· DUBUQUE CSD / EA 06-07

AGREEMENT

Between the

BOARD OF EDUCATION
DUBUQUE COMMUNITY
SCHOOL DISTRICT

and the

DUBUQUE EDUCATION ASSOCIATION

July 1, 2006
to
June 30, 2007

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ARTICLE I - PREAMBLE

The parties recognize the necessity of providing an educational program of high quality for the students of the Dubuque Community School District.

The parties recognize their mutual aim to promote harmonious and cooperative relationships among the Employer, the Association, and the employees covered by this Agreement, to assure effective and efficient operation of the Dubuque Community School District, and to protect the rights of all such parties as guaranteed in the Iowa Public Employment Relations Act.

The intent and purpose of this Agreement is to set forth the negotiated understandings of the parties and to provide procedures for the prompt and equitable resolution of grievances.

ARTICLE II - RECOGNITION

2.1 Unit - The Employer recognizes the Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 28, issued July 7, 1975. The term "employee," when used in this Agreement and as specified in such certification, shall mean classroom teachers, marketing education coordinators, business professional coordinators, visiting teachers, English As A Second Language (ESL) teachers, home schooling teachers, elementary specialists (art, physical education, music), Title I teachers, learning resource center teachers, audio visual specialist, information media specialists, LRC/TAG consultant, visual and performing arts consultant, secondary learning center teachers, instructional technology consultant, librarians, special education teachers, department chairpersons, elementary physical education chairpersons, Title I consultant, curriculum consultants, school nurses, deans, guidance counselors, teachers on special assignment, mentoring coordinator, substitute teachers, student needs facilitator, instructional strategists, TAG strategist, and student assistance strategists; but excluding the superintendent, associate superintendent, principals, assistant principals, activities supervisor, executive director of finance and business services, executive director of human resource services, assistant director of business services/finance, director of support services, director of development and assessment, executive director of equity operations and school services, director of technology, director of student services, public information/communications coordinator, director of activities and athletics, director of school improvement and staff development, director of special education, curriculum supervisors, health services supervisor, and those persons excluded by Section 4 of the Act.

2.2 Definitions - When used in this Agreement, the following terms shall have the following meanings:

2.21 The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.

2.22 The term "Employee" shall mean those professional employees represented by the Association and specified by the P.E.R.B. Certification and described in Section 2.1 above.

2.23 The term "Association" shall mean the Dubuque Education Association or its duly authorized representatives or agents.

2.24 For purposes of this Agreement, "working days" shall be defined as contract days during the school year. From the last day of the regular school year to the first day of the next regular school year, "working days" shall be defined as "business days."

ARTICLE III - EMPLOYEE RIGHTS

3.1 Rights and Protection in Representation - The parties recognize that employees, under the Iowa Public Employment Relations Act, have the right to join or assist the Association, to negotiate collectively through the Association, to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to file and process grievances as defined in and as provided by ARTICLE XI of this Agreement, and to refuse to join the Association or participate in any such activities. There shall be no interference with, restraint, coercion or harassment of, or discrimination against, any employee because of his/her exercise of such rights, by the Employer, the Association or any employee.

3.2 Statutory Savings Clause - The parties recognize and agree that no provision of this Agreement shall be deemed to modify or abridge the rights of employees under Section 279.13 and 279.24 of the Code of Iowa.

3.3 Evaluation of Students - The employee shall have the responsibility to determine grades and other evaluations of students within the grading policies of the Dubuque Community School District based upon his/her professional judgment of available criteria pertinent to any subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without good reason and prior discussion with the employee.

3.4 Personnel File - Each employee shall have the right to review and reproduce, at his/her cost and during his/her non-working time, any materials contained in his/her personnel file except for confidential credentials and related personal references obtained at the time of initial employment. The employee shall have the right to respond to all such materials, which response shall become a part of such file. No separate personnel files shall be established which are not available for the employee's inspection. The employee shall be notified in writing of any written complaints against the employee that are to be placed in his/her personnel file.

ARTICLE IV - ASSOCIATION RIGHTS

4.1 Communications - The Association shall have the right to post notice of Association meetings, its elections and the results thereof, and its social or educational activities. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement, but not in areas open to students or the public. The Association shall have the right to use the Employer's inter-building mail system for the distribution and reception of such communications to employees excluding political endorsements.

4.2 Access to Employees - Officers of the Association and representatives of its affiliates shall have access to employees on employees' non-working time for lawful Association business provided that such access shall not interfere with or interrupt school operations. Advance notice of intended access shall be given to the appropriate building principal.

4.3 Association Identification - No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V - DUES DEDUCTION

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Employer's payroll department an authorization for payroll deduction of Association dues, in the form set forth in Schedule A. The Employer will make ten monthly deductions, commencing with the November payroll and continuing through August, in the amounts specified in such authorization provided the Employer has been provided with such authorization by November 10. New employees hired after November 10 will be given an opportunity to authorize dues deductions by completing the form in Schedule A, which must be received by the Employer's payroll department at least fifteen (15) calendar days prior to their first scheduled salary payment. The Employer will remit such dues to the Association within ten (10) calendar days after such deduction and will provide the Association with a monthly update to the annual list of employees for whom deductions were made. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) calendar day notice to the Employer by an employee. It shall be the Association's responsibility to provide a listing of members with their social security numbers to the District Payroll Department by November 10 each year designating the annual amount to be withheld. The Association agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability arising out of the operation of this Article.

ARTICLE VI - OTHER PAYROLL DEDUCTIONS

6.1 Authorization Form - Any employee may sign and deliver to the Employer's payroll department an authorization form for various payroll deductions. The authorization form shall be as approved by the payroll department.

6.2 Date Due - The Employer will deduct from the employee's check an amount specified by the employee, if the Employer has been provided with such authorization form by the 10th of the month in order to be effective with the payroll check issued on the last working day of that particular month.

6.3 New Employees - Employees hired after the 10th of the month will be given the opportunity to authorize payroll deductions by completing the necessary forms and delivering same to the Employer's payroll department no later than twenty (20) calendar days prior to the employees' first end of the month scheduled paycheck.

6.4 Termination - Any authorization for payroll deductions may be terminated at any time upon twenty (20) calendar days written notice to the Employer's payroll department by the employee.

6.5 United Way - Payroll deduction for United Way will not be accepted by the Employer unless an employee donates a minimum of $1.00 per payroll deduction period and such deduction shall continue for no less than eight (8) pay periods.

6.6 Savings Bonds - Payroll deductions for savings bonds will be accepted in any multiples of $5.00 toward the purchase of savings bonds in the principal sum as determined by the employee. Employees will be allowed two modifications per year in changing bond amounts, beneficiaries, or other related items. .

6.7 Credit Union - Employees will be allowed four modifications per year in changing credit union deductions.

6.8 403(b) Plans - The Employer will accept 403(b) payroll deductions in a minimum amount of $50.00 per month and employees may have three adjustments per calendar year in payroll deductions for 403(b) purchases. Adjustments to be effective for a given month must be properly filed in the District Payroll office per section 6.2 of this Agreement. Each employee may purchase 403(b) plans from a maximum of two different companies. There will be no limitations on the number of 403(b) contracts that an employee may purchase. It is the responsibility of the employee to contact the 403(b) plan provider.

ARTICLE VII - JUST CAUSE

No employee will be disciplined, suspended, discharged, demoted, or his/her contract not renewed without just cause. In the event an employee is interviewed by the administration regarding such contemplated disciplinary action, he/she shall have the right upon request to have an Association representative present. If any employee or the Association files any action, claim or proceeding in any form other than the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim under the grievance procedure of ARTICLE XI of this Agreement.

ARTICLE VIII - EVALUATION PROCEDURES
Professional Staff Evaluation System
Track I: Beginning Teachers & Nurse Professionals

During the first two years of employment with the Dubuque Community School District, all beginning teachers and nurse professionals will participate in Track I of the Professional Staff Evaluation System. Staff members may be assigned/offered a third year of Track I by their evaluator. Written notification of this decision will be provided to the employee by April 30. Upon successful completion of Track I, staff members will be placed on Track II of this system.

Procedures

The evaluation system shall consist of formal observations, artifact collection and review of additional data gathered by the administrator. The evaluation process will begin with written notification to the staff member prior to October 1 or, for persons hired after September 10, within three weeks of their first day of work. Each staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.

Observation Process

1. A minimum of four formal observations shall be conducted by the evaluator(s) before April 15. Those observations shall include pre- and post-observation conferences, which will be scheduled for dates and times mutually agreeable to the staff members and the evaluator(s). A minimum of two observations will be concluded prior to February 1 and a third observation will be concluded prior to March 30.
2. The formal observation process shall consist of:
   a. Pre-Observation Conference
      1. The pre-observation conference is the opportunity for the professional staff member and evaluator(s) to provide each other with information that will be helpful to observation process.
      2. At or before the pre-observation conference, the staff member will submit the Pre-Observation Conference Form for the session to be observed.

3. At this pre-observation conference, the staff member may submit other artifacts or planning data.

b. Observation
   1. During the observation, the evaluator will gather data, which is descriptive of the teaching/learning situation.
   2. Criteria used during the observation will correlate with the Iowa Teaching Standards.
   3. All formal observations will be of sufficient length to observe the entire session agreed upon for observation. At least one of those observations will be for a minimum of 45 minutes. Observations will be conducted openly with the full knowledge of the staff member.
   4. In order to gain the most solid sense of a staff member's expertise and to provide the best support for professional growth, it is recommended that at least one formal observation during Track I be of extended duration (3-4 hours or longer at the elementary level, or observations extended over three sequential working days at the secondary level).

c. Post-Observation Conference
   1. The post-observation conference is an open and honest discussion of the observation between the professional staff member and the evaluator(s).
   2. The post-observation conference will be held within two working days of the observation, except in unusual circumstances.
   3. During the post-observation conference, or within 24 hours after that conference, the evaluator will provide brief written feedback to the staff member based on the Iowa Teaching Standards.
   4. At this post-evaluation conference, the staff member may submit additional artifacts or data to assist in a review of the session observed.

Artifact Collection

Artifacts used in a teaching unit or within a specified time period shall be available or submitted to the observer for feedback. The time period will be mutually agreed to by the staff member and the evaluator. Any materials that are used to develop the instructional environment for students can be used for artifacts.

Additional Data and Input

Informal walk-through or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

Comprehensive Evaluation

1. The written Comprehensive Evaluation, using the State Summative Evaluation Form* (for teachers) or the counselor or nurse summative evaluation form* must be submitted to the office of the Executive Director of Human Resource Services on or before May 15, reviewed by appropriate district administrators, and placed in the employee's file by August 15.
2. Prior to the filing of the Comprehensive Evaluation, the evaluator and staff member will have a final conference to write and/or review the evaluation. If, through the evaluation process, a need for improvement of performance in relation to the Iowa Teaching Standards or the Four Domains is noted, a Planned Program for Improvement* will be developed for experienced teachers new to the District or probationary teachers participating in a third year of induction or mentoring. The key areas to be addressed will be noted on the Comprehensive Evaluation,

and the Planned Program for Improvement which will be attached to the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the Comprehensive Evaluation.

Remedy

All employee evaluations are to be fair and accurate. An employee or the Association as the employee's representative has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust or inaccurate in cases in which the evaluation indicates that his/her overall performance is less than satisfactory, or in any proceeding in which the District attempts to justify adverse action against an employee, including such adverse action as withholding a step increase, suspension, termination, layoff or placement on probation.

Probationary employees shall be subject to the provisions of Sections 279.14 and 279.19 of the Iowa Code.

*denotes documents/forms which are included as part of this agreement, Schedule J.

Professional Staff Evaluation System
Track II: Individual Career Development Plan (ICDP)
and Performance Review

Newly hired career teachers operating under a standard Iowa license shall be oriented to the evaluation procedures and the Iowa Teaching Standards by the superintendent/designee by October 1. During the first two years of employment, the teacher shall complete the Performance review process and be formally observed at least twice per year following the Track II observation evaluation process.

Following successful completion of participation in Track I of the Professional Staff Evaluation System, all professional staff will participate in Track II, which includes an Individual Career Development Plan and a Performance Review.

Individual Career Development Plan Procedures

1. Professional staff not on Track I and not on Track III will be involved in developing, implementing and assessing Individual Career Development Plans as participants in Track II. Track II will require that each staff member develop an ICDP which will be reviewed annually with his/her evaluator. A cycle will be established and updated by the Executive Director of Human Resource Services. Opportunities will be provided for staff members to realign their place in the cycle in order to facilitate teaming, contingent upon principal approval.

2. Each individual will develop an ICDP in collaboration with a designated administrator. Individuals may choose to work collaboratively with others. The individual plan shall be based, at minimum on:
   a. the needs of the teacher,
   b. the Iowa Teaching Standards, and
   c. the student achievement goals of the attendance center and the school district as outlined in the comprehensive school improvement plan.

3. Plans must reflect annual professional growth.

4. For teachers new to Track II, plans must be submitted to the principal or designee by October 15.

5. Individual Career Development Plans will :
   a. include a statement of goal(s);
   b. identify the Iowa Teaching Standards and criteria that will be addressed
   c. identify the data used to determine need (district/building student achievement goals and teacher need)
   d. include activities planned to meet the goal(s);
   e. provide indicators to document the accomplishment of a goal
   f. identify resources which may be used;
   g. establish a timeline.

6. Disagreements between the staff member and principal or designated administrator about the content, scope or rigor of an ICDP, will be discussed if requested, with a representative appointed by the Executive Director of Human Resource Services and a representative appointed by the Association. The final decision shall be made by the evaluator.

7. An annual review of the teacher's ICDPs progress shall occur between the evaluator and teacher. Modifications and revisions to the plan may be made as the result of this meeting.

8. Informal discussions of the progress being made toward completing the plan may be initiated by either the staff member or the administrator at any time throughout the duration of the plan.

9. If, during the term of the ICDP, a staff member wishes to amend the plan, the staff member will discuss proposed changes with the administrator and submit a revised plan including changes agreed-upon for that goal area.

10. If, during the term of the ICDP, a staff member changes level or curriculum area assignment (e.g., elementary to secondary or classroom to specialist), he or she will prepare an amended ICDP according to the procedures outlined above. This plan must be submitted by October 15.

11. By May 15 of the third year of the ICDP, each staff member in Track II will meet with her/his assigned administrator to discuss and complete the Performance Review Summary. The final review of the ICDP will be integrated into the Performance Review Summary.

<u>Performance Review Procedures</u>

1. A performance review of the staff member by the evaluator is required at least once every three years with a minimum of one formal observation.

2. The Performance Review Summary shall be conducted in year three (3) of the cycle. The Performance Review Summary form is found in Schedule J.

3. The staff member and the evaluator shall each receive a copy of the Iowa Teaching Standards Checklist form. The Iowa Teaching Standards Checklist form shall be used by the evaluator and the staff member to document observable and unobservable Standards/criteria. During an annual meeting the staff member and evaluator shall meet to identify the criteria that the evaluator has observed and to discuss any artifacts that the staff member may wish to share with the evaluator that relate to the Standards/criteria. The evaluator and staff member shall initial

each other's Iowa Teaching Standards Checklist form when each criterion is observed and include the date. The staff member and evaluator shall discuss the artifacts and information that could be used in future meetings regarding the Iowa Teaching Standards Checklist. The teacher and the evaluator shall each receive copies of suggestions that may arise from this meeting. It is the expectation of the District that teachers demonstrate continued competence in the Iowa Teaching Standards.

4. The formal observation process shall consist of:
   a. Pre-Observation Conference
      1. The pre-observation conference is the opportunity for the professional staff member and evaluator(s) to provide each other with information that will be helpful to the observation process.
      2. At or before the pre-observation conference, the staff member will submit the Pre-Observation Conference Form for the session to be observed.
      3. At this pre-observation conference, the staff member may submit other artifacts or planning data.

   b. Observation
      1. During the observation, the evaluator will gather data, which is descriptive of the teaching/learning situation.
      2. Criteria used during the observation will correlate with the Iowa Teaching Standards.
      3. The formal observation will be of sufficient length to observe the entire session agreed upon for observation. The formal observation will be conducted openly with the full knowledge of the staff member.
   c. Post-Observation Conference
      1. The post-observation conference is an open and honest discussion of the observation between the professional staff member and the evaluator(s).
      2. The post-observation conference will be held within two (2) working days of the observation, except in unusual circumstances.
      3. During the post-observation conference, or within 24 hours after that conference, the evaluator will provide brief written feedback to the staff member based on the Iowa Teaching Standards.
      4. At this post-evaluation conference, the staff member may submit additional artifacts or data to assist in a review of the session observed.

5. As part of the post-observation conference, the evaluator shall document criteria that have been observed (1) during the observation, (2) in multiple sources prepared by the staff member, and (3) in the pre- and post-conferences. The evaluator and staff member shall initial each other's Iowa Teaching Standards Checklist form when each criterion is addressed and include the date.

6. Multiple sources of data used in the job performance may be submitted to the evaluator for feedback. Any materials that are used to develop the instructional environment for students can be used for artifacts. Additional sources will include students, parents, teachers and other evaluators.

7. Informal walk-throughs or unannounced observations and other informal input relating to the job may be used to provide additional data in the evaluation process. The informal input may include observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with

fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

8. By April 15, during the year of the Performance Review, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and staff member shall jointly determine what information the evaluator needs in order to indicate the teacher meets the Iowa Teaching Standards.

Performance Review Summary

1. The written Performance Review Summary must be submitted to the office of the Executive Director of Human Resource Services on or before May 15, reviewed by appropriate district administrators, and placed in the employee's file by August 15.

2. Prior to the filing of the written Performance Review Summary the evaluator and staff member will have a final conference to review the summary evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the Performance Review Summary.

3. After the completion of the Performance Review Summary the teacher will submit a new/modified ICDP. The new/modified plan may be submitted at anytime after completion of the Performance Review Summary but no later than October 15th. Teachers will not be required to meet during non contract days to finalize the ICDP.

4. A staff member's participation in any phase of Track II does not mean that an administrator may not visit that staff member's classroom or observe sessions conducted by the staff member. Administrators will continue to monitor the performance of all staff and will address concerns with staff members as they arise.

5. If, through the evaluation process, a need for improvement of performance in relation to the Iowa Teaching Standards is noted, an intensive assistance plan will be developed. The key areas to be addressed will be noted on the Performance Review Summary and the intensive assistance plan which will be attached to the evaluation. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the Performance Review Summary.

6. No teacher shall be required to sign a blank or incomplete evaluation form in Track I, II or III.

7. All documents related to the formal observation can be found in Schedule J.

Professional Staff Evaluation System for Nurse Professionals
Track II: Professional Growth System

Following successful completion of participation in Track I of the Professional Staff Evaluation System, all nurse professionals will participate in Track II: Professional Growth Planning. Placement and continuing involvement in this track is a recognition of the nurse's demonstration of satisfactory performance as identified in the Core Expectations* as they relate to the Iowa Teaching Standards or the Four Domains.

Procedures

1. Nurse professionals staff not on Track I and not on Track III will be involved in developing, implementing and assessing Professional Growth Plans as participants in Track II. Track II will require that each nurse develop a new Professional Growth Plan every three years. A cycle will be established and updated by the Executive Director of Human Resource Services. Principals will notify staff members by May 30 that they will be in the goal-setting year of Track II during the following school year. Opportunities will be provided for the nurse to realign his/her place in the cycle in order to facilitate teaming, contingent upon principal approval.

2. During the goal-setting year, each nurse will select one of the following options:
   a. Individual Professional Growth Plan for 2 years; or
   b. Group Professional Growth Plan for 2 years.

   The third year will allow time for reflection on and continued assessment of the plan and further integration of its components into the nurse's professional practice.

3. Each individual or group of 2-7 persons will develop a professional growth plan in collaboration with a designated administrator. Disagreements between the nurse and principal or designated administrator about the content, scope or rigor of a Professional Growth Plan will be resolved through discussions with a representative appointed by the Executive Director of Human Resource Services and a representative appointed by the Association.

4. Plans must reflect continuing professional growth.

5. Plans must be submitted to the principal or designee by October 15.

6. Each plan must include the following components:
   a. statement of goal(s);
   b. connection to Core Expectations* as they relate to the Iowa Teaching Standards or the Four Domains;
   c. activities planned to meet the goal(s);
   d. expected outcomes/results;
   e. resources which will be used;
   f. timeline;
   g. list of participants.

7. Informal discussions of the progress being made toward completing the plan may be initiated by either the nurse or the administrator at any time throughout the duration of the plan.

8. If, during the term of the Professional Growth Plan, a nurse or group wishes to amend the plan, the nurse or group will discuss proposed changes with the administrator and submit a revised plan including changes agreed-upon for that goal area.

9. If, during the term of the Professional Growth Plan, a nurse changes assignment (e.g., elementary to secondary), he or she may prepare an amended professional growth plan. This plan must be submitted by November 15.

10. By May 15 of the second year of the Professional Growth Plan, each nurse in Track II will meet with her/his assigned administrator to submit and discuss a Final Report. *

11. A copy of each Final Report will be submitted to the office of the Executive Director of Human Resource Services on or before June 15, reviewed by appropriate district administrators, and placed in the employee's file by August 15.

12. A nurse's participation in any phase of Track II does not mean that an administrator may not visit the health office or observe health education sessions conducted by the nurse. Administrators will continue to monitor the performance of all staff and will address concerns with nurse professionals as they arise.

*denotes documents/forms which are included as part of this agreement, Schedule J.

Nurse Professional Staff Evaluation System
Track III: Staff Assistance

Track III is designed to provide clear intervention and remediation for experienced nurse professionals whose job performance has been determined not to meet the District Core Expectations for Nurse Professionals. This plan provides a more structured and intensive mode of supervision for the nurse professional who is not consistently demonstrating one or more of the Core Expectations* for Nurse professionals.

Level A: Awareness/Professional Improvement

Procedures:

1. Throughout the entire time of a nurse professionals' employment with the district, administrators will monitor the performance of all nurses and will address concerns with nurse professionals as they arise. It is expected that most performance concerns will be resolved in a professional, collaborative manner at this level.
2. If an administrator's observation of any nurse professional indicates a performance problem related to the Core Expectations, and this situation is not resolved to the administrator's satisfaction by informal discussions, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of Track III, Level A, Awareness Phase. An observer may be invited to this meeting if this is acceptable to both the nurse professional and the administrator.

3. During this meeting, or immediately following, the administrator will convey to the nurse professional, in writing, examples of the specific behaviors that do not meet the Core Expectations.

4. Also during this meeting, the administrator will give to the nurse professional a Level A Professional Improvement Plan form* which the nurse professionals and administrator will complete, listing the performance areas to be improved, the steps which will be taken to improve performance, timeline, progress indicators, and the expected outcome(s).

5. The nurse professional may also seek assistance from other nurse professionals on a voluntary basis. Input from non-administrative staff whose assistance is received during Level A will be confidential to the nurse professional requesting that help and will not be used in any way in the evaluation process.

6. The duration of Level A shall be no less than one month and no more than three months. During that time, the administrator and nurse professional will review the nurse professional's

progress on the Level A, Awareness Phase. In addition, the nurse professional will continue with activities identified in her/his Track II Professional Growth Plan.

7. At the conclusion of the Level A, Awareness Phase, the administrator shall make one of the following decisions:
   a. retain the nurse professional in Track III: Level A for a single additional period of one to three months;
   b. return the nurse professional to Track II: Professional Growth Planning;
   c. move the nurse professional into Track III, Level B: Intensive Assistance Phase.

Level B: Intensive Assistance

Procedures:

1. If, in the judgment of the administrator, Level A does not result in a nurse professional's satisfactory and timely progress toward meeting Core Expectations, the administrator will communicate in writing that the nurse professional is to be placed into Level B: Intensive Assistance Phase. At this time, the administrator will inform the Executive Director of Human Resource Services of the decision to place the nurse professional in Level B.

2. Level B of Track III will begin with a formal meeting between the administrator and the nurse professional. An observer may be invited to this meeting if the nurse professional requests. If the nurse professional requests an observer, the administrator may request that another member of the administrative team also be present.

3. During this meeting, the administrator will convey to the nurse professional, in writing, the specific behaviors that do not meet the Core Expectations and will review documentation supporting this conclusion.

4. Also during this meeting, the administrator will present to and discuss with the nurse professional a Level B Intensive Assistance Plan* which directs the nurse professional in actions to be completed toward improving performance in areas identified as unsatisfactory.

5. A nurse professional in Level B will be placed on an intensive formal evaluation plan. The Level B Intensive Assistance Plan will require, but is not limited to, conferencing with the nurse professional, observations and follow-up activities. The plan may include additional strategies designed to remedy the documented unsatisfactory performance, including a recommendation for an Intensive Assistance Team.

6. With the agreement of the nurse professional or at the request of the nurse professional, the Level B Intensive Assistance Plan may call for an Intensive Assistance Team with experience or expertise in the performance area(s) in which the nurse professional is in need of improvement. Membership on the Intensive Assistance Team will be voluntary. The role of the Intensive Assistance Team, if used, is to use data and information provided by the supervisor and the nurse professional to assist in developing a planned approach to help the nurse professional meet Core Expectations. Strict confidentiality will be maintained by members of the Intensive Assistance Team. Observations and comments made by members of the Intensive Assistance Team are not presented in writing, are not reported to the supervisor, and do not become part of the nurse professional's evaluation. The assistance provided is targeted solely at helping the nurse professionals improve her or his performance in relation to Core Expectations.

7. The duration of the Level B Intensive Assistance Plan will vary, depending upon the needs of the nurse professional; however, it may not be for less than three regular school session months nor for more than one calendar year. The Level B Intensive Assistance Plan may be extended for up to one additional year upon the recommendation of the evaluator and the agreement of the Executive Director of Human Resource Services.

8. After the Level B Intensive Assistance Phase has been completed, or upon receipt of a written request from a nurse professional to discontinue the process, the administrator will complete a Track III Summative Evaluation, which makes one of the following recommendations:
   a. Satisfactory/Reappointed (nurse professional is assigned to Track II)
   b. Unsatisfactory/Not Reappointed (nurse professional is recommended for termination).

Remedy

All employee evaluations are to be fair and accurate. Except as provided in Iowa Code 279.14, an employee or the Association as the employee's representative has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust or inaccurate in cases in which the evaluation indicates that his/her performance is less than satisfactory, or in which the District attempts to justify adverse action against any employee, including such adverse action as withholding a step increase, suspension, termination, layoff or placement on probation. This shall include the right of the employee to grieve a decision by the District to place the employee on Track III, Level B and/or the recommendation of the employee's supervisor upon completion of Track III, Level B.

*denotes documents/forms which are included as part of this agreement, Schedule J.

ARTICLE IX - MANAGEMENT

9.1 Employer Rights - The parties understand and agree that the Employer shall have the exclusive right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of its operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

9.2 Limitations - The rights, powers, authorities and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE X - HEALTH REQUIREMENTS

10.1 Physical Fitness - All new employees, after initial employment, but within eight (8) weeks of their starting date, shall provide satisfactory medical evidence, at their own expense, of physical fitness to perform assigned duties. Medical evidence shall include proof of freedom from tuberculosis, if required by the Department of Education accreditation rules. Forms for such purpose shall be provided by the Employer. Such evidence shall include a statement from a doctor of medicine of the employee's choice.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 Purpose - The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

11.2 Definitions - A "grievance" is defined as a claim by the aggrieved employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

11.3 Procedure

11.31 Level One - The aggrieved employee shall attempt to resolve the grievance informally within twenty (20) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the appropriate principal or supervisor. The aggrieved employee will notify the principal or supervisor that this is a Level I grievance. The aggrieved employee may be accompanied by Association representatives of his/her choosing. The principal or supervisor will reply orally or in writing to the aggrieved employee within five (5) working days after being notified of the grievance.

11.32 Level Two - If after discussion with the appropriate principal or supervisor at Level I the grievance is not settled and the aggrieved employee wishes to appeal the grievance to Level II, the employee will reduce the grievance to writing (on the form attached to this Agreement as Schedule B) and submit it to the Executive Director of Human Resource Services within ten (10) working days after receipt of the principal's or supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Executive Director of Human Resource Services shall provide a written answer to the employee, with a copy to the Association, within ten (10) working days after receipt of the written grievance.

11.33 Level Three - If the grievance is not settled at Level II and the aggrieved employee wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or designee within ten (10) working days after receipt of the Executive Director of Human Resource Services' written answer. The Superintendent or designee shall meet with the employee and representatives of the Association within five (5) working days after receipt of the grievance. The Superintendent or designee will provide a written answer to the grievant, with a copy to the Association, within ten (10) working days of such meeting.

11.34 Level Four

(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 five (5) working 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 fifteen (15) working days of disposition of the grievance at Level III.

(c) Within ten (10) working days after written notice to the Superintendent of submission to arbitration, the Superintendent or designee and the Association or its designee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said 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 of a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) 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 within three (3) working days thereafter, in that order, alternately strike a name from the list and the fifth and remaining name 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) working 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 finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(e) The costs for the arbitrator list, the services of the arbitrator including per diem expenses, if any, his/her actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

11.4 Time Limits - The failure of an employee or the Association or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.

11.41 Time Limits - The failure of the employer to respond to a grievance within the specified time limits will authorize the aggrieved to present the grievance in person to the next level.

11.5 Released Time - All grievances will normally be done at times which do not interfere with the scheduled work activities of the employees involved. When it is necessary for an aggrieved person and an Association representative to meet regarding a grievance processing and investigation during the workday, said aggrieved person and representative shall be released without loss of compensation. In addition, the immediate supervisors shall be given at least twenty-four (24) hours advance notice before released time is granted. Reasonable time limits may be placed by the immediate supervisors. These limits are to reflect the needs of the Employer and the grievant and representative in the particular situation, giving full consideration to all parties involved.

11.6 Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present beginning at Level II as a party of interest and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provision of this Agreement.

11.7 Group Grievance - To avoid the filing of multiple grievances by teachers with identical claims, a group grievance may be submitted in writing to the Superintendent commencing at Level III.

11.8 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 of the participants.

11.9 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 XII - SENIORITY

12.1 Definition - Seniority, as used in this Agreement, shall mean an employee's continuous length of service with the Dubuque Community School District from his/her latest date of employment. The date and hour a signed contract of employment is received in the District office, if available, shall determine an employee's seniority. If two or more employees have the same seniority date and the hour the signed contract was received was not clocked in, seniority will be determined by lot. Periods of approved leaves of absence not to exceed one (1) year and military and public office leaves shall be included in computing an employee's seniority.

12.2 Loss of Seniority - The seniority of an employee shall terminate if the employee resigns, retires, is terminated, or is laid off for a period exceeding three (3) years or fails to respond to a recall notice as provided in ARTICLE XIV.

12.3 Seniority List - On or about October 15 of each school year, the Superintendent or designee will provide the Association and each Principal with a list showing employees' current seniority, their areas of certification, their current position and building assigned. The seniority list will be posted in an area accessible to all employees.

12.4 Retention of Seniority - Employees voluntarily or involuntarily transferred shall retain their District seniority in their new positions for purposes of staff reduction under ARTICLE XIV of this Agreement.

ARTICLE XIII - TRANSFER PROCEDURES

13.1 Definition - The movement of an employee to a different grade level, subject area or building shall be considered a transfer.

13.2 Voluntary Transfers - The Superintendent or designee agrees to post on bulletin boards used by employees a list of all known vacancies. Probationary employees (as identified in Iowa Code Chapter 279), employees in their first year in a new assignment (except employees who are involuntarily placed in a new assignment), or employees whose overall performance is currently evaluated as unsatisfactory will not be allowed to request or be granted a voluntary transfer. However, probationary employees who are employed less than full-time may request or be granted a voluntary transfer to a position within the same curricular area, which would increase their work assignment. Eligible employees who desire to apply for such vacancies shall file with the Executive Director of Human Resource Services a written statement of such desire and their reason for requesting transfer. Each written request for transfer must be submitted separately and will be considered first and no assignment of permanent new personnel will be made for a period of ten (10) working days after posting a vacancy. The posting period shall be for five (5) working days during the period of time from July 15 through August 15. During this period of time, the District shall update the vacancy list and post the updated paper list daily in a public place at the Forum.

The five (5) day posting period will begin on the date the position is posted on the District website. If an employee's request for a transfer is denied, he/she shall receive a written explanation of the reasons therefore. Seniority will determine transfer appointments except in those cases where the District shall have good cause with basis in fact for overriding seniority. Employees awarded a voluntary transfer shall be ineligible to request a voluntary transfer again to another vacancy for the balance of the current school year. The current school year will be determined by the employee's first day of work on his/her new assignment. Voluntary transfers approved after August 15 will become effective at the start of the next school year.

13.3 Involuntary Transfers - Involuntary transfers of employees may be made by the Employer when, in the Employer's judgment, such transfers are necessary for the efficient operation of the school system. Any employee so transferred will be notified in writing at least ten (10) working days prior to the effective date of the transfer and of the reasons for such transfer. From the beginning of the week prior to the August teacher inservice and through the first five (5) working days that students are in attendance at school the notification period for involuntary transfers will be five (5) working days. In such cases the District, in making its decision, shall have good cause with basis in fact for determining such transfer. No vacant position for which an involuntarily transferred employee is qualified shall be filled by a newly hired employee without first giving the transferred employee an opportunity to apply under the voluntary transfer procedures and be granted a face-to-face interview.

13.4 Temporary Transfers - Nothing in this Agreement shall be construed as restricting the Employer from exercising the Employer's right to temporarily fill any vacancies.

13.5 Assignment - Employees will be notified in writing of their assignment (grade level, subject area, and/or building) for the following school year by May 31 if their current assignment will be changed. The Employer reserves the right to make voluntary and/or involuntary transfers after May 31.

ARTICLE XIV - STAFF REDUCTION

14.1 Definition - When the contracts of one or more employees in the bargaining unit are to be terminated, those employees affected and with least seniority, as defined in ARTICLE XII - SENIORITY, in the school district shall have their contracts terminated by the following order of procedures:

14.11 - Attrition (normal turnover due to retirement, resignation, transfer, etc.)

14.12 - The seniority principle shall apply system-wide. The seniority principle shall be defined as the total number of continuous years of experience within the District at the level or curriculum area where the reduction is needed. The District may override seniority considerations if an employee is essential to the continuation of an existing educational program. Seniority will determine employment among such essential employees only when qualifications to perform the work are equal as determined by the District.

Full-time employees assigned the duties of Consultant, Dean or Teacher on Special Assignment, as appointed by the administration, and employees in positions not covered by 14.12 a, b, or c, will return to the level or curriculum area previously held if his/her position is eliminated.

(a) In grades PK-6, the basic seniority principle shall apply.

(b) In grades 7-12, the basic seniority principle shall apply within a curriculum area. The curriculum areas include science, English, history-social studies, home economics, languages, mathematics, business administration, art, physical education, special education, industrial arts, guidance, library science, safety and driver education, audio visual specialist, attendance officers, and learning resource center teachers.

(c) For nurses, visiting teachers, English As A Second Language (ESL) teachers, and home schooling teachers, the basic seniority principle shall apply K-12.

(d) 1. Music Staff: The basic seniority principle shall apply K-12 vocal music and K-12 instrumental music.

2. Seniority for current music staff shall be in the vocal music or instrumental music area in which they taught the majority of time during the 1988-89 school year.

3. Music teachers hired as of the 1989-90 contract year will begin their seniority in the vocal music or instrumental music area for which they are hired.

14.13 Those employees with a B.A. or B.S. degree.

14.14 Those employees with a B.A. or B.S. degree and 15 hours, but less than an M.A.

14.15 Those employees with an M.A. or M.S. degree.

14.16 Those employees with an M.A. or M.S. degree and 15 hours, but less than 30 hours.

14.17 M.A. or M.S. degree and 30 hours or more.

If determination cannot be made solely through application of the above steps, then evaluation will be considered.

Extra duty assignments shall not be given preference over seniority rights. Among employees who perform significant extra duty assignments, seniority will be considered as an equal factor with such assignments in determining layoffs.

It is not the intent of this policy to replace a teacher by a teacher aide in an overcrowded classroom.

14.2 Recall Rights - During the period April 15 through August 15 open positions will be posted and filled in accordance with 13.2 Voluntary Transfers. If during the posting period no one applies for a voluntary transfer to the posted position a person on recall may be reinstated.

During the period August 16 through April 14 open positions shall be filled first by recall, then by Voluntary Transfers 13.2.

Any employee with one year of satisfactory experience whose contract is terminated pursuant to this policy shall have reemployment rights to the professional category he/she was in immediately prior to said termination for three (3) years from the effective date of his/her termination. Recall will be in inverse order of layoff. During said three (3) year period, an employee will receive one vacancy notification sent by certified mail (with return receipt). An employee not replying within fifteen (15) calendar days from date of mailing will not be considered for further

reemployment under this policy. However, if notification is undeliverable, the employee will have waived reemployment rights for said vacancy only. An employee under contract to another employer when the vacancy notification is received should reply to the Human Resource Services office stating his/her contractual status, if he/she wishes to continue his/her reemployment rights under this policy.

Also during said three (3) year period, it is the responsibility of the employee desiring reemployment to apprise the Administration of his/her qualifications in other professional categories. Such employee will be granted an interview before such position is offered to any employee with less seniority who does not have reemployment rights to that professional category. A full-time employee may waive recall to a position of lesser hours than he/she previously held without waiving recall rights under this contract.

14.3 Notification - The Administration shall send written notice to any employee affected by reduction as early as possible, but no later than April 30. The Administration also shall provide written notice to the DEA listing the number of employees involved in reduction and the levels or curriculum areas affected by such reduction.

14.4 - Right to Voluntary Transfer Request - An employee who is removed from a building through staff reduction shall be notified of all vacancies created by staff reduction, shall have the right to voluntarily request transfer to any of those vacancies which are at the same level or 7-12 curriculum area as his/her previous position and may request an interview. An employee who is removed from a building shall be placed by either voluntary or involuntary transfer in one of the vacancies created by staff reduction.

14.5 Benefits - Experience credit will accrue between termination pursuant to this policy and reemployment only if the individual concerned is actively engaged in full-time teaching or nursing in a state accredited school. Fringe benefits will not accrue between termination pursuant to this policy and reemployment. Sick leave accrued prior to reduction will be maintained. The employee will be placed on the experience step as earned and will receive fringe benefits negotiated for the year of reemployment.

14.6 Waiving Reemployment - Employees may waive in writing the reemployment rights provided by this policy.

ARTICLE XV - SAFETY

15.1 Inclement Weather - Employees shall not be required to report to school more than one-half hour before or to remain at school more than one-half hour after student attendance is required on occasions of amended student attendance hours due to inclement weather. In the event one or more but not all schools are cancelled, employees shall report at the time designated by the Employer.

15.2 Bomb Threats - Employees shall not be required to search for a bomb.

15.3 Unsafe Conditions - The Employer shall make reasonable provisions for the safety and health of its employees, and employees shall promptly report any unsafe or hazardous conditions. The employee's supervisor shall make an investigation and determination as to whether such employee can safely perform his/her duties.

ARTICLE XVI - SICK LEAVE

16.1 Accumulative Benefits - In addition to previously accumulated sick leave, all employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year to the total of one hundred fifty-five (155) days. If an employee is on an extended contract or summer school teaching contract, he/she shall be entitled to two (2) additional sick leave days for each month of twenty (20) working days beyond the normal contract. These two (2) days shall be equal in hours to the employee's working day under the extended contract or summer school teaching contract for use or accumulation. They shall be accumulative up to a combined total of one hundred fifty-five (155) days. Employees may use their accumulated sick leave during the extended contract or summer school teaching, nursing or counseling contract. When using sick leave, the sick leave will be deducted in hours equal to the employee's working day.

16.2 Medical Notification - Any employee may be required to present medical evidence of sickness or injury for sick leave of three (3) consecutive days or more or in cases where the Administration suspects an abuse of sick leave. All requests for medical evidence shall come from the office of the Superintendent and/or the Executive Director of Human Resource Services.

16.3 Maternity - Any employee who suffers a disability due to maternity shall be afforded all rights and benefits of sick leave under this ARTICLE without discrimination. An employee who plans to use maternity leave should give written notification three (3) months prior to the use of sick leave. Failure to provide such notice shall not result in any loss of benefits under this ARTICLE.

16.4 Notification of Accumulation - Employees shall be given a copy of a written account of accumulated sick leave days no later than September 30 of each school year.

16.5 Extended Leave - An employee who is unable to work because of personal illness or disability must make application to the Executive Director of Human Resource Services to request a leave of absence without pay for the duration of such illness or disability. Medical verification must be supplied by a licensed physician and submitted with the leave of absence request. The medical verification must include the employee's anticipated return date. Employees granted a leave under this provision will be allowed to continue their insurance benefits for twelve (12) consecutive months provided the employee pays his/her portion of the premium prior to the tenth (10) calendar day of each month. Failure to make such payment shall disqualify the employee for all benefits. If at the time this leave is granted, an agreed upon date of return is established, the leave of absence shall be without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence. Should the position no longer exist, the employee shall be placed in a similar or comparable position.

16.6 Part-time Employees - Part-time employees will accumulate sick leave days on the same basis as full-time employees with the stipulation that each sick leave day will be equal only to the number of hours that employee normally works during a working day. Part-time employees hired after the beginning of the school year will have sick leave prorated for the balance of the year. Part-time employees who are transferred to a full-time position will have their accumulated sick leave equated to full-time equivalency. Part-time for the purpose of this section shall mean any employee working less than the hours defined in 19.1. An employee who transfers from full-time to part-time will be credited with the same number of sick leave days as a full-time employee.

16.7 Family Illness Leave - In the event of illness or injury of a child, spouse, brother/sister, mother/father, grandparent, grandchild, mother-in-law/father-in-law, or daughter-in-law/son-in-law, an employee may be granted up to five (5) days of Family Illness Leave per year charged against his/her sick leave. In cases where the Administration suspects an abuse of Family Illness Leave the Administration may require medical evidence of such illness or injury at the employee's expense. All requests for medical evidence shall come from the office of the Superintendent or the Executive Director of Human Resource Services.

Family Illness Leave cannot be used in less than one-half (½) day increments.

"Child" shall be defined as a biological, adopted, foster, or step son or daughter.
"Brother/sister" shall be defined as a biological, adopted, or step sibling.
"Mother/father" shall be defined as a biological, adoptive, or step parent.
"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

16.8 Adoption Leave – The federal "Family and Medical Leave Act" of 1993 provides eligible employees up to twelve (12) weeks of unpaid leave for the birth or adoption of a child. Eligible employees who anticipate adopting a child may apply for leave under FMLA to be absent from duty for a period not to exceed twelve (12) weeks or sixty (60) consecutive working days in a twelve (12) month period. The Executive Director of Human Resource Services will approve such leave requests.

Up to fifteen (15) days of sick leave for the adoption of a child will be granted with pay if the employee has accumulated sufficient sick leave. Such leave shall begin no later than the initial date of physical custody of the child. Paid adoption leave may be extended through the use of family illness and accumulated personal leave days. Any additional requested adoption leave will be without pay under FMLA. Benefits such as insurance shall be continued through the twelve (12) week leave period if the employee returns to work for thirty (30) calendar days after such leave.

ARTICLE XVII - LEAVES

17.1 Personal Leave – Each employee will be allowed two (2) days with pay each school year for personal purposes. Unused personal leave days shall be accumulated from year to year to a total of five (5) days. Personal leaves will be granted upon two (2) working days prior written notice to the employee's immediate supervisor. The two-day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Employer. Only personal leave situations evaluated and approved by the Superintendent or designee may be granted during the first five (5) student attendance days and last five (5) student attendance days of school, on days designated for in-service training, parent-teacher conferences, or days immediately before or after holidays or vacations, or when such leave may disrupt the Employer's education program. Personal leave shall be accumulated and utilized in not less than one-half (½) day increments.

17.2 Jury and Legal – Any employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the duration of their workday if they are dismissed or released from judicial proceedings, which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque, when one-half (½) or more of their regularly scheduled workday remains.

An employee serving on a Federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The employee would in turn reimburse the District for compensation received for serving an extended term in the federal court system.

The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding. Paid jury and legal leaves will not be approved for employees who initiate the action.

17.3 Association Leave - Officers and representatives of the Association will be granted a total of forty-five (45) working days (without accumulation) leave with pay each school year for official Association business upon five (5) working days advance written notice to the Superintendent or designee. When a substitute is needed to replace employees using such leave, the Association will pay such costs. An employee elected as an officer of the Association, ISEA or NEA shall be granted, upon written advance notice to the employer, received not later than May 1 of any year, an unpaid leave of absence (with no credit toward salary increments or accrual of fringe benefits) for up to two (2) years. In the event of re-election, the leave shall be extended for an additional two (2) years. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.

17.4 Professional Leave – Employees may be permitted to attend professional conferences, seminars, workshops, visit other schools for work-related purposes, and/or complete national board certification assessment, upon ten (10) working days prior written application to and approval by the Superintendent or designee. Employees shall be notified by the Superintendent or designee within five (5) working days, following receipt of their written request, whether or not their leave has been approved with or without substitute and/or expense allowance.

17.5 Bereavement Leave - An employee shall be granted up to five (5) working days leave of absence with pay for each death in the employee's immediate family which is defined as an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, or grandparents. Days granted shall be used within two (2) weeks of the date of the family member's death. Unusual circumstances which are beyond the employee's control and which cause a delay in funeral or burial arrangements and prohibit the employee from using bereavement leave within the two (2) week period will be evaluated by the Superintendent or designee. Employees may be granted up to two (2) working days leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined above but with bonds so close that good taste demands attendance at the funeral.

"Child" shall be defined as a biological, adopted, foster, or step son or daughter.
"Brother/sister" shall be defined as a biological, adopted, or step sibling.
"Mother/father" shall be defined as a biological, adoptive, or step parent.
"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.
"Grandparent" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.
"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

17.6 Military Leave - A leave of absence with pay for thirty (30) calendar days in one calendar year and thereafter without pay shall be granted to an employee who is inducted into state or federal military service. Upon completion of such service and/or discharge of 1-30 days,

employee must report back to work at the beginning of the first regularly scheduled workday after release, providing for travel time and an eight (8) hour rest period; of 31-180 days employee must report back to work within 14 days of release; of more than 180 days, employee must report back to work within 90 days of release. Employee must make application to the Superintendent for reinstatement and such employee shall be reinstated to his/her former, or comparable, position without loss of seniority, salary increments, or fringe benefits accrued, provided such employee is qualified to perform the duties of such position.

17.7 Extended Leaves - An employee may be granted a leave of absence without pay, fringe benefits, or credit toward advancement on the salary schedule upon prior written application to and approval by the Superintendent or designee.

Any request for such leave beyond one (1) semester must be submitted to and approved by the Board of Education.

A written notice of intent to return from leave of one semester or more must be filed with the Human Resource Services office at least seventy-five (75) calendar days prior to termination of the leave. Failure to file a formal notice of intent to return to service will be interpreted as a resignation. Leaves of less than one semester should have return to service dates approved by the Human Resource Services office before approval of such leave.

The leave of absence, if approved, shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.

17.8 Other Temporary Leaves - Other temporary leaves of absence may be granted with or without pay by the Superintendent or designee for good reason.

17.9 Public Office - An employee who is elected to a municipal, county, state, or federal office shall, upon application to the Employer, be granted a leave of absence without pay except where prohibited by law. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.

17.10 Education Improvement - A leave of absence without pay of up to one (1) year may be granted to an employee with five (5) years of experience in the District for the purpose of study at an accredited college or university and related to the employee's professional responsibilities. By March 1 of the leave year, the employee must notify the employer of his/her intention to return to work. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.

17.11 Sabbatical Leave - A Sabbatical Leave may be granted to no more than three (3) regular full-time employees at any one (1) time provided the following conditions are met:

1. The Sabbatical shall be for one (1) or two (2) consecutive semesters.
2. Written application must be made and approval granted prior to March 1, for the following year or prior to October 1 for the second semester.
3. Employees requesting Sabbatical Leave must have completed five (5) consecutive years of full-time service with the Dubuque Community School District.

4. Employees approved for a Sabbatical Leave agree to return to the service of the Dubuque Community School District for at least three (3) years following the Sabbatical Leave.
5. Employees while on Sabbatical Leave will receive sixty percent (60%) of the Schedule "C" salary less ten percent (10%) to be held in escrow by the District. The ten percent (10%) withheld to be paid to the employee following the completion of one (1) full year of service following the Sabbatical Leave.
6. Medical and life insurance benefits for which the employee was eligible for and participated in shall be paid for by the employer.
7. Employees while on Sabbatical Leave shall maintain status as though on active duty. Salary payment will be made in accordance with the established schedule.
8. Employees while on Sabbatical Leave shall not engage in any full-time employment except upon written permission from the Executive Director of Human Resource Services. This does not preclude the acceptance of scholarships, fellowships, or other grants or gifts.

17.12 Religious Leave - Any employee whose religious affiliation requires the observance of a religious holiday which falls on a working day shall be granted "Other Temporary Leave," per Article 17.8 in the Agreement, for such observance. Said leave will be with pay, and in no case shall the total usage of said leave exceed two (2) days per school year. Arrangements must be made with the building principal by August 15 of the year in which the leave is to be used (September 1 for new employees).

For each day absent, the employee will perform one (1) day of duties on a date mutually agreed to by the building principal and the employee. Failure to complete the one (1) or two (2) days of compensatory work shall cause pay for the number of days to be deducted from the employee's salary.

Any employee utilizing this leave shall be responsible for contacting the building principal to make arrangements for the scheduling of the compensatory day(s) of work.

17.13 Discretionary Leave – In the event of a life threatening or catastrophic medical situation (intensive care, final stages of an incurable disease, or incapacitating illness) occurs to a child, spouse or parent, the employee may, after exhausting all other applicable leaves, apply to the Superintendent or his/her designee for paid leave not to exceed 20 contract days in any one school year. In the event of extenuating circumstances the employee may apply to the Superintendent or his/her designee for an extension.

ARTICLE XVIII - INSURANCE

18.1 Health Insurance

18.11 Employer Contribution – The Employer agrees to provide each eligible full-time employee a health insurance program comparable to the coverage provided effective July 1, 2002, by the Wellmark Blue Cross-Blue Shield Amended Protector 100 Health Insurance plan with $100/$200 deductibles for single and family coverage respectively; routine health maintenance coverage; 10% coinsurance for Amended Protector 100 providers and 20% coinsurance for out-of-network providers; and with out of pocket maximums not to exceed $500 for single coverage and $500 for family coverage. The Employer further agrees to provide optional Health Maintenance Organization Group Plan(s) as provided by qualified HMO providers. If prior to June 10 the employee determines the insurance carrier selected during the open enrollment period has limited,

modified or terminated benefits, the employee shall be notified and shall have the opportunity to change carrier.

The Employer agrees to pay the monthly contribution of one-hundred percent (100%) for a single contract and seventy-five percent (75%) for a family contract for full-time employees.

The Employer agrees to pay either $100 towards the purchase of a single contract or $200 toward the cost of a family contract for part-time employees whose assignments are at least .5 FTE. Part-time employees whose assignments are less than .5 FTE will be able to purchase a single or family contract, at the group rate, at their own expense.

If an employee and his/her spouse are both full-time employees within the bargaining unit, the Employer agrees to pay the monthly contribution of 100% for two single contracts or the equivalent of the cost of two single contracts toward the purchase of a family plan, as determined by the employees .

The Association shall be provided annually with a copy of all group insurance master contracts.

18.2 Life Insurance - The Employer agrees to provide $30,000 of term life insurance for each eligible full-time employee. The Employer agrees to provide $15,000 of term life insurance for each eligible part-time employee.

18.3 Disability Income Insurance-- The Employer agrees to provide for each eligible employee Disability Income Insurance, at sixty-six and two thirds percent (66 2/3 %) of the employee's covered monthly compensation to a maximum of $2,777.50 per month.

18.4 Workers' Compensation - Each Employee shall be covered by Workers' Compensation in accordance with the provisions of the Code of Iowa and federal law.

18.5 Dental Insurance - The Employer agrees to provide each eligible full-time employee with benefits comparable to the State School Employee Program Plan 1, Delta Dental Plan of Iowa. The Employer agrees to pay the monthly contribution of one hundred percent (100%) for a single contract and seventy-five (75%) for a family contract. Part-time employees will be able to purchase single or family insurance, at the group rate, at their own expense. Sealants will be included in the Dental Plan coverage.

18.6 Liability Insurance - Liability Insurance will be provided. Employees shall not be required to transport students in their personal automobiles.

18.7 Optical Insurance – The Employer agrees to provide each eligible employee with an optical insurance program. Such program shall provide for an examination and lenses every twelve (12) months and frames every twenty-four (24) months, with a $20.00 co-payment applied to the exam and a $20.00 co-payment applied to lenses and frames.

The Employer agrees to pay the monthly contribution of one hundred percent (100%) for a single contract or seventy-five percent (75%) for a family contract for each full-time employee.

Part-time employees will be able to purchase single or family optical insurance.

18.8 Coverage - Insurance coverage shall commence on September 1 for all new employees provided all necessary forms have been completed, payment made and accepted by the Payroll and Benefits Office.

18.9 Descriptions - The Board shall provide each building with a description of the Health, Term Life, Dental, Optical, and Disability Income Insurance plans.

18.10 Extended Recall Insurance - The Dubuque Community School District shall make Health Insurance available to employees on recall provided the employee was eligible for and participated in the District's Health Insurance program prior to staff-reduction and agrees to pay 100% of the premium. At the time of notification of termination, employees shall be notified of their option of participating in the Health Insurance program. If the employee chooses to participate in the Health Insurance program the employee must notify the Business Office in writing on or before June 1st. The opportunity to purchase Health Insurance shall continue until such time as his/her recall rights expire or he/she accepts other full-time employment, whichever comes first.

Payment of premiums shall be the responsibility of the individual on recall and must be received in the Employer's Business Office prior to the tenth (10th) calendar day of each month for coverage to be effective for the ensuing month. Failure to pay the advance premium by the due date shall cancel the insurance coverage and no readmittance to the program will be allowed. It shall also be the responsibility of the individual on recall to provide any and all information necessary for participation in the program. The method of premium payment shall be determined by the District.

18.11 Salary Reduction Premium Payments - The Employer agrees to provide each employee with the opportunity to pay the employee's share of applicable health insurance and dental insurance premiums, under Sections 18.1 and 18.5, respectively, by salary reductions, under Section 125 of the Internal Revenue Code. Any employee may sign and deliver to the Employer's payroll department an authorization form for such salary reduction premium contributions by the employee. The Employer will make monthly reductions, commencing with the July payroll and continuing through June, in the amounts specified in such authorization, provided the Employer has been provided with such authorization by June 10. New employees hired after July 1 will be given an opportunity to authorize salary reduction by completing the form and delivering it to the Employer's payroll department at least fifteen (15) calendar days prior to their first scheduled salary payment.

The Association agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability arising out of the operation of this Section 18.10. The Board shall provide each building with a copy of the Plan.

ARTICLE XIX - WAGES AND SALARIES

19.1 Schedules - Schedules C and D appear in the Appendix for basic services rendered during the in-school work year. The in-school work year for employees covered by this Agreement shall be as follows:

a. New employees - 190 days for new employees, including 182 teaching days and 8 inservice days. New employees unable to attend training because of a late hire will participate in new teacher inservice training for any day(s) missed. Missed inservice days for new employees will be made up during the school year and as part of an extra or extended day assignment and at the direction of the Employer. The Employer shall provide written notice ten (10) working days in advance of the training session(s). The District reserves the right to use fourteen (14) hours of the eight (8) inservice days in less than full-day increments, but not less than two (2) hour sessions.

b. Second year employees - 189 days for second year employees, including 182 teaching days and 7 inservice days. This provision applies only to second year employees with less than five years total experience. The District reserves the right to use seven (7) hours of the seven (7) inservice days in less than full-day increments, but no less than one and one-half (1½) hour sessions.

c. All other employees - 188 days, including 182 teaching days and six (6) in-service days.

A regular workday shall be seven and one-half (7½) hours per day, including a minimum daily twenty-five (25) minute continuous duty free lunch period. For those employees who travel between buildings the time spent in travel will not be included in the duty free lunch period. Such duty free lunch will be without compensation. On days when students are released early prior to a holiday, staff members will be allowed to leave fifteen (15) minutes after the students are dismissed.

In addition to the regular working day, staff members may be required to spend a maximum of twenty-one (21) hours per year for collateral duties to be used for - 1) Open House, 2) PTA Meetings or similar Parent/Teacher groups, 3) Faculty and/or Department Meetings. No collateral hours will be used for fundraising activities. Of the twenty-one (21) hours of collateral time, all employees will have seven (7) hours per year of District level collateral time. The remaining fourteen (14) hours of collateral time will be used at the building level and will be pro-rated for employees who are less than full-time. Written notice of the intent to require employees to perform collateral duties shall be provided to all affected employees assigned to the building at least two working days prior to the event, except in case of emergency.

d. Planning Time - Each full-time employee shall have a minimum forty-five (45) consecutive minute planning time four (4) days a week in a five (5) day week for elementary teachers and five (5) days a week for secondary teachers, unless the normal working day schedule is altered. Such time shall be in addition to the employee's duty free lunch period and/or time for travel.

19.11 Extended Day Contract Rate – The salary schedule is based upon the normal workday/teaching load as set forth in this Agreement. Any employee who is required by the principal or supervisor to work beyond the established workday will be compensated for the time required at the hourly per diem rate of his/her contracted salary.

19.2 Placement on Schedule

19.21 Teacher: Initial Appointment - Initial appointment and placement on a horizontal lane of the teachers salary scale (Schedule C) will be determined by degrees and credits verified by official transcripts of credits. Only credits earned after the date the highest degree was conferred shall be accepted for lane placement.

Initial placement on a vertical plateau of the teacher's salary scale (Schedule C) will be determined by the following schedule:

a. Up through ten (10) years of verified teaching experience in an accredited school will be counted.

b. Up through two (2) years of verified military service or alternative civilian service required by the Selective Service System will be counted.

c. Up through two (2) years of verified vocational experience required for certification will be accepted.

d. No more than ten (10) years of verified service will be counted for initial placement through the application of any combination of provisions a, b, and c.

e. Only one (1) service recognition increment will be accepted for any one (1) year period of service, regardless of assignment.

f. Credit will be given on a one-to-one (1-1) year's basis. A year will be classified as a minimum of one semester of full time employment. Instances of more than one full semester of full-time employment will be totaled to determine placement on schedule.

19.22 Nurses: Initial Appointment - Credit up through the sixth (6th) step of any salary level on the nurses salary schedule (Schedule D) shall be given, upon initial appointment, for all verified pediatric, psychiatric, or public health or school nursing experience. Credit will be given on a one-to-one (1-1) year's basis. A year will be classified as at least six (6) months of employment. Instances of more than one record of six (6) months of employment will be totaled for placement on scale.

19.3 Advancement on Salary Schedule

19.31 Increments - Employees on the regular salary schedule (Teacher or Nurse) shall be granted one (1) increment or vertical step on the schedule for each year of successful experience as determined by performance evaluation until the maximum on the schedule for their educational classification is reached. A year of service consists of employment in the Dubuque Community School District for one (1) full semester or more of consecutive contracted working days in one (1) school year.

19.32 Educational Lanes - Employees on the regular salary schedule (teacher or nurse) who qualify for movement from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employees shall have two (2) opportunities during each school year to qualify for horizontal advancement on the salary scale.

Fall Applications - For an employee to advance from one educational lane to another, he/she shall file an application for advancement with the Executive Director of Human Resource Services no later than September 15, and official transcript(s) of credits as evidence of additional educational credit with the Executive Director of Human Resource Services by September 30. Only credits earned after the date the highest degree was conferred shall be accepted for lane placement. Horizontal advancement shall be retroactive to the first day of the employee's contract year or prorated to the first day of employment if employed after the start of the school year. Transcripts received after the deadline shall be referred to the next filing date.

Spring Applications - For an employee to qualify for a second semester advancement from one educational lane to another, he/she shall file an application for advancement with the Executive Director of Human Resource Services by February 15, and official transcript(s) of credits as evidence of additional educational credit with the Executive Director of Human Resource Services by February 28. Only credits earned after the date the highest degree was conferred shall be accepted for lane placement. Prorated adjustments of horizontal advancement shall be retroactive to the first working day of the second semester or the first day of employment if employed after the

start of the second semester. Transcripts received after the deadline shall be referred to the next filing date.

19.4 Length of Service - A service recognition increment will be added to the contract salary of each certified employee and each nurse who has completed 13 years of active teaching or nursing service. Only one service recognition increment will be awarded for each period of service. This increment will be added to the contract salary of the employee each year of the service recognition period.

19.41 Dollar Value - The dollar value of the length of service base is determined by multiplying the dollar value of the teacher B.A. base by .0450. The length of service base is multiplied by the following factors at the following intervals of service completed to determine the amount of payment for each respective level:

Years of Service Completed	Factor	2006/2007
13 through 17	1	$1,172
18 through 22	2	$2,344
23 through 27	3	$3,516
28 through 32	4	$4,688
33 through 37	5	$5,860
38 and over	6	$7,032

19.42 Standards - The following standards will be applied in determining eligibility of staff members to receive length of service payments according to the above monetary schedule for such payments.

a. All years of continuous service within the Dubuque Community School District will be counted.

b. Up through ten (10) years of former teaching experience will be counted and up through six (6) years of recognized nursing experience will be counted.

c. Up through two (2) years of military service will be counted.

d. Up through two (2) years of that vocational experience required for certification and accepted for placement on the salary schedule will be counted.

e. No more than ten years of service for teachers and six years of service for nurses will be counted through the application of any combination of provisions b, c, and d.

19.5 Extra Class Assignment - An amount equal to one-sixth (1/6) of the teacher's per diem salary as enumerated in 19.1 times the number of working days of the extra class assignment will be paid for each class assignment at the secondary level which extends the regular work day.

19.6 Method of Payment

19.61 Payday - During the months of September through May, payday shall be the last teacher working day each month; payroll checks may be distributed at the work site or electronically deposited.

During June, July and August payday shall be the last working day of each month. See Article 19.62 for distribution of summer checks.

19.62 Summer Checks - Employees who are not using electronic payroll deposit shall inform the District of a preference to receive summer checks. Employees shall choose one of the following options:

a. The check mailed to the address designated by the employee in writing, on the pay date or;
b. The employee shall collect the check in person at the District office between the hours of 7:30 a.m. and 12:00/noon on the pay date. Checks remaining after 12:00/noon will be mailed.

For security purposes, employees choosing to pick-up summer checks in person shall be required to provide photo I.D.'s and shall be required to sign for their checks.

19.63 Early Payment - Employees hired whose first workday with the Dubuque Community Schools is the first scheduled workday on the current school calendar, may receive payment of $600 at the end of the second week of September by making written application to the Payroll Office by August 25 on a form to be provided by the Human Resource Services office. An early payment of $600 will be deducted from the employee's regular check at the end of September.

19.7 Travel Expenses - Employees who are required to travel between school buildings or for other approved school purposes shall be reimbursed at the rate specified in the Code of Iowa.

19.8 Extended Year Contract Rate - The salary schedule is based upon the regular school calendar and the normal working/teaching load as set forth in this Agreement. Any employee, whose assignment exceeds the regular employee work year of the normal employee hours and load, will be additionally compensated at a per diem rate of his/her contracted salary. Any additional days added to the calendar will be paid according to the provisions of this section (19.8).

19.81 Substitute Teachers – If employees under contract for regular daily teaching assignments are assigned to substitute for a period of time beyond their regular teaching assignments, such substitute assignment must be approved by the building principal and the employee shall be compensated at one-fifth (1/5) of the substitute daily rate.

19.9 Summer School Salary - Compensation for summer school service as a teacher, nurse or counselor shall be at an hourly per diem rate of the employee's regular salary and in accordance with the provisions of this ARTICLE.

19.91 Summer School Employment - The Superintendent or designee shall post on bulletin boards used by employees a list of all known summer positions by the last working day in April. Employees who desire to apply for those posted positions shall file with the Executive Director of Human Resource Services a written request listing the position(s) desired within ten (10) working days of posting. Applicants will be notified in writing of the disposition of their application at least five (5) working days prior to the commencement of the summer school program.

Seniority will determine summer school appointments except in those cases where the District shall have good cause with basis in fact for overriding seniority. If an employee's request for summer school employment is denied, he/she shall receive a written explanation of the reasons therefore.

19.10 Schedules - Schedules E and F are for enumerated assigned services beyond the regular workday.

Service Recognition – A service recognition increment of $100 shall be added to the contract salary of each employee who has completed five (5) through nine (9) years of consecutive service, $200 for each employee who has completed ten (10) through fourteen (14) years of consecutive service, and $300 for each employee who completed fifteen (15) or more years of consecutive service for performing the duties within a category (A through E) on Schedule E or Schedule F. A leave of absence will not count towards the years of service, but will not interrupt the consecutive years of service.

ARTICLE XX - PROFESSIONAL DEVELOPMENT

20.1 Professional Development Council - A Professional Development Council is established that shall be composed of teachers, administrators and AEA personnel. This council will be organized to discuss and plan district staff development training programs. The DEA shall appoint two teacher members.

20.2 Released Time - In the event the Superintendent or designee determines that meetings of the Professional Development Council are necessary during the regular workday, the Superintendent or designee shall direct some released time to the members of the council as deemed necessary.

ARTICLE XXI - PHASE I AND PHASE II SUPPLEMENTAL PAY

21.1 Phase I monies received by the District under Iowa Code 294A.5, as amended, for the current contract year shall be paid pursuant to the index and amount figures contained in "Dubuque Community School District Teacher Supplemental Pay Schedule for the Distribution of Phase I Monies" utilized in 1987-88. These figures shall be included in this Agreement as Schedule G. These amounts shall be distributed in accordance with salaries payable under Article XIX. Notwithstanding the foregoing, any salary adjustment resulting from the addition of Phase I monies to the salaries payable under this Agreement shall be reduced to the extent funding for such monies is reduced or eliminated.

21.2 Phase II monies received by the District under Iowa Code 294A.9 for the current contract year shall be paid pursuant to the index and amount figures contained in "Dubuque Community School District Teacher Supplemental Pay Schedule for the Distribution of Phase II Monies" utilized in 1987-88. These figures shall be included in this Agreement as Schedule H. These amounts shall be distributed in accordance with salaries payable under Article XIX. Notwithstanding the foregoing, any salary adjustment resulting from the addition of Phase II monies to the salaries payable under this Agreement shall be reduced to the extent funding for such monies is reduced or eliminated.

ARTICLE XXII – NEW PROFESSIONAL MENTORING PROGRAM

22.1 Definitions

1. New Professional Mentoring Program: Dubuque Community School District's program of support and assistance for New Professionals.

2. New Professional: Any licensed individual with fewer than two (2) years of experience. All New Professionals must participate in the New Professional Mentoring Program.

3. Instructional Mentor: An employee who has been trained and assigned by the District to provide assistance to a New Professional in the District's New Professional Mentoring Program.

22.2 Wages

1. Each Instructional Mentor shall receive at a minimum the amount specified in Schedule E for conducting activities specified in the New Professional Mentoring Program for mentoring one New Professional for an entire school year, or prorated according to completed contract days of service.

2. An Instructional Mentor shall mentor no more than one New Professional each school year.

22.3 Evaluation

1. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional or an Instructional Mentor.

2. Instructional Mentors shall not be requested or directed by either party to the contract to provide data or testimony in job renewal, termination, arbitration, or licensure proceedings.

3. An Instructional Mentor shall not be requested or directed to participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

22.4 Professional Leave

Each Instructional Mentor and each New Professional shall be provided a maximum of two (2) days per year of paid professional leave, to the extent supported by state mentoring funding. Such leave may be used in half-day blocks for the purpose of completing induction activities required in the New Professional Mentoring Program.

ARTICLE XXIII - DISTRIBUTION OF SF 476 AND HF 413

The following distribution method will be used in the disbursement of monies received by the District through the Student Achievement and Teacher Quality Program:

1. District portion of FICA and IPERS shall be deducted from the total appropriation. Compensation shall be prorated for employees whose assignment is less than full time or less than a full year.
2. Minimum salaries for the first year beginning teacher, second year beginning teacher and Career I teacher would be calculated and distributed according to the salary provisions of the law.
3. Remaining funds from the District's appropriation will be distributed to any teacher who does not receive compensation under Item 2 according to an index distribution which reflects a combination of advanced training and experience or according to the distribution guidelines established by the legislature or the Department of Education.

4. Payment shall be made in two equal installments which will be included in the teacher's regular paycheck. The first payment will be the last working day of December and the last working day of May of each school year.
5. A contingency fund up to $5,000 will be established for the purpose of covering new teacher hires. Any funds remaining at the end of the fiscal year will be carried over to the next year's budget for Student Achievement and Teacher Quality Program. Should such program be discontinued or directives changed by the legislature or the Department of Education, this provision will become null and void and any remaining funds will be distributed according to the procedures currently in place for carryover of Phase II funds.

ARTICLE XXIV - SUBSTITUTE TEACHERS

The following Articles in the Master Agreement shall apply to substitute teachers: Article II - Recognition; Article III - Employee Rights; Article IV - Association Rights; Article XI - Grievance Procedure; Article XV - Safety; Sub-section 18.6 Liability Insurance of Article XVIII Insurance and the provisions as outlined in Article XXII - Substitute Teachers.

PROVISION I - WAGES

1.1 Rate of Pay - Substitutes shall be paid $87.00 per day.

1.2 Consecutive Days - After five (5) consecutive days of substitute teaching on the same assignment the pay rate shall increase to 1/188th of the Schedule C base.

1.3 Teacher Return - Trial Basis - Long term substitute teachers whose service is interrupted for five or less working days by the return of the teacher on a trial basis shall continue on a per diem wage rather than return to the sub rate. Such interruption must be caused by a teacher on sick leave who returns to work and is unable to continue work and returns to sick leave. The break in service cannot be for the sub's convenience or request.

1.4 In-Service/Work Day - If a "teacher work day" or "teacher in-service day" occurs during a substitute's extended assignment a break in continuous days of service will be approved without pay and without a break in the long term per diem rate of sub. A long-term substitute and the building administrator may mutually agree to have the substitute work with pay on a "teacher work day" or a "teacher in-service day."

PROVISION II - WORKDAY

2.1 Schedule - Substitutes shall work on a day by day basis dependent on the need.

2.2 Accumulated Days - Half-day assignments are counted as full days when counting accumulated days of substitute teaching.

2.3 Report Pay - Should a substitute teacher report for work as scheduled and find that the assignment is not necessary, the substitute teacher will be reassigned to an alternate assignment mutually agreed to by the substitute teacher and school administration.

2.4 Late Start/Early Dismissal - If school is started late or dismissed early, either due to staff inservice or inclement weather, the substitute teacher will be paid for the originally scheduled assignment.

Substitute teachers are expected to adhere to the same arrival/departure times at the scheduled assignment, as those required of teachers.

PROVISION III - PAYDAY

3.1 Pay Period - Substitutes shall be paid on the last working day of each month. Because of a cut off date for preparation of payroll, the number of days worked in a given month may not correspond with the end of the month paycheck.

PROVISION IV - LEAVE

4.1 Personal Leave - Two days of absence due to personal illness of the substitute may be approved without pay and without a break in the long-term per diem rate of substitute.

Two days of absence for approved personal reasons may be allowed without a break in the long term per diem rate of the sub if the sub has completed a minimum of forty (40) consecutive days of substituting on the same assignment.

PROVISION V - INSURANCE

5.1 Liability Insurance - Substitute teachers are included in the Dubuque Community School District liability insurance coverage.

PROVISION VI - CERTIFICATION

6.1 Teacher Certification - Substitutes should have the same certification as the teacher for whom they substitute. When this is not possible, a judgment must be made and the best-qualified and available substitute called.

6.2 Substitute Certification - Substitute teachers with only a "substitute teacher's certificate" must limit their teaching to 90 days in a given school year.

6.3 Physical Examinations for Substitute Employees – All new substitute employees, after initial appointment, but within eight (8) weeks of their starting date, shall provide medical evidence of physical fitness to perform assigned duties. Medical evidence shall include proof of freedom from tuberculosis, if required by the Department of Education accreditation rules. The initial physical examination shall be at the expense of the employee.

PROVISION VII - SUBSTITUTE TEACHER AGREEMENT

7.1 The provisions of Article XXIV - Substitute Teachers shall constitute the entire agreement with Substitute Teachers and concludes collective bargaining for its term.

ARTICLE XXV - COMPLIANCE CLAUSES

25.1 Individual Contracts - Any individual contract of employment between the Employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement during its duration shall control.

25.2 Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting to the extent that it conflicts, but all other provisions of this Agreement shall remain in full force and effect.

25.3 Printing Agreement - Copies of this Agreement shall be reproduced at the expense of the Employer and shall be given to all employees covered by this Agreement and any new employees, with fifty (50) copies to the Association.

25.4 Notices - Whenever any notice is required to be given to either the Employer or the Association under this Agreement, either party may do so by telegram or letter at the following designated addresses:

The Employer: 2300 Chaney Road, Dubuque, Iowa 52001
The Association: 3430 Dodge Street, Dubuque, Iowa 52003

25.5 Complete Agreement – This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms. The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Dubuque Education Association	Dubuque Community School District
Tammy Duehr	Doug Horstmann

APPENDIX

SCHEDULE A - AUTHORIZATION FORM FOR PAYROLL DEDUCTION FOR ASSOCIATION DUES

Please Print

Mr. ( ) Social Security No. _____

Ms. ( )

Mrs. ( )_____

Last First Middle

_____

Address

_____

City State Zip

_____

Building Where Employed Position

I hereby authorize the Dubuque Community School District to deduct dues to be paid to the Dubuque Education Association in the amount indicated by the DEA to be withheld in ten (10) monthly payments commencing in November.

It is understood that this authorization shall continue in effect from year to year unless revoked in writing. Said revocation notice must be filed with the Employer's Payroll Office at least thirty calendar days prior to its effective date.

Date _____ Signature _____

Original Copy - Payroll Department

SCHEDULE B - GRIEVANCE REPORT # _____

_____
Date of Level I Grievance Meeting

_____ School District

_____ Building(s)

Distribution of Form (check if sent to)

_____ 1. Association
_____ 2. Employee
_____ 3. Building Principal or Immediate Supervisor
_____ 4. Superintendent

Name of Aggrieved Person(s)

_____

_____

LEVEL II

A. Date Violation Occurred _____ Level II Grievance File Date _____

B. Section(s) of Contract Violated _____

_____

C. Statement of Grievance* _____

_____

_____

_____

D. Relief Sought* _____

_____

_____

_____ _____
Signature of Aggrieved Employee Date

_____ _____
Signature of Association Representative Date

E. Disposition of Executive Director of Human Resource Services*

_____

_____

_____ _____
Signature of Executive Director of Human Resource Services Date

*If additional space is needed, attach additional sheets.

GRIEVANCE REPORT
LEVEL III

A. _____ _____
Signature of Aggrieved Person(s) Signature of Association Representative

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

C. Disposition by Superintendent or Designee* _____

_____

_____

_____ _____
Signature of Superintendent or Designee* Date

_____

_____

LEVEL IV

A. _____ _____
Signature of Aggrieved Person(s) Signature of Association Representative

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

C. Disposition and Award of Arbitration* _____

_____

_____

_____

NOTE: All provisions of ARTICLE XI of the Agreement shall be strictly observed in the settlement of grievances.

*If additional space is needed, attach additional sheets.

SCHEDULE C - TEACHER SALARY SCHEDULE
2006/2007
Base $26,038

STEP	B.A.	+15	M.A.	+15	+30	+45
0	26,038 1.00	27,080 1.04	28,381 1.09	29,423 1.13	30,725 1.18	32,027 1.23
1	27,080 1.04	28,121 1.08	29,683 1.14	30,725 1.18	32,027 1.23	33,329 1.28
2	28,121 1.08	29,163 1.12	30,985 1.19	32,027 1.23	33,329 1.28	34,631 1.33
3	29,163 1.12	30,204 1.16	32,287 1.24	33,329 1.28	34,631 1.33	35,932 1.38
4	30,204 1.16	31,246 1.20	33,589 1.29	34,631 1.33	35,932 1.38	37,234 1.43
5	31,246 1.20	32,287 1.24	34,891 1.34	35,932 1.38	37,234 1.43	38,536 1.48
6	32,548 1.25	33,589 1.29	36,453 1.40	37,495 1.44	38,797 1.49	40,099 1.54
7	33,849 1.30	34,891 1.34	38,015 1.46	39,057 1.50	40,359 1.55	41,661 1.60
8	35,151 1.35	36,193 1.39	39,578 1.52	40,619 1.56	41,921 1.61	43,223 1.66
9	36,453 1.40	37,495 1.44	41,140 1.58	42,182 1.62	43,483 1.67	44,785 1.72
10	37,755 1.45	38,797 1.49	42,702 1.64	43,744 1.68	45,046 1.73	46,348 1.78
11	39,057 1.50	40,099 1.54	44,265 1.70	45,306 1.74	46,608 1.79	47,910 1.84
12	40,359 1.55	41,400 1.59	45,827 1.76	46,868 1.80	48,170 1.85	49,472 1.90

SCHEDULE D - NURSES SALARY SCHEDULE
2006/2007
Base $26,038

A. The dollar amount for this schedule shall be determined by multiplying each index factor times the teachers' B.A. salary schedule base.
B. Nurses with a Bachelor's degree shall be placed on the R.N. with bachelor's lane which is indexed the same as the teachers' B.A. Nurses with a master's degree shall be placed on the R.N. with master's lane which is indexed the same as the teachers' M.A.
C. A $550 annual stipend will be paid to a B.S./B.S.N. nurse (1.0 FTE) who has earned a minimum of three hours of graduate credit or who has completed 45 contact hours of continuing education beyond the B.S. degree.
D. A $630 annual stipend will be paid to a B.S./B.S.N. nurse (1.0 FTE) who has earned a minimum of six hours of graduate credit or who has completed 90 contact hours of continuing education beyond the B.S. degree.

STEP	RN	RN +30	RN with Bachelor's	RN with BA+15	RN with Master's
0	20,310 .78	20,830 .80	26,038 1.00	27,080 1.04	28,381 1.09
1	20,830 .80	21,351 .82	27,080 1.04	28,121 1.08	29,683 1.14
2	21,351 .82	21,872 .84	28,121 1.08	29,163 1.12	30,985 1.19
3	22,132 .85	22,653 .87	29,163 1.12	30,204 1.16	32,287 1.24
4	22,913 .88	23,434 .90	30,204 1.16	31,246 1.20	33,589 1.29
5	23,695 .91	24,215 .93	31,246 1.20	32,287 1.24	34,891 1.34
6	24,476 .94	24,996 .96	32,548 1.25	33,589 1.29	36,453 1.40
7	25,257 .97	25,778 .99	33,849 1.30	34,891 1.34	38,015 1.46
8	26,038 1.00	26,559 1.02	35,151 1.35	36,193 1.39	39,578 1.52
9	26,819 1.03	27,340 1.05	36,453 1.40	37,495 1.44	41,140 1.58
10	27,600 1.06	28,121 1.08	37,755 1.45	38,797 1.49	42,702 1.64
11	28,381 1.09	28,902 1.11	39,057 1.50	40,099 1.54	44,265 1.70
12	29,163 1.12	29,683 1.14	40,359 1.55	41,400 1.59	45,827 1.76

SCHEDULE E - SUPPLEMENTAL PAY FOR EXTRA DUTY ASSIGNMENTS
2006/2007
Base $26,038

Indexed to the Base	Category A*
.0148	Vocal Music A (Responsibility for choral activities beyond regular school hours – per elementary school building)
.0250	Vocal Music B (Responsibility for choral activities beyond regular school hours – middle school level)
.1290	Vocal Music C or Orchestra (75% or more of the responsibility for extra activities is at the high school level)
.0250	Instrumental A (75% of more of the responsibility is for extra activities per large performance group at the elementary level)
.0600	Instrumental B (Major responsibility is for activities at two or more levels. Specialist with major multilevel activity responsibility. Specialist with 75% or more of the responsibility for extra activities at the middle school level.)
.1400	Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high school level)
	Category B*
.0524	Publications-Newspaper
.0524	Publications-Yearbook
	Category C*
.0800	Performing Arts (Responsibility for a major production beyond the regular school day – middle school level or responsibility for the musical production – high school level)
	Category D*
.0524	Student Council
	Category E*
.1200	Debate Director
.0800	Speech Contest Coaches (3 positions)
.1600	Drama Director (two performances)
.0500	Assistant Drama Director (two performances)
	Category F
.0277	Drill Team
.0277	Flags
.0524	Detention Middle School (Both)
.0553	Departmental Chairperson
.0645	Public Address
.1053	Curriculum Consultant
.1053	Dean
.0277	Technology Leadership
.0148	Website Maintenance
.0250	Instructional Mentor (Responsible for providing direct support to new professionals)

.0148	Co-curricular Club Sponsorship (requires significant student supervision beyond contract day)
.0580	Intramurals – Middle School; Intramurals – Senior High

Employees having the following job descriptions outside their regular workday and during the summer will be paid an hourly rate.

Ticket Sellers/Takers for school activities	$8.25/hr.
Supervision of school activities	$8.25/hr.
Chaperons of Bus Trips	$8.25/hr.
Curriculum Development	Total Cost of Salary Schedule "C" + Phase I and Phase II money 188 ÷ 7 ÷ by number of employees on Salary Schedule "C" = teachers' hourly rate of pay

*Eligible for a service recognition increment as stipulated in Article 19.10.

Teachers performing Behind the Wheel Driver Education instruction outside the regular workday and/or outside the summer school day will be paid at the employee's hourly per diem rate.

SCHEDULE F - SUPPLEMENTAL PAY FOR COACHING*
2006/2007
Base $26,038

Indexed to the Base	SPORT AND POSITION
	FOOTBALL AND BASKETBALL
.2200	Varsity Head
.1100	Varsity Assistant
.1200	Sophomore Head
.1000	Sophomore Assistant and Freshman
	WRESTLING AND TRACK (SPRING)
.1500	Varsity Head
.1000	Varsity Assistant
.1000	Sophomore Head
.0931	Freshman
	BASEBALL
.1600	Varsity Head
.1016	Varsity Assistant and Sophomore Head
.0825	Freshman
	SOFTBALL
.1500	Varsity Head
.1016	Varsity Assistant and Sophomore Head
.0825	Freshman
	GOLF** AND TENNIS**
.1000	Varsity Head
.0500	Varsity Assistant (Boys)
.0500	Varsity Assistant (Girls)
	CROSS COUNTRY
.1000	Varsity Head
.0500	Varsity Assistant (Boys)
.0500	Varsity Assistant (Girls)

	SWIMMING
.1500	Varsity Head
.1000	Varsity Assistant and Diving
	VOLLEYBALL
.1300	Varsity Head
.0900	Varsity Assistant and Sophomore Head
.0825	Freshman
	SOCCER
.1300	Varsity Head
.0900	Varsity Assistant
.1600	Strength & Conditioning
.0635	MIDDLE SCHOOL (Grades 7 & 8) BOYS AND GIRLS COACHES REGARDLESS OF POSITION OR SPORT
.0180	Grade 6 Boys and Girls After School Skills Program
.0761	Cheerleading (Senior High)
.0360	Dance (Middle School)
.0580	Special Olympics (Middle School)
.0761	Special Olympics (Senior High)

*Eligible for a service recognition as stipulated in Article 19.10.
**Determination as to whether a varsity assistant coach will be contracted will be made at the beginning of the season and will be dependent upon the number of athletes participating in the sport. Such determination will be made by the Executive Director of Human Resource Services and/or the Director of Athletics and Activities.

SCHEDULE G - TEACHER SUPPLEMENTAL PAY SCHEDULE
For the distribution of Phase I Monies
As Authorized By Iowa Code 294A.5, As Amended

The amount of supplemental pay necessary to reach the state approved minimum Iowa teacher salary for the current contract year shall be computed in the following manner. State approved minimum salary less Schedule C placement and less Phase II amount equals supplemental pay to be added to an individual teacher contract.

SCHEDULE H - TEACHER SUPPLEMENTAL PAY SCHEDULE
For the Distribution of Phase II Monies
As Authorized By Iowa Code 294A.9
2006/2007 – Base $540

STEP	B.A.	+15	M.A.	+15	+30	+45
0	1.00 540	1.04 562	1.09 589	1.13 610	1.18 637	1.23 664
1	1.04 562	1.08 583	1.14 616	1.18 637	1.23 664	1.28 691
2	1.08 583	1.12 605	1.19 643	1.23 664	1.28 691	1.33 718
3	1.12 605	1.16 626	1.24 670	1.28 691	1.33 718	1.38 745
4	1.16 626	1.20 648	1.29 697	1.33 718	1.38 745	1.43 772
5	1.20 648	1.24 670	1.34 724	1.38 745	1.43 772	1.48 799
6	1.25 675	1.29 697	1.40 756	1.44 778	1.49 805	1.54 832
7	1.30 702	1.34 724	1.46 788	1.50 810	1.55 837	1.60 864
8	1.35 729	1.39 751	1.52 821	1.56 842	1.61 869	1.66 896
9	1.40 756	1.44 778	1.58 853	1.62 875	1.67 902	1.72 929
10	1.45 783	1.49 805	1.64 886	1.68 907	1.73 934	1.78 961
11	1.50 810	1.54 832	1.70 918	1.74 940	1.79 967	1.84 994
12	1.55 837	1.59 859	1.76 950	1.80 972	1.85 999	1.90 1,026

*Hourly rate shall be the teachers' average hourly pay based on the following calculation: (Total Cost of Salary Schedule "C" + Phase I money and Phase II money) 188 ÷ 7 ÷ by number of employees on Salary Schedule C = teachers' hourly rate of pay.