Dows CSD Dows EA 8/20/2005 8/20/2007

Dows CSD / EA 05-07

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DOWS COMMUNITY SCHOOL DISTRICT

AND

DOWS EDUCATION ASSOCIATION

2005 - 2007

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ARTICLE I

PREAMBLE

This is an agreement between the Board of Education and the Dows Education Association.

ARTICLE II: RECOGNITION

A. UNIT

The Board hereby recognizes the Dows Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining instrument (Case No. 289:) issued by the PERB on the 26th day of Sept. 1975, for employees of the Board of Education of the Dows Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

Included: Classroom teachers K-6, librarians, and nurses.

Excluded: Professional employees, superintendent, principal; Non-professional employees: clerical, custodial, maintenance, cafeteria, transportation, teachers' aides and all others excluded by Section 4 of the Act.

B. Definitions

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

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

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

ARTICLE III: EMPLOYEE RIGHTS

A. Evaluation of Students

The employees shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Dows Community School District based upon his/her professional judgment of available criteria pertinent to any given subject area of activity to which he is responsible. No grade or evaluation shall be changed without consultation with the employee.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement. If any statement in the agreement conflicts with school board policy, the agreement with the employees shall take precedence.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom the action might be taken to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits
The number of days indicated at each level should be considered as a maximum and every effort should be made to expediate the process. The time limits specified may, however, be extended by written mutual agreement. The filing of the formal, written grievance must be within thirty (30) school days from the date of the occurrence of the event giving rise to the grievance.

2. Year-End Grievance
Time limits for the filing or processing of grievances shall convert to calendar days during the summer vacation.

3. Level One -- Principal or Immediate Supervisor (Informal)
An employee with a grievance shall first discuss it personally with his principal or immediate supervisor. If the grievance is not resolved at this point, a second meeting may be held to include the principal, the aggrieved person, and the Association representative, with the objective of resolving the matter informally.

4. Level Two -- Principal (Formal)
If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule D. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to level three.

5. Level Three -- Superintendent
The superintendent or his/her designee shall meet with the aggrieved person and the Association within ten (10) school days of the receipt of the grievance the superintendent, or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within fifteen (15) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to level four.

6. Level Four -- Arbitration
(a) If the aggrieved person or the Association is 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 shall meet within ten (10) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within said ten (10) school days.

(c) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall strike the list within five (5) school days of receipt. The person whose name remains shall be the arbitrator.

(d) 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 hearings or, if oral hearings have been waived, then from the date the final statement 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 shall not make any decision which requires the commission of an act prohibited by law.

RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages for grievance procedure by himself/herself, or, at his/her option, may be accompanied by a representative selected or approved by the Association.

2. Reprisals of any kind shall not be taken by the Board or by any member of the administration against any party in interest, any representatives any member of the Association or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may sumit such grievances in writing to the superintendent directly and the processing of such grievance shall be commenced at level two. The Association may process such a grievance through all levels of the grievance procedure. A grievance shall mean only a claim that there has been an alledged violation, misinterpretation, misapplication of any of these specific provisions. The Association would like to reserve the right to advise the employer on matters of importance.

2. Written Decisions

Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and the Association. Decisions rendered at level four shall be in accordance with the procedure set forth in the section on arbitration. The decision of the arbitrator at level four shall be final and binding upon the parties. The arbitrator's fees and expenses, if any, shall be shared equally by the parties.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.

ARTICLE V: OTHER FACILITIES AND EQUIPMENT

A. Listing of Facilities

The Board shall provide the following facilities:

1. Lounge

An appropriately furnished and ventilated room which shall be for the use of employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE VI: EMPLOYMENT AND ASSIGNMENTS

A. Certification of Employees

1. Employment and assignments of teachers shall be according to state law and the approval of the school board.

ARTICLE VII: SICK LEAVE

A. Accumulative Benefits

1. Full pay for absences due to illness will be paid school employees according to the following schedule:

   a. Ten (10) days during the first year of employment.
   b. Eleven (11) days during the second year of employment.
   c. Twelve (12) days during the third year of employment.
   d. Thirteen (13) days during the fourth year of employment.
   e. Fourteen (14) days during the fifth year of employment.
   f. Fifteen (15) days during the sixth year of employment, and each successive year.

2. Unused sick leave may accumulate from year to year and will be limited to a maximum accumulation of ninety-five (95) total days. As of July 1, 1976, an employee who has accumulated sick leave in excess of ninety-five (95) days will be limited to that number of his/her maximum.

3. At such time as sick leave days have been used, the employee shall have pay deducted on a per day basis.

4. In addition to actual illness, sick leave days accumulated may be used for:

   a. Illness or medical necessity in the immediate family. Limit four (4) days per year.

   b. Up to two (2) full days of the scheduled sick leave may be used, on an hourly basis, for doctor/dentist appointments for the employee only.

5. Any employee not using any form of their sick leave in a school year will receive a $150.00 bonus. Any employee using 1-2 days of any form of sick leave will receive a $100.00 bonus. Any employee using 3-4 days of any form of sick leave will receive a $50.00 bonus.

6. Employees that have been employed with the Dows School District for a minimum of five (5) full school years and officially retire from education will be paid for a maximum of fifteen (15) days of their unused sick days at a rate of fifty dollars ($50.00) per day.

B. Notification of Accumulation
A record of absences and accumulated sick leave shall be kept and these records shall be available for inspection by any employee at any reasonable time.

C. Extended Leave
1. An employee who is unable to work because of personal illness or disability, and who has exhausted all his/her available sick leave shall submit a request for a leave of absence without pay for the duration of such illness or disability, up to one (1) year. A written statement from the employee's physician shall accompany the request. The leave may be renewed each year upon the Board's approval.
2. An employee shall be entitled to all raises and increments upon return if the employee serves at least one-half (90) days of the school year. This ninety (90) day period need not be continuous.

ARTICLE VIII: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave
As of the beginning of each school year, employees shall be entitled to the following temporary leaves of absence with full pay. Temporary leaves under this article are not to be deducted from sick leave.
1. Personal
At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business which cannot be transacted at any other time than a school day. Personal leave is accumulative to four (4) days.

A leave form shall be available which allows the employee to request leave without stating the reason but affirming that the reason for personal leave does not violate the contract.

Seven (7) days of advance notice shall be given except in cases of emergency, the following provisions shall apply: personal leave may not be used during in-service days, nor may personal leave be combined with vacation periods. Also, personal leave may not be used during the first or last week of the school year. (One personel leave day may be used each year at anytime for family activities which include the time before or after vacation or during the first or last week of school).

2. Association
For the Association, two (2) days per year shall be available for a representative(s) of the Association to attend annual Delegate Assembly. Three (3) days per year if district officer.

3. Professional
Teachers absent for attendance at meetings approved by the administration because of their professional nature shall be on full salary.

The employee planning a professional leave day shall notify his/her principal at least one (1) week in advance of his/her absence. Professional days may be used for the purpose of:

a. Visitation to view other instructional techniques or programs.
b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions.

4. Jury and Legal
Any employee called for jury duty during school hours or who is required an appearance in any judicial or administrative proceedings shall be provided such time. Any fees remuneration the employee receives, excepting expense reimbursement, during such leave shall be turned over to the Dows' school system.

5. Bereavement
Up to three (3) days of leave shall be granted at any one time, and more days may be granted in the event that distance or family obligations necessitate, for a death of an employee's spouse, child, parent, brother or sister. Up two (2) days of leave shall be granted in the same manner for a death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, niece, nephew and any other member of the immediate household. Employees shall be granted up to one (1) day in the event of death of a friend or relative outside the employee's immediate family as defined above.

In the event of the death of an employee or student in the Dows Community School District, the principal or immediate supervisor of said employee or student may grant to an appropriate number of employees sufficient time to attend the funeral.

6. Religious
Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal. Up to one (1) day paid leave shall be allowed for observance of bona fide religious holidays. Employees who attend a religious service on a school day shall be allowed only such time as necessary for the service and travel to and from the site. Religious leave may be used in half (1/2) day allotments.

ARTICLE IX: EMPLOYEE HOURS AND LOAD

A. Work Day
The maximum hours of work for employees will be seven (7) hours and fifty (50) minutes per work day, except Fridays, days before holidays, or days whereon there is an emergency school closing, in which case employees shall be allowed to leave when student buses have departed.

No employee shall be required to work on days whereon school is closed for snow or other emergencies. Employees may be required to work when the emergency does not constitute a hazard to employees.

Certified staff will be available for one hour of extra duty time, once a month during the months of September through May, for meetings. The meeting will not start before 7:30 a.m. and will not last past 4:50 p.m.

B. Leaving the Building
Employees may leave the building with permission of their principal for lunch or other business.

C. Preparation Time
1. Grade Level
Classroom employees shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

a. Elementary School - 30 minutes

D. Lunch Period
A duty free lunch period of at least twenty-five (25) minutes per day may be allowed, provided a committee of teachers and administration can determine the schedule is feasible yearly.

E. Evening Events

Honorariums for two elementary concerts for regular elementary teachers.

ARTICLE X: EXTENDED LEAVE

1. All employees shall be eligible for extended leave subject to the following conditions:

   a. Notification

   The employee shall notify the superintendent when the employee foresees the necessity to alter employment commitments as a result of any medical disability. A written statement from the employee's physician regarding ability to continue duties shall be presented. If difference of opinion exists regarding ability to continue duties, such shall be resolved by a written statement from the acting senior physician at the Clarion Clinic at the expense of the employer.

   b. Return Rights

   The employee shall return to previously assigned full-time duties following the termination of the medical disability unless the employee has requested an extended leave. Before returning, the employee shall submit a statement from the attending physician certifying physical and mental fitness to resume such duties.

   Upon returning to employment, the employee shall assume all previous rights and privileges. If a difference in opinion exists regarding the ability to return to duties, such shall be resolved by a physician jointly selected by the parties. The employee shall notify the employer at least seven (7) days in advance that he/she wishes to return to previously assigned duties.

C. Benefits

The employee shall have the opportunity to continue all insurance for one (1) additional year at the employee's expense.

d. Pay
An employee shall be entitled to all raises and increments upon return if the employee serves at least one-half (90 days) of the school year. This ninety (90) day period need not be continuous.

e. Sick Leave Use
Sick leave may be used by an employee only in the amountof accumulated sick leave and not to extend beyond such time that the physician deems the employee physically and mentally fit to return to the assigned duties of employment.

f. Extension Without Pay
Extended leave with pay for up to one (1) year may be granted upon the request of the employee and approval of the employer.

ARTICLE XI: EMPLOYEE WORK YEAR

A. In-School Work Year
The Association agrees to a committee of DEA members to work with the administration in preparing an employees work year and school calendar for school board consideration.

B. Holidays
All members of the bargaining unit shall be entitled to the following six holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
4. Good Friday
5. Memorial Day

No employee shall be required to perform duties on any of the above holidays.

ARTICLE XII: REDUCTION AND REALIGNMENT OF STAFF

A. Notification
Should the District determine that it is necessary to reduce staff, the District will determine the area of the educational program that is to be affected and report that decision to the Association by a date that is consistent with Chapter 279 of the Code of Iowa. In the event that members of the faculty covered by this agreement are affected by the school board's decision to reduce staff, the following procedures will apply.

B. Procedures

1. The administration shall attempt to accomplish the necessary reduction by attrition. Attrition means retirements, resignations, etc.

2. If the necessary reduction cannot be accomplished by attrition and realignment of remaining faculty, those teachers, if any, with emergency or temporary/certification shall be reduced next, provided that no teacher whose certification is required to maintain a program which is required by the D.O.E. shall be reduced.

3. In the event it becomes necessary to reduce teachers who are fully certificated by the State of Iowa to perform services for the school district, the following procedures will apply, provided that no teacher whose certification is required to maintain a program which is required by the D.O.E. shall be reduced.

ALL STAFF

Given the necessity to retain the most qualified and experienced staff, those teachers who are in their probationary years (the first two years of employment in the District) shall be reduced first. Should a choice be necessary between two (2) or more probationary teachers, that teacher whose relative qualifications to the available work are least shall be reduced.

If the necessary reduction cannot be accomplished by reduction of probationary teachers or there are no probationary teachers, non-probationary teachers shall be reduced in the inverse order of seniority provided that the qualifications of the teacher are relatively equal.

If necessary reduction cannot be accomplished by reduction of probationary teachers or because there are no probationary teachers, non-probationary teachers shall be reduced in the inverse order of seniority provided that the qualifications of the teacher are relatively equal.

Special Program Areas

Should the work of a special area teacher (P.E., Music, Art, Counselor, Learning Disabilities, and Title I Teachers) be discontinued, reduction within the special area will be in the inverse order of seniority provided the qualifications of the teacher are relatively equal.

4. Should a senior employee be eligible to displace a less senior employee under the provisions of this article, no displacement may occur in situations wherein a teacher would be required to teach subjects outside his/her major area(s) of preparation and/or outside his/her prior experience.

5. Teachers selected for staff reduction shall be notified in writing no later than a date that is consistent with Chapter 279 of the Code of Iowa.

C. Seniority

Seniority shall be computed from the employee's most recent date of hire provided that seniority will continue to accrue during all approved leaves of absence, and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken for teachers who are subsequently reinstated or recalled or for teachers who resign for reasons of staff reduction and re recalled. Should a choice be necessary between two (2) or more teachers with equal seniority the decision for retention will be based first on training, and then on other qualifications to do the available work, with the more qualified teacher being retained.

By December 1, the Association shall be provided a listing of employees in the elementary school K-6,and in Special Areas with specification of each employee's record of seniority and specification of certification, including D.O.E. approvals and endorsements. The list shall also include each teacher's record of experience by program area.

D. Recall

Any teacher who is reduced pursuant to this article shall have recall rights to any position for which he/she is qualified, D.O.E. certification, or for which he/she becomes qualified, for a period of two (2) years from the effective date of the employee's termination. Teachers shall be recalled in inverse order of termination.

An employee desiring recall rights shall maintain on file with the superintendent the employee's mailing address. Should a vacancy occur, the superintendent shall notify the teacher by certified mail of the vacancy. The teacher shall respond affirmatively within twenty (20) calendar days of date of the superintendent's notice. Failure to respond affirmatively within the required time shall result in termination of the teacher's right of recall.

Any employee who resigns upon request or is terminated pursuant to this article shall be accorded the recall rights provided herein. A teacher who is recalled shall receive placement on the salary schedule at one step greater than he/she was at the time of termination, unless the teacher has additional experience or training for which he/she shall receive credit on the salary schedule. All other benefits, including unused accumulation of sick leave, shall be restored to the employee upon recall.

Teachers on layoff will receive preference in filling substitute positions.

E. Definitions

The term qualifications means employee evaluations, certification (endorsements and approvals), educational preparation, and involvement in extra-curricular activities.

F. Voluntary Transfer

1. Definition - The movement of an employee to a vacant position in a different grade level or subject area shall be considered a transfer. If an employee's job assignment is merely reapportioned such that an employee is not moved to a new grade level or subject area, this reapportionment shall not be deemed a transfer. A realignment in the context of a staff reduction is likewise not a transfer. A transfer presumes a vacant position as defined by the district which it desires to fill. A position as originally vacated may be eliminated or restructured at the discretion of the district.

2. Prefiling - Employees who desire a transfer to another grade level or subject area may file a written statement of such desire with the superintendent. Such statement shall include the grade level(s) or subject area(s) to which the employee desires to be transferred. Transfer requests on file as of the date of the district declares the vacancy open will be considered. Transfer requests shall be valid for one year from the date they are filed.

3. Criteria - Requests for voluntary transfer will not be refused for arbitrary or capricious reasons.

G. Involuntary Transfers

1. Definition - The movement of an employee to a vacant position in a different grade level or subject area shall be considered a transfer. If an employee's job assignment is merely reapportioned such that an employee is not moved to a new grade level or subject area, this reapportionment shall not be deemed a transfer. A realignment in the context of a staff reduction is likewise not a transfer. A transfer presumes a vacant position as defined by the district which it desires to fill. A position as originally vacated may be eliminated or restructured at the discretion of the district.

2. Interplay - Voluntary transfer requests shall be considered prior to involuntary transfers.

3. Criteria - Involuntary transfers shall not be made for arbitrary or capricious reasons.

4. Meeting - A meeting shall be held with an employee to be involuntarily transferred to discuss the reason(s) for the involuntary transfer.

ARTICLE XIII: HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of employee's choice who will attest to the employee's physical fitness. The completed physical form shall be given to the superintendent by October 1st.

B. Physical Fitness - Continuing Employees

All employees shall have a physical examination every three (3) years. The employees may choose their own physician.

C Costs

Up to $70.00 shall be paid for the employee's physical exam by either the District's health insurance carrier or by the District, or a combination thereof. For teacher's physicals, the teacher may choose his/her own physician. It is the understanding of parties that the employee will first solicit reimbursement for the physical exam from the insurance carrier, and that if the carrier fails to pay any portion of the full amount then the District's obligation begins.

ARTICLE XIV: EVALUATION PROCEDURE

A. Formal Evaluation Procedures

Evaluation is for the primary purpose of the improvement of instruction. This section shall apply only to a formal process for evaluation for the primary purpose of the improvement of instruction.

1. Notification

By September 15th of each school term the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures, formal evaluation standards and instruments to be used. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed. Should the formal evaluation instrument be changed, the building principal may first solicit input from the Dows Education Association and then will provide employees under his/her supervision with an orientation to the new instrument at least two(2) weeks before application of the instrument.

2. Required Observation

The initial observation will be pre-announced. All observations will be conducted with full knowledge of the employee. A probationary employee will be observed a minimum of one (1) time per semester. Career teachers will participate in an individual Career Development Plan with a formal observation at least once every three years.

The building principal or supervisor shall evaluate each employee formally in writing. The formal written evaluation shall be preceded by at least one (1) observation of at least thirty (30) consecutive minutes.

Individual Career Development Plans--The evaluator will meet with the teacher to review the teacher's development plant and help modify the plan, if need be, to fit the district's expectations. The evaluator and the teacher shall establish a mutually agreed upon time for a conference to review progress in meeting the goal(s) in the plan.

3. Conference and Copy

A final evaluation conference will be held annually with each employee prior to April 10th. The teacher shall have at least two (2) days prior notice concerning the date of the conference. Should the teacher fail to attend a scheduled conference, the administrator shall not be required to reschedule the conference.
A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily

mean agreement with the evaluation, but rather awareness of the content. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Responses

If the employee fees his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may within thirty (30)days of the conference put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

B. Informal Evaluation Procedures

Should the school administrator reach evaluation conclusions concerning the performance, capability, or behavior or an employee by means or methods other than those set out in Section A of this article, the following procedures will apply:

1. A copy of each written notation of an informal evaluation which is included in the employee's personnel file shall be given to the employee at the time of filing.

2. If the employee feels the informal evaluation is incomplete, inaccurate, or unjust, he/she may request a conference with the school administration to discuss the evaluation and such conference will be granted within five (5) school days following the receipt of the employee's written request for the conference. The employee may, at his/her option, be accompanied by an Association representative at the conference.

   At the conference the administration shall cite the instance(s) upon which the evaluation is based; shall review the nature and extent of the administration's investigation therein; shall furnish the employee with a copy of the District policies or rules upon which the evaluation is based unless the District has previously provided the employee with the policy or rule; and shall furnish the employee, upon request, with the names of person or persons upon whose observations the evaluation is based.

   The employee shall be given an opportunity to respond orally or in writing, or both, if desired. Any written response shall be attached to the informal evaluation and included in the personnel file.

C. Personnel File

1. Each employee shall have the right to review the contents of his/her personnel file. A representative of the Association, at the employee's request may accompany the employee in his/her review. Credentials and letters of recommendation will be excluded from the file when it is to be examined by the employee.

2. Any complaints directed toward and employee which are placed in his/her personnel file shall be promptly called to the employee's attention in writing.

3. The employee shall have the right to reproduce any of the contents of his/her personnel file except credentials or letters of recommendation. The employee shall bear the cost of such reproduction.

D. Right to Grieve

All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this agreement.

ARTICLE XV: SAFETY PROVISIONS

A. Employee Facilities

The Board shall provide the following for employees:

1. Employee Equipment
A serviceable desk, chair, and lockable storage area for the exclusive use of the employee within the limits of the budget.

ARTICLE XVI: SUPPLEMENTAL PAY

A. Extracurricular Activities

1. Approved Activities
The Board and the Association agree that the extracurricular activities listed in Schedule B are official school sponsored activities covered by school insurance.

2. Rates of Pay
Employee participation in extracurricular activities which extend beyond the contracted work day shall be compensated in Schedule B, which is attached hereto and made a part thereof.

3. Driving School Vehicles
An employee who drives a school-owned vehicle transporting students to a school activity for which the teacher is coach, director, sponsor, or substitute bus driver shall be reimbursed for their services at a rate of: $15.00 per trip for driving a school vehicle; $30.00 per road trip for driving a school bus.

ARTICLE XVII: INSURANCE

The Board agrees to make available to all members working 20 hours or more per contracted week the following coverage:

A. Health Insurance
The Board will contribute the total cost of the single rate for PPO insurance or will pay one half of the total family (employee + extra dependent) insurance. Eligible premiums may be on a pre-tax basis if desired by the member. Monies not eligible for pre-tax benefits (including Tax Shelters) will be included as taxable income (at no increase or decrease in total cost to the Board). The benefit plans shall be established by mutual agreement with the Union and Board.

All 2001-2002 teachers that do not take family insurance will receive $600 a year in monthly installments of $50, to be applied to a TSA. If a 2001-2002 teacher drops family coverage, he/she will receive the $600 to be applied to a TSA. This $600 is only for 2001-2002 teachers on staff. This will not be offered to new teachers into the district.

It is required that at least 75% of all eligible members participate in the group medical plan.

B. Part-Time Teachers
Employees who are employed part-time will have the same fraction of premium coverage according to their fraction of contract.

C. Long Term Disability
Each member may be covered by a Long Term Disability program. The benefits will be 60% of the member's contracted salary, subject to the insurance contract provisions. The member will contribute 100% through payroll deductions.

D. Section 125 of the IRC
Both Flex I (Premium Only) and Flex II (Unreimbursed Medical Expense and Dependent Care reimbursement) shall be available to those who choose. The Board shall pay the start-up costs of the plan. Any cost over this amount will be paid by the employee.

E. Coverage
Coverage shall become effective on the first of the month coinciding with or next following the date of employment. Coverage shall terminate at the end of the month following termination of employment, or on August 31 if the member has satisfactorily completed their contracted duties.

F. Continuation
In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the contract year. Employees on paid leave shall continue to have Board contributions made according to the level described above.

Retired teachers (those who retire after the 1991-92 school year) or other employees on nonpaid leave for one (1) month or longer shall have the option to continue the Board provided programs by paying the premiums to the Board in advance of the billing date.

G. Insurance Information
The employer is responsible and will provide each member with an insurance booklet outlining each of the benefits within 10 days of employment, or as soon as practical thereafter. As changes occur in the insurance contracts as required by federal or state mandates, notification will be made to each member in a timely manner.

ARTICLE XVIII: WAGES AND SALARIES

A. Schedule
The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule
Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience
Credit up to the fifth step of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited elementary or secondary school upon initial employment. Credit for experience shall not be retroactive.

C. Advancement on Salary Schedule

1. Increments
a. Employees on the regular salary schedule shall be granted one (1) increment of vertical step on the schedule for each year of service until the maximum is reached. A year of service consists of employment in the Dows Community School District for ninety (90) consecutive teaching days or more in one (1) school year. Employees may be denied an increment for proper cause.

2. Educational Lanes
a. Credits earned and approved during school year or summer will apply on the teaching contract for the ensuing school year provided advance notice has been given and official results reported to the superintendent's office by September 10th of the contract year.

b. Credit for salary schedule advancement will be given if approved in advance by the superintendent by school year's end and is credit beyond the BA degree in the teacher's area of assignment. Approved coursework, satisfactorily completed must be documented by an official transcript submitted no later than September 10th.

D. Method of Payment

Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

E. Extended Year Contract Rate
The salary schedule is based upon a 193-day work year. Any employee who is offered and accepts a regular teaching contract for more than 193 days will be additionally compensated at a per diem (1/193th) rate of his/her contracted salary.

F. Educational Requirements
Commencing on January 20, 1982, each employee shall earn six (6) semester hours of college/university approved credit every five (5) years. The Board may approve A.E.A. credit equivalency in lieu of college/university credit. Proof of successful completion of the course shall be accepted in lieu of college transcripts. The date of credit acceptance for MA + 10 employees shall be retroactive to June 1, 1980.

ARTICLE XIX: DUES DEDUCTION

A. Authorization
Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form for the assignment shall be set in Schedule C. The form shall be delivered to the administration by September 5th to be included in the September payroll.

B. Regular Deduction
Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

C. Prorated Deduction
Employees who begin deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

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 and to the Association.

ARTICLE XX: REOPENER

Any increase in Iowa State Legislature allocations or funds not specifically earmarked or appropriated for special programs that come into the Dows Community School District after July 1 of each school year shall be considered new monies. Money allocated by the Legislature for L.D., transportation, and IPERS reimbursement shall not be included in new monies.

A minimum of $2,001 shall reopen the salary schedule.

Any reduction in allowable expenditures as required by the Department of Education in excess of $2,001 will also cause a reduction in the base salary in the amount of 50 percent of the amount that the state would require us to lower our allowable expenditures.

Fifty percent of all new money, including the $2,001 shall be applied to an increase in the base of the salary schedule shown in Schedule A.

ARTICLE XXI: SCOPE OF RENEGOTIATION

The Dows Community School District and the Dows Education Association will both limit themselves to two (2) Articles of language (either modification of existing Articles or introduction of new Articles), of their separate choosing, for negotiations each year. Any Article that has been grieved during the 12 months prior to the initiation of negotiations (the 1st Open Meeting) may also, at the request of either party, be negotiable. In addition, Schedules A and B will be negotiated annually.

ARTICLE XXII: COMPLIANCE CLAUSES AND DURATION

A. Duration Period

This agreement shall be effective as of August 20, 2005 and shall continue in effect until August 20, 2007.

B. Signature Clause

In witness whereof, the parties have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, on the 22nd day of March, 2005.

DOWS EDUCATION ASSOCIATION

BY: Shelly Howard
PRESIDENT

BY: Lyle Schwartz
CHIEF NEGOTIATOR

DOWS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: Jackie K. Nachl
PRESIDENT

BY: Virginia Hoelscher
CHIEF NEGOTIATOR

DOWS COMMUNITY SCHOOL SALARY SCHEDULE A
2005-2007

Base 24820

Step	BA	BA+10	BA+25	MA/BA45	MA+10	MA+20	PhD
	1.00	1.03	1.06	1.09	1.12	1.15	1.18
1	$ 24,820	$ 25,565	$ 26,309	$ 27,054	$ 27,798	$ 28,543	$ 29,288
	1.03	1.06	1.09	1.12	1.15	1.18	1.21
2	$ 25,565	$ 26,309	$ 27,054	$ 27,798	$ 28,543	$ 29,288	$ 30,032
	1.06	1.09	1.12	1.15	1.18	1.21	1.24
3	$ 26,309	$ 27,054	$ 27,798	$ 28,543	$ 29,288	$ 30,032	$ 30,777
	1.09	1.12	1.15	1.18	1.21	1.24	1.27
4	$ 27,054	$ 27,798	$ 28,543	$ 29,288	$ 30,032	$ 30,777	$ 31,521
	1.12	1.15	1.18	1.21	1.24	1.27	1.30
5	$ 27,798	$ 28,543	$ 29,288	$ 30,032	$ 30,777	$ 31,521	$ 32,266
	1.15	1.18	1.21	1.24	1.27	1.30	1.33
6	$ 28,543	$ 29,288	$ 30,032	$ 30,777	$ 31,521	$ 32,266	$ 33,011
	1.18	1.21	1.24	1.27	1.30	1.33	1.36
7	$ 29,288	$ 30,032	$ 30,777	$ 31,521	$ 32,266	$ 33,011	$ 33,755
	1.21	1.24	1.27	1.30	1.33	1.36	1.39
8	$ 30,032	$ 30,777	$ 31,521	$ 32,266	$ 33,011	$ 33,755	$ 34,500
	1.24	1.27	1.30	1.33	1.36	1.39	1.42
9	$ 30,777	$ 31,521	$ 32,266	$ 33,011	$ 33,755	$ 34,500	$ 35,244
	1.27	1.30	1.33	1.36	1.39	1.42	1.45
10	$ 31,521	$ 32,266	$ 33,011	$ 33,755	$ 34,500	$ 35,244	$ 35,989
		1.33	1.36	1.39	1.42	1.45	1.48
11	+$200	$ 33,011	$ 33,755	$ 34,500	$ 35,244	$ 35,989	$ 36,734
		1.36	1.39	1.42	1.45	1.48	1.51
12		$ 33,755	$ 34,500	$ 35,244	$ 35,989	$ 36,734	$ 37,478
		1.39	1.42	1.45	1.48	1.51	1.54
13		$ 34,500	$ 35,244	$ 35,989	$ 36,734	$ 37,478	$ 38,223
		1.42	1.45	1.48	1.51	1.54	1.57
14		$ 35,244	$ 35,989	$ 36,734	$ 37,478	$ 38,223	$ 38,967
		1.45	1.48	1.51	1.54	1.57	1.60
15		$ 35,989	$ 36,734	$ 37,478	$ 38,223	$ 38,967	$ 39,712
		1.48	1.51	1.54	1.57	1.6	1.63
16		$ 36,734	$ 37,478	$ 38,223	$ 38,967	$ 39,712	$ 40,457
		+$200	+$200	+$200	+$200	+$200	+$200

SCHEDULE B

2005-2007

PLAY DIRECTOR	500.00
MUSICAL PLAY DIRECTOR	200.00
VOCAL-CONTESTS	200.00
BAND-SUMMER LESSONS & CONTESTS	500.00

SCHEDULE C

DUES DEDUCTION AUTHORIZATION FORM

_____
Name

_____ _____ _____
Date Started Amount Per Month No. of Months

I hereby request and authorize the Board of Education of the Dows Community School District as my remitting agent, to deduct from my salary check each month until this authorization is changed or revoked as provided herein, 1/10th of the prevailing annual rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of the Dows Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof.

Date_____ Signature_____

Social Security #_____

SCHEDULE D

#_____

GRIEVANCE CLAIM

_____
Date Filed

_____ School District

_____ Building

_____

Name of Person Making Claim

_____

LEVEL II
(Principal)

A. Date 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