595	48,485	39
40	39,175	39,965	40,755	42,335	47,595	48,485	49,375	40

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Supplemental Pay Schedule

Supplemental Pay Schedule	1-2 yrs.		3+ yrs.	
Position	**Amount Per Position**	**Percentage of Base**	**Amount Per Position**	**Percentage of Base**
Head Coach (FB,BB,WR,VB,BB,SB)	$2,919	11.0%	$3,211	12.1%
Jr/Sr Instrumental Music	$2,919	11.0%	$3,211	12.1%
Jr/Sr Vocal Music	$2,919	11.0%	$3,211	12.1%
Weight Training Coordinator	$2,123	8.0%	$2,335	8.8%
Head Coach (GT, BT, G &BG, CC, Soccer)	$2,123	8.0%	$2,335	8.8%
Drill Team	$2,123	8.0%	$2,335	8.8%
Musical or HS Plays (2)	$2,123	8.0%	$2,335	8.8%
Assistant Coach (FB,BB,WR,VB,BB,SB)	$1,857	7.0%	$2,043	7.7%
Head Golf (B & G)	$1,592	6.0%	$1,751	6.6%
Jr. High Head Coach (FB, VB, BB, TR, WR)	$1,592	6.0%	$1,751	6.6%
Publication of Annual	$1,592	6.0%	$1,751	6.6%
Junior Class Sponsor	$1,592	6.0%	$1,751	6.6%
Assistant Track Coach (BT, GT, Soccer)	$1,327	5.0%	$1,459	5.5%
Swing Choir Choreographer	$1,327	5.0%	$1,459	5.5%
Drug Abuse Coordinator	$1,168	4.4%	$1,284	4.8%
Jr. High Assistant Coach (FB, VB, BB, TR, WR)	$1,061	4.0%	$1,168	4.4%
Student Council Advisor (Senior High)	$1,061	4.0%	$1,168	4.4%
Quiz Bowl Advisor	$1,061	4.0%	$1,168	4.4%
Cheerleading & Pep Club (FB, BB, WR)	$796	3.0%	$876	3.3%
Individual Speech Contest	$796	3.0%	$876	3.3%
Group Speech Contest	$796	3.0%	$876	3.3%
Madrigal	$796	3.0%	$876	3.3%
Paper (If not included in regular classroom assignment)	$796	3.0%	$876	3.3%
Future Problem Solving Coordinator	$796	3.0%	$876	3.3%
Quiz Bowl Assistant Advisor	$796	3.0%	$876	3.3%
Academic Advisor (Math Counts, Math Bees & Young S.)	$796	3.0%	$876	3.3%
Chaperone (Girls)	$663	2.5%	$730	2.8%
Bookkeeper	$663	2.5%	$730	2.8%
Photographer	$531	2.0%	$584	2.2%
Assistant Junior Class Sponsor	$531	2.0%	$584	2.2%
National Honor Society	$531	2.0%	$584	2.2%
Senior Class Sponsor	$265	1.0%	$292	1.1%
Jr. High Cheerleading Sponsor (FB, BB, WR)	$265	1.0%	$292	1.1%
Jr. High Chaperone	$265	1.0%	$292	1.1%
Student Council Advisor (Junior High)	$265	1.0%	$292	1.1%
Drill Team Choreographer	$398	1.5%	$438	1.7%

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Appendix C

EXTRA DUTY PAY SCHEDULE

Chaperons for buses will be paid $10.00 an hour up to $80.00 per day for chaperoning outside the contract day.

Ticket sellers, supervisors, timers, announcers, scorers, ticket takers, camera people, scorer - away games for each time. . . . $20.00

For one-day tournament events $40.00 ½ day or $80.00 whole day.

For summer baseball/softball $30.00

Bookkeeper $650.00

NURSE

The nurse will receive the same percentage as the master contract settlement. For each of three increments of nine (9) credit hours the nurse will receive $605 extra.

ARTICLE XVII - INSURANCE

The selection of the carrier and plan for the employees' insurance program shall be by mutual agreement of the BOARD and the ASSOCIATION. The group benefit program includes: comprehensive medical, long-term disability, employee and dependent term life insurance, and dental insurance.

The Board will provide $486.75 per month to each employee to use toward purchase of a comprehensive medical insurance plan. An insurance committee made of three ASSOCIATION members, two BOARD members, and the Superintendent shall review medical insurance proposals and recommend a program with at least two levels of deductibles to be approved by the BOARD and the ASSOCIATION.

Employees who are covered by a spouse's major medical group insurance plan may choose not to participate in the medical insurance program.

An employee who elects to take insurance that costs less than the monthly benefit, or who elects not to participate because of coverage from a spouse's group insurance plan, may take the benefit or remainder as salary. Employees who elect to take all or part of the benefit in salary will receive 92.35% of the amount available.

ARTICLE XVIII - GENERAL CONTRACTUAL PROVISIONS

The Collective Bargaining Agreement for the school year 2006-07 is the sole Collective Bargaining Agreement between the BOARD and the ASSOCIATION.

It is the intention of the parties hereto that this Collective Bargaining Agreement shall control the rights, duties, responsibilities and relationships of the parties during the contractual period rather than some prior policy or procedure which may have been utilized prior to the effective date of this Collective Bargaining Agreement.

The BOARD and the ASSOCIATION both recognize even though it is their common purpose and intent for this Agreement to control the relationship between the parties, it will be necessary for each individual employee of the BOARD to execute an individual contract between such an employee and the BOARD. Such individual contract will not be contrary to this Agreement.

Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall then be deemed invalid to the extent it is ruled contrary. All remaining provisions of this Agreement shall remain in full force and affect.

Printing Agreement: Two (2) original Agreements will be prepared by the BOARD or its personnel at the expense of the BOARD. The two (2) copies so printed, shall be mutually executed and shall constitute the original Agreement. The BOARD and the ASSOCIATION shall each retain in its permanent records one of such copies so mutually executed. In addition, the BOARD will provide at no expense to the ASSOCIATION a copy of such Agreement for each teacher.

Notices: Whenever any party to this Agreement is required by the terms hereof to give notice to the other, then and in that event, the party giving such notice shall attempt to hand deliver a copy of such notice to the President and Secretary of the ASSOCIATION if the ASSOCIATION is the one receiving the notices or to the office of the Superintendent in Sloan, Iowa, if the BOARD is the one receiving such notice. In addition to making every reasonable effort to hand deliver such notices, the party giving the notice shall also either mail or by telegram address to the following designated addresses or at such other addresses as may be designated by a party in writing give notification to the party.

1. If by the ASSOCIATION, to the BOARD at the office of the Superintendent, Sloan, Iowa.
2. If by the BOARD to the ASSOCIATION at the President's home.

Duration period: The ASSOCIATION and the BOARD have negotiated a two-year contract. This Agreement shall be effective as of August 14, 2006, and shall continue in effect until August 14, 2008, provided, however, that either the BOARD or the ASSOCIATION may upon thirty (30) days written notice to the other prior to November 1, 2006, reopen the provisions of this agreement.

Upon reopening such negotiations, in the event the parties hereto fail to reach agreement, IMPASSE PROCEDURES at Article II may be invoked.

Signature Clause: In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries. In addition, the Chief Negotiators for both parties have also signed. Each party warrants to the other that the officers executing this Agreement have received all requisite authority for such execution.

Dated this 10th day of May 2006.

WESTWOOD EDUCATION ASSOCIATION	WESTWOOD COMMUNITY SCHOOL
By: _____ President	By: _____ Board President
_____ Chief Negotiator	_____ Board Secretary
	_____ Chief Negotiator