GLENWOOD CSD/EA 06-07

MASTER CONTRACT

BETWEEN THE

GLENWOOD COMMUNITY SCHOOL DISTRICT

AND THE

GLENWOOD EDUCATION ASSOCIATION

FOR THE SCHOOL YEAR

2006-2007

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ARTICLE I

PREAMBLE

The Glenwood Community School District ("District") and the Glenwood Education Association ("Association") recognize that providing a quality education for the students of the District is their desire and mission.

ARTICLE II

RECOGNITION

A. Unit

The District recognizes the Association as the sole and exclusive collective bargaining representative of the following described employees of the District, as specified in Public Employment Relations Board Case No. 2960:

INCLUDED: All professional employees of the District including teachers, counselors, librarians, federal program instructors, nurses, and all others employed in a professional capacity.

EXCLUDED: Superintendent, principals, all non-professional employees, and all others excluded by Section 4 of the Act.

A. Definitions

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance
   A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving the interpretation or application of the terms of this Agreement.

2. Grievant
   A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

3. Days
   "Days" shall mean employee work days.

B. Right to Representation

1. The failure of an employee or the Association to act on any grievance within the prescribed timelines will act as a bar to any further appeal. An administrator's failure to give a decision within the timelines shall permit the grievant to proceed to the next step. The timelines may be extended by mutual agreement.

2. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.

3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

C. Individual Rights

1. A grievant may be represented beginning at Step 1 of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected by the Association.

2. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of pupil/teacher contact time.

D. Procedure

Step 1 The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) days following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and/or Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and the Association, to take place within five (5) school days of his/her receipt of the appeal. The parties shall have the right to include in the hearing such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision, to the grievant.

Step 3 Binding Arbitration

a. If the grievant is not satisfied with the disposition of this grievance at the Superintendent level, the decision may be appealed within fifteen (15) days, to binding arbitration. If any question arises as to procedural arbitrability, such question will be ruled upon by the arbitrator selected to hear the dispute.

b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon a mutually acceptable arbitrator and to obtain such commitment within the ten (10) day period, a request for a list of nine (9) arbitrators shall be made to the Federal Mediation and Conciliation Services (FMCS) by either party.

c. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

e. End of Year Grievance: In the event that a grievance is filed at such a time that it cannot be processed through all steps in the grievance procedure by the end of the school year, then the time limit set forth can be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of thirty (30) calendar days thereafter, unless mutually extended.

f. No Reprisals: The employer shall not discriminate nor take any action against an employee nor any employee wage benefit or advancement because the employee has filed, caused to be filed, or testified in a grievance proceeding.

g. Separate Grievance File: All grievances, responses to grievances, grievance awards, and references to grievances shall be kept in a separate grievance file.

h. Grievance Forms: A sample of the forms for filing grievances is attached to this master contract.

ARTICLE IV

EMPLOYEE RIGHTS

Employees who sign an individual contract for the following year and then request release from said contract prior to the last day of the current school year shall be exempt from being assessed replacement costs, and shall be released from their contracts, provided a suitable replacement is obtained.

Employees who are released from an individual contract after the last day of school shall be liable only for actual newspaper advertising expenses incurred by the Board unless the employee is resigning in response to an involuntary transfer. The cost of advertising shall not be assessed against employees who seek internal transfers.

ARTICLE V

DUES AND PAYROLL DEDUCTIONS

A. Dues Deduction

1. Authorization
   Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set in Schedule 1.

2. Regular Deduction
   Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year.

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

4. Duration
   Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

5. Termination
   Any employee who terminates employment prior to August shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangement have been made therefore.

B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and group insurances.

C. Hold Harmless

The Association agrees to indemnify the District's Board of Directors, individually and collectively, and administrators against any and all claims, suits or other forms of liability, including court costs, arising out of the application of this Article.

ARTICLE VI

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule 2, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

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

2. Credit for Experience

Credit up to ten (10) years (step 11) of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

Credit for experience beyond Step 11 may be granted at the discretion of the District.

3. Placement of School Nurses

School nurse without a BA degree will be placed in a separate lane in which all steps are 80% of the corresponding steps in the BA lane.

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 education classification is reached. However, for the 1987-88 school year there shall be no vertical step or increment advancement and each employee shall instead receive a nine hundred seventy five dollars ($975.00) increase in salary. A year of service consists of employment in the Glenwood Community School District for ninety (90) teaching days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance to a higher lane, graduate hours beyond the B.A. must be in the assigned teaching field of the staff member or lead to an approved Masters Degree approved by the Superintendent or his/her designee prior to enrollment in said career work. The employee must submit proof of such credits no later than thirty (30) calendar days after the beginning of each semester, and pay adjustments shall be retroactive to the beginning of the same semester. Three (3) semester hours of undergraduate credit may be used for advancement on the salary schedule with prior approval from the Superintendent or his/her designee. Such undergraduate credit shall be limited to movement to the B.A. 15 and B.A. 30 lanes.

D. Method of Payment

1. Each employee shall be paid in twelve (12) equal installments on the 25th day of each month. Employees shall receive their checks at their regular building on regular school days or through direct deposit.

2. Exceptions

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

   b. Employees who are new in the teaching profession may, at their option, elect to receive up to fifty percent (50%) of the first salary installment after the completion of the first ten (10) work days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

3. Summer Checks

   Summer checks shall be mailed to the address designated by the employee.

E. Extra Professional Services

Employees may be required to report before or remain after the regular workday, for the purpose of attending faculty or other administratively called meetings not to exceed eleven (11) meetings per year. Such meetings shall not extend the work day beyond nine (9) consecutive hours and shall not begin earlier than 7:00 A.M. and/or fifty (50) minutes prior to the start of the students' day; will be dismissed ten (10) minutes prior to the start of the students' day; and not run later than 5:00 P.M. No employee shall be required to attend meetings both before and after the same regular work day unless a meeting is continued from the morning to the afternoon. In which case such a continuation will be considered one meeting. Such meetings will not be called on Fridays or on the day immediately preceding holiday recesses or vacations.

F. Extended Year Contract Rate

The salary schedule is based upon a one hundred ninety (190) day work year. Any employee who is offered and accepts an assignment beyond the one hundred ninety (190) days will be additionally compensated at a per diem rate of his/her contracted salary.

G. Work Year

The number of days in the work year shall be determined by the District at the onset of negotiations. The salary schedule is based upon one hundred ninety (190) day work year. The work year for all first and second year new teachers shall be a one hundred ninety-two (192) day work year which may be used for inservice or training.

ARTICLE VII

SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities
   The Board and the Association agree that the extra-curricular activities listed in Schedule 3 are official school sponsored activities covered by school insurance.

2. Rates of Pay
   Upon initial employment, employee participation in extra-curricular activities which extend beyond the contracted work day shall be voluntary. Employees shall be compensated according to the rate of pay or other stipulations in Schedule 3 which is attached hereto and part thereof.

3. School Sponsored Events
   Employees may be required to attend/or work two (2) school sponsored events. For more than two (2) school sponsored events, employees shall be paid twenty dollars ($20.00) per event.

B. Expenses of Traveling Employees
An allowance equal to the maximum allowed by state law shall be given for use of personal cars for field trips or other business of the District. The Board shall provide adequate liability insurance protection for employees when their personal automobiles are used as provided in this section.

ARTICLE VIII

INSURANCE

A. Types

The Board agrees to provide all employees the following insurance protection equal to the new specifications for twelve (12) consecutive months.

1. Health and Major Medical

The Board agrees to pay the monthly cost of the single premium, less $1.00 per month per insured employee, for each employee health and major medical insurance, and four hundred dollars ($400) monthly toward the cost of dependent coverage.

Employees who do not elect a family policy will receive one hundred seventy-five dollars ($175) monthly in additional salary in lieu of dependent coverage. Effective July 1, 2005, new employees will not be eligible for additional monthly salary in lieu of dependent coverage. Employees who received additional monthly salary in lieu of dependent coverage prior to June 30, 2005, will continue to be eligible for it.

Upon proof of coverage, a married employee who is provided coverage under a comprehensive group medical plan shall have up to a maximum of three hundred five dollars (305) applied by the Board to a bona fide tax sheltered annuity program, and up to a maximum of one hundred seventy-five dollars (175) in additional salary in lieu of dependent coverage. Effective July 1, 2005, new employees will not be eligible for additional salary in lieu of dependent coverage.

2. Life

Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of twenty thousand dollars ($20,000.00), double for accidental death.

3. Disability

Each employee shall be covered by a long term disability insurance program paid for by the Board that provides coverage's equal to the current plan.

4. Workers' Compensation

Each employee shall be covered by worker's compensation paid for by the Board. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between his/her salary and benefits received under worker's compensation for the duration of such absence, and all fringe benefits shall continue to remain in effect.

5. Dental

Each employee shall have covered by a dental insurance plan paid for by the Board that meets the specification of the current plan. A married employee who is provided coverage under a spouse's dental plan, shall have the option of having the cost of the single premium applied by the Board to a bona-fide tax sheltered annuity program.

6. Optical

Each employee shall be covered by a vision care program paid for by the Board that meets the specifications of the current plan.

7. School Liability
All employees shall be covered by a school financed liability insurance plan covering job-related performance of duties.

8. Employees shall have the option of having their monthly medical and/or dental premiums deducted before or deducted after the withholding of payroll taxes.

The desired option will remain locked in for 12 months. May 29 will be the deadline for notifying the Board of Education secretary in writing which option the employee chooses.

B. Coverage
The Board provided insurance programs shall be for twelve (12) consecutive months beginning July 1, 2006 and ending June 30, 2007; Employees new to the District shall be covered by Board provided insurances immediately upon initial employment.

C. Description
The Board shall provide each employee a copy of a description of its insurance program.

D. Continuation
In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

ARTICLE IX

SICK LEAVE

A. Accumulation Benefits
As of the 1986-87 school year, all employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year to a maximum of one hundred ten (110) days.

B. Notification of Accumulation
Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 25th of each school year.

C. Extended Leave
An employee who is unable to work because of personal illness, or disability compensable under the Social Security or Iowa Workers' Compensation laws, and who has exhausted all sick leave available, shall, with the Superintendent's approval, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The employee shall have the opportunity to continue all fringe benefits at the expense of the employee.

D. Medical Appointments
If an employee cannot schedule medical appointments outside of work hours, then sick leave may be used for these appointments in half day segments. Whenever an employee uses sick leave for a medical appointment, he/she must submit written verification signed by his/her physician directly to the building principal.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

PAID LEAVE

As of the beginning of the 1986-87 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.

A. Personal

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Such personal leave days shall be accumulated to a total of four (4) days. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least three (3) days in advance, except in cases of emergency. The employee shall not be required to explain the reason for the use of personal leave day.

Personal leave may not be used during the first week or last two weeks of the school year, on the date immediately preceding or following holidays or vacations, or on inservice or on parent/teacher conference days. The school year for personal leave begins on the sixth student day. One personal leave day will be granted to attend the graduation/commencement of a son or daughter from high school or college.

Employees may be absent for personal leave based on the following numbers per building on the same day:

Northeast	3	West	2
Middle School	2	High School	3
Central	1	Building Bridges/Central	1

Any employee who uses no paid leave (sick, personal, etc.), or has usage as stated in the chart below, excluding professional, jury, bereavement, or Association leave will be paid as follows:

0 days = $180
1 day = $150
2 days = $100
3 days = $ 75

B. Jury and Legal

Any employee required to perform jury duty during school hours, or required by subpoena to appear and testify in any judicial proceeding, shall be granted time off with pay (minus any jury or witness fees) for such purposes.

Employees released from jury duty either temporarily or permanently or who have finished their service as a witness shall be required to report promptly to his/her supervisor and complete any remaining hours of his/her work day if required.

C. Association

Up to a total of four (4) days with pay and two (2) days with sub-dock per year will be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organization. Notice shall be given to the employee's principal at least three (3) days in advance, except in cases of emergency. No more than two (2) employees may be absent from any one building on the same day.

D. Professional

Employees shall be permitted to attend professional meetings or workshops upon prior application to and approval by the respective administrator and Director of Curriculum. The District shall reimburse the employee for any fees, mileage, meals, or motel/hotel expenses, within per diem rates.

E. Bereavement

Employees covered by this Agreement shall be granted leave of absence up to five (5) days per occurrence at full pay for the purpose of attending the funeral of a member of their family as follows: spouse, child, parent, step-parent, step child, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, and foster child, aunt, uncle, niece, nephew and to a maximum of one (1) day per year for other funerals.

F. Family Illness Leave

At the beginning of ever school year each employee will be credited with five (5) family illness leave days. Such family illness days shall be accumulated to a total of seven (7) days. Family illness leave shall be defined for a parent, child, step-child, spouse, sibling, grandchild, or a minor who is a permanent resident in the employee's home as leave which an employee shall receive without loss of compensation due to illness, medically related disability, injury, surgery, and/or any matter requiring the attention of a physician for a parent, child, step-child, spouse, sibling, grandchild or a minor who is a permanent resident in the employee's home. Family illness leave shall be granted to a maximum of five (5) days per year.

G. Parental Leave

A leave of absence shall be granted, upon approval of the Superintendent, to an employee in the event of his/her adoption or birth of a child. The employee shall notify the principal as soon as possible before the adoption or birth that such leave is requested. Paid parental leave shall not exceed ten (10) pays per employee.

H. Good Cause

Other temporary leaves of absence with or without pay shall be granted for good reason upon the approval of the Superintendent.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall maintain but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the current contract, unless stipulated by the provisions of the contract Article or subsection.

B. Military

Leaves of absence for active state or federal military service shall be governed by the provisions of federal and state law.

C. Public Office

A leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, for the purpose of serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the current contract, unless otherwise stipulated by the provisions of the contract Article or subsection.

D. Family Illness

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family, upon the approval of the Superintendent. Additional leave may be granted at the discretion of the Board.

Employees of the 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 Family and Medical Leave Act of 1993. This inclusion shall in no way reduce or adversely impact any other provisions of this document.

E. Educational Improvement

A leave of absence without pay for up to one (1) year shall be granted to any employee, upon the approval of the Superintendent, for the purpose of engaging in study at an accredited college or university. Upon return from such leave, the employee shall be placed at the same step and at the appropriate lane on the salary schedule and shall maintain; but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the current contract, unless otherwise stipulated by the provisions of the contract Article or subsection.

F. Outside Teaching

A leave of absence without pay shall be granted, upon the approval of the Superintendent, for up to two (2) years for an employee who joins VISTA, or the National Teacher Corps, or who serves in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain; but not further accumulate, any unused sick leave. Further, the employee shall be eligible for insurance and leave benefits in effect during the current contract, unless otherwise stipulated by the provisions or the contract or subsection.

ARTICLE XII

HOLIDAYS

All members of the bargaining unit shall be entitled to the following six (6) paid holidays:

1. Labor Day
2. Thanksgiving Day
3. December 25
4. New Year's Day
5. President's Day
6. Memorial Day

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

ARTICLE XIII

VACATIONS

All members of the bargaining unit shall receive the following unpaid vacation periods:

A. Thanksgiving vacation: (the Friday following Thanksgiving Day):

B. Winter vacation: December 23 through January 1;

C. Spring vacation: the Friday preceding Easter and the Monday following Easter.

ARTICLE XIV

EMPLOYEE HOURS

A. Workday

The employee workday shall be seven and three-quarters (7 3/4) consecutive hours in length, except on Fridays and days preceding holidays and vacation periods when the workday shall end at the close of the students' day. On the Friday of Homecoming Week, the employees' workday will consist of five and one-half (5 ½) hours. Employees' responsibilities will be designated by the building administrator. Employees shall be notified of their workday time for the coming school year, by August 1. During periods of inclement weather, as designated by the Superintendent, the employees' day shall correspond to the student day.

B. Duty-Free Lunch

There shall be a paid duty-free lunch period of at least twenty-five (25) consecutive minutes during the work day. Employees may leave the building during their duty-free lunch provided that they sign "in" and "out" before leaving for and after returning from lunch.

C. Work Week

The work week will include the days of Monday through Friday but exclude the days of Saturday and Sunday (except for extra curricular activities).

D. Workday-Extensions

Employees may be required without additional compensation to attend no more than four (4) evening meetings per contract year for the purpose of conducting parent-teacher conferences. Such conferences shall commence no sooner than ninety (90) minutes following student dismissal. School will dismiss one (1) hour early on the days of conferences. School will also dismiss one (1) hour early on the students' last day. Consistent with state statutes and regulations, the Fridays following parent-teacher conferences will be counted as student instructional days but no employees will be required to report to work on those days.

E. Preparation Time

Employees at the elementary level shall be provided at least one (1) period of thirty (30) consecutive minutes per day for preparation time. Employees at the secondary level shall be provided at least one (1) forty (40) minute preparation period per day.

Such preparation time will be with full pay and in no event will said preparation time start or end within twenty (20) minutes of the employee's starting or quitting time. Such time shall be in addition to the employee's duty free lunch time.

F. Variance-Arrival and Dismissal

Employees covered by this master contract may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this Article shall not be grievable.

ARTICLE XV

STAFF REDUCTION PROCEDURES

A. Procedures

1. In the event that the Board determines that it is necessary to have a reduction in staff, it shall first attempt to accomplish reduction through attrition.

2. Reductions will be made within the following categories:
   a. Early Childhood Special Education
   b. Preschool
   c. K-6
   d. 7-12 (within curricular areas)

3. Reductions within categories shall be on the basis of instructional certification, education, seniority, and performance evaluations. If all qualification criteria are equal, the person with the least seniority will be the first reduced.

B. Application of Seniority

1. Seniority Determination
   Seniority shall be District wide and shall be computed from the employee's last date of hire in the District. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority accumulation. If two (2) or more employees have the same seniority date, the relative order of seniority among them shall be determined by drawing lots.

2. Application of the Seniority Principle
   Reductions within categories shall be on the basis of seniority except in those situations where the qualifications of the individuals being considered for staff reduction are not relatively equal, in which case a junior employee may be given preference.

   Qualifications shall include Department of Public Instruction certifications, education, teaching experience, and performance evaluations.

3. Seniority List
   Before October 1st of each school year, the Board shall provide the Association with a seniority list for all employees in the bargaining unit.

C. Recall

1. If there is a vacancy in a bargaining unit position, laid off employees will be recalled based upon the employee's qualifications. If all qualifications are equal the person with the most seniority will be the first recalled.

2. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within ten (10) days after receipt of the above notice of recall by registered mail, the employee will be deemed to have refused the position offered.

3. An employee who is laid off will remain on the recall list for fifteen (15) months from his/her last contract day, unless waived in writing by the employee.

D. Benefits

All benefits to which an employee was entitled at the time of layoff will be restored to the employee upon the employee's return to active employment, and the employee shall be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

ARTICLE XVI

HEALTH PROVISIONS

A. Physical Fitness
The employer shall pay up to twenty dollars ($20.00) toward the cost of the state required physical examination. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

The Board shall pay the cost of a tuberculosis examination and any further physical examination required as a result of said examination.

B. Medication and Medical Functions
No employee shall be required by the employer to dispense or administer medication or perform any other medical function except for school nurses as provided for in Iowa law.

ARTICLE XVII

SAFETY PROVISIONS

A. Protection of Employees, Students and Property
Unsafe and Hazardous Conditions - The District will comply with all Occupational Health and Safety laws and regulations.

B. Protection of Employees and Pupils
The Board recognizes the right of employees, within the law, to defend themselves or students when the safety of either or both is threatened.

ARTICLE XVIII

EMPLOYEE EVALUATION PROCEDURE

A. Notification

The District will, within twenty (20) days after the start of the school year, identify to each employee, the supervisory individual who will be responsible for preparing that employee's written evaluation on each evaluation instrument. The supervisor shall notify the employee of the evaluation procedures and discuss with the bargaining unit member the criteria that will be used in the evaluation as set forth in the evaluation instrument. No formal evaluation shall take place until such orientation has been completed.

B. Probationary Employees

All probationary employees will use the Probationary Teacher Program outlined in the Teacher Assessment Process booklet. The probationary period will be determined by State statute (Sec. 26 Section 279.19, unnumbered paragraph 1, Code 1997).

C. Nonprobationary Employees

Nonprobationary employees will utilize one of four paths outlined in the Teacher Assessment Process booklet.

D. Formal Evaluation Procedures

Formal evaluation procedures will be used as outlined in the Teacher Assessment Process which is developed by teachers and administrators.

E. Copy

A copy of each written Summative Assessment Report Form or Professional Growth Path Summary shall be given to the employee within five (5) school days following the observation or assessment meeting with supervisor. A copy signed does not necessarily mean agreement with the evaluation, but rather awareness of the content.

F. Responses

If the employee disagrees with his/her formal written evaluation, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. This written statement of disagreement shall be submitted within five (5) school days of receipt of the written evaluation. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

G. Remediation

The conference between the employee and the evaluator shall be held within five (5) days of the evaluation. The evaluator shall identify all of the alleged deficiencies of the employee, and shall provide the employee with a plan of remediation and the date for re-evaluation. Final responsibility for remediation lies with the employee.

H. Accuracy

All employee evaluations shall be fair and accurate. The fairness and accuracy of the evaluation shall be non-grievable, however, if there is a termination proceeding then the fairness and accuracy of the evaluation(s) may be argued before the Board of Directors and on Appeal if one is pursued under Chapter 279.

I. Evaluation File

Each employee shall have only one official evaluation file to be maintained in the building principal's office. This file will contain all documents and information that deals with said employee's evaluation. Only information from this file can be used in the evaluation of the employee.

Each employee shall have the right to review and copy, at District expense, all evaluation documents contained in the employee's evaluation file.

J. Criticism

Complaints and criticism directed toward an employee which are placed in the employee's evaluation file shall be called to the employee's attention at least five (5) school days prior to the time said complaints are placed in the file. The employee shall have the right to respond in writing and to have such written response placed in his/her evaluation file. Such responses must be filed within five (5) school days of the date the complaint was called to the employee's attention.

It is mutually agreed that, excluding unique and extreme circumstances, serious conflicts that involve teachers and administrators be addressed and resolved in a private setting.

ARTICLE XIX

VOLUNTARY TRANSFERS

A. Definition

1. The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer.

2. A vacancy occurs when a position becomes available through written resignation, death, creation of a new position, termination or transfer, and the Board makes the determination to fill the position.

B. Notification of Vacancies

1. Date

The Superintendent shall provide to the Association and post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

If said vacancies occur during the summer break, the Superintendent shall inform the Association President, Vice-President, Secretary, Treasurer, and two additional representatives identified by the Association from each building. Employees will have seven (7) days from the date of the mailing to respond in order to be considered for the vacancy.

2. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference.

C. Procedure

Employees desiring a transfer to a different building, subject area, or grade level for the following school year may submit written requests to the Superintendent in January of the preceding year. Any qualified employee who requests a transfer will be given an opportunity to interview for the position along with other candidates. The disposition of such requests will be governed by the employee's seniority, certification and qualifications. The District is not required to interview any more than five (5) employee candidates.

Employees who do not receive a requested transfer shall be notified in writing and are entitled to a meeting with the administrator in charge of the selection to discuss their application.

D. In the event that a position becomes vacant, this Article will be applied to fill the vacancy before application of Article XX of this Agreement.

ARTICLE XX

INVOLUNTARY TRANSFERS

A. Involuntary transfers of employees may be made by the District in order to provide for the efficient operation of the school system and to meet program and/or instructional requirements.

B. Definition

1. The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer.

2. A vacancy occurs when a position becomes available through written resignation, death, creation of a new position, termination, or transfer and the Board makes the determination to fill the position.

C. Notice

Notice of involuntary transfer or reassignment shall be given in writing to the affected employee as soon as practical and in no case later than July 15 except in the case of an emergency where an employee quits, dies or becomes unavailable to fill the previously assigned position.

D. Meeting

Employees who are involuntarily transferred will be notified of the reason(s) therefore, and at the employees request shall be entitled to a meeting with his/her immediate supervisor to discuss such reasons.

This meeting must be requested in writing by the employee within 5 days of the employee receiving notification of the transfer.

ARTICLE XXI

INSERVICE TRAINING

A. Human Relations Credit

Credit for completion of the Human Relations course, when taken for academic credit from an accredited four-year college or university, shall apply for appropriate advancement on the salary schedule upon notice to the Superintendent.

B. In-Service Training

A committee chosen by teachers shall work in conjunction with administrators in choosing inservice programs to fit the needs of the employees.

ARTICLE XXII

COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement
Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract when tendered to the employee shall be signed by the president of the Board and shall incorporate by written reference the terms and provisions of this Agreement.

B. Separability
If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such item and only such item or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board, and the Association shall enter into immediate negotiations to replace said item. All other items or applications shall continue in full force and effect.

C. Printing Agreement
Copies of this Agreement shall be provided at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board and the Board shall provide the Association with fifteen (15) additional copies.

D. Notices
Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 103 Central, Suite 300

2. If by Board, to Association at the home address of the President of the Association.

E. Duration Period
This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007. This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted.

F. Signature Clause

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 7th day of July 2006.

GLENWOOD EDUCATION ASSOCIATION

Melanie S. Havard
By: Its President

Margo L. Young
By: Its Chief Negotiator

GLENWOOD BOARD OF EDUCATION

Linda Young
By: Its President

Joseph M. Scalzo
By: Its Chief Negotiator

SCHEDULE 1

DUES DEDUCTION

DUES DEDUCTION AUTHORIZATION FORM

_____

FIRST NAME INITIAL LAST NAME SOCIAL SECURITY NUMBER

I hereby request and authorize the Board of Education of the Glenwood Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Glenwood Education Association whose name and address shall be provided to the Board of Education by said Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Glenwood Education Association.

Date _____ Signature _____

****

TO BE COMPLETED BY THE ASSOCIATION:

Amount of dues to be deducted from each check $_____

SCHEDULE 2

SALARY SCHEDULE

2006-2007

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Nurses w/o BA
1								
2	25125	26045	26965	27940	28915	29890	30865	20100
3	26045	26965	27885	28915	29890	30865	31840	20836
4	26965	27885	28805	29890	30865	31840	32815	21572
5	27885	28805	29725	30865	31840	32815	33790	22308
6	28805	29725	30645	31840	32815	33790	34765	23044
7	29725	30645	31565	32815	33790	34765	35740	23780
8	30645	31565	32485	33790	34765	35740	36715	24516
9	31565	32485	33405	34765	35740	36715	37690	25252
10	32485	33405	34325	35740	36715	37690	38665	25988
11	33405	34325	35245	36715	37690	38665	39640	26724
12	34325	35245	36165	37690	38665	39640	40615	27460
13	35245	36165	37085	38665	39640	40615	41590	28196
14	36165	37085	38005	39640	40615	41590	42565	28932
15	37085	38005	38925	40615	41590	42565	43540	29668
16	38005	38925	39845	41590	42565	43540	44515	30404
17	38925	39845	40765	42565	43540	44515	45490	31140
18	39845	40765	41685	43540	44515	45490	46465	31876
19	40765	41685	42605	44515	45490	46465	47440	32612
20	41685	42605	43525	45490	46465	47440	48415	33348

A career increment shall be granted teachers who have received a BA+15 or above or an MA or above.

The increment for BA+15 or above will be 4% of the current BA base and the MA increment will be 6% of the current BA base.

The second year after reaching the 20th step of the salary schedule, the employee shall receive this increment and shall continue to receive in subsequent years. The employee shall receive an additional increment every second year thereafter.

No employee who would qualify for more than one additional increment under this provision shall receive more than one increment per year. Additional increments to which the employee might be entitled shall be paid in subsequent years.

SCHEDULE 3

SUPPLEMENTAL SCHEDULE

SUPPLEMENTAL PAY SCHEDULE

GLENWOOD COMMUNITY HIGH SCHOOL
2006-2007

POSITION	AMOUNT	UNIT AMOUNT
Head High School Coaching Positions		
Baseball - Head	$3,800.00	19
Basketball - Head Boys	$3,800.00	19
Basketball - Head Girls	$3,800.00	19
Cross Country - Head Boys	$2,800.00	14
Cross Country - Head Girls	$2,800.00	14
Football - Head	$3,800.00	19
Golf - Head Boys	$2,800.00	14
Golf - Head Girls	$2,800.00	14
Soccer - Head Boys	$3,800.00	19
Soccer - Head Girls	$3,800.00	19
Softball - Head	$3,800.00	19
Tennis - Head Boys	$2,800.00	14
Tennis - Head Girls	$2,800.00	14
Track - Head Boys	$3,800.00	19
Track - Head Girls	$3,800.00	19
Volleyball - Head	$3,800.00	19
Wrestling - Head	$3,800.00	19
Assistant High School Coaching Positions		
Baseball - Asst	$2,800.00	14
	$2,800.00	14
	$2,800.00	14

Basketball - Asst Boys	$2,800.00	14
	$2,800.00	14
Basketball - Asst Girls	$2,800.00	14
	$2,800.00	14
Football - Asst	$2,800.00	14
	$2,800.00	14
	$2,800.00	14
	$2,800.00	14
	$2,800.00	14
	$2,800.00	14
Soccer - Assist Boys	$2,800.00	14
Soccer - Assist Girls	$2,800.00	14
Softball - Asst	$2,800.00	14
	$2,800.00	14
Track - Asst Boys	$2,800.00	14
	$2,800.00	14
Track - Asst Girls	$2,800.00	14
	$2,800.00	14
Volleyball - Asst	$2,800.00	14
	$2,800.00	14
Wrestling - Asst	$2,800.00	14
	$2,800.00	14

Sponsor Positions

Aries Newspaper - Now being done during class time	$0.00	
Art Club Sponsor	$1,600.00	8
Assist Play/Musical Director	$800.00	4
Assist Play/Musical Tech/Set Director	$800.00	4
Cheerleading	$2,600.00	13
Cheerleading - Assistant	$1,600.00	8
FCCLA Sponsor	$2,600.00	13
FFA Sponsor	$2,000.00	10

Flag Corps	$2,000.00	10
Jazz Band	$2,800.00	14
Jazz Choir	$1,000.00	5
Junior Class Sponsor	$1,600.00	8
Marching Band	$2,800.00	14
Marching Band - Asst	$2,000.00	10
Pep Band	$2,000.00	10
School Play or Musical Director (Issue every year)	$1,600.00	8
Show Choir	$2,000.00	10
Speech - Large Group	$2,600.00	13
Speech - Individual Events	$2,600.00	13
Speech - 9th Grade Large Group	$2,600.00	13
Speech - 9th Individual Events	$2,600.00	13
Student Council	$1,600.00	8
Talent Show (Will be paid if enough interest to have a show)	$600.00	3
Talent Show - Asst	$400.00	2
Vocal - Head	$2,000.00	10
Yearbook	$2,600.00	13

GLENWOOD COMMUNITY MIDDLE SCHOOL
2006-2007

Head Middle School Coaching Positions

Basketball - Head Middle School Boys	$2,200.00	11
Basketball - Head Middle School Boys	$2,200.00	11
Basketball - Head Middle School Girls	$2,200.00	11
Basketball - Head Middle School Girls	$2,200.00	11
Football - Head Middle School	$2,200.00	11
Football - Head Middle School	$2,200.00	11

Track - Head Middle School Boys	$2,200.00	11
Track - Head Middle School Boys	$2,200.00	11
Track - Head Middle School Girls	$2,200.00	11
Track - Head Middle School Girls	$2,200.00	11
Volleyball - Head Middle School Girls	$2,200.00	11
Volleyball - Head Middle School Girls	$2,200.00	11
Wrestling - Head Middle School	$2,200.00	11
Assistant Middle School Coaching Positions		
Basketball - Asst Middle School Boys	$1,600.00	8
Basketball - Asst Middle School Boys	$1,600.00	8
Basketball - Asst Middle School Girls	$1,600.00	8
Basketball - Asst Middle School Girls	$1,600.00	8
Football - Asst Middle School	$1,600.00	8
Football - Asst Middle School	$1,600.00	8
Football - Asst Middle School	$1,600.00	8
Football - Asst Middle School	$1,600.00	8
Volleyball - Asst Middle School	$1,600.00	8
Volleyball - Asst Middle School	$1,600.00	8
Wrestling - Asst Middle School	$1,600.00	8
Sponsor Positions		
Annual	$1,600.00	8
Instrumental Music Activities	$1,600.00	8
Newspaper	$800.00	4
Speech-Drama	$2,200.00	11
Student Council	$800.00	4
Talent Show/Musical	$1,000.00	5
	$1,000.00	5
Talent Show/Musical - Asst	$800.00	4
7th & 8th Grade Vocal/Music Programs	$1,000.00	5
Elementary Positions		
Elementary Basketball - Boys	$800.00	4

Elementary Basketball - Girls	$800.00	4
Elementary Instrumental Programs	$1,000.00	5
	$1,000.00	5
Math Bee Sponsor	$600.00	3
Lower Elementary Vocal/Music Programs	$1,000.00	5
Upper Elementary Vocal/Music Programs	$1,600.00	8
West Safety Patrol	$400.00	2

SCHEDULE 4

GRIEVANCE PROCEDURE REPORT FORM
GRIEVANCE REPORT

#
_____

_____
Date Filed

Glenwood Community School District

_____ Building

_____
Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appro. Supervisor
4. Superintendent

LEVEL I

A. Date Violation Occurred _____

B. Section(s) of Master Contract Violated* _____

C. State of Grievance* _____

D. Relief Sought* _____

_____

_____

_____ _____
Signature Date

E. Disposition of Principal or Immediate Supervisor _____

_____

_____

_____ _____
Signature of Principal Date
or Immediate Supervisor

LEVEL II

A. _____ _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee* _____

_____

_____

_____ _____
Signature of Superintendent or His/Her Designee Date

LEVEL III

A. _____ _____
Signature of Aggrieved Person Signature of Association Pres.

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

C. Disposition and Award of Arbitrator* _____

_____

_____

_____ _____
Signature of Arbitrator Date

*If additional space is needed, attach additional sheet.

NOTE: All provisions of Article 5 of the Agreement, dated _____, 20_____, shall be strictly observed in the settlement of grievances.

MEMORANDUM OF AGREEMENT

The following paragraph is agreed to by the Glenwood Community School District and the Glenwood Education Association for the duration of the 2006-2007 Master Contract, and hereby incorporated by signatures of both parties' representatives as an addendum to the negotiated agreement:

In areas where the District has determined difficulty in hiring new employees the district shall have the discretion to structure a signing bonus up to a maximum of five thousand dollars ($5,000) in addition to the employee's placement on the salary schedule. If an employee of the District receives endorsement for one of the District designated "difficult to fill" positions and is placed in a vacancy, the employee will be eligible for the hiring bonus.

Joseph M. Scalzo
For the District

Date 6/28/06

Margo L. Young
For the Association

Date 7-6-06