DUNKERTON CSD/EA 06-07

MASTER AGREEMENT

RECEIVED
2006 OCT -5 AM 9:03
PUBLIC EMPLOYMENT
RELATIONS BOARD

BETWEEN

DUNKERTON EDUCATION ASSOCIATION

AND

DUNKERTON COMMUNITY SCHOOLS

July 1, 2006 - June 30, 2007

TABLE OF CONTENTS

		Page
Article I	Preamble	1
Article II	Recognition	2
Article III	Grievance Procedure	3
Article IV	Association Rights	6
Article V	Employee Hours	7
Article VI	Employee Work Year	8
Article VII	In-Service Committee	9
Article VIII	Employee Evaluation	10
Article IX	Health Provisions	12
Article X	Safety Provisions	13
Article XI	Sick Leave	14
Article XII	Temporary Leaves of Absence	16
Article XIII	Extended Leaves of Absence	18
Article XIV	Seniority	20
Article XV	Procedures for Staff Reduction	22
Article XVI	Transfer Procedures	24
Article XVII	Dues Deduction	25
Article XVIII	Insurance	26
Article XIX	Wages and Salary	28
Article XX	Supplemental Pay	31
Article XXI	Finality and Effect	33
Exhibit A	Grievance	34
Exhibit B	Authorization for Payroll Deduction of Association Dues	36
Exhibit C	2006-2007 Salary Schedule	37
Exhibit D	2006-2007 Supplementary Schedule	38
Exhibit E	2006-2007 Supplementary Group Schedule	39

ARTICLE I

PREAMBLE

The Board of Directors of the Dunkerton Community School District, hereinafter referred to as the "Board", and the Dunkerton Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality educational program for the children and youth of the School District.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II

RECOGNITION

The Board of Directors of the Dunkerton Community School District, hereinafter referred to as the "Board", recognizes the Dunkerton Education Association (an affiliate of the Iowa State Education Association and the National Education Association), hereinafter referred to as the "Association", as the sole and exclusive negotiating agent, pursuant to the certificate issued by the Iowa Public Employment Relations Board on June 30, 1975, for all classroom teachers, including teachers of basic curriculum courses, fine arts, remedial courses, special education courses, vocational courses, and school registered nurse, all guidance counselors, all librarians.

EXCLUDED: superintendent, principals, medical technician, all para-professional employees, and all others excluded by Section 4 of the Act.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1.

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

SECTION 2.

(a) Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

(b) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

SECTION 3.

(a) First Step-An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her principal.

(b) Second Step-If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall state the remedy requested, and shall be in the form set forth as Exhibit A. The filing of the formal, written grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten (10) school days after receipt of the grievance.

(c) Third Step-In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent, or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal.

(d) Fourth Step-If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within fifteen (15) school days from the receipt of the third step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) school days, the American Arbitration Association will be requested to provide a list of five (5) arbitrators. The two parties shall determine by lot which party shall strike the first name from the list. Thereafter, each party shall, within two (2) days, alternately strike one name from the list, until only one remains. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties.

Expenses of the Arbitrator's service shall be borne equally by the School District and the Association.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION 4.

If the Association, or any employee, files a grievable complaint with an outside agency then the District shall not be required to process the same set of facts through the grievance procedure unless so ordered by the outside agency, provided it is filed within the fifteen (15) day time limit of Section 3, paragraph (b) of this Article.

SECTION 5.

At steps two and three of the grievance procedure, the aggrieved employee may, at his/her option, be represented by a representative of the Association, in addition to himself/herself.

SECTION 6.

The school administration shall keep the grievance filed hereunder, and its responses thereto, in a separate grievance file, and not in the employee's regular personnel file.

SECTION 7.

The conferences and hearings held pursuant to the Article shall be conducted in private, and shall be attended only by the parties to the grievance, their properly designated representatives, and pertinent witnesses.

SECTION 8.

In the event that a grievance is filed at such a time that it cannot be processed through all of the steps provided for by this grievance procedure by the end of the school year, the parties shall cooperate in reducing the time limits provided for herein, in an effort to complete all steps of the grievance procedure by the end of the school year or within thirty (30) days thereafter.

ARTICLE IV

ASSOCIATION RIGHTS

A. The Association shall have the right to hold meetings on the school property at other than regular school hours, provided, however, that such meetings in no way interfere with any aspect of the instructional program or administration of the school. The time and place of any such meeting will be scheduled in cooperation with the administration. Any out-of-pocket expenses to the school resulting from such meetings will be reimbursed to the school by the Association. Also, in connection with its business, the Association shall have the right to make use of school computers, typewriters, duplication equipment, calculating machines and audio visual equipment after regular school hours and when said equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to said use.

B. The Association shall have the right to use faculty mail boxes for a reasonable volume of appropriate announcements relating to the transaction of the Association's business on behalf of the members of the bargaining unit.

C. The Association shall be provided with a bulletin board in the teacher's lounge in the school building upon which the Association may post matters relating to the Association's business on behalf of the members of the bargaining unit.

D. Whenever the Association negotiating team participates during normal school hours in the mediation, fact-finding, or arbitration phases of the impasse procedures provided by law, a maximum of five said team members and any employee witnesses actually testifying shall suffer no loss of pay or other benefits during such participation. The grievant and any employee witnesses actually testifying in the arbitration phase of the grievance procedure provided for in this Agreement during normal school hours shall suffer no loss of pay or other benefits during such participation.

E. Officers of the Association and the chairpersons of the Association's standing committees shall be permitted to transact official Association business on school property provided that this shall not interfere with or disrupt normal operations or the employee's responsibilities.

ARTICLE V

EMPLOYEE HOURS

Employees covered by this Agreement shall begin the work day at 8:00 a.m. and shall complete it at 3:30 p.m. The work day is subject to additional time necessary to perform extra-curricular activities and extra-duty assignments. Employees shall be permitted to leave on Fridays, and the day immediately prior to the commencement of vacation or holiday periods after the school buses have departed on their routes.

Should school be delayed due to inclement weather, employees shall report for work fifteen minutes before the student attendance day begins. Should school be dismissed early due to inclement weather, excluding heat, employees shall be permitted to leave after the school buses have departed on their routes.

An employee may request his/her principal's permission to leave the school premises at other times during the school day. The principal shall, in his/her sole discretion and judgment, grant or deny said request. It is understood and agreed that the granting of any such request by the principal shall relate to that request only and shall not be considered in connection with any other request which may later be made by any employee.

The Board shall make a reasonable attempt to provide each employee with duty free preparation time.

ARTICLE VI

EMPLOYEE WORK YEAR

A. CONTRACT YEAR. The contract year shall consist of 191 days which shall include days when pupils are in attendance, in-service days, holidays, and other contract days on which employee attendance is required. For all first-year probationary staff, the contract year shall consist of 193 days. The two additional days shall be for district in-service.

B. DAY'S PAY. The pay for one day shall be defined as 1/191 (1/193 if first-year employee) of the teacher's annual salary.

C. HOLIDAYS. Holidays are Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

D. SCHOOL CALENDAR. The Association may advise the Board of the Association's preference as to the school calendar, but the adoption of the calendar shall be by the Board, upon its sole judgment and discretion.

E. VACATION PERIODS. Vacation periods shall be: Friday following Thanksgiving; December 24th through January 1st; and a minimum of four consecutive days to include Easter Sunday.

F. The 2006-2007 Association proposal is based on 191 contract days. Any days beyond the stated contract days (191) shall be paid per diem.

ARTICLE VII

IN-SERVICE COMMITTEE

A. MEMBERSHIP. The in-service committee shall consist of four (4) members- Three (3) members appointed by the Dunkerton Education Association and one member by the school administration. The members appointed by the Association shall be one from each of the grade levels PK-4, 5-8, 9-12.

ARTICLE VIII

EMPLOYEE EVALUATION

SECTION 1.

Within six (6) weeks after the beginning of each school year, teachers new to the Dunkerton Community School system shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed pursuant to this Article. A similar meeting will be held with all staff members whenever the evaluation procedures are changed or revised.

SECTION 2.

The classroom teacher performance of regular full-time and part-time Tier 1 beginning teachers shall be a minimum of two times the first year. The second year shall be a minimum of one time. The formal observations should be conducted prior to April 15th. The required summative evaluation conference shall be completed prior to May 15th. Each of these observations will have a pre-observation and post-observation conference. The post-observation conference shall take place within 10 school days of the formal observation. As part of the post-conference, the teachers shall have completed the reflection page. Beyond their probationary status classroom teachers shall be evaluated at least once every three years.

SECTION 3.

Results of the classroom evaluations provided for in Section 2, above, shall be in writing, with a copy to be given to the teacher. Pre-arranged and unannounced classroom observations are designed to allow the evaluator to observe a teacher in a normal, routine manner. Classroom observations are not required, however, to complete the summative evaluation. A post-observation conference shall be held within (10) school days of the classroom observation, and prior to submission of the written evaluation report to the superintendent.

SECTION 4.

The teacher shall have the right to submit a written explanation or statement regarding the contents of the evaluation report. The teacher shall submit any such written explanation or statement within seven (7) calendar days after the meeting with the evaluator, and the teacher's written statement shall be included in his/her personnel file.

SECTION 5.

A yearly summative evaluation shall be completed for each Tier 1 teacher during their probationary period. For Tier 11 teachers, a summative evaluation shall be completed during the year in which the employee receives a formative evaluation. The summative evaluation shall be completed prior to May 15th.

SECTION 6.

In any proceeding in which the District attempts to use past evaluations to justify adverse action against a teacher, the teacher may challenge the substance of such past evaluations as being arbitrary and capricious.

Adverse action shall be defined as: Withholding a step increase, suspension without pay, termination or a layoff.

If the adverse action against an employee is staff reduction under the Staff Reduction Article of the Contract (Art. XV), the teachers grievance of the evaluation shall be combined with the grievance, if any, filed alleging a violation of the Staff reduction Article or any other Article grieved arising out of the same set of events.

A probationary employee (Iowa Code Section 279.19) may not grieve their evaluations during their probationary period.

SECTION 7.

A teacher shall have the right to review the contents of his/her regular personnel file, and to copy the contents thereof, except the teacher shall not be entitled access to or the right to copy confidential materials originating outside the Dunkerton Community School District.

The administration shall remove all evaluations and related materials that are over eight (8) years old. The administration does retain the right to keep any evaluation material over that length if in the determination of the administration it is still relevant.

SECTION 8.

Complaints directed toward an employee which are placed in his/her personnel file shall, in seven (7) calendar days, be called to the employee's attention in writing. The employee has the right to respond in writing and to have such written response placed in his/her file.

ARTICLE IX

HEALTH PROVISIONS

A. PHYSICAL FITNESS-NEW EMPLOYEES -All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be in the form of a statement from a licensed physician of the employee's choice based upon a physical examination, which shall include a check for tuberculosis, conducted within thirty (30) days of initial employment attesting to the employee's physical fitness. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

B. PHYSICAL FITNESS-CONTINUING EMPLOYEES

1. All continuing employees may have a voluntary physical examination, which shall include a check for tuberculosis, performed by a licensed physician of his/her choice at the conclusion of every third year of service, and the employee shall promptly thereafter provide the Board with said physician's statement attesting to the employee's physical fitness.

2. The expense for such examination shall be borne by the Board up to a limit of forty dollars ($40.00). Expense will not be reimbursed by both the District and insurance carrier.

ARTICLE X

SAFETY PROVISIONS

1. UNSAFE CONDITIONS. Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their safety.

2. LIABILITY COVERAGE. The board shall provide liability insurance coverage to the extent that is required by Iowa law. Any existing insurance shall remain in force.

3. REPORTING ASSAULTS. Employees shall report cases of assault committed upon them in connection with their employment to their principal or other immediate supervisor.

4. ASSAULT OF EMPLOYEE.

A. In the event an employee is intentionally physically assaulted while the employee is acting in the discharge of his/her duties within the scope of his/her employment, and if said assault physically disables the employee from being able to work, and provided the employee elects not to receive paid sick leave pursuant to Article XI of this Agreement, the employee shall receive full pay for each day he/she cannot work, up to a maximum of five (5) school days, all of which must be within the ten (10) day period immediately following the assault. The employee shall, upon request, within a reasonable time furnish the Superintendent with a written statement from a medical doctor certifying that the employee is physically unable to work because of the injuries sustained in said assault.

B. In the event an employee is physically assaulted while the employee is acting in the discharge of his/her duties within the scope of his/her employment, and if said assault damages or destroys the employee's clothing or other item of personal property being carried upon the person of the employee, the Board shall reimburse the employee for the amount of actual damage to said clothing or other property, up to a maximum of one hundred dollars ($100.00).

ARTICLE XI

SICK LEAVE

A. ACCUMULATIVE BENEFITS -Employees shall be entitled to paid 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. Sick leave may be used for personal illness of the employee. The employee shall promptly notify the Superintendent or designee of the employee's intention to use sick leave, as soon as the necessity therefore is known to the employee. Unused sick leave days shall be accumulated from year to year with a limit of one hundred twenty (120) days so accumulated. Sick leave shall be according to the following schedule:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year and all subsequent years of employment	15 days

The employee's current year of sick leave, according to the above schedule, shall be available for use in the current year in addition to any prior accumulated sick leave, but no more than a total of one hundred twenty (120) days can be accumulated and carried forward from year to year.

B. EVIDENCE OF ILLNESS -The employee shall, upon request, within ten (10) school days furnish the Superintendent with a written statement from a medical doctor, certifying to the existence, nature and duration of the illness and the employee's inability to work because of the illness. The Superintendent may require other reasonable evidence to confirm the necessity for the use of sick leave.

C. NOTIFICATION OF ACCUMULATION -Employees shall be given a copy of the written accounting of accumulated sick leave days no later than October 1st of each school year. Any protest of error and/or omission of the accuracy of the accounting of accumulated sick days must be made to the District at the time the employee signs the sick leave sheet or otherwise the accounting will stand as being correct.

D. USE OF SICK LEAVE FOR FAMILY ILLNESS -Upon application by the employee, the employee shall be entitled to use up to a maximum of seven (7) days per year of the employee's sick leave, which is provided for in Paragraph A above, when a member of the employee's immediate family (defined as the employee's spouse, children, and parents) is ill and it is necessary for the employee to personally care for said family member. Days may be added to the current maximum of seven (7) days upon superintendent's discretion. Added days to be taken from the employee's accumulated sick leave days. The employee shall apply to the Superintendent or his designee for such sick leave as soon as the necessity for it is known to the employee. The Superintendent may require reasonable evidence, including medical evidence of the nature of the illness of the family member, that said sick leave is necessary. The use of sick leave for family illness, as provided for in this paragraph, shall be charged against the employee's available sick leave provided for in Paragraph A above, and shall not be in addition thereto. Family illness days shall not accumulate from year to year.

E. EXTENDED LEAVE WITHOUT PAY -An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall upon written request to the Superintendent, be granted a leave of absence without pay for the duration of such illness or disability, up to a maximum of two (2) semesters, commencing with the date of exhaustion of sick leave.

The employee shall furnish the Superintendent with a written statement from a medical doctor, certifying to the existence, nature and duration of the illness or disability, and the employee's inability to work because of the illness or disability. The Superintendent may require other reasonable evidence to confirm the necessity for such extended leave of absence.

The Board agrees to continue to pay for the life and health insurance benefits provided by the Board pursuant to the Agreement for the duration of said leave of absence.

Employees of the Dunkerton Community School District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Medical Leave Act of 1993.

F. DOCTOR AND DENTAL APPOINTMENTS -In the event of a doctor or dental appointment, an employee away from duty for less than one hour will lose no sick leave. An employee absent from one to four hours will have one-half day deducted from accumulated sick leave days. An employee absent more than four hours will have one day deducted from accumulated sick leave days.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL -At the beginning of every school year, each employee shall be credited with two (2) days, with pay, to be used for the employee's personal use. An employee planning to use a personal day shall notify his/her principal at least three (3) days in advance, except in case of a bona fide emergency, in which case the principal shall be notified as soon as possible. Provided, however, that not more than a total of two (2) employees shall take the personal leave provided herein upon the same day, except in emergencies. It is further provided, however, that said personal day shall not be taken on a day immediately preceding or following a holiday or vacation period, except with prior approval of the appropriate principal. Personal days shall not accumulate from year to year.

B. JURY DUTY -An employee called for jury duty during school hours shall be provided such time, with pay. Any fees or remuneration the employee received for such jury duty shall be turned over to the Dunkerton Community School. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to the principal and shall complete any remaining hours of the working day if required.

C. PROFESSIONAL MEETINGS -If an employee desires to be absent from duty to attend a professional meeting which is designed to improve his or her teaching skills, the employee shall make a written request for said absence to the principal at least ten (10) days prior to the first day of requested absence. The principal shall, in his/her sole judgment and discretion, approve or deny said request, in whole or in part.

D. ASSOCIATION -Up to four (4) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. This shall be paid leave. Another two (2) days shall be available with pay with the Association reimbursing the District for the cost of a substitute, if one is employed. Notice shall be given to the employee's principal at least ten (10) days in advance.

E. DEATH

1. In case of the death of an employee's spouse, parent, step-parent, child, or step-child, the employee shall be entitled to a leave of absence of five (5) consecutive school days, with pay. Said leave may be taken within a reasonable time after the death, but if not taken within ten (10) calendar days after the death, shall be lost. The employee shall promptly notify his/her principal of the death, and when the leave days will be taken.

2. In case of the death of the employee's brother, sister, or grandparent, niece or nephew, the employee shall be entitled to a leave of absence of three (3) consecutive school days, with pay. Said leave days may be taken within a reasonable time after the death, but if not taken within ten (10) calendar days after the death, shall be lost. The employee shall promptly notify his/her principal of the death, and when the leave days will be taken.

3. In case of the death of the employee's spouse's brother, sister, parent, step-parent or grandparent, niece or nephew the employee shall be entitled to a leave of absence of three (3) consecutive school days, with pay. Said leave days may be taken within a reasonable time after the death, but if not taken within ten (10) calendar days after the death, shall be lost. The employee shall promptly notify his/her principal of the death, and when the leave days will be taken.

4. In case of the death of a person with whom the employee had an unusually close personal relationship, the employee shall be entitled to a leave of absence, with pay, for the time necessary to attend the funeral, but not to exceed one (1) day per occurrence. The employee shall promptly notify his/her principal of the death, and when the leave days will be taken.

F. OTHER LEAVE -Requests for unpaid leave may be made to the appropriate principal stating the reason for making the request, the number of days, and when they are to be used. Such requests shall be delivered to the principal sufficiently in advance to permit consideration of the request and the securing of a substitute. The principal shall, in his/her sole judgment and discretion, approve or deny said request, in whole or in part.

G. All leaves provided for in this Article shall be requested in writing when possible.

ARTICLEX III

EXTENDED LEAVES OF ABSENCE

A. INFANT CARE LEAVE OF ABSENCE. An employee shall be eligible for infant care leave of absence, upon the following conditions:

1. If an infant child (defined herein as a child less than one year of age) of the employee is in need of parental care, and the employee's spouse is unavailable, because of the spouse's employment or physical disability, to provide said care, then the employee may apply for a leave of absence, without pay, for a period of not to exceed three (3) calendar months, per school year, which must be consecutive, except as hereinafter provided.

2. If the employee can anticipate the need for such leave in advance of the birth or adoption of said infant child, the employee shall promptly notify the Superintendent, and must do so not less than two (2) calendar months before any leave is to begin. If said notification is timely made, the leave of absence may commence up to two (2) months prior to the anticipated date of birth or adoption.

3. In no event shall the total length of said leave exceed three (3) consecutive months, excepting that said leave may be interrupted by any period during which the employee is entitled to sick leave pursuant to Article XI of the Agreement.

4. In the sole judgment and discretion of the Superintendent, and in order to preserve the continuity of the educational program or continuity of instruction, the Superintendent may require that said infant care leave commence up to three (3) weeks earlier or terminate up to three (3) weeks later than the time requested by the employee. Such adjustment by the Superintendent will normally occur at or near the beginning or close of a reporting period.

5. During the period of the infant care leave provided for in this paragraph, up to a maximum of two (2) months, the Board shall, at its expense, continue to provide the health insurance and life insurance benefits upon the employee. Thereafter during any remaining period of infant care leave, the employee shall have the option of continuing said insurance by reimbursing the Board for the cost of said insurance.

6. The period of the infant care leave provided for in this paragraph shall be included in the employee's length of service in the Dunkerton Community School District for purposes of determining salary level and sick leave accrual.

B. PUBLIC OFFICE. A leave of absence without pay not to exceed one (1) year shall be granted any employee, upon application, for the purpose of serving in elective public office at the State or National level. The employee shall make said application as early as possible, in order to give the Board the maximum possible notice of the commencement of the leave. Upon termination of such leave, the employee shall have the recall rights provided for in Paragraphs E and F of Article XV (Procedure for Staff Reduction).

C. EDUCATIONAL IMPROVEMENT. A leave of absence without pay not to exceed one (1) year shall be granted any employee, upon Board approval, for the purpose of engaging in full time study, at an accredited college or university, related to his or her professional teaching responsibilities. The employee shall make said application as early as possible, in order to give the Board the maximum possible notice of the commencement of the leave. Upon the termination of such leave, the employee shall be entitled to return to his or her last previous teaching position, commencing with the next school year beginning after termination of the leave, and shall be placed at the next higher vertical salary step than that achieved prior to the leave. The employee shall give notice in writing to the Superintendent no later than the first (1st) of March that the employee desires to return to teaching the next school year. The failure of the employee to give said notification constitutes a waiver of the employee's right to return to teach at the Dunkerton Community School District.

D. MINIMUM SERVICE PROVISION. Employees with less than two (2) continuous full years of service in Dunkerton Community School District are not eligible for the extended leaves of absence provided for in this Article.

E. SPECIAL LEAVE. Other extended leaves of absence without pay may be granted at the sole discretion of the District.

ARTICLE XIV

SENIORITY

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

2. All new employees in the bargaining unit shall be considered probationary employees as defined by Iowa Code. At the end of the probationary period, if the work of the employee is satisfactory, the employee shall have the probationary status terminated. All probationary employees shall have equal seniority.

3. "Seniority" shall be defined, for the purpose of this Agreement, as the consecutive years of employment in the Dunkerton Community School District.

4. On or about September 30th of each school year, the Superintendent will provide the Association with a list showing the rank number, teacher's name, date of hire (if after March 1974), last four numbers of their social security number, and consecutive years of service in the Dunkerton Community School District. Also for the purpose of this paragraph only, "consecutive years of service" shall include prior service of the employee in the Dunkerton Community School District who was later recalled under Paragraph C(1) of Article XV and leaves granted under Article XIII. Employees shall have twelve (12) calendar days to raise objections to their seniority rating. Any objections are waived until the time of the next posting if not made within the twelve (12) calendar day period.

5. Employees working in more than one curricular area will have seniority in all areas in which they are currently working.

   a. If one of the areas is being reduced, in whole or in part, the employee working in more than one area shall have the right to pass the reduction to the least senior employee in one of the other areas in which the employee is currently working.

6. Part-time employees or employees who are hired during the school year shall be entitled to credit for length of service in the same proportion that time regularly worked by such employee bears to the time regularly worked by full-time employees or employees hired for the entire year.

7. Employees having equal years of seniority shall have the tie broken as follows:

March 1974 to present-Date of signing contract
Prior to March 1974-Highest last four numbers of the social security number.

ARTICLE XV

PROCEDURES FOR STAFF REDUCTION

A. 1. When, in the sole, exclusive and final judgment of the Board, a reduction in the staff of teachers is to be made, because of decline in enrollment, reduction of program, or any other reason, the Board shall attempt to accomplish the reduction by attrition.

2. The second step shall be the reduction of employees with emergency and/or temporary certification, unless needed to maintain an existing program. If the reduction at this step is insufficient to accomplish the needed reduction, the third step shall be utilized.

3. The third step shall be the reduction of employees on the basis of seniority. Staff reduction shall be made within the following grade or curricular areas according to the Article on Seniority:

a. Elementary Classroom Teachers, Grades Pre-Kindergarten through grade Six.

b. Special area teachers, grades Pre-K through grade six of: Vocal Music; Instrumental Music; Art; Physical Education; Federal or state programs funded by earmarked monies, e.g., Title I.

c. Teachers in grades seven (7) through twelve (12) in the following curricular areas: English (including reading and speech);Social Studies; Mathematics; Science; Foreign Language; Family and Consumer Science; Art; Vocal Music; Instrumental Music; Driver Education; Physical Education; Counselor; Business Education; Industrial Technology; Librarian; Federal or state programs funded by earmarked monies, e.g., Title I.

Provisions of this paragraph shall apply in all cases except if the least senior employee to be laid off needs to be retained so as to teach a specific subject for which no other employee is certified or endorsed to teach, in which case the next least senior employee shall be selected for layoff. This process is to be followed until reduction is made.

Provided further, that this process of staff reduction shall apply in all cases whether or not the reduction being made is in whole or in part.

B. The Board shall give written notice to each teacher affected by staff reduction and to the Association in accordance with the Code of Iowa.

C. 1. A teacher whose contract is not renewed, pursuant to this Article shall, for a period of two (2) years after expiration of his or her contract, has the right to be recalled if a vacancy in the same position becomes available, provided, however, that the teacher must remain certified to teach in that position. All employees shall have recall rights in inverse order of termination.

2. In the event two (2) or more persons have equal years of full-time certified teaching service in the Dunkerton Community School District at the time said position becomes available, the selection from among said persons shall be made by the Board in its sole judgment and discretion.

D. The Board and its designee shall, by United States mail sent to the teacher at his/her last address as shown by the school records, notify each teacher of the existence of a vacancy to which the teacher has recall rights pursuant to Paragraph C above, a minimum of thirty (30) days before the vacancy is filled. Teacher shall notify the District by certified mail, not later than fifteen (15) days from the date of mailing of the notification, indicating whether or not the teacher desires to exercise said recall rights. Failure to so reply shall be a waiver of the teacher's recall rights, and no preference for reemployment need be given to the teacher.

E. No Board action pursuant to Paragraph A1 and C2 of this Article shall be subject to or processed through the grievance procedure provided for by Article III of this Agreement.

ARTICLE XVI

TRANSFER PROCEDURES

A. DEFINITION -The movement of an employee from the Elementary (K-6) to the High School (7-12), or vice versa, shall be considered a transfer.

B. NOTIFICATION OF VACANCIES

1. The Superintendent shall deliver to the Association, and post on the Association bulletin board in the teachers' lounge, a list of vacancies which occur upon knowledge of vacancies. If such vacancies occur within the summer months, but before the first Monday in August, notification shall be given to the president and/or vice-president of the Association.

2. Employees who desire to transfer may file a written statement of such desire with the Superintendent. Such statement shall include the grade level or subject matter assignment to which the employee desires to be transferred. Such requests for transfer shall expire on June 30th of each year, and must be renewed annually.

C. FILLING OF VACANCIES -The decision to fill vacancies shall rest solely and completely with the Superintendent and the Board.

ARTICLE XVII

DUES DEDUCTION

A. AUTHORIZATION -Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. Professional dues, as used in this Article, shall mean the regular annual dues, or monthly portion thereof, payable to the Association by each of its members, and shall not include initiation fees, special assessments, back dues, fines, or similar items. The form of the assignment shall be set forth in Exhibit B.

B. REGULAR DEDUCTION -Pursuant to the deduction authorization provided for above, the Board shall deduct one-tenth (1/10) of total annual dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year, excepting that if the deduction of dues is begun after September, the total amount of dues shall be deducted in equal monthly amounts prorated over the months remaining through June.

C. Such authorization shall continue in effect for the term of this Agreement, unless said authorization is sooner revoked by the employee giving the Board thirty (30) days written notice of revocation of authority.

D. TRANSMISSION OF DUES -The Board shall transmit to the Association the total of the monthly professional dues deductions within ten (10) school days following the date of deduction.

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

ARTICLE XVIII

INSURANCE

A. The Board agrees to provide all employees that work thirty-two (32) hours or more per week who are covered by the Agreement the following insurance coverage:

1. Preferred Provider Organization (PPO) Health and major medical insurance upon the employee. (A Comprehensive health and major medical insurance plan shall be available with employee paying premium difference, providing carrier offers the plan.)

2. Term life insurance upon the life of the employee in the amount of fifteen thousand dollars ($15,000.00).

3. Accidental death or dismemberment insurance upon the employee in the amount of fifteen thousand dollars ($15,000.00).

4. Long Term disability coverage upon the employee providing:

    a. Benefits commencing fifteen (15) days after employee's available sick leave has been utilized following disablement.

    b. As per carrier description.

    c. Such other provisions as are provided in the policy of the selected carrier.

B. Employees who have been included in the insurance group by their original contract with the Board will continue as a part of the insurance group if they are subsequently reduced to fewer than thirty two (32) hours per week.

C. At the option of the employee, the employee's eligible dependents (as defined in the group insurance policy) may be included in the health, major medical, and life insurance benefits available under the group policy, with the additional cost thereof to be deducted from the employee's monthly salary.

D. The employee shall be covered by a school financed liability insurance policy covering the negligent performance of duties within the scope of their employment.

E. All employees shall be covered by worker's compensation insurance paid for by the Board.

F. The Board-provided insurance programs shall be for the period of twelve (12) consecutive months beginning July 1st and ending June 30th. Employees new to the district shall be covered by the Board-provided insurance not later than thirty (30) days after initial employment. The date of initial employment shall be the first day of the school year, when the teachers are required to be present.

Employees who terminate employment prior to completion of their annual contract shall be dropped from coverage on the date of their termination. This clause will not affect employees who have completed the terms of their contract and subsequently leave the district.

G. The selection of the carrier shall be by mutual consent between the Association and the Board.

ARTICLE XIX

WAGES AND SALARY

A. SCHEDULE

1. The salary of each employee covered by the regular salary schedule is set forth in Exhibit C, which is attached hereto and made a part hereof.

2. Any teacher who would remain at the state-mandated minimum salary of $24,500 or would receive an increase of less than $200 shall receive a minimum salary increase of $200, based upon full-time.

B. PLACEMENT ON SALARY SCHEDULE

1. INITIAL PLACEMENT. The initial salary is based upon the candidate's qualifications and experience in accordance with the salary schedule and regulations in force at the time of employment. In order to be paid in the MA lane, the employee's Master's Degree must be in the educational field in which the employee is actually teaching, or an educational field directly related thereto. Based upon district needs, the Board of Directors may approve an employee's initial placement that is greater than the employee's education and/or experience.

2. CREDIT FOR EXPERIENCE. Credit is allowed for approved teaching experience. In calculating teaching experience, no fractional credit of less than one-half (1/2) year will be credited. Six (6) months or more of actual teaching in a given school year will be credited as one year's experience. Actual teaching experience of less than six (6) months, but more than three and one half (3 1/2) months in any one school year will be credited as a half (1/2) year of experience. In the placing of an employee upon a step on the salary schedule, one-half (1/2) year of teaching will be disregarded unless the employee has two (2) such half-years, in which case he/she will be given credit for a full year of experience. Experience as a day-by-day substitute teacher shall not be credited upon the salary schedule.

C. ADVANCEMENT OF SALARY SCHEDULE

1. INCREMENT. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service in the Dunkerton Community School District until the maximum for their educational classification is reached. A year of service consists of employment in the Dunkerton Community School District for one hundred twenty (120) consecutive teaching days or more in one school year.

2. TRAINING BARRIER. Employees on the regular salary schedule must have proper state licensure or certification.

3. EDUCATIONAL LANES. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to a corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file, no later than September 15th of any school year, the necessary credits and pay adjustments shall be retroactive to the beginning of the contract year. In order to be paid in the MA lane, the employee's Master degree must be in the educational field in which the employee is actually teaching or an educational field directly related thereto.

Hours of study submitted for the horizontal advancement must be from an Accredited College or University and be approved by the Superintendent at his/her sole discretion prior to enrollment.

Hours of study submitted for the horizontal advancement must be:

a. Included in the teacher's declared graduate major, provided this major is related to the educational field, or

b. Hours in the employee's teaching area, or

c. Study approved by the Superintendent in his/her sole discretion

D. METHOD OF PAYMENT

1. PAY PERIODS. Each employee shall be paid in twelve (12) equal installments on the 25th of each month, or the last working day preceding the 25th when such a day falls during a non-working period during the regular school year.

2. BEGINNING EMPLOYEES. An employee who is new in the teaching profession may, at his/her option, elect to receive thirty percent (30%) of the first monthly salary installment, without any payroll deductions, after completion of the first ten (10) days of employment. The balance of said monthly installment shall be paid when normally due.

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

E. Employees who are issued contracts on less than a full-time basis shall be paid the percentage of the appropriate annual salary, as determined by the salary schedule, equal to the percentage of full-time employment declared by the Board in the individual contract of that employee.

F. All employees on the top step of their lane in the salary schedule shall be entitled to career increments as follows, beginning with the B.A. lane:

14-16	years	+900
17-19	years	+900
20+	years	+900

The career increment shall be retained once received with the maximum payment equaling two thousand seven hundred dollars ($2,700).

ARTICLE XX

SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES.

1. APPROVED ACTIVITIES. The Board and the Association agree that the extra-curricular activities listed on Exhibit E, which exhibit is made a part hereof, are official school-sponsored activities covered by applicable school insurance.

2. Employee participation in the extra-curricular activities shown on said Exhibit E, and which extend beyond the regularly scheduled in-school day, shall be compensated according to the pay schedule attached hereto as Exhibit D, and made a part thereof.

3. The parties recognize that there are other extra duties and activities, in addition to those listed in sub-paragraph A.1 above, which occur from time to time during the school year. Such duties include AEA staffings, faculty meetings, an annual open house, parent-teacher conferences, and an elementary music program. These duties are considered to be a part of the basic duties of all teachers, and included in their basic salaries, and there shall be no additional compensation thereof. Other assigned activities such as class sponsorship, class parties, and other assigned duties at extra-curricular activities that occur beyond the school day are recognized as extra and the assigned worker will be paid at the rate of fifteen dollars ($15.00) per event.

4. Employee's expenses, which are incurred as a necessary part of the performance of an assigned supervisory trip with students and are not provided for in another manner, shall be reimbursed by the school district.

B. EXPENSE REIMBURSEMENT. Persons receiving supplemental pay, according to Schedule D, shall be reimbursed, up to a maximum of one hundred dollars ($100.00) per school year for attendance at clinics or similar meetings designed to help them improve the performance of their assigned duties, as follows:

2006-2007

J.H. Boys Track	School Plays	Speech Activities
Assistant Basketball	Boys Track	Student Senate
J.H. Boys Basketball	Instrumental Music	Basketball
Spanish Club	SES	Softball
Golf		

2007-2008

Cheerleading
Annual
J.H. Girls Track
Assistant Football
School Newspaper
Baseball
Girls Track
J.H. Girls Basketball
Vocal Music
Football
Wrestling
J.H. Football
National Honor Society
Volleyball

ARTICLE XXI

FINALITY AND EFFECT

A. CLOSURE. The agreement constitutes the entire agreement between the parties.

B. PRINTING AGREEMENT. Copies of this Agreement shall be reproduced in the format agreed to by the parties, within thirty (30)days after the Agreement is signed. The Association and the Board shall share the cost of the printing equality.

C. NOTICES. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

1. If, by the Association, to the Board at Dunkerton Community School.

2. If, by the Board, to the Association at Dunkerton Community School.

D. SEPARABILITY. Should any article, section, or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then that article, section or clause shall be deleted from this Article to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

E. DURATION.This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007, with the following exceptions: Article XIX, Article XXI, Exhibit C, and Exhibit D.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon all on the 23 day of August, 2006.

DUNKERTON EDUCATION ASSOCIATION

BY Julie Smith
Its President

BY Rob Westerwelt
Its Chief Negotiator

DUNKERTON COMMUNITY SCHOOL DISTRICT

BY Gloria Clough
Its President

BY Robert Cue
Its Chief Negotiator

EXHIBIT A

GRIEVANCE
(Dunkerton Community Schools)

Grievance No. _____
Date _____

Name of aggrieved employee _____

Second Step (principal)

A. Date of event giving rise to grievance: _____

B. Specific article and clause of collective bargaining agreement violated:
_____

C. Nature of grievance*:

D. Remedy requested*:

_____
Signature of aggrieved employee

Date signed _____

E. Disposition of Principal*:

_____
Signature of principal or designee

Date signed_____

*If additional space is needed, attach additional sheets

Third Step (superintendent)

A. Signature of aggrieved employee: _____

B. Date signed by employee: _____

C. Date received by Superintendent: _____

D. Disposition by Superintendent:*

_____
Signature of Superintendent or designee

Date signed: _____

*If additional space is needed, attach additional sheets

Fourth Step (arbitration)

_____ _____
Signature of aggrieved employee Date signed

DUNKERTON EDUCATION ASSOCIATION

BY _____ _____
Signature of Association Officer Date signed

Date received by Superintendent: _____

_____
Signature of Superintendent

EXHIBIT B

Authorization for Payroll Deduction of Association Dues

Name of employee: _____

I am a member of the Dunkerton Education Association, and I hereby authorize and request the Dunkerton Community School District as my remitting agent to deduct from each of my regular monthly salary checks for the months of September through June, inclusive, of the current school year an amount equal to one-tenth (1/10) of my total professional dues to the Dunkerton Education Association with said dues to be paid to the Treasurer of the Dunkerton Education Association.

The Authorization shall take effect with the first of said monthly checks which is payable fifteen (15) days or more after receipt of this Authorization by the Dunkerton Community School Board. If authorization is submitted after September 10 the total amount of dues shall be deducted in equal monthly amounts prorated over the months remaining through June.

That I give this Authorization pursuant to the Dues Deduction Article of the current collective bargaining agreement between the Dunkerton Community School District and the Dunkerton Education Association, which article I have read and with which I am familiar. I understand that this Authorization shall continue in effect for the term of said Agreement unless I sooner revoke this Authorization by giving the Dunkerton Community School Board thirty (30) days written notice of the revocation of this Authorization.

Total annual sum to be deducted: _____

Date _____

_____
Signature of Employee

_____
Social Security No.

EXHIBIT C

SALARY SCHEDULE: 2006-2007

$22,700 Base

TRAINING STEP	BA	BA+7	BA+15	BA+23	BA+30	MA
0	22700	23154	23608	24062	24516	24970
1	23608	24080	24552	25024	25497	25969
2	24516	25006	25497	25987	26477	26968
3	25424	25932	26441	26949	27458	27966
4	26332	26859	27385	27912	28439	28965
5	27240	27785	28330	28874	29419	29964
6	28148	28711	29274	29837	30400	30963
7	29056	29637	30218	30799	31380	31962
8	29964	30563	31163	31762	32361	32960
9	30872	31489	32107	32724	33342	33959
10	31780	32416	33051	33687	34322	34958
11	32688	33342	33996	34649	35303	35957
12		34268	34940	35612	36284	36956
13			35884	36574	37264	37954
14-16	900	900	900	900	900	900
17-19	1800	1800	1800	1800	1800	1800
20 & +	2700	2700	2700	2700	2700	2700

It has been mutually agreed upon to use the 4.15% total financial package increase for the 2006-2007 school year as well.

EXHIBIT D
SUPPLEMENTARY SCHEDULE: 2006-2007

BASE **22,700**

	I	II	III	IV	V	VI	VII
	2.50%	4.00%	5.50%	7.50%	9.00%	10.50%	12.00%
BASE	538	860	1182	1612	1935	2258	2580
1	559	894	1230	1677	2012	2348	2683
2	480	929	1277	1742	2090	2438	2786
3	602	963	1324	1806	2167	2528	2890
4	624	998	1372	1870	2245	2619	2993
5	666	1032	1419	1935	2322	2709	3096

(Supplementary base is $500 less than the established salary base)

EXHIBIT E

Group I	**2.50%** Students for Educational Services National Honor Society Girls Basketball Chaperon Speech Activities (Individual or Group)
Group II	**4.00%** Jr. High Boys Track Coach Jr. High Girls Track Coach School Play Student Senate Sponsor Jr. High Volleyball Coach Jr. High Football Coach Jr. High Wrestling Coach Jr. High Softball Coach Jr. High Girls Basketball Coach Jr. High Boys Basketball Coach Jr. High Baseball Coach Jr. High Cheerleading Sponsor
Group III	**5.50%** Speech Activities and One Act Play (Ind. & Group) H.S. Cheerleading Sponsor
Group IV	**7.50%** Assistant Volleyball Coach Assistant Football Coach HS Cheerleading/Dance Team Sponsor Assistant Softball Coach Assistant Baseball Coach Assistant Basketball Coach (JV only) Jr. High and H.S. Cheerleading Sponsor Assistant Basketball Coach (Freshmen only)
Group V	**9.00%** Boys and Girls Golf Coach (combined) Boys and Girls Cross Country Coach (combined)
Group VI	**10.50%** Assistant Basketball Coach (Freshmen & JV) Vocal Music--Fulltime
Group VII	**12.0%** Varsity Basketball Coach Varsity Volleyball Coach Varsity Baseball Coach Varsity Softball Coach Varsity Football Coach Varsity Wrestling Coach Varsity Boys Track Coach Varsity Girls Track Coach Instrumental Music—Full time

Payment will be made for activities which are actually conducted.