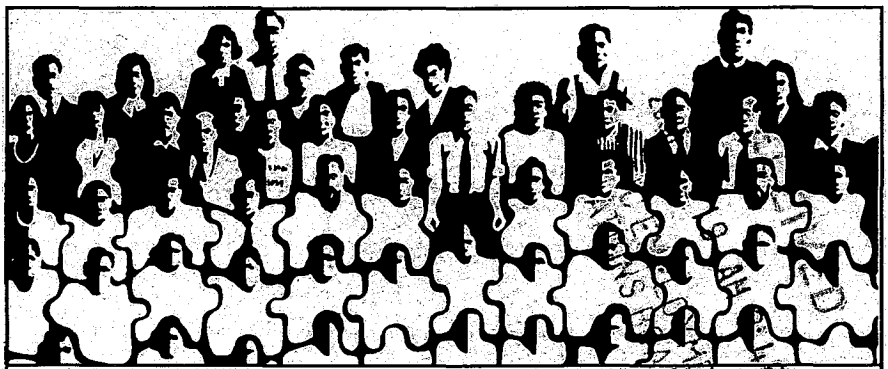
HUDSON CSD/EA 06-07



2006-07
MASTER CONTRACT AGREEMENT
BETWEEN
HUDSON COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS
AND THE
HUDSON EDUCATION ASSOCIATION

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PREAMBLE

The School Board of the Hudson Community School District in the County of Black Hawk, State of Iowa, hereinafter referred to as the "Board" and the Hudson Education Association, hereinafter referred to as the "Association" agree as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Hudson Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument No. 319 issued by the PERB in the year 1975, which includes the following:

a. All classroom teachers including teachers of basic curriculum courses, fine arts courses, remedial courses, special education courses and vocational courses.

b. All guidance counselors.

c. All librarians and media coordinators.

d. School nurse.

e. Technology Coordinator

ARTICLE II - EMPLOYEE HOURS

1. WORK DAY

a. Length of Day

The work day shall consist of eight (8) hours and shall include a duty-free lunch period. In addition, the administration may require the presence of employees before or after the work day, but any such required attendance shall be with pay as set forth in the Extra-Duty Schedule (Schedule B) in the Agreement. Classes scheduled before or after the normal work day shall be assigned on a voluntary basis, and employees shall be informed prior to accepting the assignment if the class will be compensated for on a per diem basis or by adjustment of the normal work day to include the newly scheduled class.

b. Arrival and Dismissal Time

ok Employees will report for duty at 7:45 a.m. and remain on duty until 3:45 p.m., except as otherwise provided in this Article. On Fridays or on days preceding holidays or vacations, the employees' day shall end at the close of the students' day. This shall include in-service and record days on Fridays which will end at the same time as the close of a regular student day. (This does not apply to parent-teacher conferences.)

c. Duties

Regular employees will not be assigned substitute duties unless they have been relieved of other duties for a corresponding length of time. Exceptions to this rule may be made when an employee must leave unexpectedly for sickness or personal emergency during the school day.

2. Lunch Periods

a. Employees shall have a daily, duty-free lunch period of twenty (20) minutes.

b. Employees may leave the building during their scheduled duty-free lunch period after first notifying an administrative office.

ARTICLE III - EMPLOYEE WORK YEAR

1. Work Year

The in-school work year for employees on a regular contract shall not exceed one hundred eighty-five (185) days for returning faculty and one hundred eighty-six (186) days for new faculty which shall include 178 days when pupils are in attendance, 3 in-service days (4 for new teachers), 2 record days (one at the end of each semester), and 2 parent-teacher conference days.

2. Vacations and Holidays

Employees' vacations and holidays during the school year shall be the same as those scheduled for the students according to the school calendar as adopted by the Board.

2006-2007

Labor Day	First Monday in September
Thanksgiving	Fourth Thursday & Friday in November
Winter Break	Adjusted for the changes in each year's calendar.
	December 22, 2006- January 1, 2007
Spring Break	Second full week in March
Memorial Day	Last Monday in May

ARTICLE IV - LEAVES

1. Sick Leave

a. All full-time employees shall receive fifteen (15) days of sick leave per year, with unused sick leave days accumulative from year to year with a 180 day limit on accumulation.

Employees who have accumulated more than 180 days of sick leave prior to August of 1981, shall retain all accumulated days, but shall be unable to accumulate beyond this figure, or to ever again accumulate more than 180 days once this overage has been exhausted.

Part-time employees shall receive the same sick leave benefits as stated above for full-time employees with the exception that their sick leave shall be defined as a period of time equal to their normal working day, ie; half-time employees will receive fifteen (15) half days of sick leave.

Any employee who completes a school year with unused sick leave days above 180 will be reimbursed at half the daily substitute rate for the unused days above 180 that remain from the current year's allotment. Reimbursement will be made with the June paycheck.

Sick leave may be used for illness, injury, the medical confinement portion of pregnancy and child birth (six consecutive calendar weeks starting on date of birth), medical complications affecting the employee or child which result from pregnancy or child birth, and for appointments to health-care providers.

b. The employees shall furnish such reasonable evidence as the Superintendent may require confirming the necessity for such leave.

c. Employees shall receive a record of their accumulated sick leave during opening workshop.

d. Employees returning from extended leaves shall have prior accumulated sick leave credited to their account.

e. New employees who begin work after the beginning of the term shall be granted a pro rata share of the fifteen (15) days allowed.

f. New employees shall be entitled to bring one-half (1/2) of their accumulated sick leave to a maximum of twenty (20) days.

2. Bereavement Leave

Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee's spouse, child, step-children or parents per occurrence. Employees shall be granted with full pay a total of three (3) days leave for the death of the employee's step-parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household per occurrence. In addition, leaves may be granted with full pay in the event of the funeral of a friend or relative other than those included in the employee's immediate family, as defined above, but such decision shall be discretionary with the Superintendent and the Superintendent's decision shall not be subject to the Grievance Procedure. The Superintendent shall require such reasonable evidence as he may desire confirming the length and necessity of leaves for funerals of those outside the "immediate family."

3. Immediate Family Illness Leave

Employees shall be granted leave at full pay for five (5) days per year accumulative to ten (10) days per year for illness and injury in the immediate family and for pregnancy and child birth of the spouse requiring hospitalization or requiring the presence of the employee due to said condition or during the first two weeks following child delivery by an employee's spouse. For the purpose of this Section, the term "immediate family" shall be defined as spouse, parents, step-parents, parents-in-law, children, step-children, children-in-law, brother, sister, brother-in-law, sister-in-law, and any other members of the immediate household.

4. Professional Leave

a. Employees may be granted up to five (5) days leave with full pay to attend professional meetings or visit other schools to observe specific programs. The employee shall submit his/her request at least one (1) week prior to the requested leave. Three (3) days will be granted each employee providing the leave requested is in Iowa and providing that the costs and distances involved in the requested leave are comparable to other leaves granted in the past.

b. Further, a minimum of two (2) instructors from the high school, two (2) instructors from the middle school and two (2) instructors from the elementary will be granted leave on any given day consistent with the stipulations of section a. above without regard to any other leaves granted under other provisions of this article. Additional professional leaves may be granted on any given day at the discretion of the Superintendent dependent upon the availability of substitutes and the impact on the educational program.

c. Additionally, the Superintendent may at his/her discretion grant professional leaves which fall beyond the scope of the three (3) days per employee delineated in section a. above.

All discretionary decisions of the Superintendent shall be conveyed to the employee affected in writing and in a timely fashion, and all such decisions including those delineated in section b. above shall not be subject to the grievance procedure.

d. In order to equitably administer the provisions above, the Superintendent shall develop administrative guidelines and procedures which will describe how professional leave will be granted when more requests have been made for a given day than are granted in section b. above.

e. Employees requesting professional leave shall submit an estimate of all expenses for which they seek reimbursement along with the request for professional leave. The Board will pay, at their discretion, either the estimated expenses or those actually incurred for travel, registration, lodging and meals.

5. Association Leave

Delegates chosen by the Association shall be allowed up to an aggregate total of five (5) absences with pay for attendance at Association approved business.

6. Maternity Leave

a. Unpaid Maternity Leave will be granted, if requested, up to forty-five (45) days after the period of medical confinement. In addition to Sick Leave, Unpaid Maternity Leave, and Extended Leave benefits, an employee may request an extension of Unpaid Maternity Leave for up to seven (7) full calendar months. The decision regarding said request shall be discretionary with the Superintendent and shall not be subject to the Grievance Procedure. The District shall make no contributions to the retirement systems or insurance programs for an employee during such an unpaid leave of absence. The employee may maintain participation in the insurance programs by making timely payments to the District for their entire premiums, to the extent same is allowed by the carrier retained by the Board.

b. Upon return to employment, the employee shall be reinstated to her qualified teaching area without loss of accrued benefits. Advancement on the salary schedule will be allowed providing the employee has worked at least one-half (1/2) of the contract days of the previous year.

c. In cases of adoption, the employee will be granted up to twenty (20) days of paid leave when the adopted child is pre-kindergarten age. When the adopted child is of school age, the employee will be granted up to five (5) days of paid leave. Such leave shall be used prior to the end of the contract year and shall not carry over to the next contract year.

7. Jury Duty

Payment in full by the Board shall be made to all employees on jury services provided such employee refund to the Board, the amount received as payment for such service and provided the employee notifies the principal or, in the principal's absence, the Superintendent, within one (1) week following the employee's first knowledge of the proposed jury service. Employees are encouraged to perform these duties of citizenship; however, it must be realized that certain teaching assignments in critical times during the school year, justify requesting the member be excused from these duties.

8. Advance Study Leave

A leave of absence may be granted for advance study, without pay for a period up to one (1) year, upon approval by the Superintendent, and the Superintendent's decision thereon shall not be subject to the Grievance Procedure. The employee on leave will be returned to the same or similar position he or she held prior to the leave of absence. Upon return to duty, the employee will retain all experience credit previously established.

9. Personal Leave

Each employee shall be credited with two (2) days personal leave per year, accumulative to three (3) days, for the employee's personal use. Personal leave may be used for any purpose at the employee's discretion. An employee shall notify the principal at least one (1) day in advance except in cases of emergency. This leave cannot be used to extend vacation, during in-service days, or on the opening and closing day of school, except in cases of emergency.

Any employee who completes a school year with unused personal days will carry one day forward to the following year and be reimbursed at the daily substitute's rate for the remaining unused personal days. Reimbursement will be made at the daily substitute rate and it will be included with the June paycheck.

10. Leaves Without Pay

A leave without pay up to five (5) days may be granted by the Superintendent at the sole discretion of the Superintendent, whose decision in this regard shall not be subject to the Grievance Procedure.

11. Extended Leave

An employee who is unable to work because of personal illness or injury or because of pregnancy and child birth or because of medical complications affecting the employee or child which result from pregnancy or child birth and who has exhausted all sick leave which might be available to said employee under Section 1 of this Article shall be granted a leave of absence without pay for the duration of such illness or disability due to injury or pregnancy and child birth or medical complications affecting the employee or

child which result from pregnancy or child birth without pay for the duration of such illness or disability due to injury for a maximum period of one (1) year. The employee shall provide the Board upon its request with reasonable proof from the employee's physician regarding the inability of the employee to work due to said illness or injury and as to the duration of said inability. There is no such limitation on the number of times that the Board may make such a request for proof, and said request may be made at any time during the duration of the extended leave and before the employee is allowed to return to work at the end of said extended leave. During said extended leave of absence, the employee may receive disability benefits where applicable, but the employee shall receive no insurance benefits at Board expense during said status. However, the employee may elect to continue insurance benefits during said leave of absence by paying the premiums according to the procedure set by the respective insurance carrier. The employee may return to previously assigned full-time duties when physically fit to perform said duties. Upon return to work, the employee shall resume the status as of the date of the commencement of extended leave.

12. Leave Expense

An employee who is granted an extended maternity leave for reasons other than medical complications of the employee, advance study leave, or requested unpaid leave of absence after the employee has signed a contract with the District for the time period covered by the leave of absence, shall reimburse the District for all reasonable advertising costs incurred to obtain a replacement up to $400. The employee shall sign a written authorization for deduction of said amounts from the employee's pay either in a lump sum or on an installment basis for the remainder of the pay periods prior to the leave, at the option of the employee. Prior to the advertisement, the employee and Superintendent shall meet at a time convenient for both and discuss the methods of advertisement. The decision as to the method of advertisement shall be discretionary with the Superintendent. This paragraph shall not be applicable to extended leave for personal illness or injury Section 10 or to maternity leave caused by medical confinement or medical complications of the employee.

13. Family and Medical Extended Leave

All employees shall be eligible for unpaid family and medical extended leave of twelve (12) weeks in relation to the birth, adoption, or foster care of a child (or children), and/or in the event of a serious personal health condition. This leave shall be subject to the following conditions:

a. Notification. The employee shall notify the Board within a reasonable time after he/she foresees the circumstances which form the basis for this leave.

b. Benefits. All benefits, including insurance, shall be continued in the same proportional dollar amounts by the Board and employee as per the current contract during the leave period.

c. Return Rights. Upon returning from leave, the employee shall reassume his/her same or equivalent position commencement of his/her leave.

d. Salary Placement. The employee shall be entitled to all raises and increments upon return if the employee actively serves at least one-half (90 days) of the school (or work) year, which period need not be continuous.

e. Use. This leave may be taken as one unit, in units of one hour, or as a period of reduced work hours. The unit of use shall be at the employee's option and may be changed with reasonable written notice from the employee.

f. Co-ordination of Leaves. This Family and Medical Extended provision shall be in addition to, shall enhance, and in no way shall reduce or adversely impact any other leave provisions of this Agreement.

ARTICLE V - PAYROLL DEDUCTION

1. Any staff member who is a member of the Hudson Education Association or has applied for membership may authorize deduction of dues in the Association. The authorization card shall contain the phrase "I agree to indemnify and hold harmless the Board, individual board members and all administrators against any and all claims, costs, suits or other liability and all court costs arising out of the agreement between parties for dues deductions."

2. Providing the authorization card is filed as above, one-ninth (1/9) of such dues will be deducted each month for nine (9) months. This authorization may be revoked at any time upon thirty (30) days notice to the employer.

3. Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through May. Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

ARTICLE VI - SAFETY
SAFETY AND PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

1. Personal items of safety equipment, as required by IOSHA regulations for employees will be provided.

2. Assault on an Employee. The following provisions shall apply when any employee is assaulted during their duties.

   a. Legal Assistance. In the case of any physical assault upon a bargaining unit employee in the appropriate exercise of his/her supervision of students the Board shall provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all appropriate assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

b. Time Lost. Time lost by an employee in connection with any assault upon said employee which results in trauma, mental or physical, incurred by the employee in the appropriate exercise of his/her supervision of students shall not be charged against the employee, nor shall he/she suffer any loss of personal leave, sick leave, professional leaves, pay, benefits or other professional advantage. This section will supplement and follow the provisions/rules in the worker's compensation law.

3. Reasonable Force. An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to self and others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and/or for the protection of persons and/or property.

4. Unsafe and Hazardous Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

5. Bloodborne Pathogens. The employer shall include in its bloodborne pathogens Exposure Control Plan, Hepatitis B Vaccination, post-exposure evaluation, and follow-up evaluation and counseling for all employees who do not hold a position or job classification listed, or required to be listed, in the Employer's pathogens Exposure Control Plan, but who, nevertheless, in administering first aid to a student or other person in the course of their employment, experience an exposure incident.

ARTICLE VII - PERSONNEL FILES

1. Employees shall have the right to inspect their own personnel files and make written comment on any materials contained in said file and to any material to be placed in said file in the future, with the exception of confidential college placement materials. Said employee comments shall become a part of said file.

2. All documents placed in the file by an administrative official must be signed by said official.

3. Employees will be notified at the time any items are placed in the employee's personnel file.

4. The employee shall have the right to reproduce any of the contents of the employee's file except confidential college placement material.

5. All materials placed in the employee's personnel file that are used as a basis of information in an evaluation or is referred to in an evaluation (Article IX) shall be fair and accurate. Materials from the personnel files used in an evaluation become grievable as part of the evaluation grievance.

ARTICLE VIII - HEALTH

OK The non-reimbursed cost of physicals required for teachers who are bus drivers will be paid in full by the district after the claim has been submitted to, and processed by, the insurance company. Reimbursement shall be limited to items required by state bus permit requirements.

ARTICLE IX - FORMAL EVALUATION

1. This article deals with but a single method of employee evaluation, ie; evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees on other basis. (See Article VII for information on Personnel Files.)

2. All formal observations of an employee shall be conducted with the full knowledge of the employee.

3. The classroom teaching performance of probationary employees shall be formally evaluated a minimum of twice each school year. Employees who have satisfactorily completed a probationary period during previous employment in another Iowa public school district shall serve a maximum of one year of probation. Said probation may be waived at the discretion of the Board.

4. All evaluations, characterizations, or complaints regarding an employee's job performance shall be fair and accurate. For non-probationary employees regardless of the number of years in the district, if in the opinion of said employee or the Association any such evaluation is deemed unfair or inaccurate the evaluation shall be immediately grievable under the grievance article of the agreement. The processing of any grievance shall be completed prior to the implementation of any mandatory formal improvement plan.

5. **Comprehensive Evaluation of Beginning Teachers**

a. Within the first month of the first year of teaching, the beginning teacher shall be given a copy summative evaluation form to be used, the Iowa Teaching Standards and Criteria, descriptors to be used, the timeline of the process, and other expectations of the teacher by the evaluator.

b. The Evaluator shall conduct the first formal observation of the beginning teacher before the end of the first semester of the first year. Pre-conference and post-conference forms as included in the Iowa DE Model Framework for Designing A Local Staff Evaluation System for Tier 1 shall be completed by the teacher. The evaluator shall document the classroom observation and the pre- and post-conferences. Both the teacher and the evaluator shall receive copies of the forms.

c. Following the first formal observation, the evaluator shall begin to complete the Comprehensive Evaluation Summative Evaluation Form by addressing criteria observed (1) during the observation, (2) in written materials developed by the teacher, (3) in the conferences, and (4) other observations by the administration. The evaluator shall date each entry on the form and shall check off each criterion that is listed on the form when it is addressed. The teacher shall sign the form and both the teacher and the evaluator shall receive copies of the forms.

d. The pre-conference, observation, and post-conference shall occur within 10 working days or rescheduled by mutual agreement.

e. By the end of the first semester of the first year, the teacher and evaluator shall meet to identify the teacher's current stature in meeting the eight Iowa Teaching Standards and to discuss the resources and information that could be used in future activities relating to the comprehensive evaluation. Both the teacher and the evaluator shall receive copies of the teacher's current status and information discussed.

f. One additional formal observation shall be conducted by May of the first year of teaching using the same procedures identified in steps 2 through 5.

g. Prior to May 15 of the first year of teaching, the evaluator and beginning teacher shall meet and identify in writing which standards shall need special attention the second year. Both the teacher and evaluator shall receive copies.

h. By the end of the first semester of the second year of teaching, the evaluator shall conduct another formal observation as described above. At the time, the evaluator shall record it in the Comprehensive Evaluation Summative Evaluation Form. If the beginning teacher meets all eight Iowa Teaching Standards, the evaluator shall indicate so on the form and provide the beginning teacher with a signed copy.

i. If the evaluator determines that the beginning teacher has not met all eight standards, then the evaluator informs the teacher of which standard(s) have not been met and the evaluator and teacher jointly determine what information or actions the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by the end of January *of the second year of teaching. If only a conference is needed, then it shall be* held by the end of January of the second year of teaching.

j. If by the end of January, the evaluator indicates the beginning teacher does not meet the Iowa Teaching Standards, an additional formal observation shall be held by the end of March. After that observation, the evaluator makes his/her recommendation for licensure. A recommendation for a third year of mentoring shall be made only after completion of the comprehensive evaluation.

k. All records of the comprehensive evaluation are to be signed by the employee with the employee receiving a copy. The employee may respond in writing to any aspect of the comprehensive evaluation. The comprehensive evaluation and any responses will be preserved by the employer in the employee's evaluation file and its contents are available to the employee upon request.

6. Career Teacher Evaluation Procedure

a. Evaluation In-Service

The district shall provide all employees with 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 and/or Performance Reviews.

b. Orientation Procedures

For those individuals developing Individual Career Development Plans, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

For those individuals completing Performance Reviews, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

c. Individual Career Development Plans

Each 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 the plan, jointly modify the plan as needed, and approve the plan within twenty (20) school days of its submission. Both the teacher and evaluator will have a copy of the plan.

Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.

The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

d. **Performance Review**

1. Each career teacher shall have a performance review once every three (3) years. When a teacher is assigned to more than one building, the teacher shall be assigned one (1) evaluator.

2. The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.

3. Classroom Observations

   a) All observations shall be conducted between October 1 and April 20. No observation shall be conducted the day before or after a day of vacation/holiday. Observations shall be for a continuous length of time no shorter than thirty (30) minutes or longer than ninety (90) minutes.

   b) During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The pre-conference must be at least two (2) days prior to the observation. The post/conference must be no later than five (5) days following the observation, or may be extended by mutual agreement.

   c) The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.

4. Summative Performance Review

a) The evaluator shall complete the Career Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Career Performance Review at least one (1) day prior to the meeting.

b) 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. This conference can be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teacher's performance. Both the evaluator and the teacher shall sign and date the review.

c) If the evaluator indicates that the teacher is not meeting the expectation of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and 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. The teacher shall have the right to provide a written response to this review.

A new career development plan shall be created that focuses only on the Iowa Teaching Standards not met. A performance review shall be held at a mutual agreed upon time within the next twelve (12) months. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

e. Representation

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

ARTICLE X - VOLUNTARY TRANSFERS

1. Definition

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

2. Notification of Vacancies

a. Posting

The Superintendent shall 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 said vacancies; however, as to vacancies which become known during vacations or during the summer, the Superintendent shall notify the Association, which shall assume responsibility for notifying its members thereof, in lieu of the posting requirements.

b. Filing Requests

Employees who desire a transfer may file a written statement of such desire with the Superintendent. Such statements shall include the grade or subject to which the employee desires to be assigned and the building to which the employee desires to be transferred, in order of preference. Such requests for transfer may be filed at any time during the year covered by this Agreement, but requests for transfer filed during the previous school year, shall not be considered for vacancies occurring during the following school year unless refiled in the subsequent school year.

C. Board Action

The Board shall defer action as to each posted vacancy until after the period of five (5) school days has elapsed after the posting, except in cases where the vacancy actually occurs prior to the end of said five (5) days. The Board reserves the right to go outside the district to advertise for applicants and shall be the sole determiner of who is the most qualified for the position and who shall be selected to fill the vacancy. However, consideration shall be given first to employees in the district with respect to years in the system and previous teaching experience. If an employee in the system is not selected, they will be notified with rationale for the decision.

ARTICLE XI - INVOLUNTARY TRANSFERS

1. Definition

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

2. Procedure

In the event that the Board has determined that a vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to the Voluntary Transfer procedure in Article X, or in the event that the Board shall determine that any other

transfer is necessary, the Board shall notify the transferee of its intended action within three (3) calendar days of its decision. Thereafter the transferee may within three (3) working days request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final and not subject to the Grievance Procedure. Consideration for an involuntary transfer shall be based on years in the system and previous teaching experience. The employee selected will be notified with rationale for the decision.

ARTICLE XII - STAFF REDUCTION

1. Coverage

   a. All employees under this Agreement.

2. Notification

   a. If the Board is contemplating the reduction of any employee(s), it will notify said employee(s) in writing by April 30 concerning action proposed for the following academic year with a copy in writing to the Association.

3. Classification

   a. For the purpose of this Article, the faculty will be considered to be grouped within the following areas: K-6 and 7-12 with the 7-12 areas further divided into subject areas of teaching assignment. Those subject area divisions will be as follows: Business Education, Driver's Education, Family & Consumer Science, Industrial Technology, Language Arts, Math, Science, Social Studies, Vocational Agriculture, and Foreign Language.

   b. For the purposes of this Article, the areas of Art, Physical Education, Vocal Music, Instrumental Music, Librarians, and School Nurse, shall be considered K-6 and 7-12 and the area of Guidance shall be considered K-6 and 7-12, and Remedial Course teachers shall be considered 1-6 and 7-12.

4. Seniority

   a. Within all area identified above, employee's seniority will be based on years of service.

   b. For the purposes of this Article, full-time seniority will be computed from the most recent date of hiring. Unpaid leaves of absence will not break seniority, but such leaves will not count toward seniority accrued. Part-time seniority will be accrued in the same fashion but on a pro rata basis.

   c. One year of seniority as identified in B above, will be granted for each year or partial year of service provided the partial year is at least one semester in length.

d. For the purposes of this Article, an employee whose teaching assignment falls within more than one of the identified areas, shall be considered to have equal seniority in each area of assignment.

e. For the purposes of this Article, a full-time employee shall be defined as one who is under contract for forty (40) hours of work per week, and a part-time employee as one who is under contract for less than forty (40) hours of work per week.

5. Order of Reduction

a. The Board shall determine in what area(s) reduction is necessary. Once this determination is made, the Board shall then notify the employee(s) within that area for reduction.

b. The affected employee(s) indicated in 5. a. may exercise the right to displace another less senior employee(s) in an area in which they are certified providing the employee has previously taught in that area during their tenure with the District.

c. Any employee in receipt of a staff reduction notice must notify the Superintendent, in writing, within five (5) working days of their intention to exercise their displacement rights.

6. Recall

a. Employees reduced under the provisions of this Article shall be considered to be on an unpaid leave of absence for a period of two (2) academic years subsequent to this reduction, and shall be considered to be ineligible for staff benefits except as set forth in this Article. In addition, said employees will retain their right(s) under the Grievance Procedures of this Agreement.

b. Should the Board make available a position within any area previously reduced, said position shall be offered to each employee reduced from that area if certified in the reverse order of their reduction provided that said position is made available within the two (2) year period identified above. Further, all provisions of this Article shall be complied with prior to opening said position for applications.

c. Notification of said position to the employee to be recalled shall be by registered mail to the last address given by the employee.

d. Reduced employees shall have ten (10) calendar days from the date of delivery of said notification to respond in writing to the Board. Failure to respond within this period or failure to accept the registered mail notification shall constitute refusal of the position and shall terminate all recall rights under the contract so long as the offer of employment is equivalent in percentage of contract to that held at the time of reduction. If a reduced employee accepts a position of lesser percentage of contract than held at the time of reduction, all recall rights under the contract are terminated.

e. Any previously reduced employee returning under the provisions of this Article shall be granted all contract benefits to which the employee was entitled at the time of his/her reduction, plus any changes in benefits negotiated since that reduction.

7. Limitations

a. Provisions of this Article shall supersede provisions of Articles X and XI of this Agreement.

b. At no time shall the reduction of an employee whose teaching assignment falls within more than one of the areas identified result in an unwarranted reduction in the employee's other area(s) of assignment.

c. At no time will the employer make a reduction in staff when the result would be having two (2) part-time employees rather than one full-time employee.

ARTICLE XIII - GRIEVANCE PROCEDURES

1. Definitions

a. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

b. Aggrieved Person

An aggrieved person is the person(s) or the Association making the claim.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. All meetings and hearings under this procedure shall be conducted in private where legally possible

and shall include only witnesses, the aggrieved person, the appropriate administration official, and their representatives selected in accordance with this Article.

3. Procedure

a. Time Limits

The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal.

b. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to an aggrieved person or the District, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

c. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his or her principal or immediate supervisor with the objective of resolving the matter informally. If the Association is the grievant, representatives of the Association shall discuss the proposed grievance with the Superintendent.

d. Representation

An aggrieved person may be represented at all levels of the Grievance Procedure by counsel and by a representative from the Association selected by the aggrieved person. The Board may be represented at all levels of the Grievance Procedure by the appropriate administration official and by a representative selected by the Board.

e. Level Two - Principal (Formal)

If as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person must invoke the formal grievance procedure within fifteen (15) days of the date of the event giving rise to the grievance. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the grievant. If the aggrieved person is not satisfied with the disposition of the grievance, the grievance shall be transmitted to level three.

f. Level Three - Superintendent

The Superintendent or his designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance, in writing to the grievant. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his designee, the aggrieved person may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board.

g. Level Four - Board of Education

The Board, no later than its next regular meeting provided filing is five (5) days prior to the meeting, shall meet with the aggrieved person on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the grievant.

h. Level Five - Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance by the Board, the aggrieved person and the Association shall meet to discuss the merits of submitting the grievance to arbitration.

2. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within ten (10) school days after notification of the Board's decision.

3. Within ten (10) school days after written notice to the Board of Submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days and the other party shall have one additional school day to remove one of the four remaining names. One additional day will be available for each party in turn to remove one more name. The person whose name remains shall be the arbitrator.

4. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision as soon as possible after the close of the hearings; or if oral hearings have been waived, then from the date the final statements and proof on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of the collective bargaining agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

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

i. Separate Grievance File

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

ARTICLE XIV - WAGES AND SALARIES

1. Schedule

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

b. An additional salary of $11,600 is added to each full time equivalent employee in lieu of any district obligation to pay for health, dental, or life insurance. Employees working less than full time will have the additional salary pro-rated in direct proportion to actual contracted percentage. For the purposes of this section full time is defined as those contracted for 75% (30 hours per week) or more.

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2. Placement on Salary Schedule

a. 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 B of Section 2 below. Any employee hired prior to the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

b. Credit for Experience and Education

Full credit on the employee's Salary Schedule shall be given upon commencement of current employment up to the fifth step thereon for previous outside teaching experience in duly accredited schools or for previous teaching experience in the Hudson Community School District. Additional credit for teaching experience or work related experience may be granted at the discretion of the Board. Credit will also be given for graduate courses completed that apply to advancement in the educational lanes as determined by Section 3.b.3. (This last sentence will apply only to employees initially hired on or after July 1, 1990.)

3. Advancement on Salary Schedule

a. 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. At no time may an individual be granted more than one vertical step per year under the provisions of this paragraph. A year of service consists of employment in the Hudson District for ninety (90) consecutive teaching days or more in one school year.

b. Educational Lanes

1. The employee should notify the Superintendent of course work that is to be applied to advancement of the employee on the salary schedule before commencement of study. If the course does not carry graduate credit, additional evidence shall be submitted with the request for approval. Such additional evidence shall confirm that the course content and requirements are identical to that required for graduate credit.

2. For an employee to advance from one educational lane to another, the employee shall first notify the Superintendent by June 1 of the course work that is to be applied to advancement, and then the employee shall file suitable evidence of the additional educational credit with the Superintendent no later than September 10 of each year, or the advancement will not take effect until the next year. Pay adjustments shall be retroactive to the beginning of the school year.

3. Such documentation must show that the educational credit was awarded for graduate study, or its equivalent (see 3 (b) 1) above, through an accredited and recognized institution. Educational credits shall be in the employee's teaching area except the employee shall be allowed up to twenty (20) non-sequential credit hours which shall be in the educational or teaching field.

4. Method of Payment

a. Pay Period

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

b. Exceptions

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

c. Summer Checks

Summer checks for contract teaching assignments shall be mailed to the address designated in writing by the employee.

Any employee who ends their employment with the district will have the option to receive their July and August checks with their June check. This includes cash-in-lieu from insurance.

5. Extended Year Contract Rate

Employees who work beyond the regular school calendar shall be paid on the employee's per diem rate. Extended contract per diem is figured by adding contract salary plus any Phase I & II money divided by 185. A proportion thereof will be paid if the employee works less than a normal work day.

6. Extra Duties Schedule

The salary of each employee covered by the Extra Duty Schedule is set forth in Schedule B, which is attached hereto and made a part thereof. The percent is calculated on the BA Base of Schedule A. Per diem pay will be determined from the total of the Schedule A salary and the career increment.

Employees who voluntarily work Saturday School shall be compensated at the then current substitute rate.

7. Payment for Categories (8) (9) Schedule B

The payment for services rendered in categories (8) and (9) will be paid monthly and will be paid on the same payroll check as the employee's regular contract. Alternatively, administratively requested attendance beyond the contract day may be compensated for by allowing instructors an equal amount of time off prior to or following the student day.

However, any such arrangement must be mutually agreed to by the staff member(s) involved and administration prior to the requested attendance. If such agreement cannot be reached, the pay provisions of this Article will apply.

8. The salary of the nurse shall increase by the same percentage as the average of the other employee's salary increase.

9. The Technology Coordinator salary will be calculated by multiplying his/her Schedule A salary by 119.7%.

10. Phase III

Projects will be paid at a per diem rate. Per diem salary equals contract salary plus any Phase I or II money divided by 185 days and then by 8 hours per day in order to calculate an hourly wage rate. Payment will be made as money is received and work progress is documented with the regular paycheck for the month following the work progress documentation.

11. Phase II Funds

The Phase II amounts will be changed as determined by State allotment. Any additional Phase II money, above the 1990-91 amount of $47,000 will be distributed equally to all certified staff.

12. Drug/Alcohol Testing Compensation

The district will pay regular bus driving compensation to employees for time and mileage incurred in complying with required drug and alcohol testing.

13. Additional Funding

Should any additional funds be realized by the District from the State of Iowa following conclusion of collective bargaining for this Master Contract and be designated by the State of Iowa specifically for teachers' salaries, such funds shall automatically be incorporated into the existing Salary Schedule A so long as all conditions required by the State are complied with.

ARTICLE XV - SUMMER SCHOOL SALARIES

1. Classroom Instruction

Employees who are requested to teach summer school will be paid an hourly rate determined from the employee's basic salary for the current contract. The employee's basic salary shall include his/her salary schedule amount, longevity pay, Phase I and Phase II dollars.

HUDSON COMMUNITY SCHOOL'S SALARY SCHEDULE A
INDEX SCHEDULE: 3% HORIZONTAL; 4% VERTICAL

CAREER INCREMENT 1 $1,063.00
CAREER INCREMENT 2 $720

A career increment shall be applied to increase the salary of any employee who would not ordinarily advance due to his/her placement on the final step of his/her educational lane of Schedule A. Increment - 1 ($1,063.00) will be at but no more than the difference in salary schedule steps. Increment - 2 ($720) will be added to career increment - 1 with one additional year of experience. Once a career increment is earned it will be retained regardless of subsequent availability of regular movement on the schedule due to a lane change. Increment 2 will increase in future years by 10% of the base increase.

Salary Schedule	2006-07													
Step	BA	$	BA+8	$	BA+16	$	BA+24	$	BA+32	$	MA	$	MA+15	$
0	1.00	26586	1.03	27384	1.06	28181	1.09	28979	1.12	29776	1.15	30574	1.18	31371
1	1.04	27649	1.07	28447	1.10	29245	1.13	30042	1.16	30840	1.19	31637	1.22	32435
2	1.08	28713	1.11	29510	1.14	30308	1.17	31106	1.20	31903	1.23	32701	1.26	33498
3	1.12	29776	1.15	30574	1.18	31371	1.21	32169	1.24	32967	1.27	33764	1.30	34562
4	1.16	30840	1.19	31637	1.22	32435	1.25	33233	1.28	34030	1.31	34828	1.34	35625
5	1.20	31903	1.23	32701	1.26	33498	1.29	34296	1.32	35094	1.35	35891	1.38	36689
6	1.24	32967	1.27	33764	1.30	34562	1.33	35359	1.36	36157	1.39	36955	1.42	37752
7	1.28	34030	1.31	34828	1.34	35625	1.37	36423	1.40	37220	1.43	38018	1.46	38816
8	1.32	35094	1.35	35891	1.38	36689	1.41	37486	1.44	38284	1.47	39081	1.50	39879
9			1.39	36955	1.42	37752	1.45	38550	1.48	39347	1.51	40145	1.54	40942
10					1.46	38816	1.49	39613	1.52	40411	1.55	41208	1.58	42006
11							1.53	40677	1.56	41474	1.59	42272	1.62	43069
12									1.60	42538	1.63	43335	1.66	44133
13											1.67	44399	1.70	45196
14													1.74	46260
15													1.78	47323
16													1.82	48387
17													1.86	49450
Career Increment 1		36157		38018		39879		41740		43601		45462		50513
Career Increment 2		36877		38738		40599		42460		44321		46182		51233

SCHEDULE B

EXTRA DUTY SCHEDULE (Calculated on BA Base on Schedule A)

	Activity	1st & 2nd Year	3rd & 4th Year	5th & 6th Year
1.	Head Football, Head Basketball, Head Wrestling, Instrumental Music, Vocal Music, FFA	11.5%	13.4%	15.3%
2.	Athletic Director	16.5%	18.4%	20.3%
3.	Asst. Football, Asst. Basketball, Asst. Wrestling, Head Track, Head Baseball, Head Softball, Volleyball, Head Soccer	8.1%	9.6%	11.5%
4.	Combined Cross Country, Concessions	8.3%	8.6%	9.6%
5.	Jr. Hi Football, Jr. Hi Basketball, Jr. Hi Wrestling, Jr Hi Volleyball, Annual, Speech, Jr. Hi Softball, Asst. Track, Asst. Baseball, Cross Country, Asst. Softball, School Newspaper, Tennis, Golf, Jr. Hi Track, Director of Play or Musical, Asst. Volleyball, Jr. Hi Baseball, Asst. Soccer	7.4%	7.6%	8.6%
ok 6.	H.S. Show Choir, H.S. Cheerleading, Model UN, Asst. Cross Country	5.2%	5.7%	6.2%
7.	Prom, Sr. High Student Council, Asst. Jr. Hi Sports, National Honor Society, M.S. Show Choir, M.S. Cheerleader	3.3%	3.8%	4.3%
8.	Jr. Hi Student Council, M.S. Vocal Music	1.0%	1.4%	1.9%
9.	Ticket Sellers*, Announcers, Scorers, Timers, Bus Chaperons, Filmer		$21.00 Per Event	
10.	Open House		$19.00 Per Hour	
11.	Special Projects, Study Groups & any attendance after the contract workday specifically required by the Administration		Per Diem Pay	

* Assignment of ticket-taking responsibilities will be voluntary during Thanksgiving and Winter Breaks

12. Mentor per semester $500.00

2. Driver Education Instruction - Summer Only

Employees shall receive compensation at a rate of $160.00 per student under their direction completing driver education.

ARTICLE XVI - INSURANCE

1. The Board agrees to provide group health, dental, and life insurance plans within a Section 125 Flexible Benefit Plan.

A minimum of seventy-five per cent (75%) particicpation in the group health and dental plans by employees covered by this contract and working at least half time will be maintained, determined on a first come basis by the date of election of benefit options.

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The dental insurance will be operated as a direct reimbursement plan as follows:

1. One hundred per cent (100%) of the first $100 will be covered.
2. Eighty (80%) of the next $1,125 will be covered.
   1. and 2. of the above will produce a total maximum of $1,000 in coverage per year.
3. Also, 80% of the first $625 will be covered toward orthodontia for a total maximum of $500 in coverage per year.

A separate dental trust fund will be established to hold the dental premiums until the time of reimbursement. Any surplus or deficit in the dental trust fund at the end of the year will be carried forward into the next year.

2. The full cost of premiums of the term life insurance consisting of $20,000 coverage per each eligible employee shall be paid through salary reduction. Dependent's coverage may be added at the employee's expense and paid by payroll deduction.

3. The Board will pay the full cost of premium of long-term disability insurance for all eligible full-time employees at 66 2/3%.

The insurance programs referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s). The selection of the carrier(s) is the prerogative of the employer. However, it is agreed that the insurance coverages shall be comparable to those currently in the Hudson Community School Self-Insured Plan of 1999 with a 400/800 deductible and associated benefits with any changes in benefits to be mutually agreed upon.

ARTICLE XVII - NOTICE OF ASSIGNMENT

Employees will be notified in writing of their subject and grade assignments for the forthcoming year not later than May 1 of the contract year. In case of emergency after May 1, the Administration shall have the right to make adjustments in assignments and will notify the employee of the adjustment as soon as possible.

ARTICLE XVIII - TRAVEL

Personnel authorized by the Administration of the Board to attend professional conferences, to transport students, or to otherwise travel at the request of the Administration or Board, shall be reimbursed at the maximum allowable state rate per mile.

ARTICLE XIX - PHASE III

Areas of the Phase III program that are within the scope of Chapter 20.9 are mandatory bargaining items. These areas will be amended and/or ratified by the agreement of the bargaining representatives of the H.E.A. and the Hudson School Board and will be incorporated by reference into the current contract.

ARTICLE XX - SEPARABILITY CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. The Board and the Association shall enter into negotiations as required by law to replace any such provision held to be contrary to law. All other provisions or applications shall continue in full force and effect.

ARTICLE XXI

DURATION

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007. Individual contracts will be governed by the provisions of the Master Contract in effect at the time the individual contract commences. Either party to this Agreement may notify the other party that said party wishes to open negotiations on the Agreement for the 2007-2008 contract year. In the event neither party so notifies the other, this Agreement shall automatically continue in force and effect for equivalent duration periods, and the requirement of notice to open negotiations shall apply to each year of any additional duration.

Association President

President, Board of Education

Chief Negotiator, Association

Chief Negotiator, Board of Education