EDGEWOOD – COLESBURG CSD/TEACHER'S ASSN. 06-07

# MASTER CONTRACT

EDGEWOOD-COLESBURG SCHOOL DISTRICT
and
EDGEWOOD-COLESBURG
TEACHER'S ASSOCIATION

2006-2007 School Year

TABLE OF CONTENTS


| | | |
|---|---|---|
| ARTICLE I | - Preamble . . . . . | 1 |
| ARTICLE II | - Recognition . . . . | 1 |
| ARTICLE III | - Grievance Procedure . . . | 3 |
| ARTICLE IV | - Salary and Wages . . . . | 5 |
| ARTICLE V | - Insurance . . . . . | 7 |
| ARTICLE VI | - Physical Examination . . . | 9 |
| ARTICLE VII | - Leaves of Absence . . . | 10 |
| ARTICLE VIII | - Staff Reduction Policy . . . | 14 |
| ARTICLE IX | - Employment and Assignment . . | 16 |
| ARTICLE X | - Chapter 294 A . . . . | 16 |
| ARTICLE XI | - Career Teacher Evaluation Procedure . | 16 |
| ARTICLE XII | - Safety Provisions . . . . | 17 |
| ARTICLE XIII | - Finality and Effect of Agreement . | 18 |
| ARTICLE XIV | - Dues Deduction . . . . | 18 |
| ARTICLE XV | - Duration Clause . . . . | 20 |

## ARTICLE I

## PREAMBLE

The Board of Education of the Edgewood-Colesburg School District hereinafter referred to as the Board and the Edgewood-Colesburg Teacher's Association, hereinafter referred to as the Association agree as follows:

## ARTICLE II

## RECOGNITION

See Exhibit A attached hereto and by this reference made a part hereof entitled State of Iowa Public Employment Relations Board case number 346, Order of Certification dated the 14th day of October, 1975, signed by Edward F. Kolker, Chairman.

Exhibit A

STATE OF IOWA

PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

| | |
|---|---|
| EDGEWOOD-COLESBURG COMMUNITY SCHOOL<br>PUBLIC EMPLOYER | Case 346 |
| AND | |
| EDGEWOOD-COLESBURG TEACHER'S ASSOCIATION<br>PETITIONER | Order Of Certification |

Now on this 14th day of October, 1975, the Board being advised that an election was conducted on October 3, 1975, pursuant to order of the Public Employment Relations Board and that Edgewood-Colesburg Teacher's Association, an employee organization, received an affirmative vote of a majority of employees in the bargaining unit, and the Board having further found that the aforesaid employee organization has fully complied with all regulations of the Public Employment Relations Act and the rules and regulations thereunder.

IT IS HEREBY ORDERED BY THE BOARD that Edgewood-Colesburg Teacher's Association should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the employees of Edgewood-Colesburg Community School, a public employer, in the following bargaining unit:

INCLUDED: Classroom teachers, guidance counselors, professional certified librarian and nurse.

EXCLUDED: Superintendent, building principals, substitute teachers and non-certified personnel including custodians, bus drivers, secretaries, teachers aides, teacher associates, cooks and other non-certified personnel.

DONE by the Public Employment Relations Board

By:_____

Edward F. Kolker, Chairman

## ARTICLE III

## GRIEVANCE PROCEDURE

Definition:

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

2. Aggrieved person:

   (A) "An aggrieved person" is the person or persons making the complaint and any person, including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the complaint. Anyone who shall be part in interest shall be bound by any and all decisions rendered herein.

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

   (C) Neither the Board nor the Association shall be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party.

## LIMITATIONS

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

## PROCEDURE

(A) Every aggrieved person covered by this agreement shall have the right to present grievances in accordance with these procedures.

(B) The failure of an aggrieved person (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the described time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. 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 teachers shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or the teaching staff.

Level One – Principal or immediate supervisor. (Informal)

Within fifteen (15) school days after the alleged violation, the aggrieved person shall first discuss the grievance with that person's principal or immediate supervisor.

Level Two – Principal (Formal)

If the aggrieved person is not satisfied with the grievance disposition in Step One and would like to proceed to the next step, that person shall submit a written grievance to the principal within five (5) school days of the informal discussion. The written grievance shall state the nature of the grievance, specific contract clause violated and the remedy requested. The principal shall make a written response to the employee within five (5) school days after it is formally filed.

With the written permission of the grievant the principal shall submit a copy of the grievance and the response to the Association, on a form prescribed by the Association and approved by the Board.

Level Three – Superintendent.

If the aggrieved person is not satisfied with the formal disposition in step two and would like to proceed to the next step, that person shall file within five (5) school days after the written response the grievance in writing to the superintendent for consideration. The superintendent shall make a written response within ten (10) days.

With the written permission of the grievant, the Association shall be allowed to participate in a representative capacity for the grievant.

Level Four

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of three (3) arbitrators. Each of the two parties will alternately strike one name from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the arbitrator will be binding on the Parties.

Expense for the arbitrator's service shall be borne equally by the School District and the Association.

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

## ARTICLE IV

## SALARY AND WAGES

### A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A on a base of $22,881 which is attached hereto and made a part of hereof for the 2006-2007 contract year. Schedule A incorporates the funding of Phase I and Phase II monies. Should the funding of Phase I and Phase II not be available through the normal medium, i.e. State monies, then and in that event Schedule A shall be automatically adjusted to remove Phase I and Phase II monies, effective immediately upon non funding. Phase I monies = $_____ and Phase II monies = _____ at the time of this contract.

Should more funds become available through Phase I and Phase II in the form of new monies expressly provided for teachers salaries, such fund shall be incorporated into Schedule A and such salary schedule shall be adjusted upward at the base by incorporating the additional funds. Fixed costs, Schedule B and other affected areas shall be part and parcel of such incorporated funds and the District will not input further funds to achieve the change.

### B. Placement on Salary Schedule

Each employee shall be place on the proper step of the salary schedule as of the first required attendance day for such employee in the 2006-2007 contract year in accord with that individual's contract. Any employee hired prior to November 1st, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year.

Each employee shall be placed on the proper step of the salary schedule as of the effective date of this agreement. Such placement shall be determined by advancing one (1) vertical step for each year of actual teaching experience and allotting full credit for all undergraduate and graduate school credits earned.

Teachers new or rehired to the Edgewood-Colesburg School System shall receive up to five (5) years credit on the salary schedule for certified teaching experience determined by actual teaching experience in a duly accredited school and educational lane credit shall be given upon suitable evidence of educational credit for undergraduate and graduate school credits earned. Such proof must be by virtue of a transcript filed on or before September 30 in the school year the adjustment is to be made. Pay adjustments shall be retroactive to the beginning of the contract year. This provision for new or rehired shall be effective for contract years 1990-1991 and subsequent years and shall not be retroactive in any event. The school board may allow for additional experience if in their sole discretion it is warranted under the circumstance.

## C. Advancement on Salary Schedule

1. Increments. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Edgewood-Colesburg School District for one hundred thirty-five (135) consecutive teaching days or more in one school year. Notwithstanding the above, if a teacher shall change horizontal lanes, there shall be no more than one vertical increment granted in any one year.

2. Educational Lanes. Employees on the regular salary schedule who move from one educational lane to another, shall file suitable evidence of educational credit with the Superintendent no later than twenty (20) days after the beginning of the school year and pay adjustments shall be retroactive to the beginning of the school year.

## D. Method of Payment

1. Pay Periods. Each employee shall be paid in twenty-four (24) equal installments on the 5th and 20th day of each month to begin on September 5, 2006. Employees shall receive their checks for regular salaries and contracted ECA salaries by direct deposit to an account of employee's choice with the following exception:

    a. When a pay date falls on or during a school holiday or weekend, employees shall receive their deposit on the last previous working day.

## E. Extra Professional Services

1. An employee teaching either before or after the regularly scheduled work-day shall be compensated on a prorata period of a per diem, particularly excluding supplementary pay, rate of that teacher's contracted salary for the applicable year: (Example – 1st year teacher's salary = $23,000/190 day contract = $121.04 per day by 8 period day = $15.13 per period.) Teacher would receive an additional $15.13 for each additional period taught per day over and above such regularly scheduled day.

Teacher employees are encouraged to participate in this program if qualified, however contracting for same, shall remain voluntary on the part of the teacher.

2. Teachers required to attend meetings beyond the contract year will be compensated at the rate of $100 per day.

3. Regular secondary classroom teachers assigned more than seven (7) pupil/teacher contact periods in an eight (8) period day on a regular basis will be paid 1/8 of their per diem rate of the base salary on the schedule.

4. Employees will have an opportunity to volunteer for extra duties by signing a sheet on the first day of workshop. Activities not covered will be assigned by office staff and become the assignee's responsibility.

# ARTICLE V

# INSURANCE

A. Types:

The Board agrees to provide all full-time employees and part-time employees the following insurance protection, if the employee qualifies as specified by the terms of the insurance carrier.

1. Health and Major Medical and/or Annuities
   a. Full-time Employees: The Board shall contribute up to $6,100 for each full-time employee to be used towards payment of single coverage, or family coverage insurance. The maximum total district cost for a tax-sheltered annuity taken in lieu of district contribution towards health insurance shall not exceed $5,900.

b. Part-time employees: The Board shall contribute a pro-rata fraction to any part-time certified staff working at least one-half of the normal work-day schedule. The pro-rata portion shall be based upon the FTE of the employee.

The balance of premiums to be paid by employee shall be deducted from the employee's paychecks in twenty-four equal installments beginning in the month of September.

c. All new employees are required to participate in the district insurance program.

d. Any employees taking TSA only, must provide proof of insurance to the District Office.

2. Disability

Each employee shall be covered by a disability insurance program. The Board shall pay a maximum of $8000 per year for this coverage for the 2006-2007 contract year. This coverage shall be for full-time employees and to any part-time certified staff working at least one-half of the normal work day schedule. This coverage shall be for not less than seventy (70%) percent of the employee's yearly gross income and contain at least a ninety (90) day waiting period and not more than one-hundred twenty (120) day waiting period. The Board shall not be required to provide coverage if the carrier refuses to accept any such employee.

B. Coverage

This insurance program shall be for twelve consecutive months, starting with the first day as designated by the insurance carrier and running for twelve (12) consecutive months thereafter. Employees new to the District shall be notified by the employer as to the dates that their coverage begins. Such first day shall be the same as the beginning of the teacher's contract year.

C. Information

The insurance company shall be responsible for providing insurance information in the form of application and enrollment meetings etc. to the employees.

D. Continuation

In the event that an employee, absent because of illness, pregnancy or injury, has exhausted sick leave accrued, the above mentioned benefits shall continue throughout the balance of the contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave shall have the option to continue any or all of the Board paid programs by paying premiums themselves to the Board within thirty (30) days of the Insurance Company billing date, to the extent that, the insurance company will allow and only for the balance of the unpaid leave. Failure of the thirty (30) day payment requirements cancels the option.

E. Selection of Carrier

The insurance carriers shall be selected by the Board, but the Association will be given the opportunity to make its recommendation before the final selection.

## ARTICLE VI

## PHYSICAL EXAMINATIONS

The School Board shall require new teachers to furnish a written report on a form provided by the District, of a physical examination performed by a licensed physician within the year preceding employment by the District. The first examination is at the expense of the teacher. All teachers are required to pass such a physical examination at three (3) year intervals thereafter. The teacher shall be reimbursed for such subsequent required physical examinations at the maximum rate of up to sixty-five ($65.00) dollars. All tests recommended by the physician will be approved towards reimbursement up to sixty-five ($65.00) dollars.

## ARTICLE VII

## LEAVES OF ABSENCE

As of the beginning of the 1990-1991 school year, employees shall be entitled to the following leaves of absence with full pay each school year, which shall be applicable for the 2006-2007 school year as well:

A. Sick Leave

1. Accumulative Benefits: All employees shall be entitled to the sick leave days as follows:

| | |
|---|---|
| 1st year. . . . . | 10 days |
| 2nd year. . . . . | 11 days |
| 3rd year. . . . . | 12 days |
| 4th year. . . . . | 13 days |
| 5th year. . . . . | 14 days |
| 6th year and following years. . . | 15 days |

These sick leave days shall be credited to the employee as of the first official day of said school year whether or not the employee reports for duty on that day.

a) The following 180 days of accumulation shall be applicable for all employees who were employed prior to the inception of the 1985-1986 school year.

Un-used sick leave days shall be accumulated from year to year with a maximum of 180 days, except employees who have already accumulated more than 180 days shall not be reduced. If an employee is on an extended contract, that employee shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract.

Employee reaching 180 days of accumulated sick leave and using sick leave during the fiscal year will have sick leave subtracted from the 180 days.

Example:

| | |
|---|---|
| Teacher begins fiscal year with 180 days carried forward from prior year | 180 |
| Teacher earned 15 days on first day of fiscal year. . . . | +15 |
| = Accumulated leave. . . . . | 180 |
| = Maximum accumulation . . . . . | 180 |
| - Teacher used during fiscal year. . . . . | -5 |
| = Carry-over to next fiscal year. . . . . | 175 |
| + Earned first day of new fiscal year. . . . . | +15 |
| =Maximum accumulation . . . . . | 180 |

b) The following 120 days of accumulation shall be applicable for all employees who were employed at or after the inception of the 1985-1986 school year.

Unused sick leave days shall be accumulated from year to year with a maximum of 120 days. If an employee is on extended contract, that employee shall be entitled to one additional sick leave day for each month of twenty (20) working days beyond the normal contract.

Employee reaching 120 days of accumulated sick leave and using sick leave during the fiscal year will have sick leave subtracted from the 120 days.

Example:

| | |
|---|---|
| Teacher begins fiscal year with 180 days carried forward from prior year | 120 |
| Teacher earned 15 days on first day of fiscal year. . . . | +15 |
| = Accumulated leave . . . . . | 120 |
| = Maximum accumulation . . . . . | 120 |
| - Teacher used during fiscal year. . . . . | -5 |
| = Carry-over to next fiscal year. . . . . | 115 |
| + Earned first day of new fiscal year. . . . . | +15 |
| = Maximum accumulation . . . . . | 120 |

2. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 1 of each school year. Said accounting shall be presented as a copy of a section concerning accumulation of sick leave as shown in the Superintendent's Annual Report.

3. Extended Leave and Other Leaves

a. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the contract year.

b. An employee who is unable to work because of illness, disability or death of a member of the immediate family and has exhausted all available leave shall be granted a leave of absence without pay for the duration of such illness, disability, or death up to the end of the contract year.

These leaves may be renewed each year upon written request by the employee and upon approval of that request by the School Board.

c. Jury and Legal: When the employee submits proof of a necessity of jury service during school hours or is subpoenaed to appear in court or a judicial hearing, that employee shall be provided such time. The employee shall be paid the difference between the amount that is received from jury duty and that employee's regular salary. In the event the employee is required to appear in court or before a body, as a party to any private legal action which is not job related, the provisions of this article shall not apply. This section shall not apply if an employee, the Association or the School Board is one of the parties to the controversy.

d. Bereavement: Certified personnel shall be granted leave of absence at full pay for funerals not to exceed 5 days per year, and cannot be accumulated from year to year.

e. Public Office: A leave of absence without pay, not to exceed two years, may be granted to an employee upon application to the Superintendent for the purpose of serving in a public, state or national office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as when such leave was granted. No fringe benefits of any kind shall be in effect during the entire period of this leave.

f. Association Leave: Up to three (3) working days shall be available to the Association for the purpose of attending conferences, conventions or committee meetings sponsored by the Association. The teacher(s) shall receive no loss of pay. The Association shall be responsible for all expenses associated with such leave shall reimburse the District the cost of the substitute(s). A written request shall be presented to the employer at least five (5) working days before the request is granted. Association days shall not be charged to an employee's individual leave and cannot be accumulated.

g. Maternity/Paternity: An employee who becomes pregnant or adopts will be granted and shall take a parental leave under the following conditions:

1. Pregnancy renders the employee physically and/or mentally unable to perform regular job duties as determined by the administration.

2. Such leave may commence at the beginning of the seventh month of pregnancy. However such leave may commence sooner if the attending physician certifies it is medically necessary for the health of the employee.

3. The District reserves the right to have any pregnant employee examined by a medical doctor and that determination as to the ability of the employee to work shall prevail.

4. The initial leave shall be for a period extending through not more than four weeks after termination of pregnancy, but may be extended for an additional eight (8) weeks upon a certification of inability to work signed by the employee's doctor.

5. In the case of adoption of a child, leave shall commence with the day of the adoption. Employees may have up to four weeks leave for birth/adoption to be used by mother or father. Leave will be deducted from accumulated sick leave. Leave may be extended through not more than four (4) weeks after the adoption date but may be extended for up to an additional eight (8) weeks of unpaid leave.

6. Employee shall charge this leave to Sick Leave to the extent of such accumulated sick leave. Extended leave beyond accumulated sick leave shall be without pay.

## ARTICLE VIII

## STAFF REDUCTION POLICY

A. DEFINITION:

When one or more teachers are to be terminated because of change in the size or nature of student population, unavoidable budgetary limitations, or other factors seriously affecting the over-all operation of the school system, those teachers in the professional categories affected and with least continuous seniority in the Edgewood-Colesburg School District shall be terminated by the following order of procedures:

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

2. Those teachers who are 70 years of age or older.

3. The seniority principle shall apply system-wide, unless needed to maintain an existing program. The seniority principle shall be defined as the total number of years of teaching experience in the Edgewood-Colesburg school at the level or curriculum area where the reduction is needed. When involuntary transfers occur, the administration will use the seniority principle in new assignments. The seniority principle shall apply as follows:

    a. In grades K-6, remedial position included, the basic seniority principle (total years of teaching experience within that range of grades) shall apply.

    b. In grades 7-12, the basic seniority principle shall apply within a curriculum area. The curriculum areas are defined as Science, Language Arts, Social Studies, Mathematics, Business, Music, Art, Guidance, Driver's Education and Media. If a curriculum area is eliminated, the teachers within that area should then have an opportunity to enter another curriculum area from which they are certified with selection again being based upon total years of teaching experience within that area.

    c. For persons in the areas of Music, Art, Physical Education, Special Education, Gifted and Talented, and Industrial Arts, who are certified for grades K-12, the basic seniority principle shall apply for the entire range of grades when transfer is attempted within these areas.

d. For persons certified for grades K-12, excluding the areas mentioned in point "c", the transfer from a secondary to elementary level, or vice versa, will be based upon the actual years of teaching experience within the area of attempted transfer, with the basic seniority principle again applying.

Extra duty assignments shall not be given preference above seniority rights.

B. RECALL RIGHTS:

Any teacher terminated pursuant to this section shall have recall rights to the professional category that the teacher immediately prior to said termination for two (2) years from effective date of that termination.

C. NOTIFICATION:

The administration shall provide written notice to the Association and to any teacher affected by reduction as early as possible, but not later than April 1, preceding such school year, with a detailed statement of the reasons why that teacher was selected.

D. BENEFITS:

Upon exercising recall rights, any teacher shall be given back that teacher's prior experience rating in the District. That teacher shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall, and any teaching experience gained during that teacher's absence.

E. RESIGNATIONS AND TERMINATIONS:

Any teacher who resigns upon request for reason of staff reduction, or who is terminated under Section 279.13 for those reasons, shall be accorded their recall right provided by this policy unless specifically waived in writing.

F. INVOLUNTARY TRANSFERS:

If any of the reductions noted above were attributable to an involuntary transfer, said employee shall have recall rights into both the categories that the teacher was positioned in immediately prior to said termination, or to the category said employee was in prior to the time of such involuntary transfer.

## ARTICLE IX

## EMPLOYMENT AND ASSIGNMENT

A. ASSIGNMENT OF EMPLOYEE

The teaching staff employees shall have the right to know by May 1 as to what said employee's tentative subject assignments, and/or tentative room assignments might be. In no event, however, shall the administration be precluded from making necessary changes in those tentative assignments. Such changes shall be at the complete discretion of the administration. Such tentative schedule shall be posted by the principal on or before May 1.

## ARTICLE X

## CHAPTER 294 A

Association members are members of standing committees and shall be notified and have input on in-service content, workdays, calendar, early retirement, and insurance carrier items in conjunction with the Edgewood-Colesburg Community School Board.

## ARTICLE XI

## CAREER TEACHER EVALUATION PROCEDURE

The district shall provide all employees with an in-service on the Iowa Teaching Standards, criterion, and any district-adopted descriptors prior to the district's implementation of the Individual Career Development Plans (ICDP) and/or Performance Reviews. The district will provide help to any employee who does not fully understand any part of the Individual Career Development Plan. This in-service will be conducted within the first month of the school year.

The Individual Career Development Plan is designed for all career teachers in the district. The ICDP and the District Career Development Plan will be very closely aligned and be based upon the individual needs of the teacher, the Iowa Teaching Standards, and the student achievement goals of the attendance center and the school district (CSIP). Plans that do not meet this requirement will be considered only in special circumstances.

Each career teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan. The evaluator will meet with the teacher to review, modify and approve the plan.

Modification of the plan can be made at any time by the administrator or by mutual agreement. The evaluator and teacher will also meet for an annual conference to review progress on a multi-year plan. For those individuals with one-year plans, a conference will also take place mid-year.

Each career teacher shall have a performance review at a minimum of once every three years. The evaluator will contact the teacher to establish an agreed upon time to discuss the performance review procedures. The evaluator and teacher will agree upon pre-conference, observation and post conference times. At least one observation will be of no less than 30 minutes. The evaluator's comments will be reviewed at the post-conference meeting at a time mutually agreed upon. Every attempt will be made to have this conference within five school days of the classroom observation. These comments will be signed and dated by both parties. The teacher's signature does not necessarily mean agreement with the comments. A copy of the comments will be given to the teacher.

For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan.

If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not met must be identified, and the information and/or evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement and the teacher shall have the right to provide a written response to this review. The teacher may then enter an assistance plan, which has been adopted by the board. In lieu of entering the assistance plan, the teacher will be given suggestions on how to make improvements in their performance.

Evaluations will be conducted in accordance with the provisions of the Iowa Code.

## ARTICLE XII

## SAFETY PROVISIONS

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and courts.

## ARTICLE XIII

## FINALITY AND EFFECT OF AGREEMENT

A. THIS AGREEMENT SUPERSEDES AND CANCELS ALL PREVIOUS AGREEMENTS AND PRACTICES BETWEEN THE SCHOOL DISTRICT AND THE ASSOCIATION OR ANY EMPLOYEE, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes bargaining for its term.

B. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings, and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the School District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under the law to negotiate over any matter during the term of this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. However, by mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of the Agreement when signed by both parties and attached to this contract.

## ARTICLE XIV

## 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 Association dues. The form of the assignment shall be set forth in Schedule B and shall be approved by the Board of Education. Such deduction form must be in the hands of the Administration at least ten (10) days prior to payroll day.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct Association dues from the regular salary check of the employee in eighteen (18) equal installments, beginning in the first regular payroll period. Dues shall not include back dues, initiation fees, special assessment fines, PAC payments, etc.

C. DURATION

A new authorization form shall be due each and every contract year in accord with the above.

D. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

E. HOLD- HARMLESS

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

## SCHEDULE B

DATE_____

Name of Employee_____

I hereby authorize the Secretary of the Edgewood-Colesburg Community School District to deduct Association dues as stated in Article XII of the Master Contract.

Signature of Employee_____

## ARTICLE XV

## DURATION CLAUSE

DURATION PERIOD

This agreement shall be effective as of the first day of the teacher contract year beginning July 1, 2006 and shall continue in effect until the inception of the 2006-2007 contract year. The decision (by the Edgewood-Colesburg School Board) setting the beginning and the end of each school year shall be incorporated by Reference into this contract. This agreement together with all the terms, conditions and effects shall expire on the date concluding this contract.

The Board agrees to reproduce one copy of this contract for each employee in the bargaining unit, plus ten (10) copies for the Association. Typing of copy to be done by Association. Board to supply paper and typewriter.

Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and their signatures place thereon, all on the 11th day of March, 2005.

Edgewood-Colesburg Teacher's Association _____
President

Edgewood-Colesburg Community School District _____
School Board President

CONTRACT AMENDMENTS FOR CHANGE TO SCHEDULE B (ECA's)

1. All employees under contract (1997-98) Schedule B contract would retain at least the same percentage as 1997-98 Schedule B contract (Grandfather Clause)

2. Any employee who does not receive a percentage increase by changing groups from previous contract, but is eligible for a step increase, would receive one (1) step for the 1998-99 contract. (Ex. Any current group IX employee with at least 8 years experience would move to Group A, Step 9).

3. Any employee advancing within the SAME sport or activity retains percentage from previous contract plus one(1) step. (Ex. Employee who is an Assistant Coach at Group B, Step becomes Head Coach of same sprot. Employee moves to Group A, Step 3).

4. Any employee who moves down within the SAME sport or activity retains experience within new group plus one step. (Ex. Employee who is Assistant Coach at Group B, Step 4 becomes Jr. High Coach of same sport. Employee moves to Group C, Step 5).

# EDGEWOOD-COLESBURG COMMUNITY SCHOOL DISTRICT
## SALARY SCHEDULE 2006-2007

| STEP | BA | BA+8 | BA+16 | BA+24 | BA+32 | MA | MA+8 | MA+16 |
|---|---|---|---|---|---|---|---|---|
| 0 | 22,881<br>1 | 23,567<br>1.03 | 24,254<br>1.06 | 24,941<br>1.09 | 25,627<br>1.12 | 26,314<br>1.15 | 27,000<br>1.18 | 27,687<br>1.21 |
| 1 | 23,797<br>1.04 | 24,483<br>1.07 | 25,170<br>1.1 | 25,856<br>1.13 | 26,542<br>1.16 | 27,229<br>1.19 | 27,915<br>1.22 | 28,602<br>1.25 |
| 2 | 24,712<br>1.08 | 25,398<br>1.11 | 26,085<br>1.14 | 26,771<br>1.17 | 27,458<br>1.2 | 28,144<br>1.23 | 28,831<br>1.26 | 29,517<br>1.29 |
| 3 | 25,627<br>1.12 | 26,314<br>1.15 | 27,000<br>1.18 | 27,687<br>1.21 | 28,373<br>1.24 | 29,059<br>1.27 | 29,746<br>1.3 | 30,432<br>1.33 |
| 4 | 26,542<br>1.16 | 27,229<br>1.19 | 27,915<br>1.22 | 28,602<br>1.25 | 29,288<br>1.28 | 29,975<br>1.31 | 30,661<br>1.34 | 31,347<br>1.37 |
| 5 | 27,458<br>1.2 | 28,144<br>1.23 | 28,831<br>1.26 | 29,517<br>1.29 | 30,203<br>1.32 | 30,890<br>1.35 | 31,576<br>1.38 | 32,263<br>1.41 |
| 6 | 28,373<br>1.24 | 29,059<br>1.27 | 29,746<br>1.3 | 30,432<br>1.33 | 31,119<br>1.36 | 31,805<br>1.39 | 32,492<br>1.42 | 33,178<br>1.45 |
| 7 | 29,288<br>1.28 | 29,975<br>1.31 | 30,661<br>1.34 | 31,347<br>1.37 | 32,034<br>1.4 | 32,720<br>1.43 | 33,407<br>1.46 | 34,093<br>1.49 |
| 8 | 30,203<br>1.32 | 30,890<br>1.35 | 31,576<br>1.38 | 32,263<br>1.41 | 32,949<br>1.44 | 33,636<br>1.47 | 34,322<br>1.5 | 35,008<br>1.53 |
| 9 | 31,119<br>1.36 | 31,805<br>1.39 | 32,492<br>1.42 | 33,178<br>1.45 | 33,864<br>1.48 | 34,551<br>1.51 | 35,237<br>1.54 | 35,924<br>1.57 |
| 10 | 32,034<br>1.4 | 32,720<br>1.43 | 33,407<br>1.46 | 34,093<br>1.49 | 34,780<br>1.52 | 35,466<br>1.55 | 36,152<br>1.58 | 36,839<br>1.61 |
| 11 | | 33,636<br>1.47 | 34,322<br>1.5 | 35,008<br>1.53 | 35,695<br>1.56 | 36,381<br>1.59 | 37,068<br>1.62 | 37,754<br>1.65 |
| 12 | | 34,551<br>1.51 | 35,237<br>1.54 | 35,924<br>1.57 | 36,610<br>1.6 | 37,297<br>1.63 | 37,983<br>1.66 | 38,669<br>1.69 |
| 13 | | 35,466<br>1.55 | 36,152<br>1.58 | 36,839<br>1.61 | 37,525<br>1.64 | 38,212<br>1.67 | 38,898<br>1.7 | 39,585<br>1.73 |
| 14 | | 36,381<br>1.59 | 37,068<br>1.62 | 37,754<br>1.65 | 38,441<br>1.68 | 39,127<br>1.71 | 39,813<br>1.74 | 40,500<br>1.77 |
| 15 | | 37,297<br>1.63 | 37,983<br>1.66 | 38,669<br>1.69 | 39,356<br>1.72 | 40,042<br>1.75 | 40,729<br>1.78 | 41,415<br>1.81 |
| 16 | | 38,212<br>1.67 | 38,898<br>1.7 | 39,585<br>1.73 | 40,271<br>1.76 | 40,957<br>1.79 | 41,644<br>1.82 | 42,330<br>1.85 |
| 17 | | | | 40,500<br>1.77 | 41,186<br>1.8 | 41,873<br>1.83 | 42,559<br>1.86 | 43,246<br>1.89 |
| 18 | | | | 41,415<br>1.81 | 42,102<br>1.84 | 42,788<br>1.87 | 43,474<br>1.9 | 44,161<br>1.93 |
| 19 | | | | | 43,017<br>1.88 | 43,703<br>1.91 | 44,390<br>1.94 | 45,076<br>1.97 |

# EDGEWOOD-COLESBURG COMMUNITY SCHOOL DISTRICT
## ECA SCHEDULE 2006-2007

### GROUP A

| STEP | | |
|---|---|---|
| 1 | .011 | $2517 |
| 2 | 0.115 | $2632 |
| 3 | 0.12 | $2746 |
| 4 | 0.125 | $2861 |
| 5 | 0.13 | $2975 |
| 6 | 0.135 | $3089 |
| 7 | 0.14 | $3204 |
| 8 | 0.145 | $3318 |
| 9 | 0.15 | $3433 |
| 10 | 0.155 | $3547 |

### GROUP B

| STEP | | |
|---|---|---|
| 1 | 0.0725 | $1659 |
| 2 | 0.0775 | $1774 |
| 3 | 0.0825 | $1888 |
| 4 | 0.0875 | $2003 |
| 5 | 0.0925 | $2117 |
| 6 | 0.0975 | $2231 |
| 7 | 0.1025 | $2346 |
| 8 | 0.1075 | $2460 |
| 9 | 0.1125 | $2575 |
| 10 | 0.1175 | $2689 |

### GROUP C

| STEP | | |
|---|---|---|
| 1 | 0.0575 | $1316 |
| 2 | 0.0625 | $1431 |
| 3 | 0.0675 | $1545 |
| 4 | 0.0725 | $1659 |
| 5 | 0.0775 | $1774 |
| 6 | 0.0825 | $1888 |
| 7 | 0.0875 | $2003 |

### GROUP D

| STEP | | |
|---|---|---|
| 1 | 0.04 | $ 916 |
| 2 | 0.0425 | $1030 |
| 3 | 0.045 | $1144 |
| 4 | 0.0475 | $1259 |
| 5 | 0.05 | $1373 |
| 6 | 0.0525 | $1488 |
| 7 | 0.055 | $1602 |

### GROUP E

| STEP | | |
|---|---|---|
| 1 | 0.02625 | $601 |
| 2 | 0.03125 | $716 |
| 3 | 0.03625 | $830 |
| 4 | 0.04125 | $944 |

### GROUP F

| STEP | | |
|---|---|---|
| 1 | 0.01625 | $372 |
| 2 | 0.02125 | $487 |
| 3 | 0.02625 | $601 |
| 4 | 0.03125 | $716 |

### GROUP G

| STEP | | |
|---|---|---|
| 1 | 0.08 | $1831 |

### GROUP H

| STEP | | |
|---|---|---|
| 1 | 0.13 | $2975 |

### GROUP I

| STEP | | |
|---|---|---|
| 1 | 0.07 | $1602 |

### GROUP J

| STEP | | |
|---|---|---|
| 1 | 0.04 | $916 |

### GROUP K

| STEP | | STEP | |
|---|---|---|---|
| 1 | $4600 | 6 | $7475 |
| 2 | $5175 | 7 | $8050 |
| 3 | $5750 | 8 | $8625 |
| 4 | $6325 | 9 | $9200 |
| 5 | $6900 | 10 | $9775 |

# 2006-2007 ECA Group Schedule

## Group A

Head Football
Head Volleyball
Head Wrestling
Head Boy's Basketball
Head Girl's Basketball
Head Baseball
Head Softball
Instrumental Music 7-12 *(add 2% for musical)*
Athletic Director

## Group B

Head Boy's Track
Head Girl's Track
Asst. Football
Asst. Volleyball
Asst. Wrestling
Asst. Boy's Basketball
Asst. Girl's Basketball
Asst. Baseball
Asst. Softball
Summer Band

## Group C

Head Boy's Golf
Head Girl's Golf
JH Football
JH Volleyball
JH Wrestling
JH Boy's Basketball
JH Girl's Basketball
JH Boy's Track
JH Girl's Track
JH Baseball
JH Softball
Fall Drama Director
Spring Drama Director
Yearbook Advisor
Newspaper Advisor

## Group D

HS Large Group Speech
HS Small Group Speech
HS/Jr.High Cheerleading

## Group E

HS Student Council
JH Student Council
JH Speech
JH Vocal Music
Junior Class Sponsor (Prom Advisor)
FBLA
Asst. Larg Group Speech
Asst. Small Group Speech

## Group F

National Honor Society
Foreign Language Club
JH Fundraising
Elementary Music

## Group G

Sr. High Vocal* *(add 2% for Musical)*
*Moves to Group D when vacant

## Group I

HS Large Group Speech*
* Moves to Group D when vacant

## Group K

FFA Advisor