CENTRAL CSD/EA 06-07
LEE

2006-2007

2007-2008

# MASTER CONTRACT

between

the

CENTRAL LEE COMMUNITY SCHOOL DISTRICT

and the

CENTRAL LEE EDUCATION ASSOCIATION

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# ARTICLE I

## RECOGNITION AND DEFINITIONS

**The Board of Directors of School District Central Lee Community, hereinafter referred to as the 'Board', recognizes the Central Lee Community Education Association, hereinafter referred to as the 'Association', as the sole and exclusive negotiating agent for those employees of the District within the bargaining unit description decided and ordered by the Public Employment Relations Board, Case No. 297, on the 9th day of June 1975, and as certified by the Public Employment Relations Board on the 14th of October 1975, said description being as follows:**

**The unit described in the above certification is as follows:**

**INCLUDED: All classroom teachers, guidance counselors, nurse, remedial reading teachers, librarian, special education teachers: educationally mentally disabled, behaviorally disordered, special learning disabilities and talented and gifted.**

**EXCLUDED: Bus drivers, secretaries, cooks, custodians, aides (full or part time), study hall monitors (not certified), principals, superintendent, and all others excluded by Section 4 of the Act. Also excluded shall be all substitute teachers and any coach who is not also a classroom teacher under contract with the Central Lee Community School District.**

**Definitions**

1. **The term "Board" as used in this agreement shall mean the Board of Education of the Central Lee Community School District or its duly authorized representatives or agents.**

2. The term "Bargaining Unit Employee" as used in this agreement shall mean only those professional employees considered to be included in the bargaining unit as defined above.

3. The term "Association" as used in this agreement shall mean the Central Lee Community Education Association or its duly authorized representatives or agents.

ARTICLE I TENTATIVELY AGREED 2-20-90
Retyped 1994-95

Original on File Signed
ASSOCIATION CHIEF NEGOTIATOR

by J. Haugen & M. Wilhelm
BOARD CHIEF NEGOTIATOR

## ARTICLE II

## GRIEVANCE PROCEDURE

A. <u>Definitions</u>

1. Grievance- Grievance under this procedure shall be limited to a claim by a Bargaining Unit Employee or a group of Bargaining Unit Employees that there has been a misinterpretation or misapplication of this agreement. In the event a written grievance is filed, it must list the specified provision or provisions and relief sought for the alleged violation.

B. <u>Purpose and Scope</u>

1. Every bargaining unit employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

2. Failure of a bargaining unit employee (or in event of an appeal to arbitration, the Association) 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. Time limits set forth herein can be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of fifteen (15) days thereafter. The time limits, however, may be extended or reduced by mutual agreement.

3. As used herein, 'day' shall mean bargaining unit employee employment day, except during the summer recess when it shall mean days on which the Board's business office is open.

4. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant, witnesses, their designated or selected representatives and parties of interest from within the board and the administration. Any aggrieved person may be represented at all stages of the grievance procedure by the bargaining unit employee, or at his/her option by a representative selected or approved by the Association. When a bargaining unit employee is not represented by the Association, the Association shall have the right to be present as a party of interest at all levels and shall be notified of all meetings and hearings. It is agreed that any investigation or other handling or processing of any grievance by the grieving bargaining unit employee 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 bargaining unit employee or bargaining unit employees.

C. Procedure

1. First Step: An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant and the building principals or involved supervisor. When requested by the bargaining unit employee, the Association representative may accompany the bargaining

unit employee to assist in the informal resolution of the grievance.

2. Second Step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing on Schedule A with the involved supervisor or building principal. The written grievance, shall state the nature of the grievance, shall note the specific clause or clauses of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance. The appropriate building principal or involved supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the grievant and the president of the Association.

3. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file, within ten (10) days of the involved supervisor or building principal's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the grievant and the Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) days of such grievance meeting and communicate it in writing to the bargaining unit employee and the Association. The grievant may be accompanied at such meeting with a representative. A representative of the

Association may also attend such a meeting.

4. Fourth Step: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving bargaining unit employee to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days; after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of at least five (5) arbitrators from which a striking process will begin. The requesting party shall strike first within four (4) days. Each party, thereafter, will have one day to strike a name. The remaining name shall be the Arbitrator.

5. If the Association or any bargaining unit employee has cause to file a grievance, the Association and/or bargaining unit employee shall file the grievance on form A described and included in the Master Contract on page 11. Failure to do so would relieve the Board of the responsibility to process the grievance.

6. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

7. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the presentations, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator, in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented him/her, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

D. Reprisals

No reprisals of any kind shall be taken by the Board or the Administration against a bargaining unit employee(s) because of his/her participation in this grievance procedure.

E. Class Grievance

**If, in the judgement of the Association, a grievance affects one or more bargaining unit employees or one or more building Principals, and grievances involving an administrator above the building level, the President of the Association may initially file the grievance at Step 3. (The filing of the formal written class grievance must be within fifteen (15) days from the date of occurrence of the event giving rise to the grievance.)**

7/90 SCHEDULE A

(FORM ON LEGAL PAPER)

GRIEVANCE REPORT #_____

_____
Date Filed

CENTRAL LEE COMMUNITY SCHOOL DISTRICT

Distribution of Form

_____Building

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

_____
Name of Aggrieved Person

**********

LEVEL II

A. Date Alleged Violation Occurred_____

B. Section(s) of Contract Violated_____

C. Statement of Grievance_____

_____

D. Relief Sought_____

_____
SIGNATURE DATE

E. Disposition by Principal or Immediate Supervisor_____

_____
SIGNATURE OF PRINCIPAL OR IMMEDIATE SUPERVISOR DATE

SCHEDULE A
GRIEVANCE REPORT Cont.
LEVEL III

A. _____
Signature of Aggrieved Person  Date Received by Superintendent

B. Disposition by Superintendent or Designee_____

_____
Signature of Superintendent or Designee  Date

**********

LEVEL IV

A. _____
Signature of Aggrieved Person  Signature of Association President

B. _____  _____
Date Submitted to Arbitration  Date Received by Arbitration

C. Disposition and Award of Arbitration_____

_____

_____  _____
Signature of Arbitrator  Date of Decision

ARTICLE II + FORMS TENTATIVELY AGREED 11-30-89
Retyped 1994-95

Original on File  signed
ASSOCIATION CHIEF NEGOTIATOR

by J Haugen + M. Withelm
BOARD CHIEF NEGOTIATOR

## ARTICLE III

## EMPLOYEE RIGHTS

**The Board pursuant to Chapter 731 of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every certified bargaining unit employee of the Board shall have the right to freely choose to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection.**

**ARTICLE III TENTATIVELY AGREED** 12-3-87
Retyped 1994-95

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**

by K. Nelson + M. Wilhelm
**BOARD CHIEF NEGOTIATOR**

## ARTICLE IV

## MANAGEMENT RIGHTS

**It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Directors as provided in chapter 20.7 Code of Iowa which are not limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.**

**This Article shall not be construed to prohibit such disciplinary actions or termination proceedings of a teacher by the Board that are authorized by court decisions and Iowa Statutes, which now or hereafter exist.**

**ARTICLE IV TENTATIVELY AGREED** 12-3-87
Retyped 1994-95

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**

by K. Nelson + M. Wilhelm
**BOARD CHIEF NEGOTIATOR**

## ARTICLE V

## ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meeting in no way interferes with any aspect of the instructional process. Any out of pocket expenses to the District resulting from such meetings will be borne by the Association. As appropriate, given school district policy, such meetings will be scheduled with the district office, or local school.

The Association shall also have the right to reasonable use of materials and equipment not otherwise in use. Consumable materials used by the Association will be paid for by the Association, subject to permission of the building supervisor or designee.

B. Communications

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business on behalf of the members of the negotiating unit. These announcements shall only include Association newsletters (either local or Geode District), membership return information, notifications concerning Association meetings or negotiation surveys. Other Association business documents may be transmitted through the faculty mailboxes only after being viewed by, and allowed by, the Superintendent and/or building principal at the time of distribution to

the Association members.

C. Access to Members

Representatives of the Association's affiliates, not to exceed 3, upon identifying themselves to Building Principal or his/her designee, shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE V TENTATIVELY AGREED 2-20-90
Retyped 1994-95

Original on File signed
ASSOCIATION CHIEF NEGOTIATOR
by K. Nelson + M. Wilhelm
BOARD CHIEF NEGOTIATOR

## ARTICLE VI

## DUES DEDUCTION

A. <u>Authorization</u>

Any bargaining unit employee, as defined in Article I herein, who is a member of the Association or who has applied for membership may request a payroll deduction of Association dues by signing and delivering to the Board an assignment authorization on a form provided by the Association and in conformance with Schedule C. Said form must be filed with the Board Secretary on or before the lst day of October in order to have dues deducted that contract year. Bargaining unit employees who fail to make written request by October lst will not have their dues deducted by the Board unless the Board would otherwise agree and excepting bargaining unit employees hired after October lst. It is solely the responsibility of the Association to inform its members of the dues deduction procedure. The Board will provide the requesting bargaining unit employee written confirmation of deduction as provided on Schedule C.

B. <u>Regular Deduction</u>

Pursuant to deduction authorization, the Board shall deduct one twentieth (1/20th) of total dues from the regular salary check of the bargaining unit employee each month for ten (10) months, beginning in October and ending in July of each year. Dues do not include collection of initiation fees, special assessments, back due fines or similar items. Dues do not include political contributions. The Associations' designated official will receive the collected dues on the 30th of each month over

the designated ten (10) month period.

C. Pro-rated Deduction

Bargaining unit employees requesting dues deduction and employed after October 1st shall have the total dues pro-rated on the basis of the remaining months of employment through July.

D. Duration

Such authorization shall continue in effect from year to year, unless revoked in writing by a thirty (30) day notice to the Board. Upon revocation by bargaining unit employee for authorization of dues deduction, the Board's responsibility for collection ceases.

E. Transmission of Dues

The Board may provide information to the Association as to the total monthly deduction for professional dues upon the Association's request each regular period, and may provide information as to a listing of the bargaining unit employee for whom deduction was made.

F. Hold-Harmless Clause

The Association agrees to indemnify 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.

## SCHEDULE C

## REQUEST FOR ASSOCIATION DUES DEDUCTION

## CENTRAL LEE COMMUNITY SCHOOL DISTRICT

## DONNELLSON, IOWA

**Incident to my contract of employment with the Central Lee Community School District, Donnellson, Iowa and pursuant to the provisions for Dues Deduction as provided for Central Lee Community School Bargaining Unit Employees in the 1976-77 negotiated agreement, I hereby request the Board of Directors of said school district to deduct in the gross amount of ($_____)_____ dollars, in twenty installments in the amount of _____ per installment, and that my contract of employment be issued or modified accordingly.**

**Dated and signed this____day of 20___.**

_____

**SIGNATURE OF EMPLOYEE**

**ARTICLE VI & FORM TENTATIVELY AGREED** 2-26-90 Retyped 1994-95

Original on File signed

**ASSOCIATION CHIEF NEGOTIATOR**

by J. Haugen + M. Wilhelm

**BOARD CHIEF NEGOTIATOR**

# ARTICLE VII

## HEALTH PROVISIONS

The Board shall require of a new bargaining unit employee by the first contract day of the school year a written report of a medical examination. This examination shall include a test for tuberculosis. If a problem arises, whereby a physical cannot be taken, this date may be extended by the superintendent. The District will contribute a maximum of fifty dollars ($50.00) toward the cost of the medical examination, as dictated by this clause as per physical examination report for employees in board policy.

For all other bargaining unit employees, who elect to have a physical examination, the district will contribute a maximum of fifty dollars ($50.00) no more than once every three (3) years towards the cost of a medical examination. For these optional physical examinations, a statement of payment from the doctor or insurance company must be submitted to the district for reimbursement.

In either case, the District will provide for the cost of a "required x-ray" due to a person being a positive reactor to the TB skin test. Also, in either case, sick leave may not be used to obtain a physical under this article.

ARTICLE VII TENTATIVELY AGREED 6-1-06

ASSOCIATION CHIEF NEGOTIATOR

BOARD CHIEF NEGOTIATOR

## ARTICLE VIII

## SAFETY PROVISIONS

**The safety of occupants of the facilities under control of the employer is of utmost importance. In order to maintain this safety, bargaining unit employees shall conduct themselves in a manner assuring non-injury to themselves and others. Any physical factor known by the Board or Administration to be unsafe will be remedied, temporarily repaired, made inaccessible or otherwise attended to within a reasonable length of time.**

**The Board recognizes the right of employees to defend themselves or students when the safety of either or both is threatened as long as the procedures used are consistent with Board Policies, Administrative regulations and/or existing laws related to student discipline and the use of reasonable force.**

**Each new bargaining unit employee, upon employment by the District, will be provided with a copy of all Board Policies which deal with the safety of the bargaining unit employee and the students in his/her charge. Upon revision or addition to, all bargaining unit employees will be provided with an update of Board Policies dealing with safety.**

**ARTICLE VIII TENTATIVELY AGREED** 12-3-87
Retyped 1996-97

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**

by K. Nelson + M. Wilhelm
**BOARD CHIEF NEGOTIATOR**

## ARTICLE IX

## TEMPORARY LEAVES

A. Sick Leave

1. Each bargaining unit employee, as defined in Article I herein, shall be granted fifteen (15) days paid sick leave each year.

   If there should be an unused portion of sick leave in any one year, it shall be accumulated up to a maximum of 135 days. No bargaining unit employee shall ever have available any more than 135 days accumulated sick leave in any one year.

2. Sick leave is an absence from work for personal illness or injury and shall include planned sick leave. Planned sick leave shall include checkups and appointments, which cannot be made at a time that does not conflict with the bargaining unit employee's duties with the District. Any bargaining unit employee making a claim for paid sick leave in excess of five (5) consecutive working days or a bargaining unit employee who is absent more than ten (10) work days in a month from his/her duties because of illness shall provide a medical report from a bargaining unit employee's physician confirming the necessity for the leave.

3. A bargaining unit employee shall be granted ten (10) days of family illness leave per year, noncumulative, for care of unmarried children, including step children or foster children, living at home or attending school elsewhere, spouse or parent illness, and legal dependent. The days so used shall be deducted from accumulated sick leave.

Any additional use of sick leave may be granted at the sole discretion on the superintendent.

Emergency Leave

1. A leave of not more than five (5) working days, noncumulative, per contract year, shall be granted in case of death or a life threatening illness or accident in the immediate family of the bargaining unit employee. Immediate family shall be limited to the following: spouse, children, step children, foster children, parents, step parents, foster parents, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, mother-in-law, father-in-law, aunt, uncle, niece and nephew.

This leave can only be granted by the superintendent and shall not be used for any other purpose than what is herein stated.

At the sole discretion of the superintendent, a bargaining unit employee may be granted emergency leave in case of a life threatening illness or death of a close personal friend or relative whose personal relationship to the bargaining unit employee was in fact equivalent to

the ties of blood recognized in the above provisions.

2. This emergency leave is in addition to regular sick leave allowed all bargaining unit employees of the Central Lee District. It is understood, however, that the emergency leave is not cumulative.

3. One (l) day of Emergency Leave (minimum of one-half (l/2) day at a time) per contract year, noncumulative, shall be allowed a bargaining unit employee to attend the funeral of a close friend, close friend's family or relative, provided a substitute or supervisor can be found.

4. Additional days may be allowed at the sole discretion of the superintendent.

C. Job Related Injury

1. Absence of a bargaining unit employee due to an on the job injury shall be compensated through the Workman's Compensation Policy currently in effect at the time of the incident.

2. If the bargaining unit employee receives full pay, either by signing the workers' compensation checks over to the district and receives a normal pay check or the district pays the difference between workers' compensation and the normal daily pay directly to the individual, then a full day shall be deducted from the bargaining unit employee's sick leave according to Section 279.40 Code of Iowa.

If the bargaining unit employee receives only the

workers' compensation pay, then sick leave shall be deducted in the same proportion that workers' compensation is to the normal daily pay.

D. Other Leaves

1. Professional Leave: The superintendent has sole discretion to grant paid professional leave. A bargaining unit employee must submit documentation to the Superintendent concerning the need for the leave, the usage of the leave, benefits which the bargaining unit employee and District will receive, and in what ways the requested leave relates to the individual bargaining unit employee's teaching and/or extracurricular area. Said documentation and request shall be made in writing by the bargaining unit employee to the superintendent at least five school days in advance of the requested leave unless notification of the event is not received by the bargaining unit employee at least five days prior to the leave in which case the bargaining unit employee shall inform the superintendent of the request as soon as possible.

2. Personal Leave: The superintendent may grant three (3) days of paid personal leave, noncumulative, each contract year. Written request for the leave by the bargaining unit employee must be received by the superintendent at least three (3) days prior to the leave. The three (3) day requirement may be waived, at the

discretion of the superintendent, in case of emergency. For leaves used to extend holidays application must be made at the Superintendent's Office no more than sixty (60) calendar days or less than three (3) days prior to the day(s) the leave is to be used. Said leave shall not be granted in conflict with the following:

a. Leave not to be granted for activities which are commonly performed on non teaching days.

b. Leave shall not be used the first two, (2), or last two (2) weeks of school except in extreme emergency and/or upon approval of the superintendent.

c. Leave shall not be granted for more than three (3) bargaining unit employees per day.

d. Length of leave minimum of one-half (l/2) day.

e. Bargaining unit employee shall be reimbursed in his/her August check for each unused personal leave day (total of (3) three days). The amount paid per day will be equal to the amount paid to a substitute teacher, for one day, at the beginning of that particular contract year.

3. Association Leave: Up to a total of ten (10) days per contract year will be available for representatives of the Association to attend conferences, conventions or other activities of the

state and national affiliated organizations. Said leave will be with full pay, with all other expenses for said attendance (including substitute pay), if a substitute is used, to be paid by the Association. Leave will be granted by said bargaining unit employee's immediate supervisor and superintendent. Five (5) working days written notice must be provided the immediate supervisor for said leave to be granted.

4. Maternity Leave:

a. Except as hereafter modified, maternity leave will be treated like any other temporary illness pursuant to Section A of Article IX-Temporary Leaves-Sick Leave. Sick leave benefits for maternity leave, to the extent of a bargaining unit employee's accumulated sick leave, shall be paid during the time a bargaining unit employee is not capable of performing duties as determined and verified by a bargaining unit employee's physician.

b. As soon as medically determined, the bargaining unit employee shall give written notice to the building principal of the projected dates of termination and recommencement of duties.

c. If a bargaining unit employee desires to shorten or extend the time periods specified in subsection b., the bargaining unit employee shall furnish the building principal a statement from the bargaining

unit employee's physician as to the necessity and reasons for such. The bargaining unit employee's accumulated sick leave shall then apply to such extension.

5. Adoption Leave:

Bargaining unit employees who are in the process of adopting a child shall provide a written statement to the superintendent from the adoption agency or medical doctor attending the child as to the need for a bonding period not to exceed two weeks, unless medical conditions warrant a longer period of time. The bonding time, as specified, will be deducted from the bargaining unit employee's accumulated sick leave.

E. Extended Leave.

1. Military Leave: A bargaining unit employee employed by the Central Lee School District being called to active duty in the military service shall be entitled to a leave of absence from employment for the period of such active state or federal service without loss of pay during the first thirty (30) days of such leave of absence. (Iowa Code 29A.28). Such bargaining unit employee shall retain employment status.

2. Public Office: As per Chapter 55, Code of Iowa

3. **Public Duty: Jury Duty-Leave without loss of pay shall be granted by the Superintendent in cases of jury duty or subpoena. If the bargaining unit employee is paid for this public duty, the district will, upon verification provided by the bargaining unit employee, pay the difference between the payment for the public duty and the bargaining employee's daily wage.**

4. **Extension Without Pay:**

   a. **Extended leave without pay beyond the accrued sick leave may be granted by the Board for up to one (l) school year to a bargaining unit employee for personal illness or injury; or illness or injury of an immediate family member (immediate family to include spouse, children, step children, foster children and parents, if living in the bargaining unit employee's household), if, by a doctor's opinion, said leave is deemed necessary. Written application must be received by the superintendent thirty (30) days before the requested leave is to begin. Bargaining unit employees on an extended sick leave may maintain existing insurance coverage by paying their insurance premium by the 25th day of each month to the superintendent's office during the leave of absence. The Board is not responsible for providing insurance coverage if the bargaining unit employee fails to remit insurance premium by the 25th of the month. Bargaining unit employees on**

leave under this section will maintain other employment rights.

b. (1) A bargaining unit employee with three (3) years of bargaining unit service in the District may be granted by the Board a one (1) school year leave of absence to do advanced work in education at an approved college or university, provided a satisfactory replacement can be employed for that year. The bargaining unit employee must make written request to the Board and superintendent on or before March 1st of the preceding school year. The written request must contain a complete explanation as to the necessity for the leave, the benefits the bargaining unit employee and District will receive and in what ways the additional education will benefit and relate to the individual bargaining unit employee's teaching and/or extracurricular area. After receiving the leave, the bargaining unit employee may apply for one additional leave under this section, provided he/she has been employed for a minimum of an additional three (3) years of bargaining unit service in the District after receiving the first leave.

(2) A bargaining unit employee with

three (3) years of service in the District may be granted by the Board a one (1) school year leave of absence. The bargaining unit employee must make written request to the Board and superintendent on or before March 1st of the preceding school year unless an emergency situation arises. The written request must contain a complete explanation as to the necessity for the leave.

(3) The bargaining unit employee shall be expected to return to the system and teach at least one (1) year after the leave has been completed.

c. A bargaining unit employee shall take a maximum of one (1) year's leave of absence without pay when requested by the Board due to health reasons, if by a doctor's opinion said leave is deemed necessary.

d. The amount of leave allowed to any bargaining unit employees, past or present, shall not be precedential.

F. Medical Examination

In the case of all leaves in Article IX, which pertain to a bargaining unit employee's health, except maternity leave under Section D (4), a bargaining unit employee, when requested by the Board shall present himself/herself

before the District's appointed doctor in order to obtain an opinion as to a bargaining unit employee's physical status to perform their work upon the request of the Board. The doctor's fee shall be the responsibility of the District. If a conflict of opinion arises between the bargaining unit employee's doctor and the doctor retained by the District, a third doctor, mutually agreed upon, will make a final decision. The cost for this third doctor would be borne by the District.

ARTICLE IX TENTATIVELY AGREED 6-1-06

ASSOCIATION CHIEF NEGOTIATOR

BOARD CHIEF NEGOTIATOR

# ARTICLE X

## WAGES AND SALARY

A. Total salary of each first year newly hired employee or, employee with fewer than four years experience, shall be based on step 4B ($27,116) of the salary schedule, hereinafter referred to as the "Hiring Base". The total salary of all other bargaining unit employees shall be based on step 1B ($24,050) of the salary schedule, hereinafter referred to as the Generator Base.

The Board and Association agree that Phase I and II excellence in education funding monies of $102,887.76 have been included in the base salary for the 2006-07 agreement.

Termination of Phase I and II -Excellence in Education Funding will result in the base salary of Schedule G, Salary Schedule of Article X being rendered null and void unless funding for the same purpose is renamed or allotted in a different manner. If the aforementioned funds are terminated and no reallocation occurs, Schedule G, Salary Schedule, Article X Generator Base will be $23,610. The Hiring Base will be $26,620.

B. <u>Placement on Salary Schedule:</u>

I. Adjustment on salary schedule. Each certified bargaining unit employee shall be placed on his or her proper step of the salary schedule (schedule G) as of the effective date of this agreement-and in accordance with

paragraph 2 below. Any certified bargaining unit employee entering this district for the first time must be employed for 100 contract days to receive advancement on the salary schedule.

2. Credit for experience. Credit up to the tenth (10th) year of any salary level on the bargaining unit employee salary schedule shall be granted for previous outside teaching experience upon initial employment, provided the experience has been within the last ten year period. If the need exists, the Board of Directors may go beyond the tenth year of experience; recognizing the need to hire the best candidate and the difficulty of filling certain positions. The CLEA will be notified of said need to go beyond the tenth year of experience prior to the Board of Directors consummating the contractual offer. Said bargaining unit employee must provide the employer with official documents of said experience and Iowa certification before contract is official.

C. Advancement on Salary Schedule:

1. Increments - Bargaining unit employees will be granted one increment or vertical step on schedule G for each year of service until the maximum for their educational classification is reached. One year of service in the Central Lee Community District consists of 100 contract days of employment. All leaves except extended leaves without pay shall be considered as days of service for this article.

2. Educational Lanes - Bargaining unit employees on the regular salary schedule who move from one educational lane to a higher educational lane, will move to corresponding eligible step on the higher educational lane. Bargaining unit employees may not apply any graduate hours earned prior to a master's degree completion to be used to move to an educational lane above a master's degree. Any hours applied to the salary schedule must be earned after the date the master's degree is awarded.

For a bargaining unit employee to advance from one educational lane to another, he/she shall:

a) File an application For Educational Advancement by Additional Training and Study (yellow form) before taking additional college courses.

b) The District will respond on (green form) - Indication of Additional Training and Study.

c) Bargaining unit employees attaining a new level on the salary schedule must complete and return the lower portion of (green form) - Indication of Additional Training and Study.

d) File by October 30 with the Superintendent an official transcript of grades indicating successful completion of additional educational graduate credit in his/her graduate program and/or teaching field or assignment. A letter from a

college/university official stating that work has been completed will be accepted until the transcript can be secured if obtaining an official transcript by October 30 is an impossibility.

Classes which use Pass/Fail method of grading will be accepted for credit in lane advancement.

D. Method of Payment:

1. Each bargaining unit employee shall be paid in 24 equal installments on the 10th and 25th of the month. Bargaining unit employees shall receive their checks at their regular building and on regular school days unless direct deposit is elected.

2. Exceptions:

a) When a payday falls on or during a school holiday vacation or weekend, bargaining unit employees shall receive their paychecks on the last previous working day.

b) Summer checks, other than summer school teachers, shall be mailed by the eighth (8th) and twenty third (23rd) of the month to the address designated by the bargaining unit employee.

c) Final pay - Each bargaining unit employee may, upon written request to the board, receive consideration for receiving all or any part of his/her earned, contracted

salary on the last period of the in-school work year upon determination of his or her termination of said contract for employment from the Central Lee Community School District.

d) Extended Contract Rate- Bargaining unit employees who exceed their regular teaching load will be additionally compensated as follows:

1) Salary divided by 193 days (or days of service) = per diem rate x number of additional days = additional pay.
2) Bargaining unit employees on extended contract under this section shall be paid according to the above formula per diem rate based on a full work day or a pro rated share thereof (not to be pro rated less than l/2 day).
3) An exception to the above shall be work on curriculum materials which shall be reimbursed at the rate of $25.00 per hour. The Superintendent must grant approval prior to preparation of curriculum materials for the bargaining unit employee(s) to be eligible for payment.

(4) Summer Driver's Education shall be reimbursed at the rate of $150.00 per student.

SALARY SCHEDULE 2006-007

| STEP | A<br>NURSE | B<br>BA | C<br>BA10 | D<br>BA20 | E<br>BA30 | F<br>MA | G<br>MA10 | H<br>MA20 | I<br>MA30 |
|---|---|---|---|---|---|---|---|---|---|
| | 0.9575 | 1.00 | 1.0425 | 1.085 | 1.1275 | 1.17 | 1.2125 | 1.255 | 1.2975 |
| 1 | 23,029 | 24,050 | 25,072 | 26,094 | 27,116 | 28,139 | 29,161 | 30,183 | 31,205 |
| | 1.00 | 1.0425 | 1.085 | 1.1275 | 1.17 | 1.2125 | 1.255 | 1.2975 | 1.34 |
| 2 | 24,050 | 25,072 | 26,094 | 27,116 | 28,139 | 29,161 | 30,183 | 31,205 | 32,227 |
| | 1.0425 | 1.085 | 1.1275 | 1.17 | 1.2125 | 1.255 | 1.2975 | 1.34 | 1.3825 |
| 3 | 25,072 | 26,094 | 27,116 | 28,139 | 29,161 | 30,183 | 31,205 | 32,227 | 33,249 |
| | 1.085 | 1.1275 | 1.17 | 1.2125 | 1.255 | 1.2975 | 1.34 | 1.3825 | 1.425 |
| 4 | 26,094 | 27,116 | 28,139 | 29,161 | 30,183 | 31,205 | 32,227 | 33,249 | 34,271 |
| | 1.1275 | 1.17 | 1.2125 | 1.255 | 1.2975 | 1.34 | 1.3825 | 1.425 | 1.4675 |
| 5 | 27,116 | 28,139 | 29,161 | 30,183 | 31,205 | 32,227 | 33,249 | 34,271 | 35,293 |
| | 1.17 | 1.2125 | 1.255 | 1.2975 | 1.34 | 1.3825 | 1.425 | 1.4675 | 1.51 |
| 6 | 28,139 | 29,161 | 30,183 | 31,205 | 32,227 | 33,249 | 34,271 | 35,293 | 36,316 |
| | 1.2125 | 1.255 | 1.2975 | 1.34 | 1.3825 | 1.425 | 1.4675 | 1.51 | 1.5525 |
| 7 | 29,161 | 30,183 | 31,205 | 32,227 | 33,249 | 34,271 | 35,293 | 36,316 | 37,338 |
| | 1.255 | 1.2975 | 1.34 | 1.3825 | 1.425 | 1.4675 | 1.51 | 1.5525 | 1.595 |
| 8 | 30,183 | 31,205 | 32,227 | 33,249 | 34,271 | 35,293 | 36,316 | 37,338 | 38,360 |
| | 1.2975 | 1.34 | 1.3825 | 1.425 | 1.4675 | 1.51 | 1.5525 | 1.595 | 1.6375 |
| 9 | 31,205 | 32,227 | 33,249 | 34,271 | 35,293 | 36,316 | 37,338 | 38,360 | 39,382 |
| | | 1.3825 | 1.425 | 1.4675 | 1.51 | 1.5525 | 1.595 | 1.6375 | 1.68 |
| 10 | | 33,249 | 34,271 | 35,293 | 36,316 | 37,338 | 38,360 | 39,382 | 40,404 |
| | | 1.425 | 1.4675 | 1.51 | 1.5525 | 1.595 | 1.6375 | 1.68 | 1.7225 |
| 11 | | 34,271 | 35,293 | 36,316 | 37,338 | 38,360 | 39,382 | 40,404 | 41,426 |
| | | | 1.51 | 1.5525 | 1.595 | 1.6375 | 1.68 | 1.7225 | 1.765 |
| 12 | | | 36,316 | 37,338 | 38,360 | 39,382 | 40,404 | 41,426 | 42,448 |
| | | | 1.5525 | 1.595 | 1.6375 | 1.68 | 1.7225 | 1.765 | 1.8075 |
| 13 | | | 37,338 | 38,360 | 39,382 | 40,404 | 41,426 | 42,448 | 43,470 |
| | | | | 1.6375 | 1.68 | 1.7225 | 1.765 | 1.8075 | 1.85 |
| 14 | | | | 39,382 | 40,404 | 41,426 | 42,448 | 43,470 | 44,493 |
| | | | | 1.68 | 1.7225 | 1.765 | 1.8075 | 1.85 | 1.8925 |
| 15 | | | | 40,404 | 41,426 | 42,448 | 43,470 | 44,493 | 45,515 |
| | | | | | 1.765 | 1.8075 | 1.85 | 1.8925 | 1.935 |
| 16 | | | | | 42,448 | 43,470 | 44,493 | 45,515 | 46,537 |
| | | | | | 1.8075 | 1.85 | 1.8925 | 1.935 | 1.9775 |
| 17 | | | | | 43,470 | 44,493 | 45,515 | 46,537 | 47,559 |
| | | | | | | 1.8925 | 1.935 | 1.9775 | 2.02 |
| 18 | | | | | | 45,515 | 46,537 | 47,559 | 48,581 |
| | | | | | | 1.935 | 1.9775 | 2.02 | 2.0625 |
| 19 | | | | | | 46,537 | 47,559 | 48,581 | 49,603 |
| | | | | | | | 2.02 | 2.0625 | 2.105 |
| 20 | | | | | | | 48,581 | 49,603 | 50,625 |
| | | | | | | | 2.0625 | 2.105 | 2.1475 |
| 21 | | | | | | | 49,603 | 50,625 | 51,647 |
| | | | | | | | | 2.1475 | 2.19 |
| 22 | | | | | | | | 51,647 | 52,670 |
| | | | | | | | | 2.19 | 2.2325 |
| 23 | | | | | | | | 52,670 | 53,692 |
| | | | | | | | | | 2.275 |
| 24 | | | | | | | | | 54,714 |
| | | | | | | | | | 2.3175 |
| 25 | | | | | | | | | 55,736 |

PHASE I AND II DOLLARS INCLUDED IN BASE

CAREER INCREMENT: 5% ADDITIONAL COMPENSATION YEARLY FOR BA +30, MA, MA +10, MA +20 & MA +30 WHEN ON MAXIMUM LEVEL STARTING THE SECOND YEAR

ALL PERCENTAGES FIGURED ON $24,050 GENERATOR BASE

THE HIRING BASE IS STEP 4B ($27,?16)

SCHEDULE BASED ON 193 DAYS

EXTRA DUTY COMPENSATION 2005-06 (% Current Base)

| SCHEDULE E | 1-5 | 6-10 | 11-15 | 16-19 | 20+ |
|---|---|---|---|---|---|
| SENIOR HIGH | YRS | YRS | YRS | YRS | YRS |
| ATHLETIC DIR. | 14.5 | 15.5 | 16.5 | 17.5 | 18.5 |
| Weight Coach$15.00/hr maximum of 330 hr/yr | | | | | |
| HEAD COACHES | | | | | |
| Volleyball | 12.0 | 13.0 | 14.0 | 15.0 | 16.0 |
| Football | " | " | " | " | " |
| Basketball(boys) | " | " | " | " | " |
| " (girls) | " | " | " | " | " |
| Wrestling | " | " | " | " | " |
| Baseball | " | " | " | " | " |
| Softball | " | " | " | " | " |
| Track (boys) " | " | " | " | " | |
| "(girls) | " | " | " | " | " |
| Soccer | 12.0 | 13.0 | 14.0 | 15.0 | 16.0 |
| Cross Country | | | | | |
| (boys) | 7.5 | 8.5 | 9.5 | 10.5 | 11.5 |
| (girls) | " | " | " | " | " |
| (Combined) | 9.5 | 10.5 | 11.5 | 12.5 | 13.5 |
| Golf(boys) | " | " | " | " | " |
| (girls) | " | " | " | " | " |
| (Combined) | 9.5 | 10.5 | 11.5 | 12.5 | 13.5 |
| ASSIST COACHES | | | | | |
| Football (3) | 9.0 | 9.5 | 10.0 | 10.5 | 11.0 |
| Basketball(boys)(2) | " | " | " | " | " |
| " (girls) "(2) | " | " | " | " | |
| Baseball (summer) | " | " | " | " | " |
| Softball (summer) | " | " | " | " | " |
| Soccer (2) | " | " | " | " | " |
| Track (B/G) | " | " | " | " | " |
| Volleyball (2) | " | " | " | " | " |
| Wrestling | " | " | " | " | " |

| MDL SCH 7-8 | 1-5 YRS | 6-10 YRS | 11-15 YRS | 16-19 YRS | 20+ YRS |
|---|---|---|---|---|---|
| Coaches | | | | | |
| Volleyball (2) | 8.0 | 8.5 | 9.0 | 9.5 | 10.0 |
| Football (2) | " | " | " | " | " |
| Basketball | | | | | |
| (7th boys) | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| (8th boys) | " | " | " | " | " |
| (7th girls) | " | " | " | " | " |
| (8th girls) | " | " | " | " | " |
| Softball | | | | | |
| (7th girls) | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| (8th girls) | " | " | " | " | " |
| Baseball | | | | | |
| (7th boys) | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| (8th boys) | " | " | " | " | " |
| Combined Seasons | | | | | |
| Boys | 9.5 | 10.0 | 10.5 | 11.0 | 11.5 |
| Girls | " | " | " | " | " |
| Wrestling(7th) | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| " (8th) | " | " | " | " | " |
| Wrestling(combined seasons) | 9.5 | 10.0 | 10.5 | 11.0 | 11.5 |
| Track (boys) | 8.0 | 8.5 | 9.0 | 9.5 | 10.0 |
| " (girls) | " | " | " | " | " |
| Soccer(Co-Ed) | " | " | " | " | " |

* (All percentages above are of Current Generator Base)

| OTHER RESPONSIBILITIES | | | | | |
|---|---|---|---|---|---|
| Chaperone | | | | | |
| (varsity) | 3.5 | 4.0 | 4.5 | 5.0 | 5.5 |
| (fresh-soph) | 3.0 | 3.5 | 4.0 | 4.5 | 5.0 |

POSITIONS WILL BE FILLED AT THE DISCRETION OF THE ADMINISTRATION AND BOARD OF EDUCATION PENDING NUMBER OF PARTICIPANTS

A coach hired for a position for the first time may be granted credit up to ten (10) years previous experience.

VARSITY SCOUTING

A school vehicle will be provided when available. District will not provide mileage reimbursement.

MISCELLANEOUS

| | 1-5 YRS | 6-10 YRS | 11-15 YRS | 16-19 YRS | 20+ YRS |
|---|---|---|---|---|---|
| Speech | | | | | |
| Small group | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| Large | " | " | " | " | " |
| All School Play | | | | | |
| Director | 8.0 | 8.5 | 9.0 | 9.5 | 10.0 |
| School Musical | | | | | |
| (Every 3rd yr.) | 8.0 | 8.5 | 9.0 | 9.5 | 10.0 |
| School Annual | 10.0 | 10.5 | 11.0 | 11.5 | 12.0 |
| MUSIC | | | | | |
| Dept. Chair | 1.5 | 1.75 | 2.0 | 2.25 | 2.5 |
| Vocal & 1st | | | | | |
| Show Choir | 10.0 | 10.5 | 11.0 | 11.5 | 12.0 |
| 2nd Sh Ch | 6.5 | 7.0 | 7.5 | 8.0 | 8.5 |
| 7/8 Show Choir | 3.0 | 3.5 | 4.0 | 4.5 | 5.0 |
| HS Inst. | 10.0 | 10.5 | 11.0 | 11.5 | 12.0 |
| As't HS Ins | 2.0 | 2.25 | 2.5 | 2.75 | 3.0 |
| Music. Aux. | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 |
| 7/8 Vocal | | | | | |
| Instrum. | 9.0 | 9.5 | 10.0 | 10.5 | 11.0 |
| 7/8 Jazz Band | 3.0 | 3.5 | 4.0 | 4.5 | 5.0 |
| VOCAL MUSIC | | | | | |
| 1/2 time or | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 |
| Elem. | 5.0 | 6.0 | 7.0 | 8.0 | 9.0 |
| CONCESSIONS HS | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |

MISCELLANEOUS CONT.

| | 1-5 YRS | 6-10 YRS | 11-15 YRS | 16-19 YRS | 20+ YRS |
|---|---|---|---|---|---|
| AUDIOVISUAL DIRECTOR | | | | | |
| High School | 5.0 | 5.5 | 6.0 | 6.5 | 7.0 |
| K-8 | 2.5 | 3.0 | 3.5 | 4.0 | 4.5 |
| CHEERLEADER SPONSOR HIGH SCHOOL | | | | | |
| Football, Basketball, Wrest. (3) | 2.75 | 3.0 | 3.25 | 3.5 | 3.75 |
| DANCE TEAM SPONSOR HIGH SCHOOL | 2.75 | 3.0 | 3.25 | 3.5 | 3.75 |
| STUDENT COUNCIL | | | | | |
| High School | 7.5 | 8.0 | 8.5 | 9.0 | 9.5 |
| Middle Schl | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 |
| JUNIOR CLASS SPONSOR | | | | | |
| Chair (1) | 2.0 | 2.5 | 3.0 | 3.5 | 4.0 |
| Helper (3) | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 |
| Quiz Bowl(2) | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 |
| Future Prob. Solv. | " | " | " | " | " |
| Acad. Decathlon(1) | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 |
| Science Club(2) | " | " | " | " | " |
| Spanish Club | " | " | " | " | " |
| NHS | " | " | " | " | " |
| FBLA | " | " | " | " | " |
| AFS | " | " | " | " | " |
| Computer Club | " | " | " | " | " |
| SADD | " | " | " | " | " |
| Art Club(HS) | " | " | " | " | " |

| VOLLEYBALL | VARSITY | JV OR JUNIOR HIGH |
|---|---|---|
| Timer | $16.00 | $10.00 |
| Scorer | " | " |
| FOOTBALL | | |
| Timer | $16.00 | $10.00 |

| | | |
|---|---|---|
| Announcer | " | " |
| BASKETBALL | VARSITY | JV OR JUNIOR HIGH |
| Timer | $16.00 | $10.00 |
| Scorer | " | " |
| WRESTLING | | |
| Timer | $16.00 | $10.00 |
| Scorer | " | " |
| SOCCER | | |
| Timer | $16.00 | $10.00 |
| Scorer | " | " |
| TRACK | | |
| Starter | $16.00 | |
| Clerk of Court | " | |

MAJOR MEETS AS DETERMINED BY PRINCIPAL

Workers $5.00

Maximum expense by the board $200 per track season (This maximum refers to the above $5.00 workers).

Detention hall shall be voluntary and paid at the rate of $20.00 per hour providing there are adequate personnel available. If after the initial request for voluntary workers fails to provide adequate supervision, the following policy will be followed: Detention hall supervision will be assigned on a rotating basis, one week each time, not to include the Athletic Director. Coaches will not be assigned to Detention Supervision during their given sport season, but will be assigned during non-coaching time.

ARTICLE X TENTATIVELY AGREED 6-1-06

ASSOCIATION CHIEF NEGOTIATOR

BOARD CHIEF NEGOTIATOR

# ARTICLE XI

# INSURANCE

The District agrees to provide all bargaining unit employees the following insurance:

A. <u>Health and Major Medical:</u>

Each full time bargaining unit employee of the Central Lee Community School District shall be covered by a single person health and major medical program ($500 deductible coverage in effect as of 2006-07 contract) - the single premium to be paid by the district. In addition, the district shall contribute the cost of $206.07 per month per full time bargaining unit employee towards the family health and major medical insurance. If a full time bargaining unit employee elects not to have family coverage, the dollar amount of $206.07 shall be paid to the bargaining unit employee in the form of a tax sheltered annuity or 125 plan. All bargaining unit employees must make an initial written application for said insurance and/or written termination or change in status of said insurance through the Educational Service Center Office.

Part time bargaining unit employees will be provided health and major medical coverage and/or tax sheltered annuity pro-rated on the same basis as their contract. Less than half time bargaining unit employee - no Insurance coverage. In the event a change in policy becomes necessary, a new policy must be of at least equivalent specifications to the present health and major medical program. The last sentence recognizes the impossibility of any two companies having identical specifications.

B. Long Term Disability Insurance

The Central Lee Community School District will contribute up to age 70, a maximum of .54% net rate as percentage of the covered monthly compensation for equivalent or similar Long Term Disability Insurance as per present specifications. Disability qualifications period being three (3) months (66 2/3 % wages covered).

All bargaining unit employees must make an initial written application for said insurance and/or a written termination or change in status of said insurance through the Educational Service Center Office.

In the event a change in policy becomes necessary, a new policy must be of at least equivalent specifications to the present long term disability program. The last sentence recognizes the impossibility of any two companies having identical specifications.

C. Dental Insurance

Each bargaining unit employee of the Central Lee Community School District shall be covered by a single person dental insurance program - the single premium to be paid by the district. All bargaining unit employees must make an initial written application for said insurance and/or a written termination or change in status of said insurance through the Educational Service Center Office.

In the event a change in policy becomes necessary, a new policy must be of at least equivalent specifications to the present dental program. The last sentence recognizes the impossibility of any two companies having identical specifications.

D. Life Insurance

Each bargaining unit employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of $40,000.

E. "Cafeteria and/or "125" Plan

In the event that the Central Lee Board of Education enters into an agreement with an insurance provider which offers a "Cafeteria" and/or "125" Plan, thereby allowing the bargaining unit employee an optional menu of benefits which are covered under IRS Section 125, the financial contribution for such benefits provided by the Board of Education for each bargaining unit employee shall be equivalent to the sum of the following:

1. The cost of a single person health and major medical program with at least equivalent specifications to ($500.00 deductible) coverage.

2. The cost of a single person dental insurance program with at least equivalent specifications to the present coverage.

3. The cost of a Long Term Disability Insurance Program with at least equivalent specifications as the present coverage, up to .54% net rate as a percentage of the covered monthly compensation up to age 70. Disability qualifications period being three (3) months.

4. The cost of a term life insurance policy which provides a minimum death benefit of $40,000.

5. An additional dollar amount of $206.07 which can be applied to additional single and/or family insurance coverage, tax sheltered annuity or their 125 plan, or any other menu selections.

a. Each bargaining unit employee must make written application and/or written termination through the Educational Service Center Office for all of the above. Mandatory selections required by the "Full Freedom Plan" are:

(1) Single health and major medical insurance unless proof of coverage is provided.
(2) Long Term Disability Insurance
(3) A minimum of $10,000 Basic Life Insurance.

A yearly sign-up procedure will be required.

b. Part time bargaining unit employees shall be provided with a financial contribution which is pro-rated on the same basis as their contract for the health and major medical and tax sheltered annuity portions of this benefit plan.

c. In the event a change in policy becomes necessary, a new policy must be of at least equivalent specifications to the policies as were in effect as of 2006-07 contract with $500/deductible coverage, recognizing the impossibility of any two companies having

identical specifications.

d. If the above plan should be found inappropriate and/or unworkable, this *portion of Article XI shall become null and* void and the insurance program provided to bargaining unit employees by the Central Lee Board of Education shall revert to its 2006-07 Contract status with the exception of any negotiated changes which could occur to increase benefits. (i.e. additional monies added to 5).

ARTICLE XI TENTATIVELY AGREED 6-1-06

ASSOCIATION CHIEF NEGOTIATOR

BOARD CHIEF NEGOTIATOR

# ARTICLE XII

## EMPLOYEE WORK YEAR

A. In-School Work Year

1. Regular Contract-The in-school work year for bargaining unit employees shall not exceed 177 teaching days, 6 holidays, 2 parent/teacher conferences and 8 inservice\workdays as per the calendar; excluding extended contracts.

2. Definition of In-School Work Year - The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which bargaining unit employee attendance is required.

3. Non-Attendance -Bargaining unit employee attendance shall not be required whenever district wide student attendance is not required due to inclement weather or emergency closings.

B. Holidays

The regular and extended contract of bargaining unit employees shall include six paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Years, President's Day, and Memorial Day. No bargaining unit employee shall be required to perform duties on any of the above holidays. Bargaining unit employees must be present the last and first work day before and after said holidays in order to receive compensation for that holiday.

Exceptions would be:

1) if the holiday falls outside the bargaining unit employee work year
2) approved personal leave days used to extend holidays
3) for bonafide illness supported by a doctor's statement, if determined necessary by the building principal.

If the above statement is required, the District will pay for it.

ARTICLE XII TENTATIVELY AGREED 4-28-04
Retyped 2003-04

Original on File signed
ASSOCIATION CHIEF NEGOTIATOR

by R. Ballew + C. Reighard
BOARD CHIEF NEGOTIATOR

## ARTICLE XIII

## EMPLOYEE HOURS AND LOAD

A. Arrival and Departure

Full-time employees will work an 8-hour day given that they will arrive no later than 8:00 a.m. and depart no earlier than 3:30 p.m. unless prior arrangements are made with their building principals. These arrival and departure times are subject to change if the bargaining unit employee is under less than a full-time contract or if mutually agreed to by the board and the individual bargaining unit employee; the arrival and departure times may be modified to accommodate early bird classes. The modification of the arrival and departure times must be comparable to the other bargaining unit employees. Any changes of this nature must be on a volunteer basis and must be mutually agreed to each year. The eight-hour day arrival and departure times may also be modified to facilitate special teacher-parent conferences, faculty meetings, and any other meetings normally requiring time before and after school. An attempt will be made to keep meetings outside these hours to a minimum. On Fridays or on days preceding holidays or vacations, the bargaining unit employee's days shall end after all responsibilities have been concluded, but not later than 4:00 p.m. Exceptions to this time may be made as per the following:

1. For arrival after 8:00 a.m., arrangements are to be made with the building principal at least one day in advance; exceptions would be emergency situations related to illness, weather or

transportation.

2. Arrangements do not interfere with said bargaining unit member's class room duties.

3. Arrangements do not interfere with special parent-teacher conferences, faculty meetings, or any other meetings requiring time before or after school.

B. Teacher Load:

1. Junior Senior High - The daily teaching load in the junior and senior high school shall provide for one daily preparation period during the student day equal in length to one class period. Assignment to a supervised study period shall be considered a teaching period for the purpose of this article.

2. Elementary - The daily teaching load in the elementary schools shall provide for planning time when their students are attending special classes such as: music, P.E., art, or library.

C. Lunch Period

All bargaining unit members shall be provided with a daily duty free period to eat lunch equal to that of their students, not to be confused with planning period.

D. Time and Use

Bargaining unit employees may leave the building during their scheduled lunch period and during their preparation time with notification to immediate supervisor or designated representative. "Notification to" means signing out at designated location to be determined by the building principal other than the principal's personal office.

Other members of the bargaining unit who are not regular classroom teachers shall be provided with preparation time commensurate to other bargaining unit employees. Such time shall be taken when time is available.

ARTICLE XIII TENTATIVELY AGREED 2-24-00
Retyped 2001-02

Original on File signed
ASSOCIATION CHIEF NEGOTIATOR

by K. Ensminger + J. Crozier
BOARD CHIEF NEGOTIATOR

## ARTICLE XIV

## EMPLOYMENT AND ASSIGNMENTS

A. Assignments of Employees:

1. Notification of presently employed staff:

Each bargaining unit employee shall be given written notice of his/her salary schedule placement, class and/or subject assignments for the forthcoming year not later than May 15 - said assignment subject to change upon prior consultation with the concerned bargaining unit employee or employees if said change is necessitated by unforeseen events.

2. Notification of new staff

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of the assignments to new bargaining unit employees as soon as practical and, except in cases of emergency, (such as late resignation) not later than July 1. Such bargaining unit employees will be provided an explanation of textbooks, procedures, the first contractual day of service - provided said bargaining unit employee is available for said explanation.

B. Additional Assignment

The Board shall have sole discretion to assign summer driver's education to bargaining unit employees. If a bargaining unit employee is interested in such an assignment, that bargaining unit employee shall file a written request with the Board. Preference for assignment shall be given to District bargaining unit employees.

ARTICLE XIV TENTATIVELY AGREED 2-24-00
Retyped 2001-02

Original on File signed
ASSOCIATION CHIEF NEGOTIATOR

by K. Ensminger + J. Crozier
BOARD CHIEF NEGOTIATOR

(Opened in 1997-98 for 1998-99 negotiations, but no changes made)

## ARTICLE XV

## SENIORITY

A. The District shall develop a seniority list of all members of the bargaining unit.

B. "Seniority" shall be defined for the purpose of this agreement within the following grade, curricular, or subject areas:

1. Elementary classroom teachers, grades kindergarten through 6.

2. Special area teachers, grades K through 6:
   1) Special Education
   2) Vocal Music
   3) Instrumental Music
   4) Physical Education
   5) Title I
   6) Nurse
   7) Counselor
   8) Art
   9) Tag
   10) At Risk
   11) Librarian

3. Teachers in grades 7 through 12 within curricular or subject areas as hereinafter provided.

4. For teachers in grades 7 through 12 as defined on the bargaining unit employee's certificate, the

following curricular or subject areas shall be applied:

1) English
2) Social Studies
3) Mathematics
4) Science
5) Foreign Language
6) Home Economics
7) Industrial Education
8) Driver's Education
9) Business Education
10) Art
11) Vocal Music
12) Instrumental Music
13) Physical Education
14) Guidance and Counseling
15) Vocational Education & Agriculture
16) Library
17) Nurse
18) Special Education
19) At Risk

5. Special Area Teachers, Certified K through 12:
   1) P. E.
   2) Instrumental Music
   3) Vocal Music
   4) Nurse
   5) Special Education

C. A probationary bargaining unit employee shall have no seniority until the bargaining unit employee has completed the probationary period, and at that time, the bargaining unit employee shall acquire seniority from the date the bargaining unit employee commenced work.

D. A probationary bargaining unit employee who is terminated during probation for reasons of staff reduction and then rehired in the subsequent school year will acquire seniority under this paragraph as if the termination had not occurred.

E. The seniority list shall include the rank number, teacher's name, contract reporting date, and years of service in each subject area taught, past or present, in the bargaining unit in the school district.

F. Bargaining unit employees with the same contract reporting date (month/year) shall be placed on the seniority list in order of the last four digits of their Social Security number. The person with the largest number would be placed highest on the list. Probationary bargaining unit employees will be listed in a separate category.

G. The seniority list shall be posted at the administrative offices and in each school building in the main office and faculty lounge and a personal copy will be available upon request at the board office. The seniority list shall be updated and revised at the beginning of the school year and prior to March 1 of each year. The revision shall be posted no later than March 1st. Bargaining unit employees shall have ten (10) days to raise objections to their seniority rating. Any objections are waived until the time of the next posting if not made within the ten (10) day period.

H. **Part time bargaining unit employees or bargaining unit employees who are hired during the school year shall be entitled to a pro rata credit for length of service compared to the time regularly worked by year long, full time bargaining unit employees. Neither substitute teachers nor coaches who are not classroom teachers in the District shall be included.**

**ARTICLE XV TENTATIVELY AGREED ON** 3-17-04

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**
by R. Ballew + C. Reighard
**BOARD CHIEF NEGOTIATOR**

## ARTICLE XVI

## STAFF REDUCTION

1. When the District determines that it is necessary to reduce staff, it shall attempt to accomplish the reduction by normal attrition, unless the needs of the District make this impossible or impractical because it is necessary to maintain an existing program.

2. In the event the reduction cannot be accomplished by attrition, it shall be accomplished by the following procedure:

   A. Bargaining unit employees with emergency or temporary certification will be reduced first unless needed to maintain an existing program.

   B. Regular part time bargaining unit employees and teachers in other areas where only a half time teacher is needed, will be reduced next unless needed to maintain an existing program.

   C. Thereafter, bargaining unit employees will be reduced according to seniority.

3. If a bargaining unit employee has been terminated due to staff reduction and that bargaining unit employee has at least five year's seniority in a subject or curricular area different from that in which she/he was employed at the time of termination, and said other curricular or subject seniority has been accrued in the last fifteen year's, said terminated bargaining unit employee may be placed in the position of a less senior bargaining unit employee in that subject or curricular area.

4. When it is necessary to relieve employees in the bargaining unit from duties pursuant to this article, the bargaining unit employee shall be notified by April 30th of the contract year. The notice shall be given to the bargaining unit employee and the Association and shall state the reasons for the staff reduction.

5. Recall:

A. Any bargaining unit employee reduced pursuant to this Article shall have the right to be recalled for a period of two (2) years from the effective date of the original reduction.

In making the determination of whether to recall a bargaining unit employee the District shall recall the most recently reduced bargaining unit employee who holds the necessary certification, and who meets the needs of the district as defined by E.

B. If the bargaining unit employee is recalled hereunder to an equivalent (in time) position, the bargaining unit employee will have no further recall rights. If the bargaining unit employee is recalled to a less equivalent (in time) position, and an equivalent (in time) position becomes available, he/she shall have the right, seniority permitting, to take the equivalent opening and shall thereafter have no recall rights. If the bargaining unit employee elects not to take the available equivalent job, he/she will lose any further recall rights.

C. Notice of recall shall be given by certified mail addressed to the last known address on file with the District. It shall be the individual bargaining unit employee's responsibility to provide the District with a correct address. Failure to respond to said notice within ten (10) weekdays after the date of mailing of said notice shall result in loss of recall rights.

D. Benefits: Any bargaining unit employee who is recalled to a position after having been reduced, shall be placed on a salary schedule at the same step for which the bargaining unit employee was on at the time of reduction pursuant to this article plus those benefits accumulated prior to staff reduction.

E. The terms "needs of the district" in this agreement shall include present or future curricular, program, or academic pursuits and requirements.

ARTICLE XVI TENTATIVELY AGREED 6-1-06

ASSOCIATION CHIEF NEGOTIATOR

BOARD CHIEF NEGOTIATOR

(Opened in 1993-94 for 1994-95 negotiations, but no changes made)

## ARTICLE XVII

## TRANSFER PROCEDURES

1. **Definitions**

A. **Voluntary Transfer:** Movement to a vacant position from one building, grade level, or subject area to another building, grade level or subject area, based upon the request of the bargaining unit employee, is a voluntary transfer.

B. **Involuntary Transfer:** Movement of a bargaining unit employee to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area, as determined and directed by the District and not based upon the request of the bargaining unit employee, is an involuntary transfer.

C. **Vacancy:** A vacant position or vacancy exists when a current position becomes available because of death, retirement, resignation, transfer, or termination of a bargaining unit employee and management determines to fill the position. A vacancy does not exist when the number of positions in a building is being reduced and it becomes necessary to assign or reassign bargaining unit employees.

2. Notice: During the school year, the District shall post all vacancies. Mid-year vacancies may be filled as hereinafter provided, but shall be posted at the time the vacancy occurs. Notices of a mid-year vacancy shall be posted at the administrative offices and in each building for at least ten (10) school days before the final date when applications must be submitted.

During the summer months, notice of vacancy shall be furnished to the Association and posted in the administration building and in each school building. Bargaining unit employees wishing to be kept informed during the summer months of specific vacancies for which they are qualified shall file a written request in the administrative offices prior to the last day of scheduled classes. A copy of the notice shall be sent to the Association and to those building representatives that have been designated in writing no later than June 1.

During the summer vacation, prior to July 1, applications will be closed fourteen (14) calendar days after the posting of the notices. After July 1, applications will be closed five (5) work days after the posting of notices.

3. Mid-Year Vacancies: Vacancies which occur after August 1 and during the school year shall be posted at the time the vacancy occurs, but may be filled immediately at the discretion of the board of directors. The Board, in its discretion, may wait for the posting period to see if there are applications for voluntary transfer to the position, but is not required to do so. In the event there are applications for voluntary transfer to the position, and the position is not filled by a person seeking voluntary transfer, the Board, in its discretion, may grant the transfer request in the following year and terminate or transfer the new hire, or it may inform the

applicants for transfer that their requests have been denied.

4. Involuntary Transfer: Involuntary transfer shall be made only after a meeting between the bargaining unit employee involved, the superintendent or designee, and other appropriate administration representatives. The Association may have a representative at the meeting with the bargaining unit employee. If more than one bargaining unit employee is being considered for involuntary transfer, the least senior employee should be considered first.

5. Voluntary Transfer: In making a determination whether to grant a request for a voluntary transfer, the Board shall consider the needs of the school district, each applicant's certification, educational preparation and experience, and the relative skill, ability and competence of the applicants.

   A. When applicants have qualifications considered equal, the applicant with the most district seniority shall be granted a transfer.

   B. Thereafter, when applicants have qualifications considered equal, bargaining unit employees returning from leave of absence; followed by bargaining unit employees who have been involuntarily transferred the year before or who have been reassigned due to staff reduction, elimination, or change in program; followed by bargaining unit employees on recall who shall be given first consideration over other persons seeking voluntary transfer or persons seeking to be employed in the school district for the first time.

C. If a bargaining unit employee's request for a voluntary transfer is denied, he/she shall receive written notice *(in the employee's mailbox)* with an explanation of the reasons for the denial. *(The employee may request a meeting with his/her administrator to seek clarification of the written notice.)*

**ARTICLE XVII TENTATIVELY AGREED** 4-18-02
Retyped 2001-02

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**

by K. Ensminger + J. Crozier
**BOARD CHIEF NEGOTIATOR**

**(Opened in 1993-94 for 1994-95 negotiations, but no changes made)**

## ARTICLE XVIII

## EVALUATION

A. **The Basic Instructional Process:**

1. **The classroom teaching performance as defined in Article X of Tier 1 bargaining unit employees shall be formally evaluated a minimum of twice each school year. Tier 2 classroom bargaining unit employees shall be formally evaluated at a mutually acceptable time.**

2. **Within one week after the beginning of each school year bargaining unit employees shall be acquainted, through a conference by a member of the Administrative Staff, with the evaluation procedures to be observed.**

3. **The evaluation will be based upon bargaining unit employee and evaluator compiled career growth plans based on the evaluation criteria as per the Iowa Teaching Standards.**

4. **Results of the minimum number of formal classroom evaluations provided for in Section I, above, shall be in writing, with a copy to be given to the bargaining unit employee, and shall be preceded by an in class observation of the bargaining unit employee's performance. If improvement is recommended, written direction should be provided for said improvement.**

5. The evaluator shall have a meeting with the bargaining unit employee within seven (7) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

6. The bargaining unit employee shall have right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.

7. All formal evaluation of classroom teaching performance of a bargaining unit employee shall be conducted openly and with full knowledge of the bargaining unit employee.

B. The Basic Extra-Curricular Process

Extra-curricular evaluations as per Schedule E will be conducted as deemed necessary by the administration.

C. In event the Board of Education, Administration, or Association should propose to change the criteria or evaluation instrument, (Policy # 405.8) a committee which would include five (5) bargaining unit employees, two (2) board members, two (2) administrators and, if deemed appropriate by the committee, three (3) patrons of the district chosen by the committee would research, study and develop the criteria and evaluation instrument to be presented for board approval.

D. **Other Evaluations:**

**Any other evaluations of bargaining unit personnel written for inclusion in his/her personnel file must be subject to the right of response by the bargaining unit employee. A basic list of evaluation criteria for other evaluations will be outlined by the building principal, verbally or through the faculty handbook.**

E. **Right to Grieve**

**A bargaining unit employee who has been evaluated has the right to grieve the evaluation through the grievance procedure as set forth in their contract if:**

1) **the evaluation criteria have been ignored,**
2) **the evaluative determinations or conclusions do not accurately reflect the performance of the bargaining unit member and,**
3) **if the evaluation procedure sub section A, items 1-7 are not followed.**

**ARTICLE XVIII TENTATIVELY AGREED** 4-20-05

Original on File signed
**ASSOCIATION CHIEF NEGOTIATOR**
by R. Ballew + C. Reighard
**BOARD CHIEF NEGOTIATOR**

## ARTICLE XIX

## COMPLIANCE CLAUSE AND DURATION

A. **Compliance Between Individual Contract and Comprehensive Agreement.**

The specific terms of conditions of this collective bargaining agreement shall prevail over any conflicting terms and conditions of any past individual bargaining unit employee's contracts entered into by the Board and any individual bargaining unit employee.

B. **Separability**

If any provision of this Agreement or any application of this Agreement to any bargaining unit employee or group of bargaining unit employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. **Printing Agreement**

Copies of the Agreement shall be provided at board expense after the Agreement with the Association of format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all bargaining unit employees now employed or hereafter employed and the Board shall provide the Association with thirty (30) additional copies.

D. Notices:

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party - unless other means of communications are more practical.

1. If by the Association, to the President of the Board at Donnellson, Iowa 52625

2. If by Board, to the President of the Association at Donnellson, Iowa 52625

E. Duration Period:

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. Article X, Wages and Salaries and Article XI, Insurance to be negotiated yearly.

The Association and the Board may each re-open four articles of their choice in addition to Articles X and XI and during the 2007 negotiation session for the 2007-08 and 2008-09 contract period.

F. Signature Clause:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed there on, all on the 28th day of June, 2006.

CENTRAL LEE COMMUNITY EDUCATION ASSOCIATION

By _____
Association President

By _____
Association Negotiator

CENTRAL LEE COMMUNITY DISTRICT BOARD OF EDUCATION

By _____
Board President

By _____
Board Negotiator