Boyden-Hull CSD	Boyden-Hull EA	7/1/2005	6/30/2008

BOYDEN-HULL CSD/EA 05-08

BOYDEN-HULL
MASTER CONTRACT
2006-2007

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ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the Boyden-Hull Education 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 PERB certification instrument (Case 916) issued by the PERB on the 31st day of March, 1977. The unit described in the above certification is as follows:
All full and regular part-time classroom teachers, librarian, guidance counselor, athletic director, Title I personnel, and learning disabilities teachers.

B. Definitions

1. The term "Board", as used in this agreement, shall mean the Board of Directors of the Boyden-Hull Community School District or its duly authorized representatives.

2. The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Pubic Employment Relations Board.

3. The term "Association", as used in this agreement, shall mean the Boyden-Hull Education Association or its duly authorized representatives.

ARTICLE II: PROCEDURES

A. Presentation of Association Package

The presentation of the initial packages will be in accordance with Chapter 20, Code of Iowa.

B. Request for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the Board's designated representative. Requests from the Board shall be made in writing to the chief negotiator or his/her designated representatives.

C. Tentative Agreement

Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

ARTICLE III: IMPASSE PROCEDURE

IMPASSE shall be governed by the procedure outlined in Chapter 20 of the Code of Iowa.

ARTICLE IV: GRIEVANCE PROCEDURE

PHILOSOPHY: When a grievance does occur, it is desirable to settle that grievance at the lowest level possible.

A. Definitions

1. A "Grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

2. A grievance is a claim by an employee that there has been a misinterpretation, misapplication, or violation of the terms of this agreement.

3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean teacher employment days except as otherwise indicated.

5. If more than one employee files the same grievance those employees may combine into one group for further processing of their grievance.

B. Rights to Representation and Procedures

1. Grievants may represent themselves at all stages of the grievance procedure, or at his/her option, by an association representative selected by the grievant.

2. If the grievant does not meet the time limits stipulated the grievance may not be continued to the next higher level without the mutual consent of both parties. A grievance advanced to level II by mutual consent would again need mutual consent to be advanced to the arbitration level.

3. If the Principal or Superintendent does not meet the required time limits the grievant shall have the right to appeal the grievance to the next higher level of the procedure.

4. All grievances must list the specific articles and sections of the master contract that are alleged to have been violated.

C. Procedure

STEP I: Within 15 days following the occurrence of the alleged grievance the grievant may present the grievance to the Principal by written Form A. The Principal shall arrange for a meeting with the grievant and his/her representatives to take place within 5 days of his/her receipt of the appeal. Upon conclusion of the meeting, the Principal will have 5 days to provide his/her written decision, together with the reasons for the decision, to the grievant.

STEP II: If the grievant is not satisfied, the grievance may be referred to the Superintendent (Level II) within 3 days of response or 3 days after any time limit was not met by the Principal. The Superintendent shall arrange for a meeting with the grievant or his/her representative to take place within 10 days. The parties in interest shall have the right to include in the representation such witnesses as necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the Superintendent will have 5 days to provide his/her written decision together with the reasons for the decision to the grievant.

ARTICLE IV. GRIEVANCE CONT.

STEP III: BINDING ARBITRATION:

a. If the grievance is not resolved satisfactorily at Step II, there shall be available a third step of impartial binding arbitration. The Association may submit a written request, on behalf of the Association and the grieving employee, to the superintendent within fifteen (15) school days from the receipt of the Step II answer to enter such arbitration.

b. Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the grievant will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of seven (7) arbitrators may be made to the Iowa Public Employment Relations Board.

c. The Arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. Exceptions to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved as soon as possible thereafter.

E. Grievance Forms

Forms for filing grievances will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

F. Grievances Processed After Expiration of Agreement

If a grievance is filed prior to the end of the contract term it will be processed under the terms of this Article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.

ARTICLE V: DUES DEDUCTION

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 Association dues only.
The form authorizing deduction shall be designed by the Association, subject to the approval of the Employer, and expenses for producing and distributing said form shall be borne by the Association.
The Employer will deduct the regular monthly dues each month as authorized and remit said moneys within ten working days to an official designated by the Association. Such authorization shall continue in effect from month to month unless revoked in writing by a thirty (30) day notice to the Board, with a copy to the Association. The amount of the deduction shall not be changed more than once in any given school year.

ARTICLE VI: ANNUITIES

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make an appropriate remittance for annuities. The district shall maintain a list of five companies jointly selected by the Association and the District. Company selection must occur on or before September 1 of each school year. Companies used by members before May 30, 2003, will be grandfathered in for each member. All others shall only use one of the five (5) above.

ARTICLE VII: PRINTING, NOTICES, AND DURATION

A. Printing Agreement

The agreement shall be jointly prepared by the Association's chief negotiator and the Superintendent. It shall be printed by the Board. Copies shall be given to each employee within 30 days after the agreement is signed (or during the school workshop for new employees). The Association shall receive an additional five copies of this agreement. The Board shall pay for the cost of preparing and printing of the contract.

B. Notices

Whenever any communication is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by electronic mail or letter at the following designated addresses or such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to Board at 801 First St., Hull, Iowa
2. If by Board, to Association at 801 First St., Hull, Iowa
3. If by Association, to Superintendent at steveg@boyden-hull.k12.ia.us
4. If by Association, to Board Secretary at sueh@boyden-hull.k12.ia.us
5. If by Board, to Association President at amyg@boyden-hull.k12.ia.us
6. If by Board, to Association Secretary at virginiae@boyden-hull.k12.ia.us

C. Duration Period

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008 for all Articles exclusive of Article VIII (Wages and Salaries), Article IX (Supplemental Pay), and Article X (Insurance), which shall be negotiated annually. In addition, the Association and the Board may each bring one additional Article for negotiation purposes annually. Any other Articles to be negotiated would have to be agreed upon by both parties in order to be negotiated in any given year.

ARTICLE VIII: WAGES AND SALARIES

A. Schedule

1. The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part thereof unless otherwise excepted in Section A.2, C; or D of this Article. The Board may also exceed the schedule when necessary to secure desirable teachers.

2. Part-time employees - The salary of any part time employee shall be prorated by one or more of the following formulas:
   a. Adjustment for days --- $\frac{\text{contract days}}{190}$
   b. Adjustment for hours --- $\frac{\text{hours per day}}{8}$
   c. Teaching periods per day --- $\frac{\text{number of periods}}{8}$

B. Credit for Experience

1. Degree Teachers: Full credit shall be given from state accredited public or nonpublic schools for outside experience to new teachers. For teachers starting employment prior to August 2005: Following two (2) years of successful teaching in the system, any eligible teacher will be given credit for an additional year of outside experience not previously credited by requesting such credit. For the third and each succeeding year of successful teaching in the district, any eligible teacher will be given credit for an additional year of outside experience not previously credit if requested through the administration. However, credit shall not be granted for experience gained more than 10 years prior to signing of a contract in the Boyden-Hull District.

2. Validation of outside teaching experience: In order to receive credit for experience gained in other systems, affidavits attesting to this experience must be filed with the Superintendent. The affidavits must be signed by a qualified person, such as the Superintendent of the school in which the experience has been received.

3. Credit Granted for Part-Time Teaching in the Boyden-Hull System: Credit for one year of advancement on the salary schedule shall be given for each year of service in a given year if the employee returns to a position no greater than a 25% increase in full-time equivalence. If an employee's contract for the coming year increases by more than 25% full-time equivalence, all previous experience gained shall be prorated on the basis of the per cent of time worked for past experience to the per cent of time involved in the new position. Years of experience contracted at 66% or more will be credited as fulltime (100%). The percent of time in a given year may be figured by hours worked or by the number of periods assigned. If there is a reduction in the time contracted, experience for a given year can never be credited at more than 1 step for advancement.

4. Credit Given for Partial Years and/or Part-Time Teaching Experience Outside the District: Credit for advancement on the salary schedule will not be given for contracted time that involves less than 90 scheduled student days in a given year. In evaluating a teacher's years of experience, no credit shall be given for fractional years of experience unless such fractional years add up to a full year's experience.

5. Adjustment to Salary Schedule: Employees who are contracted more than 90 scheduled student days in a contract year in the Boyden-Hull District shall be given full credit for one year of service toward the next increment step the following year. If the employee was not full-time during the contracted time, credit given will be prorated for part-time teachers whose contracted time is increased (see Section 3 above).

WAGES AND SALARY CONT.

C. Salary Advancement

1. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

2. No employee(s) shall be denied a salary increase without good cause.

3. Employees may not advance more than one (1) increment in any year without Board approval.

D. Educational Lanes Course Notice, Approval, and Transcript Filing

1. Advanced notice of all courses required.
   a. Teachers must provide advanced, written notification to the Superintendent for all courses they will be taking for schedule advancement. The notice will be valid for 1 year from the date the notification is filed.

2. Advanced approval for courses needed.
   a. Advanced approval for courses which are documented as being in the employee's graduate program will be automatically approved.
   b. All courses not in an approved graduate program must be approved in advanced by the Superintendent if they are to count towards lane advancement.

3. Filing of Transcripts and/or Grade Slips.
   a. Verification of completion of course work that will be counted towards lane advancement must be filed with the district within 1 year of completion of the course. Failure to file the verification within one year will result in the course not being counted toward lane advancement.
      1. Temporary Verification - Can be made by filing grade slips with the district.
      2. Permanent Verification - Must be made before hours earned will result in a salary advancement. Permanent verification can only be done with college transcripts. Permanent verification must be on file by Oct. 1 of the year in which a lane advancement will be made. If transcripts (not grade slips) are not filed by Oct. 1 it shall be the Board's option to not grant the increase.

4. All courses being used for lane advancement must have been completed by September 1 of the year of the advancement.

5. Employees who move to a higher educational lane shall move to the corresponding eligible step on the higher lane, but not more than one (1) increment advance in any one year.

6. Employees on the MA+15 lane must have earned at least 8 semester hours of credit within the last 10 years unless a degree beyond the masters has been earned. Employees on the MA+15 lane who no longer meet the currency for credits requirement will be placed on the MA lane.

E. Method of Payment

1. Pay Periods - Each employee shall be paid in twelve (12) installments on the 20th of each month.

2. Exceptions:
   a. When pay date falls on or during a school holiday, vacation other than summer, or weekend, employees shall receive their paychecks on the last previous working day.
   b. July and August checks may be distributed in the month of June.

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

ARTICLE IX: SUPPLEMENTAL PAY:

A. Extra-curricular Activities

1. Approved Activities - The Board and the Association agree that the extra-curricular activities listed in Schedule B are official School-sponsored activities. Duties listed may not always be assigned.

B. Rates of Pay

1. Employee participation in indexed extra-curricular activities which extend beyond the contracted workday shall be compensated according to the rate of pay or other stipulation in Schedule B, which is attached hereto and made a part thereof.
2. Teachers as a non-paid part of their teaching load shall be expected to work at such functions as school parties, class or club sponsorship, programs, and student meetings that extend beyond the normal 8:00 to 4:00 school day.
3. In addition each employee must work three extra duty assignments. Part time teachers who are shared with one or more other districts may have less than 3 duties assigned.
4. All teachers shall be entitled to receive a complimentary pass for all local activities. This pass will be honored for the employee and a guest accompanying the employee.
5. Extra duties assigned in excess if three will be paid at the rate of $30.00 per assignment.

C. Classes not meeting and coverage of classes during preparation time

1. When an employee is asked to cover another class or study hall during his/her preparation time the employee shall be reimbursed (if requested) at the rate of $10.00 per class period covered. However, when a class does not meet during a regular school day the Administration shall have the right to assign a teacher to cover another class or study hall, etc. This may be done without reimbursement of the employee above his/her regular pay.

D. Payment for supplemental projects, educational improvement grant projects, or other extended work periods

1. Payment rates for items listed above may be determined by one or more of the following methods.
   a. Per Diem, or
   b. An hourly rate of $20.00 per hour for time beyond the regular school day, or extended time. This payment will not exceed $180 per day.
   c. The rate listed in the supplemental pay article that is used for covering classes (only if work is completed during the school day).
   d. A flat dollar amount contracted to cover the entire cost of a project.
2. Which method of payment used will be determined by the person or committee approving the project or working time.
3. Pay periods may be in monthly installments, quarterly, or in a lump sum.

ARTICLE X. INSURANCE

A. Types of Insurance

The Board shall make available to all employees working 20 hours or more per week the following categories of insurance, provided that the application is timely and that when eligibility has previously been waived medical under-writing requirements must be met.

1. Health and major medical group insurance.
   The Board reserves the right after consulting with the Association to select the group insurance company and the amount and type of coverage. No change in the coverage will be made without the approval of the Association, however if the base plan has less than 5% of the total teaching staff enrolled the base plan will be dropped and the optional plan shall become the base plan. For the term of this contract the base plan is a $500 deductible Preferred Provider (P.P.O) plan. Pre-authorization will be in force for all health insurance.

2. Optional Plan Selection - Employees may request adding an optional plan to reduce employee insurance costs if:
   a. The plan is offered by the same carrier as the plan listed in #1 above
   b. The rates for the optional plan must be less than those listed in #1 above.
   c. When first selected the plan can start for an employee with 1 months notice. Thereafter the decision as to which plan to use must be made by June 1 for the following year.

   There currently is an optional plan which is a $1000 deductible plan. An optional plan may be added whenever there is sufficient interest in a "new" plan.

3. Life Insurance
   For employees contracted half time or more and who have made timely application with the district insurance carrier, the Board shall make available:
   a. A $7,000 term life insurance policy for the employee.
   b. Dependent life coverage ($1,000 spouse, $500 children) will be available for employees who are also enrolled for family health insurance coverage.
      Once the employee's application has been approved by the carrier the Board will pay the premium for each employee contracted for half time or more.

4. Long Term Disability.
   The Board shall make available a long-term disability insurance with coverage based on the annual salary (maximum of $30,000). The Board will pay the full premium for each employee employed halftime or more.

B. Definitions of Full and Half Time

1. Full time will be any employee working 30 or more hours per week (during the regular school day).
2. Half time will be any employee working 20 or more but less than 30 hours per week (during the regular school day). The district will determine whether employees whose work week varies from less than 20 hours per week to more than 20 hours meet the definition of half time.

C. Descriptions

The Board shall provide each employee an insurance booklet describing insurance coverage provided herein within ten (10) days of the beginning of the school year or of employment. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings. If there have been no changes in coverage for returning employees their previous knowledge and descriptions of conditions and limits of coverage shall be considered sufficient notice.

D. Duration of Coverage

Coverage shall be for the duration of employment. New employees shall be covered, if their application is timely, on the 1st of the month following or coinciding with their date of employment.

E. Board Payment for Insurance Coverage

1. Any employee eligible for and participating in the district health insurance program must pay the first $1.00 of the premium for that coverage.

2. For employees who have district health insurance an adjustment will be made on July and August payroll checks paid in June to cover any change in rates for the months of July and August. (Note: coverage and the district allotment run from September 1, to August 31 while rate changes usually occur July 1.)

3. The board payment toward health insurance coverage for a full time employee will be up to $6,633.36 annually.

4. When both the husband and wife are eligible for insurance benefits each may apply their allowance towards family coverage.

5. Half time employees will be allowed 1/2 the dollar amount towards premium payment.

6. Employees eligible for district health insurance coverage may decline coverage if they have insurance with another group carrier.

7. Employees declining coverage must sign a waiver annually that will limit their being able to join the district insurance plan at a future date.

8. Employees eligible for but declining health insurance coverage will still receive district term life insurance and LTD coverage.

9. After September 1, no changes can be made to health insurance coverage unless a qualifying event occurs.

F. Salary Differential for Those Declining School Insurance

1. A salary differential of $1,295 will be paid to employees who choose not to be insured by the school but can prove coverage with another group carrier. The differential can never be greater than 92.35% (FICA adjustment) of the $1,295 and will be pro-rated for half time employees.

2. The payment of 1/12th of the total amount due will be made on each of the 12 monthly payroll checks.

3. A salary differential will not be available to employees beginning employment with the district after July 1, 2003.

ARTICLE XI: TEMPORARY LEAVES

A. Personal Leave

A total of two (2) days per year may be used for personal leave. Unused personal leave may be carried over from one year to the next, not to exceed a total of three (3) days available in any one year, including the two days for the current school year. This leave may be used at the discretion of the employee but with the exceptions noted below:

1. The days may only be denied by the district if:
   a. There has not been advance notice of 3 days given to the district.
   b. The leave is requested for days before or after a vacation period or on an inservice day.
   c. There are more than two (2) employees in the building requesting leave on the same day.

2. Payment for Days of Personal Leave
   a. For the first, second, and third day of personal leave, employees shall be paid at 100% of their regular rate.
   b. Payment for unused personal leave. Staff members who are currently employed or who had submitted a timely (not after due date of contract) resignation and who did not use any personal leave the previous year shall receive a payment equivalent to one day of substitutes pay (prorated for part time staff). Personal leave granted under sections 3A, and 3B below and also leave granted to assistant coaches for attendance at state events shall not disqualify employees from this payment. Payment for those who have resigned will be with their last check.
   c. Use of less than a full day of personal leave. Personal leave may be pro-rated into 1/4ths.

3. Special Exceptions
   a. Personal leave at 3:30 may be granted with no deduction but it will count as 1/8th day of personal leave.
   b. Employees may use personal leave for attending Boyden-Hull events in which a son or daughter is participating. All limitations listed above will apply except there shall be no limitation on the number of teacher/parents who may use personal leave on the same day for attending a Boyden-Hull event in which a son or daughter is participating.

B. Leave for Jury Duty

Any employee called for jury duty during school hours shall be provided such time. Any fees or remuneration the employee receives less expenses during such leave shall be turned over to the Boyden-Hull School system.

C. Bereavement Leave

1. Teachers shall be allowed up to five (5) days per occurrence for death in the immediate family. Members of the immediate family shall consist of: father, mother, husband, wife, son, daughter, brother, sister, and grandchild.

2. Up to three (3) days per occurrence will be allowed for the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent. One extra day may be added if the distance involved in these bereavements exceeds 200 miles one way.

3. In case of death of any other relative, one day of absence per occurrence shall be allowed without loss of pay for attendance at the funeral.

4. One (1) day per year may be used for other bereavements not covered or in addition to the above.

D. Illness in the Immediate Family

Up to a maximum of three (3) days may be used for illness in the immediate family as described in sections 1 and 2 below. Immediate family shall include: husband, wife, father, mother, children and siblings.

1. No pay deduction if the family member is hospitalized, including same day surgery.
2. Sub pay deduction if the family member is not hospitalized or having same day surgery.

E. Professional Leave and Reimbursement of Expenses

All professional leave must have the approval of the building principal and Superintendent. Requests for reimbursement will not be honored if they have not received advance approval of the Superintendent.

F. Trips Earned by Spouses

Requests for absence for trips earned by spouse will only be considered every two years. Any absence for the trip will result in loss of pay. In most cases absence of more than 5 school days will not be allowed. This leave needs Board approval.

G. Other Leave

Other temporary leaves of absence may be granted by the Superintendent. Such leave may be unpaid, with substitute (or equivalent) pay deducted, or with full pay and shall not be grievable.

H. Early Leaves

A maximum of two days per semester an employee may leave between the hours of 3:30 p.m. and 4:00 p.m. for dental or medical appointments for the employee, or the employee's immediate family. Advance notice must be given to the principal.

I. Adoption Leave

Up to (10) days of adoption leave shall be available for the mother, or single father, as paid leave in the event of the adoption of a child. This leave must begin within the first two weeks of receiving the child into the teacher's home. One (1) day of adoption leave will be granted to the father on the day the child is received into the teacher's home.

ARTICLE XII: SICK LEAVE

A. Sick Leave

Teachers shall be granted leave for personal illness with full pay on the following basis:
IN ADDITION - Sick leave may be used for non-emergency doctor, dentist, and eye doctor appointments that cannot be scheduled outside of the school day.

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth & subsequent years of employment	15 days

Sick leave may be accumulated up to and including 120 days. Sick leave for the present year shall not be added until one full day of service has been rendered to the District.

B. Transfer of Sick Leave

Experienced teachers may transfer five days of unused accumulated sick leave from previous public school.

C. Illness Verification

In cases of extended absences and frequently recurring absences due to illness, the Superintendent may request a doctor's statement to verify the illness.

D. Sick Leave Bank

1. Commencing with the start of the new school year, employees will have the opportunity to donate one day of their accumulated sick leave to a sick leave bank. A decision to participate in the sick leave bank must be made prior to September 15.

2. In order to be eligible to use the sick leave bank, an employee must have donated one day of sick leave in the current school year. The individual applicant must have used all available personal accumulated sick leave and accumulated personal days.

3. A district-wide sick leave bank committee, consisting of the BHEA President (who shall serve as chair), Vice-President, an at-large member, and one representative from each attendance center, will make all decisions regarding the utilization of sick leave bank days. The business manager shall serve as a non-voting member of the committee.

4. Unused sick leave bank days remaining at the end of the year will be lost with no days carried into the succeeding school year.

ARTICLE XIII: ASSOCIATION LEAVE

A. The Association will be granted five days to transact Association business. The first 3 days shall be paid days but with the cost of the substitute or equivalent deducted from the employee. The remainder of the five days will be with the pay deducted from the employee at the rate of 1/190th of the contract salary. Association leave must have the approval of the Administration and the President of the Association. A minimum of five (5) school days advance notice of Association leave shall be given to the Administration. Usually no more than 1 employee will be granted Association leave on any given day.

B. Early Dismissal for Association Members - Three times per semester the Association may request that a teacher or group of teachers be dismissed at 3:45 p.m. to attend Association meetings. Request for this type of leave will be honored by the administration providing there has been five (5) school days advance notice and if it does not conflict with any administratively scheduled meeting or event.

ARTICLE XIV: EXTENDED LEAVES OF ABSENCE

A. Public Office

A leave of absence without pay not to exceed two years may be granted to any employee, upon written application, for the purpose of serving in an elected state or national public office. Upon return from such leave the employee shall be placed at the same position of the salary schedule as when he/she was granted the leave of absence. The employee must give the Board six months notice of her/his plan to return to the district.

B. Miscellaneous extended leaves of absence

Extended leaves of absence for up to 12 months may be granted to employees in certain cases. This extended leave must have the approval of the Superintendent and the School Board. All such leaves approved shall be without any benefits provided by the Board. Situations where extended leave will be considered include -- adoption, prenatal conditions, child-rearing following birth, serious illness in the family, and educational improvement in cases where such leave shall be related to and a benefit to the performance of the employees' duties in the Boyden-Hull District. In most instances extended leaves granted will not be allowed to overlap into two (2) school years (September - May is a school year).

C. Return of the employee following extended leaves A and B listed above.

Employees returning from an extended leave of absence shall be guaranteed a position (unless their position has been eliminated under the staff reduction article) however they may be reassigned into a position different than what they held preceding the extended leave.

ARTICLE XV: SENIORITY PROVISIONS

A. Seniority Determination

Seniority shall be district-wide and shall be computed from the date the employee provided contract services to the District. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority accumulation.

If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of the Agreement shall be determined by the date the employee signed the individual contract. If still the same it shall be determined by drawing lots.

B. Seniority Ranking

By October 1 the Superintendent shall give the Association a list ranking the seniority of each employee.

ARTICLE XVI: HEALTH PROVISIONS

A. Required Physicals

The Board requires an employee to have a physical every 3 years for continued employment in the district.

1. It is to be completed on the form used by the District unless mutually agreed upon to use another form prior to the physical.
2. The completed physical form is to be turned in to the Superintendent's office no later than the first teaching day of the given contract year.

ARTICLE XVII: HOLIDAYS

A. All members of the bargaining unit shall be entitled to the following five (5) paid holidays:
1. Labor Day 2. Thanksgiving Day 3. Christmas Day 4. New Year's Day 5. Presidents' Day

B. No employee shall be required to perform duties on any of the above holidays, except Presidents' Day and then only if it is used to make up a snow day.

ARTICLE XVIII: VACATIONS

A. Unpaid vacation days shall consist of the Friday after Thanksgiving, one day at the end of the first semester, Good Friday, the Monday after Easter, and Memorial Day. In addition, a minimum of five work days shall be included in the school calendar as unpaid vacation days annually for the Christmas break.

B. The Board reserves the right to make up teaching days missed per the adoption of the school calendar.

C. On the day of school preceding Thanksgiving, Christmas, and Easter vacation, school will be dismissed at 2:30 p.m.

ARTICLE XIX: HOURS OF WORK

A. The Work Day is 8:00 a.m. - 4:00 p.m., but the administration retains an option to hold employees after 4:00 (but no later than 4:50) or to request them to come in early (7:30) for teachers' meetings or other exceptions where the time for the basic day needs to be altered. This will be no more than 24 meetings per year, with no more than one per week, unless otherwise agreed to by the Association.

B. When students are dismissed for vacation periods, Fridays, or due to inclement weather, staff members may leave when the buses have left for the regular routes.

C. Teachers will not be required to come to school on days whenever student attendance is not required due to inclement weather.

ARTICLE XX: IN-SERVICE TRAINING

A. In-Service Training Day

There will be five (5) days of professional/in-service training included within the one hundred ninety (190) day contract for returning employees. For new employees there will be six days of in-service within 191-day contract. In addition to the professional/inservice training days regularly scheduled by the administration, there shall be the equivalent of four (4) one-fourth (1/4) day inservices. These shall be scheduled as late starts or early dismissals within the regular work hours. See also Article XVIII, Paragraph A.(6) above.

B. In-Service Committee Responsibilities

An in-service committee will be established for planning the content and the format of the one-fourth 1/4) day in-services. The committee shall present its plan for administrative approval at least thirty (30) days prior to the in-service day.

C. State Mandated Training Days

If the legislature of the State of Iowa passes a bill requiring additional days of staff development, the district and the association will negotiate the per diem compensation for certified teachers.

ARTICLE XXI: STAFF REDUCTION PROCEDURES

A. Coverage - All employees under this Agreement.

B. Notification - If the Superintendent will be recommending the layoff of any employee(s) he/she will so notify the employee and Association at least sixty (60) days before the proposed effective date of the layoff. If the layoff is to become effective as of the first day of the following school year, the Superintendent will notify the employee and Association by April 15. Such notice will be in writing and will include the specific position(s) to be affected and the specific reasons for said reductions.

C. Layoffs - When a position is to be eliminated and when more than one employee is teaching in the specific area and classification category which is being reduced then the employee to be laid off will be determined by the following procedures:

1. First - Those employees with emergency or temporary certification.
2. Next - Fully certified but employed on a part-time basis.
3. Seniority and classroom evaluations by the building principal will be used next. When seniority is not the deciding factor written statements explaining the reasons will be given to the employee. Maintenance of existing programs would be of a secondary consideration and could be the determining factor in which staff member will be laid off.
4. When the above conditions have not determined who is to be laid off it shall be done by drawing lots.

D. Bumping Any employee having received notice of a layoff may bump another employee if:

1. The employee having received notice of layoff is qualified for another position.
2. The employee having received notice of layoff has more seniority in the Boyden-Hull District than the person he/she wishes to bump.
3. The employee qualifies for the position ahead of the person presently in that position on the basis of the procedures used in letter C. above.
4. Notification of intent to "bump" another employee must be given to the Board within five school days after receiving the notice that the Superintendent is recommending that the employee's position be reduced under this article. No "bumping" may be initiated after April 30th of the present school year.
5. Employees may bump only within their areas of certification and in order of seniority. Those categories are:
   a. K - 6 Teacher
   b. 7 - I2 Teacher
   c. Title I Teacher

E. Recall Any employee laid off pursuant to this policy shall have recall rights for two years from the date of the termination notice.

1. Title I teachers shall have recall rights only for Title I positions.
2. When more than one laid off employee is eligible for recall, the position shall be offered to the employee that had the most seniority at the time of being laid off provided the employee is qualified for the position, with "qualified" meaning previous teaching experience within the category of classification (Paragraph D.5) and subject area in the jr. and sr. high within the last three (3) years.
3. Any laid off employee shall be responsible for having on file in the superintendent's office the employee's current address. The employee must respond within I4 days of receipt of recall notice in order to be considered for the position. The Board shall annually provide the Association with a current list of those employees who have retained such rights provided by this section.
4. Any employee recalled under this provision shall return at the salary level to which the employee was entitled at the end of the school year in which notified of the reduction. Sick leave accumulation shall be restored to the employee when he/she returns to a position in the District.
5. Any employee who refuses a position offered that is equal to or better than his/her previous position shall forfeit all further rights to recall under this article.

F. Seniority Use article XVI: Seniority Provisions.

ARTICLE XXII TRANSFERS: VOLUNTARY AND INVOLUNTARY

A. Definition - The movement of an employee to a different grade level, subject area or building within the District will be considered a transfer.

B. Voluntary Transfers

1. Notification of vacancies - Within seven (7) days after the Board has accepted a resignation the Superintendent shall deliver to the Association and post in the Boyden and Hull attendance centers a notice of the vacancy if it is to be filled.

2. Filing requests - Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, or in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1, or December 1, for the second semester, but in no case more than five (5) school days after the posting of the vacancy.

3. Posting - As soon as practical the Superintendent shall post in each school a list showing names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

4. Procedures
   a. Voluntary transfers shall be considered only when there is a position vacant or when there is mutual agreement among the employees involved that a transfer would be desirable.
   b. All requests for transfers shall be considered. When a transfer is not approved a written statement shall be given to the employee(s) requesting the transfer stating the reasons for such denial.

C Involuntary Transfers

1. Notice - Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.

2. Procedure - An involuntary transfer shall be done on the basis of getting the best staff member in each position in the district. Seniority shall be one of the main factors considered when making an involuntary transfer of personnel.

3. Meeting - An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and Superintendent and/or building principal. At that time the employee shall be given written reason(s) therefore.

4. Priority in Reassignment - A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be placed only in a position that does not involve a reduction in total compensation from the salary schedule.

ARTICLE XXIII: EMPLOYEE OBSERVATION AND EVALUATION PROCEDURES

A. Notification - Assigned Employees

The administration shall acquaint each employee under his/her supervision with the observation and evaluation procedures. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation or observation shall take place until such orientation has been completed.

B. Formal Evaluation - Probationary Employees

Probationary employees shall be formally evaluated a minimum of one (1) time each year. The evaluation will be preceded by at least two (2) classroom observations. An evaluation conference will be held and signed copies of the evaluation will then be provided to employee, principal, and employee's personnel file.

C. Required Observations - Continuing Employees

A continuing employee shall be formally evaluated a minimum of one (1) time every third year and observed a minimum of one (1) time each year. The evaluation will be preceded by at least two classroom observations. An evaluation conference will be held and signed copies of the evaluation will then be provided to employee, principal, and employee's personnel file.

D. Formal Observation and Evaluation Procedures

The building principal or appropriate supervisor shall evaluate each employee formally in writing.

1. Length - Each formal written observation shall be preceded by at least one (1) classroom or activity observation of at least twenty (20) consecutive minutes.

2. Conference and Copy - A copy of each formal written observation and evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within four (4) school days following the classroom observation. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the observation or evaluation, but rather awareness of the content.

3. Responses - If the employee feels his/her formal written observation and evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing to be placed as an attachment in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

E. Each employee shall have the right to review the contents of his/her personnel file within five (5) days after making a request in writing. A representative of the Association, at the employee's request, may accompany the employee in this review. A district representative may be present during the review.

SIGNATURE PAGE

A. 2006-2007 CONTRACT

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 25th day of April, 2006.

Boyden-Hull Education Association

By _____
It's President

By _____
It's Chief Negotiator

Boyden-Hull Community School

By _____
Board President

Boyden-Hull Salary Schedule 2006-07

Hiring Base = $26,100
Minimum Increase $200

STEP	BA	BA+10	BA+20	BA+30	MA	MA+15
1	**26,100**	**26,883**	**27,666**	**28,449**	**29,232**	**30,015**
	1.00	1.03	1.06	1.09	1.12	1.15
2	**27,144**	**27,927**	**28,841**	**29,624**	**30,537**	**31,320**
	1.04	1.07	1.105	1.135	1.17	1.20
3	**28,188**	**28,971**	**30,015**	**30,798**	**31,842**	**32,625**
	1.08	1.11	1.15	1.18	1.22	1.25
4	**29,232**	**30,015**	**31,190**	**31,973**	**33,147**	**33,930**
	1.12	1.15	1.195	1.225	1.27	1.30
5	**30,276**	**31,059**	**32,364**	**33,147**	**34,452**	**35,235**
	1.16	1.19	1.24	1.27	1.32	1.35
6	**31,320**	**32,103**	**33,539**	**34,322**	**35,757**	**36,540**
	1.20	1.23	1.285	1.315	1.37	1.40
7	**32,364**	**33,147**	**34,713**	**35,496**	**37,062**	**37,845**
	1.24	1.27	1.33	1.36	1.42	1.45
8	**33,408**	**34,191**	**35,888**	**36,671**	**38,367**	**39,150**
	1.28	1.31	1.375	1.405	1.47	1.50
9	**34,452**	**35,235**	**37,062**	**37,845**	**39,672**	**40,455**
	1.32	1.35	1.42	1.45	1.52	1.55
10	**35,496**	**36,279**	**38,237**	**39,020**	**40,977**	**41,760**
	1.36	1.39	1.465	1.495	1.57	1.60
11	**36,540**	**37,323**	**39,411**	**40,194**	**42,282**	**43,065**
	1.40	1.43	1.51	1.54	1.62	1.65
12	**37,584**	**38,367**	**40,586**	**41,369**	**43,587**	**44,370**
	1.44	1.47	1.555	1.585	1.67	1.70
13		**39,411**	**41,760**	**42,543**	**44,892**	**45,675**
		1.51	1.60	1.63	1.72	1.75
14			**42,935**	**43,718**	**46,197**	**46,980**
			1.645	1.675	1.77	1.80
15				**44,892**	**47,502**	**48,285**
				1.72	1.82	1.85
16					**48,807**	**49,590**
					1.87	1.90
17						**50,895**
						1.95
Car. Inc	**38,234**	**40,061**	**43,585**	**45,542**	**49,457**	**51,545**

SCHEDULE B

Extra-curricular payments will be determined by percentages of the **BA Step 2** salary schedule base.

SCHEDULE PLACEMENT

1. New staff members will be credited with 0 experience.
2. **Staff members returning** to a position will be credited with previous experience in our district.
3. **Staff members transferring** to a different, non-head, coaching assignment within an activity, or gender related activity will retain the experience level they would have had in their previous position
4. Experience granted for **transferring to a head coaching** position will be given at the discretion of the board.

BUS DRIVING - Coaches may voluntarily drive the bus to extra curricular activities involving any sport or musical event at a rate of $15 per trip. School will pay for the cost of the physical & bus permit (yearly).

		EXPERIENCE -->	0-1	2-3	4+
			100.0%	110.5%	121.0%
	ATHLETICS-HIGH SCHOOL	%	BASE	MID-RANGE	MAXIMUM
	==========	========	========	========	========
1	Athletic Director	12.5%	3,393	3,749	4,106
2	Head Coach, Football, Volleyball, Basketball	12.5%	3,393	3,749	4,106
3	Assistant Coach Football, Volleyball, Basketball	8.0%	2,172	2,400	2,628
4	Freshman Coach Volleyball, Basketball	5.8%	1,574	1,739	1,905
5	Head Track Coach	8.6%	2,334	2,579	2,824
6	Assistant Track Coach	0.0%	0	0	0
7	Golf Coach	4.0%	1,086	1,200	1,314
8	Extra Pay for having both boys & girls Golf	0.0%	0	0	0
9	Cross Country	4.0%	1,086	1,200	1,314
10	Girls Summer Softball & Boys Baseball	12.5%	3,393	3,749	4,106
11	Assistant Baseball or Softball Coach	8.0%	2,172	2,400	2,628
	ATHLETICS - JUNIOR HIGH SCHOOL	========	========	========	========
12	Head Coach, Football, Volleyball, Basketball	5.7%	1,547	1,709	1,872
13	Assistant Coach Football, Volleyball, Basketball	4.0%	1,086	1,200	1,314
14	Head Track Coach	4.4%	1,194	1,319	1,445
15	Assistant Track Coach	3.0%	814	899	985
16	5th & 6th Basketball over a 9 week period	1.7%	461	509	558
	SPEECH AND MUSIC ACTIVITIES	========	========	========	========
17	School Plays or Musical (each)	4.8%	1,303	1,440	1,577
18	Speech	3.3%	896	990	1,084
19	Instrumental and contest work	12.5%	3,393	3,749	4,106
20	Assistant High School Instrumental	1.7%	461	509	558
21	Summer Band Lessons (Use hourly rate from Supp. pay)	PER HOUR	$0.00	EST. 2 LESSONS PER HR	
22	Vocal and Contest Work	6.9%	1,873	2,070	2,266
23	Elementary Instrumental	3.4%	923	1,020	1,117
24	Elementary Vocal Director	3.4%	923	1,020	1,117
25	Junior High Instrumental	3.0%	814	899	985
26	Junior High Vocal	1.7%	461	509	558
	MISCELLANEOUS SPONSORS AND ACTIVITIES	========	========	========	========
27	Annual	0.0%	0	0	0
28	Department Heads	0.0%	0	0	0
29	Newspaper	0.0%	0	0	0
30	National Honor Society	1.5%	407	450	492
31	Quiz Bowl	2.5%	679	750	822
32	Photography	3.4%	923	1,020	1,117
33	Junior Class (Divided among sponsors)	2.8%	Only Maximum Level Use		920
34	Summer Driver Education - Per Student	0.55%	$149.00	Per Student	
35	Elem. T.A.G. (if in addition to a full teaching load)	2.1%	570	630	690
36	Sec. T.A.G. (if in addition to a full teaching load)	2.1%	570	630	690
37	F.F.A.	0.0%	0	0	0
38	F.C.C.L.A.	2.2%	597	660	722
39	High School Cheerleaders	4.0%	1,086	1,200	1,314
40	High School Pep Club	1.0%	271	299	328
41	Junior High Cheerleaders (with pep club)	0.0%	0	0	0