Bondurant-Farrar CSD Bondurant-Farrar EA 8/1/2006 7/31/2007

BONDURANT - FARRAR CSD/EA 06-07

Bondurant-Farrar Community School District
300 Garfield St. S.W.
Bondurant, Iowa 50035

TEACHERS' COMPREHENSIVE CONTRACT AGREEMENT

BONDURANT-FARRAR COMMUNITY SCHOOL
"The Right Place"

August 2006 - 2007

COMPREHENSIVE CONTRACT AGREEMENT

Between the Employer
BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT

and

The Employees Represented by
THE BONDURANT-FARRAR EDUCATION ASSOCIATION

Representing the Board of Education:

Craig S. Cochran,
Advisor

BOARD MEMBERS:

Mike Adams, President
Warren Nielsen
Kim Bailey
Allison Bishop
Bill Elson

Representing the Bondurant-Farrar Education Association:

Tambi Heiter
Chief Negotiator

B.F.E.A.:

Tambi Heiter
John Hawkins
Terry O'Hern
Jeneé Ihde

August 15, 2006 Until Midnight, August 14, 2007

PREAMBLE

"The Board of Directors of the Bondurant-Farrar Community School District, hereinafter referred to as the Employer, and the Bondurant-Farrar Education Association, recognize that the aim of the public schools is to provide a quality educational program for children and youth of the school district.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:"

ARTICLE I - RECOGNITION

"The Board of Directors of the Bondurant-Farrar Community School District, hereinafter referred to as the Employer, recognizes the Bondurant-Farrar Education Association, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for: all employees set forth in PERB certification instrument (Case No. 304) and amended by PERB on March 21, 1990.

ARTICLE II - Grievance Procedures

A. Definitions

A grievance is a claim that here has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. A grievant is the employee making the complaint. The purpose of the grievance procedures is to secure, at the lowest possible level, solutions of complaints related to the Agreement. Both parties agree that these procedures shall be kept informal and confidential. Forms for filing a grievance will be available at the superintendent's and/or principal's offices.

B. Process

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

2. The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or staff. Compensated time will not be applicable to the grievance procedure.

4. The terms of these grievance procedures shall in no way negate the rights of any individual from meeting privately to process a grievance, at either the informal or formal states of the grievance procedures. This shall include, however, at the option of the aggrieved person, the right of accompaniment of representatives of their choosing. The Association may be present at all formal steps of the grievance procedure unless otherwise specified by the grievant. The supervisor, also, has the right of a representative of his/her choice at all formal steps of the grievance procedure.

5. If several employees have the identical complaint, those employees can file all names on one form as a "group grievance." The group grievance must be presented by one of the employees listed on the form.

C. Procedure

1. Step One:

   An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant, and his or her principal or designee. An aggrieved person must initiate Level One on any alleged grievance within thirty (30) calendar days from the time of the occurrence of the alleged violation. Failure to meet these time limits shall act as a bar to any written appeal at any step under these procedures.

2. Step Two:

   If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with the principal or designee on a form provided by the Employer. The grievance will be filed with the appropriate supervisor, and a copy of the grievance sent to the Association. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, shall state the date of the alleged violation, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of informal meeting in Step One. The principal or designee shall make a decision on the grievance and communicate it in writing to the teacher, Association, and the superintendent within ten (10) working days after receipt of the grievance.

3. Step Three:

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within ten (10) working days of the principal's or designee's written decision at the second step, a copy of the grievance with the superintendent (or designee), completing that section of the form pertaining to this step in the procedure. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent (or designee) shall meet to resolve the grievance. The superintendent (or designee) shall file an answer within ten (10) working days of the third step grievance meeting, and communicate it in writing to the teacher, the principal or designee, and the Association stating the outcomes of the meeting

4. Step Four:

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher, to the superintendent within twenty (20) working days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time with the Association making the first strike from the panel, until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties. Both the Employer and the Association reserve the right to reject the entire list one time. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step Three meeting. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Employer and the Association, and that decision must be based solely and only upon the interpretation of the meaning of application of the express relevant language of the Agreement.

D. Other Areas

1. No reprisals of any kind will be taken by the Employer against any bargaining unit member because of his/her participation in the grievance procedure.

2. All documents, communications, and records dealings with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not become a part of the employees' permanent evaluation records.

3. Forms for filing grievances will be prepared jointly by the superintendent and the Association so as to facilitate operation of the grievance procedure.

4. If the grievant files in any form or forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

5. If a grievance is filed at the end of the second semester, working days in the above agreement will become "calendar" days, and the process will be completed during the summer months.

ARTICLE III - Wages and Salaries

A. Salary Schedule A

The salary of each employee covered by the regular salary schedule is set forth in Article III, Schedule A and Schedule C.

B. Advancement on the Salary Schedule - Educational Lanes

1. All semester hours credit the employee is requesting be applied toward advancement on the educational lanes of the salary schedule must be on the graduate level of the teaching assignment of the employee and/or course required by that employee as part of his/her approved advanced degree program. In order for hours to be considered for advancement on the salary schedule, the employee must receive the approval of the superintendent or designee prior to enrollment in the course. The Employer shall have the sole responsibility of determining the validity of the hours to be recognized by educational lane advancement, and on its approval of the employee request, will place the employee on the advanced educational lane.

2. The employee must file, on forms provided by the Employer, an intent to change educational lanes no later than the first day of the second semester of the preceding contract year in order to qualify for that change. The employee, who has timely filed for educational lane change, must submit course verification to request educational lanes no later than August 30 of that contract year. All course work on lane changes must be substantiated by grade transcripts from an approved college, university, or Area Education Agency by October 1.

3. All hours earned toward educational lane advancement must be earned within a ten-(10) year period. All such hours must be earned while employed in the Bondurant-Farrar Community School District, unless otherwise agreed upon with the new employee at the time of employment.

4. Hours earned on lane changes past degree lane must be earned after receipt of the degree. Credit hours earned can be "split" between lanes.

C. Experience Advancement on Salary Schedule

1. Employees, upon completion of satisfactory job performance for the year, shall advance one step within their lanes on the salary schedule for the next contract year up to the maximum steps. However, the Employer maintains the right to hold an employee who has performed less than satisfactorily (below average), in the Employer's evaluation, on his/her current step on the salary schedule. Those at the maximum step who perform less than satisfactorily (below average), may be held at the current salary.

2. An employee must teach a minimum of fifty-five (55) days of each semester to be eligible for advancement or salary increase.

3. An employee will only be allowed to make a maximum of one (1) vertical and one (1) horizontal step or lane change on Schedule A per contract year.

4. All hours earned on lanes past the BA must be N.C.A. accredited graduate hours or staff development approved by the superintendent/designee and in the assigned teaching field of the Bondurant-Farrar Community School.

5. A maximum of six staff development credits will be allowed per educational lane change. The six credits must be earned subsequent to each lane change to count towards another lane change.

6. Employees are required to meet the certification requirements of the Board of Educational Examiners.

D. Method of Payment

1. Pay periods:

   a. Each employee shall be paid in twelve (12) installments on the 15th of each month. HF499 Phase II payments will be made according to the contract agreement. Employees shall receive their checks at their regular building on regular school days.

   b. This option allows employees to receive two monthly payments-one no later than the 15th of the month and one on the last working day of the month. The first payment will be made on September 15, 2006, and the last payment will be made on the last working day of the month (24 payments).

   c. An employee can select direct deposit.

2. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their checks on the last previous school day unless that day falls more than five days in advance of the scheduled payday.

3. Summer checks: summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Extended "Non-teaching" Contract

For general extended contracts, pay will be a per diem rate for 2006-2007. Summer driver education is not treated as an extended contract. A workday will consist of eight (8) hours, excluding lunch periods. The Employer determines time for employment.

F. Other Classroom Teaching

Other classroom teaching assignments, such as driver education (excluding federal programs) will be reimbursed at the rate of $24.65 per hour for 2006-2007. All federal program teachers (including other teachers employed as part of an overall summer federal program) will be reimbursed at a "minimum" rate of $18.10 per hour for 2006-2007.

G. HF499 of the 1987 Iowa legislature established a Phase II Program. Phase II funds will be distributed according to the formula negotiated as Article III - Schedule C.

BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
ARTICLE III - SCHEDULE A
2006-2007

Schedule A						
	BA	BA+15	BA+30	MA	MA+15	MA+30
0	29,000	29,963	30,926	31,889	32,852	33,815
1	29,963	30,926	31,889	32,852	33,815	34,778
2	30,926	31,889	32,852	33,815	34,778	35,741
3	31,889	32,852	33,815	34,778	35,741	36,704
4	32,852	33,815	34,778	35,741	36,704	37,667
5	33,815	34,778	35,741	36,704	37,667	38,630
6	34,778	35,741	36,704	37,667	38,630	39,593
7	35,741	36,704	37,667	38,630	39,593	40,556
8	36,704	37,667	38,630	39,593	40,556	41,519
9	37,667	38,630	39,593	40,556	41,519	42,482
10	38,630	39,593	40,556	41,519	42,482	43,445
11	39,593	40,556	41,519	42,482	43,445	44,408
12	40,556	41,519	42,482	43,445	44,408	45,371
13		42,482	43,445	44,408	45,371	46,334
14		43,445	44,408	45,371	46,334	47,297
15		44,408	45,371	46,334	47,297	48,260
16		45,371	46,334	47,297	48,260	49,223
17		46,334	47,297	48,260	49,223	50,186
18		47,297	48,260	49,223	50,186	51,149
19		48,260	49,223	50,186	51,149	52,112
20		49,223	50,186	51,149	52,112	53,075
21			51,149	52,112	53,075	54,038
22				53,075	54,038	55,001
23					55,001	55,964

ARTICLE III - Schedule C

A. A modification has been made in the disbursement of Phase II funds for the 2006-2007 school year.

1. Schedule C will be divided into four cells.

   a. Cell 1: These people will be weighted as 1.0.
   b. Cell 2: These people will be weighted as 2.0.
   c. Cell 3: These people will be weighted as 3.0.
   d. Cell 4: These people will be weighted as 3.2.

2. The weighted counts from each cell will be added and divided into the Phase II money when the amount of Phase II money is confirmed by the State of Iowa, and the actual amount available to the teaching staff is determined by the Iowa Department of Management worksheet. This calculation determines a "base" amount of Phase II money.

   a. Teachers in Cell 1 (0 to 1) will receive this base amount.
   b. Teachers in Cell 2 (2 to 3) will receive twice this base amount.
   c. Teachers in Cell 3 (4 to 12)will receive three times the base amount.
   d. Teachers in Cell 4 (13+)will receive 3.2 times the base amount.

B. Qualifications for Advancement

1. To qualify for Cell #1, a teacher must have completed two years of experience.

2. To qualify for Cell #2, a teacher must have completed four years (or equivalent).

3. In order to qualify for Cell #3, a teacher must have been <u>in</u> Cell #2 for one complete year.

4. In order to qualify for Cell #4, a teacher must have a minimum of BA+15 on step 12, BA+30 on step 12, MA on step 12, MA+15 on step 12, MA+30 on step 12.

Note: Teachers employed during the school year after September 8 will not share in Phase II funds that year.

A teacher who is <u>less</u> than full-time, but 1/2 time or more, will be pro-rated to establish experience level.

C. Starting with the October 15 payroll, the individual's Phase II earnings will be paid with the regular payroll earnings over a 11-month period (October to August). Should the State of Iowa implement a cut in Phase II dollars, that impact will be reflected in a pro-rata reduction in the calculation and payment made in Schedule C.

ARTICLE IV - Supplemental Pay

A. Extracurricular Activities

The Employer and the Association agree that the extracurricular activities listed in Schedule B are official school-sponsored activities, and shall be compensated according to the rate of pay found in that schedule.

B. Expense of Employee Travel

1. When Employer requests employee to use his/her personal car, employee will be paid at the current rate according to the Iowa Code.

C. Payments will be made on the basis of experience in that position and paid on the basis of the "0" BA level to a maximum of step 11. However, employees shall not move more than one experience step in a year.

D. Persons being held on step for below average performance will remain on the same salary for following year, unless otherwise agreed upon.

E. All contracts written for assignments in the Article will be written on separate contracts from the normal teaching contract, except journalism. The Activities Director will perform evaluations for athletic coaching positions. The secondary principal or his designee will perform evaluations for non-athletic positions. These evaluations should be performed on District-approved evaluation forms made available to the coaches and advisors prior to the beginning of the respective activity.

BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT
EXTRA-CURRICULAR ACTIVITIES
ARTICLE IV - Schedule B
Appendix 2
2006-2007

2006-2007 B.A. Base	Head Varsity Coaches
11.5%	Football, Basketball, Wrestling
10.5%	Baseball, Softball, Soccer
10.5%	Volleyball, Track, Golf
8.25%	B/G Cross Country
	Assistant Varsity Coaches
8.0%	Football, Basketball, Wresting
7.0%	Softball, Baseball, Soccer
7.0%	Volleyball, Track, Golf
	Junior High Head Coaches
6.5%	Football, Basketball, Wrestling, Softball, Baseball
6.0%	Volleyball, Track
6.0%	Cross Country
	Assistant Junior High Head Coaches
5.5%	Football, Basketball, Wrestling, Softball
5.0%	Volleyball, Track
5.5%	**Weight Room Supervisor**
	Activities Other Than Athletics
11.5%	Speech (Large & Small Group)
5.5%	Assistant Speech
9.0%	Instrumental Music
9.0%	Vocal Music
8.5%	Cheerleader Advisor
7.5%	Summer Band
6.5%	Annual Advisor
5.0%	School Play/Musical
3.5%	Variety Show
4.5%	Dance Team
3.5%	Musical Assistant
3.5%	Journalism
1.75%	Student Council
1.25%	NHS Advisor
1.25%	RIF Coordinator
1.25%	Chairman/Junior Class

2006-2007	Other
$ 20.00	Pep Bus (10)
$ 35.00	Ticket Taking (Head)
$160.00	Junior & Senior Class Sponsor (6)
$ 40.00	7-10 Grade Sponsor (8)

ARTICLE V - Insurance

The Employer agrees to provide eligible employees the insurance protection as described in this Article. Employees who are contracted for 6/10 time or more but less than full-time throughout the entire school year shall be eligible and qualify for a pro-rata amount of contribution toward the health and major medical insurance benefit not to exceed the cost of a single plan. Only one employee member of a family may claim the maximum H/MM family benefit. Employees may opt a salary benefit in lieu of health and major medical insurance as defined in A.1.b below.

A. Medical/Dental Insurance

1. Medical
   The Employer shall make available a health and major medical insurance equivalent to the programs in existence during the 2006-2007 school year, with any modifications required by the carrier.

   a. Employees selecting a H/MM Plan:

      Eligible employees who elect to participate in a H/MM plan:
      If the employee elects *single* H/MM, the Employer shall pay on the $500 deductible plan = $306.88, $750 deductible plan = $295.80, $1000 deductible plan = $315.76 per month in 2006-2007 with the employee paying any balance. If the employee elects *family* H/MM coverage, the Employer shall pay up to a maximum of the following 500 = $528.99, 750 = $526.26, 1000 = $525.79 per month in 2006-2007 with the employee paying any balance.

	H/MM Cost	Employer Contribution	Employee Contribution
Single "500"	$346.88	$306.88	$40/month
Family "500"	$866.19	$528.99	$337.20/month
Single "750"	$325.80	$295.80	$30.00
Family "750"	$812.62	$526.26	$286.36/month
Single "1,000"	$321.76	$315.76	$6
Family "1,000"	$803.18	$525.79	$277.39/month

b. Employees who elect no Health & Major Medical Insurance:

Eligible employees who elect not to participate in the group health and major medical insurance plans:
Shall receive $98.50 per month in additional salary in 2006-2007.

2. Dental

a. Employees will be given an opportunity to purchase a dental plan effective July 1, 2006 through payroll deduction.

b. For employees who elect a dental plan, the district will pay per month for a single $20.81, for two persons $21.68, for a family $22.54 in 2006-2007 with the employee paying any balance.

B. Long-Term Disability Insurance

All full-time employees who are less than 69 years and 9 months of age will be covered by a long-term disability insurance policy. The program will have a waiting period of three (3) calendar months and covers 60% of covered monthly compensation and other conditions as specified by the carrier. The Employer shall pay the premium.

C. Term Life Insurance

A term life insurance program will be offered providing the following coverage:

If the annual salary from Schedule A for the fiscal year as calculated on July 1 is:	Coverage will be:
$25,000 or more but less than $30,000	$ 21,000
$30,000 or more but less than $40,000	$ 23,000
$40,000 or more	$ 25,000

ARTICLE VI - Leaves of Absence

A. Sick Leave

1. Sick leave will accumulate at the following rate:

(1)	The first year of employment	=	10 days
(2)	The second year of employment	=	11 days
(3)	The third year of employment	=	12 days
(4)	The fourth year of employment	=	13 days
(5)	The fifth year of employment	=	14 days
(6)	The sixth and subsequent years of employment	=	15 days

The above amounts apply only to consecutive years in the Bondurant-Farrar School District and unused portions shall be cumulative to one hundred-five (105) days with carryover maximum of 90 days.

If an employee has accumulated the maximum of 90 days and uses at least 75 days in one year, the employee shall be granted thirty (30) days to start the next year.

2. The Employer reserves the right to require a physician's statement or affidavit authenticating the illness.

3. Certain types of elective surgery shall be scheduled so that minimal time will be lost from school. This is particularly true on types of cosmetic surgery that can be scheduled at a time other than the school year.

4. The minimum unit of sick leave usage is a half-day.

5. Disability caused or contributed to by pregnancy or childbirth and recovery therefrom are considered temporary disabilities or illness and will be treated as such under existing sick leave policy. "Normal" or typical pregnancy leave is six weeks unless a physician determines otherwise. Days of medical disability shall be determined by the employee's physician.

6. Employees may check with the Employer's business office to determine their current status of sick leave accumulation.

7. A new employee cannot qualify for sick leave until he/she has reported and worked in the capacity for which contracted.

8. An employee may use up to four (4) days of sick leave each year for illness of the employee's spouse, child, or parent. Two of these four days may be used for "Adoptive Leave" (necessary absence when adopting a child).

B. Bereavement Leave

Up to five (5) days total leave per family member per year shall be granted for the death or critical illness of spouse, child, mother, father, brother, or sister. Up to three (3) days total shall be granted for the critical illness or death of mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents. Up to one (1) day of bereavement leave may be granted at the sole discretion of the superintendent to attend the funeral of a person of unusually close relationship. (Intent is to have minimal time gone for this leave.)

C. Personal/Business/Emergency Leave

1. Employees may be granted two (2) days of personal leave for business that cannot be conducted outside the school day. Personal business leave shall not be used for recreational purposes, such as shopping, vacations, or accompanying a spouse on a trip. One (1) additional day may be granted in case of and "extreme emergency" at the discretion of the superintendent.

2. This leave (except for "extreme emergency" as determined by the superintendent) will not be granted for the day immediately preceding or following a regularly scheduled vacation period, or granted the day of pre-school workdays, workshop days, first or last day of a quarter, parent/teacher conferences, open house, or other parent/school functions.

3. Employees must submit a written request on the employer's "Employee's Request for Leave" form for Personal/Business Leave at least five (5) days in advance except in case of emergency.

4. No more than two (2) employee per center, per day, may be granted for this leave.

5. The minimum unit of usage is a half-day.

6. The employee will have the option of cashing in 2 unused personal days for $150, or 1 or 1.5 unused days for $75.

D. Jury Duty

In the absence of extraordinary circumstances, employees may be excused for jury duty. No deductions from the employee's compensation will be made during the term of jury service, provided that all jury fees received by any employee, excluding meals and travel pay, are turned over to the school district. Employees are expected to report back to their working assignment during the normal workday when their presence is not required by jury duty.

E. Professional Leave

Each employee may be allowed time for a short-term professional leave. Professional leave days shall be granted at the sole discretion of the Employer, and applications for such leave must be submitted on the proper form to the principal at least two (2) weeks in advance of the requested leave.

F. Leaves Without Pay

1. Personal, Family Illness, Infant Care, Advanced Degree Work:

A leave of absence without pay for up to one year may be granted for caring for a sick or injured member of the employee's immediate family or for caring for an infant in the first year following birth or for caring for a personal illness. Employees may request this leave as a part of the Family Medical Leave Act (FMLA) as stated in Board Policy Code No. 409.3. Other requests include advanced degree work. Approval is based on finding a suitable replacement, in the judgment of the Employer.

2. Rules Governing Leave:

   In all cases, leaves without pay will be granted at the discretion of the Employer, following formal application by the employee. During such leaves without pay, the employee's seniority and the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. At the conclusion of the extended leave of absence, salary of the employee shall be the salary stated on the salary schedule for the step for which the employee was appointed at the time of the beginning of the leave. An employee who is granted a leave of absence for a regular school year must indicate an intention to return by March 1st of that contract year.

3. Requests for unpaid leaves of absence (deduct) during the school year must be approved by both the building principal and the superintendent. Unpaid leave requests for more than three consecutive days must be approved through administrative channels and by the Board of Education. Two such requests a year will generally not be approved.

G. Association Leave

Up to four (4) days total shall be available for representatives of the Association to attend conference(s) or convention(s) of the state and national organization. The association shall pay for the cost of the substitute for a representative using such a leave, providing a substitute is hired. The days of <u>exclusion</u> found under III or Personal/Business/Emergency Leave apply to Association Leave with the exception of the first and third quarter days.

H. Contractual Leave

Each employee will be allowed Contractual Leave. This leave is to be used whenever the employee will miss school while fulfillng duties assigned under this contract. Whevever possible, this leave should be approved by the superintendent a least two weeks in advance.

ARTICLE VII - Hours, Vacations, and Holidays

A. Hours

1. The regular in-school workday shall consist of eight (8) hours which shall include twenty-two (22) or more minutes of a lunch period. Extensions beyond the regular hours shall be with at least a prior day's notice by the Employer. Emergency situations, as determined by the building principal, may mandate deviations from the eight (8) hour day.

   Note: It is recognized that the total school program includes open houses, parent/teacher conferences, faculty meetings, and other similar programs. In these instances, employees will be working more than an eight (8) hour day.

2. Employees may be allowed to leave on Fridays or prior to holidays after the last scheduled bus leaves and their responsibilities have been concluded. In these instances, the employee may be working less than an eight (8) hour day.

3. The principal, at his discretion, may allow an employee to leave the building prior to the end of the workday when the employee is to return to school for a non-salaried activity.

4. The individual teacher contracts establish the length of the school year. Compensated days include teaching, in-service, workdays, and paid holidays. At the discretion of the Employer, in-service days, workdays, and vacation periods, and/or weekdays in May and/or June, with the exception of holidays, may be converted into teaching days if the time is needed to make up unforeseen loss of time, such as weather or epidemics.

B. Vacations - Paid vacations are not applicable to this Agreement.

C. Holidays

No employee will be required to perform duties on any of the following paid holidays: Labor Day, Thanksgiving Day, December 25, January 1, and Memorial Day*.

*If school has not yet been dismissed for the summer

ARTICLE VIII - Health and Safety

The employee is to file at the beginning of his/her service, a written medical report on forms provided by the District. The school physical exam form shall be used and returned to the Board Secretary prior to receiving his/her September paycheck. Upon receipt of actual total billing, the Employer will pay up to $50 for the physical examination for 2006-2007.

ARTICLE IX - Evaluation Procedure

A. Notification -- Within two (2) weeks of the beginning of each school year, the building principal or appropriate supervisor shall acquaint each new employee under his supervision with the evaluation procedures, standards, and instruments. The purpose of this orientation is to achieve mutual understanding of the evaluation system.

B. A new or probationary employee shall be formally (in writing) evaluated at least once a year during probationary employment. A non-probationary employee shall be formally evaluated (in writing) at least once every three years.

C. The formal evaluations (written) required in B above shall consist of observing the employee's regular duties a minimum of twenty (40) or more consecutive minutes.

D. Evaluation of employees shall also be based on observation of school-related activities, records of attendance, punctuality, and performance on assigned duties.

E. A conference shall be held with the employee within ten (10) working days following the formal evaluation, if possible, but no later than fifteen (15) working days. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

F. If the employee feels his/her written evaluation is incomplete, inaccurate or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

G. The substance of overall (summary) unsatisfactory evaluation may be challenged through the grievance procedure.

ARTICLE X - Dues Deduction

A. Authorization -- 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 payroll deduction of professional dues.

B. A new dues check-off card must be filed with the Board Secretary yearly. All cards must be filed by September 1 each year. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction. No new people will be allowed to file after September 1 of each year. The school is not involved in collecting initiation fees, special assessments, back dues, fines, or similar items under the definition of "dues."

C. The Association agrees to indemnity and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE XI - Staff Reduction Procedures

A. If, in the judgment of the Employer, a reduction in staff is necessary, the Employer will attempt to accomplish the same by attrition.

B. If further reduction is necessary, layoffs shall be made within the following categories: Grades PK-6, and 7-12 within curricular areas. It is the intention of the parties that these categories shall be considered separate units. Chapter I teachers shall be considered a category by themselves within the K-6 and 7-12 curricular areas of employment. It is agreed that tutors are not a part of the bargaining unit and do not fall under the Article XI procedures.

C. Normally, seniority shall be the governing factor; however, other criteria, as determined by the Employer, may override seniority.

   1. Educational qualifications, including certification, college hours, degrees, and areas of study.

   2. Experience and abilities in the positions involved, as determined by the years of service in that area and by formal evaluations.

D. Seniority is an employee's length of continuous service since the employee's first day of reporting for regular teaching duties. Teachers not on "continuing" contracts or less than half-time do not accrue seniority. Teachers less than full-time, but half-time or more, accrue seniority on a pro-rata basis.

E. Once the decision as to the employee(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Section 279.15 of the Iowa Code. Notification by certified letter shall be made by April 30 or earlier.

F. Recall -- Termination employees shall advise the superintendent of their current address and other employment during layoff. Employees shall have recall rights for up to one (1) year (from the date of Board action approving the termination) to a position which becomes available within the category from which the employee was laid off. Terminated employees have no recall rights after one year. If an employee fails to notify the superintendent of a change of address or fails within ten (10) days of receipt of notice of recall to advise the superintendent of the employee's desire and availability to return to work, any recall rights shall terminate. If, however, such a recall position becomes available due to a late or mid-year resignation, the timeline shall be reduced from ten (10) to five (5) days. The benefits of those terminated waiting recall shall be frozen.

Teachers' Comprehensive Contract Agreement

COMPLIANCE CLAUSES AND DURATION

A. The Employer and the Association, through good faith negotiations, have reached certain understandings. This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association, unless expressly stated to the contrary herein, constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

B. Language items under the Agreement shall be in effect for five (5) years, August 2006 – August 2011. It is understood that each side may open one language item per year for negotiation. More that one language item may be opened with approval of both parties. Monetary items (i.e. salaries, insurance, etc.) shall be in effect for one year, August 2006 - August 2007.

C. Printing Agreement - The Association agrees, at the conclusion of negotiations, to pay 50% of the cost of printing the collective bargaining agreement.

D. This agreement was officially adopted by the Employer on May 8, 2006

Tambi Heiter
President, Bondurant-Farrar
Education Association

Mike Adams
President, Bondurant-Farrar
Community School Board

Tambi Heiter
Chief Negotiator, BFEA

Craig S. Cochran, Superintendent
Administrative Counsel