Clarinda CSD Clarinda EA 7/1/2005 6/30/2007

CLARINDA CSD / EA

05-07

2005 - 2007

July 1, 2005

NEGOTIATED AGREEMENTS

BETWEEN

CLARINDA COMMUNITY SCHOOL DISTRICT

AND

CLARINDA EDUCATION ASSOCIATION

AGREEMENT PROVISIONS
C.E.A./BOARD

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ARTICLE I: CONSIDERATIONS

A. In this agreement, the Board of Directors of the Clarinda Community School District shall be referred to as the "Board," and the Clarinda Education Association shall be referred to as the "Association."

B. "Employee" or "Employees" in this document shall mean only those persons who are members of the bargaining unit which is certified by the Public Employee Relations Board as being represented by the Clarinda Education Association in the instrument case Number 504.

C. Any and all actions required in this agreement of the Board of Directors may be delegated to person(s) of the Board's choice.

D. Any and all actions required in this agreement of the Association may be delegated to person(s) of the Association's choice.

E. The total cost of providing copies of this agreement to employees shall be shared equally by the Board and the Association.

ARTICLE II: PROCEDURES FOR STAFF REDUCTION

Whenever the Board of Directors, with no restrictions under this agreement, determines that reduction in staff is necessary, those persons in the employee bargaining unit to be removed from employment to accomplish this purpose shall be notified within fourteen (14) calendar days of their having been identified for removal.

In the event that the Board acts to reduce staff, the Board will adhere to the following procedures:

A. Layoffs will be made within the following categories: K-8, 5-12 (within curricular areas, e.g. social studies, science, physical education), special programs. It is the intention of the parties that the above categories shall be considered as separate units. For middle school teachers (grades 5-8), a teacher will be considered in the reduction category related to their certification. Elementary certified staff will be considered a part of the K-8 category and those with the secondary certification will be considered a part of the 5-12 category for the curriculum area they are teaching. Temporary certifications will not be considered unless the teacher is currently teaching in that area.

   If a position is to be eliminated, the Board shall give notification of layoff to the least senior employee within the category and curricular area selected.

B. For purposes of this Article, seniority will be calculated as follows:
   1. Seniority, as defined in this article, relates to privileges as contained in this article only.

   2. Substitute or other employment not performed under continuous contract will not be applied towards seniority. Neither will supplemental pay contract duty beyond the regular school term increase seniority.

   3. Persons not performing contracted work for a complete year due to a leave of absence or during a period of continuous eligibility for recall shall not have that year counted toward increased seniority and neither shall that year be considered a break in service for purposes of calculating total seniority.

   4. Less than forty-five (45) days contracted service in one year shall receive no credit towards seniority; to and including one hundred twenty-four (124) days shall equal one-half (1/2) credit, and one hundred twenty-five (125) days or over shall equal a full year of credit towards seniority. Periods of less than full-time contracted employment shall accumulate seniority in proportion to the above. (e.g. 1/2-time contract = 1/2 X 190 = 95 days = .5 years seniority.)

   5. Seniority shall be computed for the total period of time an employee has been a member of the bargaining unit or would have been a member had there been a bargaining unit as currently described. To be eligible for seniority status an employee must have had continuous contracted service in the district for some position which requires a certificate issued by the Department of Education or must be on layoff status with recall rights unexpired.

   6. Seniority shall be calculated from the beginning of the first day of continuous contracted service for regular duties (not to include supplemental pay duties) as the date of hire.

7. The employee with the greatest calculated years of service shall have the highest seniority ranking; if two or more employees have equal years of seniority, the employee with the earliest date of hire shall have the highest seniority; if two or more employees continue to have the same seniority, the employee with the earliest signature date, if know, on his/her initial contract shall have the highest seniority; finally if two or more employees continue to have the same seniority, a lottery shall be held to establish in perpetuity the ranking of such. In case of tie between full-time and half-time employees, the full-time employee takes precedence.

8. A seniority list shall be posted in each building prior to December 1st of each year with a copy being made available to an individual employee upon request. An employee shall have fourteen (14) calendar days to raise objections to the information contained on the list, and any objections not raised within that time are waived until the time of the next posting.

   The posted seniority list shall include the rank number with the employee having the highest rank listed as #1. The list shall also include the number of calculated years of seniority and the endorsements and approvals listed on the current individual certificates issued by the Department of Education including temporary endorsements or approvals. Calculated years of seniority will not include the current contract year either in whole or in part. When the information is necessary to clarify the seniority ranking, the seniority list shall include the individual date of hire, the date of the employee's signing the initial continuous contract and the result(s) of the lottery where applicable.

C. Recall:

1. Employees who are terminated or asked to resign due to a reduction in staff shall be notified of any vacancy for which they qualify for a period of time starting from the date of such termination until September 1 of the succeeding calendar year. Those notified shall be recalled to vacant positions for which they are listed as holding endorsements and approvals. If two or more employees are listed as holding the required endorsements and approvals for a vacant position, the employee with the greatest seniority listing will be recalled to that position.

2. The board will determine when a vacancy exists. No new employee shall be utilized to fill a vacant position so long as an individual with recall privileges has listed, on the current seniority list, the required endorsements and approvals for the position as described by the Board and is willing to accept the position as described within the time provided. If no employee with recall privileges holds the required endorsements and approvals for a vacant position, no recall shall be made to that position.

3. An employee recalled for professional employment has the responsibility of terminating his current employment without violation of contractual obligations. Persons wishing to retain recall privileges must provide the Board with a current address, and notification of a recall opportunity will be by regular mail. All persons recalled to a professional position must be available for services within fourteen (14) calendar days after the mailing or relinquish all recall privileges.

4. The person recalled to a position will be placed on the step of the salary schedule they would have held on the year after being reduced. If that person assumed another teaching position in any state approved K-12 school during the interim period, the experience will be recognized for salary placement. Recognition for salary placement purposes of interim teaching experience in other than a state approved K-12 school will be determined by the Board.

ARTICLE III: VOLUNTARY TRANSFER PROCEDURE

A. Application

Any employee possessing the necessary qualifications may apply for a voluntary transfer to another position. All requests for transfer shall be in writing and shall name the position to which the applicant desires transfer. Applications will be given careful consideration and granting of such transfer will be determined by the Board. The Superintendent and/or his designee will meet with the applicant and explain to the employee why he/she was not selected for transfer.

B. Posting

When school is in session, a notice of a professional vacancy will be posted in school buildings for five (5) school days prior to the final date for accepting applications.

The Board shall inform the President of the Association by regular mail of any professional vacancy which newly arises when school is not in session. Such notification shall be mailed at the time the vacancy is posted or sent to a newspaper for advertisement. Similar notice will be provided to any employee who provides the Board Secretary with a stamped self-addressed envelope by June 1st.

Notification to each applicant of the position having been filled shall be given within seven (7)days.

C. Supplemental Pay

Supplemental pay assignments are subject to sections A and B.

ARTICLE IV: EVALUATING PROCEDURES

Procedures for evaluation of employees are:

A. Evaluation shall be performed on each member of the bargaining unit by Board designees at least once every three (3) years.

B. There shall be a conference between the employee and the evaluator before the formal evaluation is submitted to the Superintendent or before the report is entered in a permanent file. Unless mutually agreed otherwise, the employee will be given at least two (2) days advanced notice of the conference. The employee shall receive a copy of the formal evaluation material that is to be placed in the permanent file. Each copy placed in the permanent file shall be signed and dated by both the employee and the evaluator.

C. The employee shall have the right within ten (10) days of the conference to attach his/her own statement to the evaluation report.

D. An employee may process an evaluation through the grievance procedure set forth in this agreement. Only unsatisfactory ratings shall be grievable. No evaluation shall be grieved unless the employee alleges that it is inaccurate, or arbitrary, or capricious. Although probationary employees (as defined in Chapter 279 of the Iowa Code) may file a grievance concerning their evaluations, a terminated probationary employee shall not be reinstated by a grievance arbitrator.

ARTICLE V: IN-SERVICE TRAINING

In-service training opportunities will be made available whenever possible and deemed desirable by the Board of Education for employees to acquire or improve professional skills.

The Board agrees to provide, upon application by the employee and upon acceptance by the Board, the necessary funds for attending professional conferences, workshops, activities, and classes. Travel, meals, lodging, registration fees and the cost of a substitute are appropriate expenses. To be valid, in-service must have advanced approval, and claims for reimbursement must be submitted within thirty (30) calendar days after the in-service expenses were incurred.

ARTICLE VI: GRIEVANCE PROCEDURES FOR RESOLVING ANY QUESTIONS ARISING UNDER THE AGREEMENT

A. Definitions

1. Grievance
   A grievance is a claim by the employee or the Association that there has been a violation, misinterpretation, or misapplication of this agreement.

2. School Day
   A school day shall be defined as a day when school is in session.

B. Procedures

1. **Step I** - An employee, or Association, who feels he/she has a grievance, should first discuss the matter with the principal or supervisor to whom he/she is responsible, in an effort to resolve the problem. If the employee is dissatisfied with efforts to resolve the problem, he/she may next invite a person of his/her choice to assist in the informal resolution of the problem by meeting at a mutually acceptable time with the employee's supervisor or principal.

2. **Step II** - If the employee, or Association, remains dissatisfied with the disposition of the problem, or if no decision has been made, he/she may, within five (5) school days, submit his/her claim, as a formal grievance, in writing, to his/her immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested.

   Within five (5) school days, the Superintendent, or his designee, shall submit in writing, his decision and the reasons, therefore, to the employee.

3. **Step III** - If the employee, or Association, remains dissatisfied with the disposition of the grievance, the employee may appeal, in writing, within five (5) school days, to the Superintendent or his designee for a hearing. Within ten (10) school days of receipt of the appeal, the Superintendent, or his designee, shall meet with the employee, and, if the employee desires, his/her representative, for the purpose of resolving the conflict. A record of the meeting shall be kept and made available to both parties, at cost, upon request.

   Within five (5) school days, the superintendent, or his designee, shall submit in writing, his decision and the reasons, therefore, to the employee.

4. **Step IV - Arbitration**
   If the aggrieved person and the Association are not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association may submit the grievance to binding arbitration within five (5) school days, and supply written notice to the Board of the appeal for arbitration.

Within ten (10) school days after notice, the Board and the Association shall attempt to agree upon an arbitrator and obtain commitment from said arbitrator, to serve. If the parties are unable to agree upon an arbitrator within the specified period, a written request for a list of three (3) arbitrators may be made to the Public Employment Relations Board by either party. Within five (5) school days of receiving the list, the parties shall determine by lot which party shall remove the first name from the list, and the party so designated shall remove the first name. The other party shall remove one of the two (2) remaining names, and the person whose name remains shall be the arbitrator.

The arbitrator shall confer with the representatives of the Board and the Association and hold hearings. Unless mutually agreed, the hearings shall be public, and unless mutually agreed, the hearing shall be held within fifteen (15) school days of the arbitrator's selection, and the arbitrator shall issue a decision within fifteen (15) school days following the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without authority to render decisions which are in violation of, or beyond the scope of, the express terms of this agreement.

Should a question arise as to whether the grievance is within the scope of these agreements, a separate hearing and decision shall be accomplished to determine whether the grievance is within the scope of arbitration prior to any hearing on the merits of the grievance.

The decision of the arbitrator shall be submitted to the aggrieved party, and the Association and the Board, and shall be binding. All costs, including released time costs when required, but not cost of substitute, shall be born by the party incurring said costs. Excepting that all costs for the services of the arbitrator shall be born equally by the parties.

C. <u>Considerations:</u>

1. Nothing, in the above procedures, shall prohibit an employee from withdrawing a grievance, at any step, without prejudice.

2. If the written grievance procedure is not initiated within fifteen (15) school days after the party knew, or reasonably should have known, of the event or condition on which the grievance is based, then the Board shall not be obligated to process the grievance, and the grievance shall be waived.

3. After the first discussion, any participant may be joined in representation by a representative of his own choosing at all stages of the grievance procedure.

4. Time limits may be extended or diminished by mutual agreement of the participants at any level. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual consent so that the grievance may be exhausted prior to the end of the school year or a maximum of thirty (30) days thereafter.

5. Grievances affecting a group of employees may be processed by a representative of their own choosing, and an alleged grievance involving employees from more than one building may be processed beginning at Step III. However, unless the circumstances are identical, each grievance shall be processed and heard separately unless mutually agreed otherwise.

ARTICLE VII: SUPPLEMENTAL PAY

A. Expenses for Travel:

1. In-District Travel:

Employees who are assigned to more than one (1) building and are required to use their own automobile shall be compensated for travel from the building of initial assignment at the current district rate per mile or at a rate of reimbursement agreed to by the employee and the Board. To be valid, all claims for such reimbursement must be submitted by the employee within thirty (30) calendar days of the close of each semester.

2. Out-of-District Travel:

Employees who use their own automobile for required travel on school business outside the school district shall be compensated at the current rate per mile. To be valid, claims for such reimbursement must be submitted within thirty (30) days of the incurred expense.

B. Co-Curricular Pay:

1. Supplemental pay for duties performed during the regular school term will be pro-rated over twelve (12) months. If duties are assigned after the usual beginning contract year for a position, the payment will be pro-rated over the months remaining. Whenever the Board agrees to an employee's request to end a regular school term co-curricular assignment before it is completed, the compensation for that portion not completed and already paid will be deducted in equal amounts from the employee's gross pay of the remaining monthly pay periods for that employee's contract year.

   The co-curricular compensation for duties performed during the summer recess period and for persons under separate contract for summer instruction duties (including summer driver education instructors not scheduled to receive a regular August payment for past services) will be paid in two equal installments. The first installment will be on the first regular pay period following the mid-point of completion of assigned duties, and the final payment will be the first regular pay period after completion of the assignment. Non-teaching coaches may not be paid their final installment for coaching until the final report and all equipment have been satisfactorily turned in. Summer driver education instructors, who are scheduled to receive a regular August payment for past services will receive compensation for summer instructor duties in two equal payments: the first during the regular June pay period and the second during the regular July pay period. If the special summer pay periods in this paragraph have passed without payment, the employee may submit a claim for payment and will be paid within one month of the date his claim is submitted.

   Any employee who is absent without qualifying for paid leave shall be reduced in supplemental pay by 1/190 for each day of such absence, except for assignments under athletics who shall have their pay reduced only for the days when their assigned activity is in season at a rate proportionate to the length of the regular season plus five days. Example: Regular season length of 40 days - deduction of 1/45 of supplemental pay for that assignment for each day of such absence.

Ticket taking, ticket selling, assigned supervision at activities, football filming, football scouting, volleyball, football, basketball and wrestling timers; volleyball, basketball and wrestling scorers; and pep bus sponsors will be paid monthly. If a monthly payment is missed, the employee will make a written claim and the payment will be made the following month.

2. Schedule

The supplemental pay schedule shall be effective on the first working day of the next school working year and is attached at the end of this document.

C. SUMMER EMPLOYMENT

For persons whose summer employment assignment begins on or before June 30, the wage for that assignment will be determined by the master contract provisions effective for the previous school year. If the assignment begins on or after July 1, the wage will be determined by the master contract provisions for the following year.

ARTICLE VIII: WAGES

A. Schedule

1. The salary schedule shall have a B.A. base of $24,385 and shall be as shown in Schedule A.

   a. Returning employees' placement will be advanced one step over their previous year's placement on the salary schedule.

   b. New employees without experience will normally be placed on Step #3 of the salary schedule. New employees with 1 through 6 years of experience shall normally be placed on Step #4 of the salary schedule.

   c. The $24,385 base salary schedule is based on the assumption that the district shall receive the same amount of Phase I and Phase II money as it received in 2004-2005. In the event that the District receives less Phase I and/or Phase II money, the salary schedule shall revert to a $23,480.56 base with the same structure used on the $24,385 base.

      In the event the $23,480.56 base is used, the Phase II money actually available shall be reallocated to employees on the schedule based on the percentage of Phase II money actually received.

      Phase I money shall be used to pay the minimum salary of $24,385 and to support the cost of the schedule.

   d. Individual employee contracts will list the salary schedule amount and will include the phrase, "Salary may be adjusted should the amount of Phase I or Phase II funds received be more or less than those received during 2004-2005."

   e. The supplemental pay position will be a percentage of the **BA Lane Step #2**, as found in Schedule B.

2. Horizontal movement on the salary schedule may be accomplished by the earning of graduate level credits from an accredited institute in an area of study corresponding directly to the employees assignment or in a field of study which the Board deems sufficiently related to the employees assignment to warrant advancement. For advancement to occur, the employee must supply the Superintendent with written notice by May 1st of the prior year and substantiation by official transcripts by September 10 of the year in which credit is to apply.

3. Regardless of prior experience, a new employee will be placed on the salary schedule at an entry level step deemed appropriate to the Board. An employee on the payroll for one semester of 90 days during the preceding school year normally will receive credit for one year's service toward the next increment on the salary schedule.

4. A career increment shall be added to provide for a single added amount to any employee after one (1) year in the top step of any lane. The same amount will continue to be paid in succeeding years provided that the individual continues to remain in that lane or does not advance vertical on the salary schedule in another lane. The amount to be added shall be 5.00% of the B.A. base.

B. Method of Payment

1. Pay Periods:

Each employee shall receive their regular salary in twelve (12) equal installments, beginning on the 19th of the first month of employment provided they had been employed by the 10th of that month and on the 19th day of each of the succeeding eleven months or equal installments for the months remaining in the usual payment year for that position.

When a pay date during the school term falls on a date when school is not scheduled to be in session, the employees shall receive their payment on the last previous working day.

Employees who are newly employed by the district may, at their option, elect to receive 30% of their gross salary of their first installment within two (2) weeks after beginning service.

2. Payments:

Employees may request in writing to have their school year payments delivered for deposit to a bank located in Clarinda. July and August payments will be released by the District by June 30 for pick-up, mailed to the address furnished by the employee, or delivered for deposit to a Clarinda bank if requested in writing by the employee.

3. Payments Prior to Retirement

A Clarinda employee, who is retiring from the teaching profession, may have the option of receiving his/her final year's pay in the usual prescribed twelve (12) months, or alternate payments of nine (9) equal monthly payments of one-twelfth (1/12) of his/her yearly salary per month beginning in September and ending in May; and one (1) payment of one-fourth (1/4) of his/her yearly salary in June of the school year of retirement.

To be eligible for alternative payments as a retiring employee, the employee must have:

a. Completed a total of ten (10) continuous contracted (excluding unpaid leaves of absence of one (1) semester or more in length) years of service to the Clarinda Community School District.

b. Have reached a minimum age of 55, or will reach this age, during the fiscal year beginning July 1st of their final year of employment.

c. Submit a resignation and a written notice of intent to request the alternative payments due to retirement purposes on or before January15th of the year they are seeking the altered payments.

Any loss in retirement benefits or damages due to the failure of the School Board or its agents to adhere to the request for alternative payments schedule under this section shall be cause for seeking reimbursement for a maximum of two hundred dollars ($200) from the school district through the usual grievance procedure. No other remedial alternatives against the school district or its agents are to be pursued.

C. Extended Contract Rate

The salary schedule is based upon a regular one hundred ninety (190) day contract. Any employee who contracts for professional work, not listed on the supplemental pay schedule, will be paid 1/190 of the regular (without supplemental pay) salary for each additional day of work. Any employee who is absent without qualifying for paid leave shall be reduced in salary by 1/190 for each day of such absence.

ARTICLE IX: LEAVES OF ABSENCE

A. Leaves Involving Payment

1. Sick Leave

a. Regular School Term

Each employee will be annually granted fifteen (15) days leave with full pay for absences due to personal illness or injury. Employees shall be credited with the leave on the first day of reporting to work for the new contract year. Unused portions of sick leave shall accumulate up to one hundred five (105) days at the beginning of the contract period. At that point, the fifteen (15) days for the current year will be added to the accumulated amount for a total available amount of up to one hundred twenty (120) days of which only one hundred five (105) days will be available to carry over into the next year.

Employees shall be provided with an annual written accounting of accumulated sick leave days as per the beginning of the regular school term. Notification shall be provided no later than October 19th. An employee who is unable to perform any type of work because of personal illness or disability and who has exhausted all accumulated sick leave between January 1st and June 30th shall be granted a leave of absence without pay for the duration of such illness, or disability, up to the end of the current contracted year, but need not be granted leave for the following contract year.

An employee shall be allowed to maintain group insurance benefits at his/her own expense during periods of disability while on leave of absence if the insurance carrier permits. Benefits received by an employee under Workman's Compensation provisions will be reported to the Central Office and such amounts will be deducted from any sick leave pay covering the same period.

b. Extended and Summer Contract

Those employees with separate summer contracts may have their work rescheduled by the Board to make up days required to be absent due to illness or injury. If the Board chooses not to reschedule, sick leave will be paid on a non-accumulative basis of two (2) days for at least eight weeks, one and one-half (1-1/2) days for at least six weeks, one (1) day for four weeks, one-half (1/2) day for two weeks, and no days for less than two weeks separate summer contract.

Employees with extended contracts for regular (not supplementary pay) duties, who are absent during the period contracted beyond the regular school term, may have their work rescheduled by the Board to make up days required to be absent due to illness or injury. If the Board or employee chooses not to reschedule, sick leave will be paid from days accumulated from the combined total under Item 1, a, above and the immediate preceding paragraph.

Days absent which are not rescheduled for make-up nor covered by sick leave will be deducted according to the daily rate.

2. Family Emergency Leave

Employees shall be granted up to five (5) days leave of absence with full pay each year for the legal adoption of a child, illness or death in the immediate family (spouse, children, mother, father) or in special cases when the employee feels that the immediate family might include others. This leave may accumulate to ten (10) days.

3. Funeral Leave

Employees shall be granted a leave of absence at full pay for funerals they feel they should attend. Attendance for funerals will be deducted from the employees Family Emergency, then if Emergency leave at full pay is exhausted, from Personal Business Leave.

4. Jury Duty Leave

In the absence of circumstances requiring the uninterrupted services of the employee, an employee may be absent to serve as a member of the jury. During such absences, the differences between the employee's normal salary and the compensation received for jury duty shall be paid by the Board.

5. Personal Leave

An employee shall be granted up to two (2) days each year for personal leave. An employee shall notify the principal at least five (5) school days in advance, except in cases which the employee and Board agree to waive this requirement.

Applications for personal leave may be denied by the Board when over nine (9) of the over-all employees of the bargaining unit are to be absent on personal leave or when three (3) of these employees assigned to each of the 3 categories (K-4, 5-8, 9-12) shall be absent on personal leave. Except in unusual circumstances, determined by the Superintendent, such leaves shall not be taken on school days immediately before and after a holiday or recess period other than a usual weekend, nor taken during the first or last week of the school year.

Employees not using personal business leave shall be reimbursed at a rate of **$50 per day.**

6. Association Leave

A total of eight (8) days shall be granted for Association Leave per year. Request for such leave will be given in writing to the principal or immediate supervisor at least ten (10) school days in advance of the intended absence. Use of such days will cause the employee's salary to be deducted by **1/2** the cost of hiring a substitute.

7. Other Leaves of Absence With Pay

The Board may grant paid leave for any other matter that they deem appropriate.

B. Leaves Without Pay or Benefits

Leave of absence not in excess of one (1) year shall be granted upon request to the employee without pay or benefits for:

1. Serving as President of the Iowa State Education Association or President of the National Education Association.

2. Educational leave is for an employee to become a full time graduate student in the field of study corresponding to their major area of assignment at an accredited college or university. Application for educational leave shall be in writing no later than April 1st of the year preceding the academic year for which the leave is intended. Educational leave shall be limited to no more than one secondary employee and one elementary employee. Educational leave may be denied by the Board.

   An employee must have been employed by this district for three (3) continuous years to be eligible for educational leave.

3. The Board may grant other unpaid leave that they deem appropriate.

ARTICLE X: HEALTH AND SAFETY MATTERS

A. Health

Each new employee prior to the first pay period shall be required to provide evidence of physical fitness to perform duties assigned and of freedom from communicable disease. The Board may require a subsequent examination with each three (3) years of employment or when, in its judgment, such an examination is desirable. Such examination shall be performed by a licensed physician selected by the employee, and the Board will contribute up to $50.00 towards the cost of such examination, only after application of all health insurance coverage. If, immediately following such an examination, the Board desires a second examination to verify fitness to remain on duty or to return to duty, the physician may be mutually agreed upon by the Board and the employee, and the Board will pay up to sixty dollars ($60.00) toward the cost of the examination. If the employee and the Board fail to agree within five (5) days, the physician shall be designated by the Board and the Board shall pay the full cost of the second examination.

B. Safety

1. The Board of Directors shall determine the special clothing, equipment, devices that the employees will be furnished and required to use in their assigned duties. Need selection and procurement of such items will be at the sole discretion of the Board.

2. **Hazards**
School employees shall report any possible health or safety hazards to their immediate supervisor.

3. **Reporting Physical Assaults**
Employees may make a written report to their immediate supervisor of a physical assault directed at them during the performance of their assigned duties.

ARTICLE XI: HOURS AND LOAD

A. WORKDAY

1. Employees shall be in or at their assigned stations 30 minutes prior to the scheduled commencement of classes for their buildings and shall be dismissed 30 minutes after the last class period of the school day for their buildings. Such time shall be determined by individual building administrators. Changes in the workday will be reviewed with the Association prior to being implemented.

2. On Fridays and on days preceding holidays or vacation, employees shall be released five minutes after buses depart from the building.

B. LOAD

1. On occasion employees may be requested to serve as a substitute teacher. Volunteers will be requested, and if no volunteers are found, the administration has the right to assign an eligible employee. Employees shall be paid $18.00 per hour (60 minutes). Payment will be made in 1/2 hour (30 minute) increments. A teacher serving as a substitute will document their time and turn the information in to the building principal. Payment for a teacher serving as substitute will be handled as per district policy for extra-duty pay.

ARTICLE XII: INSURANCE

A. The Board agrees to provide liability protection to employees either directly or through insurance coverage in accordance with the Iowa Code.

B. Long Term Disability Insurance

The Board agrees to provide each full time employee in the bargaining unit long term disability insurance with coverage to include: 90 day elimination period, 60% of salary (integrated with Social Security payment) up to $2,500 per month, and benefits to end of disability or to age 65.

C. Insurance/Benefits

The Board shall provide **$525** per month, to be used toward the purchase of insurance options under this plan, and excess amounts may be applied toward family coverage. The amount is sufficient to purchase a full premium for single coverage of the highest cost health insurance option offered under this plan. Any money not used toward insurance will be contributed toward a TSA. Employees shall make an annual selection of a TSA carrier. Those employees regularly employed for at least twenty (20) hours per week, or at least half-time will be eligible for insurance coverage, and those eligible for insurance coverage but less than full-time will have the Board payment of the premium prorated. (Example: half-time contract - employee receives1/2 benefit).

Employees who fail to enroll in a timely manner may be required to provide evidence of approved insurability before being admitted for coverage. The period of coverage will begin as soon as the employee enrolls after his/her first day of completed work and continue through the month in which the employee receives their last regular pay.

An employee who has departed due to continuous disability or retirement may if the Board and insurance carrier permits, at their own expense, continue coverage for an indefinite period.

The following insurance options are available:

Health and Major Medical Insurance

1. Select Provider Plan - 100 Alliance Select Health Plan
2. Select Provider Plan - 750 Alliance Select Health Plan
3. Select Provider Plan - 1500 Alliance Select Health Plan

Employees will be given an opportunity to change their selection annually, but once a lower coverage is selected, the employee and dependents may need to qualify medically to be able to elect a higher coverage for a future year. If no health plan is selected, the employee must provide the Board with the proof of health insurance coverage.

Until mutually modified, future coverage and plans will be consistent with the plans adopted in the 2005-2006 contract.

Employees may contribute to a Flex 125 Plan for the purposes of additional health/major medical insurance premium cost, a medical reimbursement fund or dependent care reimbursement. Contributions to the Flex 125 Plan shall be made through salary reduction.

D. Life Insurance and Accidental Death and Disability (A.D. & D.)

Term life insurance of twenty-five thousand dollars ($25,000) and accidental death and disability (A.D. & D.) of twenty-five thousand dollars ($25,000) insurance coverage will be provided and paid for by the Board for all full-time bargaining unit employees. Part-time employees will have term life insurance and A.D. & D benefits pro-rated.

ARTICLE XIII: DUES DEDUCTION

An employee may sign and deliver to the Central Office annual written authorization for payroll deduction of membership dues for the Clarinda Education Association (C.E.A.), Iowa State Education Association (I.S.E.A.) and the National Education Association (N.E.A.). All written authorizations must be submitted by September 5th, and dues will be deducted in ten (10) equal installments beginning with the September pay period. However, any employee may revoke their continued authorization for dues deduction by providing thirty (30) days written notice. Should an employee revoke his/her continued authorization for dues deduction, the Board Secretary shall give written notice of such request to the President of the Clarinda Education Association within ten (10) school days of the request being submitted.

Dues collected by the School District will be turned over to the Association within ten (10) working days of their monthly pay period deduction.

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

Excluded from this article shall be initiation fees, special assessments, back dues, fines or similar items.

It shall be the responsibility of the Association to inform members of the voluntary dues deduction system and procedures.

ARTICLE XIV: PHASE III OF HF 499 (1987)

The Association and the Board agree to the mandatory subjects of bargaining as contained in the Clarinda Community School District Phase III Plan of House File 499 submitted to the State Department of Education. However, there was agreement that up to two additional staff development days could be added to the contract. These days would be paid through appropriate Phase III funds and would be paid to each teacher on a per diem basis.

ARTICLE XV: DURATION

DATES FOR IMPLEMENTATION OF AGREEMENTS

Language adopted in this Master Contract will be in effect from July 1, 2005 through June 30, 2007. Wages, insurance, salary schedule, and supplemental schedule will be effective from July 1, 2005 through June 30, 2006.

This constitutes the entire agreements and concludes bargaining on all mandatory topics except that changes or additions to agreements can take place at any time by mutual consent of the parties.

SIGNATURE CLAUSE:

In witness whereof the parties hereto have caused this agreement to be signed by their respective President or Chief Negotiator.

CLARINDA EDUCATION ASSOCIATION

By: Christopher Campbell
Its President or Chief Negotiator

Date: April 4, 2005

CLARINDA BOARD OF EDUCATION

By: Dale Zull
Its President or Chief Negotiator

Date: April 5, 2005

SCHEDULE "A"

BA BASE =	$24,385
HORIZ. INCR.	4.00%
VERT. INCR	3.75%
INCREMENT	5.00%

SCHEDULE THAT INCLUDES PHASES I/II
CLARINDA COMMUNITY SCHOOLS
SALARY SCHEDULE
2005-2006

	I	II	III	IV	V	VI	VII
	BA	BA+15	BA+30	MA	MA+15	MA+30	SPEC.
1	$24,385	$25,360	$26,336	$27,311	$28,287	$29,262	$30,237
2	$25,299	$26,275	$27,250	$28,226	$29,201	$30,176	$31,152
3	$26,214	$27,189	$28,165	$29,140	$30,115	$31,091	$32,066
4	$27,128	$28,104	$29,079	$30,055	$31,030	$32,005	$32,981
5	$28,043	$29,018	$29,994	$30,969	$31,944	$32,920	$33,895
6	$28,957	$29,933	$30,908	$31,883	$32,859	$33,834	$34,810
7	$29,872	$30,847	$31,822	$32,798	$33,773	$34,749	$35,724
8	$30,786	$31,761	$32,737	$33,712	$34,688	$35,663	$36,638
9	$31,700	$32,676	$33,651	$34,627	$35,602	$36,578	$37,553
10	$32,615	$33,590	$34,566	$35,541	$36,517	$37,492	$38,467
11	$33,529	$34,505	$35,480	$36,456	$37,431	$38,406	$39,382
12	$34,444	$35,419	$36,395	$37,370	$38,345	$39,321	$40,296
13	$35,358	$36,334	$37,309	$38,284	$39,260	$40,235	$41,211
14			$38,223	$39,199	$40,174	$41,150	$42,125
15				$40,113	$41,089	$42,064	$43,040
16				$41,028	$42,003	$42,979	$43,954
Career Inc	$1,219	$1,219	$1,219	$1,219	$1,219	$1,219	$1,219
Career Inc	$36,578	$37,553	$39,443	$42,247	$43,222	$44,198	$45,173

2005-2006 SCHEDULE "B"
CLARINDA COMMUNITY SCHOOLS
SUPPLEMENTAL PAY CATEGORIES

	BA Lane Step 2 $25,299	
FINE ARTS	*PERCENT TIMES BASE SALARY*	
Thespians, Speech, Plays, Drama	16.00%	$4,047.84
Assistant Drama	5.00%	$1,264.95
High School Band (Includes Pep Band at Home Games)	14.00%	$3,541.86
Vocal Music (Middle School and High School)	12.50%	$3,162.38
Middle School Band	8.50%	$2,150.41
Elementary Music	3.25%	$822.22
ATHLETICS		
9-12 Boys Football - Head (Includes Precontract)	14.00%	$3,541.86
9-12 Boys Football - Asst. (Includes Precontract)	10.00%	$2,529.90
10-12 Boys Basketball - Head	14.00%	$3,541.86
10-12 Boys Basketball - Asst.	9.50%	$2,403.41
10-12 Girls Basketball - Head	14.00%	$3,541.86
10-12 Girls Basketball - Asst.	9.50%	$2,403.41
9-12 Wrestling - Head	14.00%	$3,541.86
9-12 Wrestling - Asst.	9.50%	$2,403.41
9-12 Boys Baseball - Head	12.50%	$3,162.38
9-12 Boys Baseball - Asst.	9.00%	$2,276.91
9th Boys Baseball	7.00%	$1,770.93
9-12 Volleyball - Head (Includes Precontract)	13.00%	$3,288.87
9-12 Volleyball - Asst. (Includes Precontract)	9.50%	$2,403.41
9-12 Girls Softball - Head	12.50%	$3,162.38
9-12 Girls Softball - Asst.	9.00%	$2,276.91
9-12 Boys Track - Head	12.50%	$3,162.38
9-12 Boys Track - Asst.	9.00%	$2,276.91
9-12 Girls Track - Head.	12.50%	$3,162.38
9-12 Girls Track - Asst.	9.00%	$2,276.91
9-12 Boys Tennis	7.00%	$1,770.93
9-12 Girls Tennis	7.00%	$1,770.93
9-12 Boys and Girls Golf - Combined Position	11.00%	$2,782.89
9-12 Boys Golf	7.00%	$1,770.93
9-12 Girls Golf	7.00%	$1,770.93
9-12 Cross-Country Running (Includes Precontract)	11.00%	$2,782.89
9-12 Cross-Country Running Asst. (Includes Precontract)	6.50%	$1,644.43
9th Girls Basketball - Head	7.00%	$1,770.93
9th Boys Basketball - Head	7.00%	$1,770.93
7th & 8th Football - Head	6.00%	$1,517.94
7th & 8th Football - Asst.	5.50%	$1,391.44
7th & 8th Volleyball - Head	6.00%	$1,517.94
7th & 8th Volleyball - Asst.	5.50%	$1,391.44
7th & 8th Wrestling - Head	6.00%	$1,517.94
7th & 8th Wrestling - Asst.	5.50%	$1,391.44

SUPPLEMENTAL PAY CATEGORIES
CONTINUED

7th & 8th Boys or Girls Basketball - Head	6.00%	$1,517.94
7th & 8th Boys or Girls Basketball - Asst.	5.50%	$1,391.44
7th & 8th Girls Track - Head	6.00%	$1,517.94
7th & 8th Girls Track - Asst.	5.50%	$1,391.44
M.S. Boys/Girls Intramurals	5.00%	$1,264.95
SPONSOR, DIRECTOR & UNCLASSIFIED		
Technology Coordinator	17.00%	$4,300.83
Annual, High School	7.00%	$1,770.93
Annual, Middle School	3.75%	$948.71
FCCLA, High School	4.25%	$1,075.21
Honor Society, High School	1.25%	$316.24
Audio-visual Club	2.75%	$695.72
Student Council, High School	3.25%	$822.22
Student Council, Middle School	2.25%	$569.23
Junior Class Sponsor	2.75%	$695.72
Senior Class Sponsor	2.75%	$695.72
Cheerleading High School Coordinator	0.52%	$131.55
Cheerleading High School Football Sponsor	2.16%	$546.46
Cheerleading High School Basketball Sponsor	2.16%	$546.46
Cheerleading High School Wrestling Sponsor	2.16%	$546.46
Cheerleading Middle School Sponsor	2.00%	$505.98
Team Leader, Middle School	1.75%	$442.73
Spanish Club, High School	2.75%	$695.72
FFA Sponsor	4.25%	$1,075.21
Newspaper Sponsor	3.75%	$948.71
Adult Farmer Class	2.00%	$505.98
Guidance Director	2.50%	$632.48
Flag Team Director	1.50%	$379.49
Summer Band - School Share	6.50%	$1,644.43
Weight Room Supervisor	3.25%	$822.22
Odyssey of the Mind/Academic Decathlon	2.00%	$505.98
Supervision at Elementary Music Programs	0.10%	$25.30
Ticket Taker or Seller, and Assigned Supervision at Activities	0.10%	$25.30
Supervision of Weight Room 1 Sponsor/20 Students $2,400 Maximum at $10 per hour		
Driver's Education (per student)	0.65%	$164.44
Filming, Football Scouting, Volleyball, Football, Basketball Wrestling Timer, Basketball Scorer	0.16%	$40.48
Bus Sponsor and/or Activity Bus Sponsor When Assigned From the Certified Staff Outside of the Regular School Hours (Does Not Include Sponsor of Activity)		
Per Trip One Way under 50 Miles =	0.13%	$32.89
Per Trip One Way over 50 Miles =	0.20%	$50.60