NEWELL - FONDA CSD/EA 06-09

ARTICLE I
GRIEVANCE PROCEDURES

A. DEFINITION

A "Grievance" shall mean an allegation by a teacher that there has been to him/her a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of this agreement.

A grievance, to be considered under this procedure, must be initiated by the teacher within ten (10) school days from the time when the teacher knew, or should have known, of its occurrence.

Aggrieved Person.

An aggrieved person is the person or persons making the complaint.

Party in Interest.

A "Party in Interest" is the person or persons making the complaint and any person, including the Association or the Board, or their representative, who might be required to take action or against whom action might be taken in order to resolve the complaint.

Purpose.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Time Limits.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

B. PROCEDURE

Step One:

An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his or her principal.

Step Two:

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, using Grievance Report, Form, A, and, at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.

Step Three:

The teacher, not later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent or appropriate designee.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and the teacher's dissatisfaction with the decisions previously rendered. The Superintendent shall communicate his/her decision in writing to the teacher and the principal.

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the Association and the Association wishes to review by a third party, they shall so notify the School Board through the Superintendent within ten (10) school days of receipt of the Superintendent's decision.

Step Four:

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within ten (10) school days from receipt of the Step 3 answer to enter into such arbitration.

Selection of the Arbitrator:

Within the (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 an arbitrator to obtain such a commitment within the 10-day period, a request for a list of arbitrators shall be made to the (PERB) Public Employment Relations Board by the moving party. The parties shall be bound by the rules and procedures of the (PERB).

The expense for the arbitrator's services shall be borne equally by the School District and the Association.

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

ARTICLE II
DUES DEDUCTION

A. AUTHORIZATION

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

B. REGULAR DEDUCTION

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

C. TERMINATION

Any employee who terminated employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made.

D. TRANSMISSION OF DUES

The board shall transmit to the Association Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom the deduction was made.

E. INDEMNIFICATION

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

ARTICLE III
LEAVES

As of the beginning of the 2004-05 school years, employees may be eligible for the following leaves of absence:

A. PERSONAL ILLNESS LEAVE

Certified personnel shall be granted leave of absence for personal illness or injury with full pay at the rate of 10 to 15 days in consecutive years of employment with a maximum accumulation of 110 days of unused leave. Personnel may be requested to verify the reason for absence that involves an extended period of leave. **This leave will be taken in blocks of no less that 1/8 day each.**

B. FAMILY ILLNESS LEAVE

Certified personnel shall be granted a maximum of 3 days leave for injury or illness of spouse, children, mother, father; or for serious injury or illness of mother-in-law or father-in-law. This leave shall be non-accumulative and will be taken in blocks of no less than 1/2 day each. Such leave shall be deducted from the employee's accumulated sick leave, if any exists. Under extenuating circumstances requiring employee presence as the caretaker, the administration may grant additional days leave.

C. PERSONAL LEAVE

Two days of personal leave may be granted certified employees at the employee's discretion. This leave must be requested at least two (2) days in advance, and only two (2) certified employees may be allowed personal leave on a particular day. This will be determined by the earliest requests being honored first. This leave is not to be used to increase vacation time unless previous arrangements have been approved by the administration. Personal leave will be taken in no less than one-half day at one time.

D. PROFESSIONAL LEAVE

Leave of two days may be granted for the purpose of improvement of instruction. Workshops, school visitations, and seminars could be considered methods of improvement of instruction. The employer and principal will jointly coordinate these days so that they best fit the operation and needs of the school district. Additional days may be granted at the discretion of the administration.

The school will pay actual costs of registration fees (exclusive of college credit tuition), mileage, a meal allowance and lodging (if an overnight stay is required) up to $210.00 ($260.00 if the leave is taken outside the contracted workday when a substitute is not required) for professional leave at the request of the employee.

E. BEREAVEMENT LEAVE

1. Certified personnel will be granted not more than five (5) days leave in the event of the death of an immediate family member; such immediate family being limited to spouse, child, parent, sibling, grandparent, and corresponding in-laws.

This leave shall be granted by the superintendent or his designee and shall be for attendance at the funeral and for any other purposes directly arising out of said death. The leave should not be used for any other purpose.

In the case of the death of any other relative, absence may be allowed without loss of pay for attendance at the funeral.

2. An employee may be excused to attend the funeral with pay if the deceased person is a friend of close bonds. If a substitute is hired, the substitute will be paid by the teacher

F. UNPAID LEAVE

Temporary leave may be granted without pay by the superintendent or his designee. Unpaid maternity leaves shall be granted for a maximum of 120 calendar days providing that a suitable replacement with proper certifications and endorsements can be found. It shall be the obligation of the employee on leave to monitor the educational program without compensation in order to insure that it is functioning effectively.

G. EDUCATIONAL IMPROVEMENT LEAVE

A leave of absence without pay of up to one (1) year may be granted to no more than two (2) employees. Application for this leave must be approved by the Board and a suitable replacement must be available. The employee must attend an accredited college or university and be engaged in an area of study related to his professional responsibilities.

H. ASSOCIATION LEAVE

Two (2) days total shall be available for representatives of the Association to attend State Delegate Assembly. Cost of substitutes to be paid by the Association.

I. JURY AND/OR LEGAL LEAVE

Any employee, who is still required to perform jury duty during school hours after the employee and employer have each written a letter seeking to be excused because of job responsibilities, shall be excused from duties without loss of pay. Employees shall also be excused without loss of pay when a legally binding document has been issued to them requiring their appearance at a judicial or administrative proceeding. In every case, the work time lost will be kept to the minimum amount possible.

Any fees or remuneration the employee receives during such leaves shall be turned over to the Newell-Fonda Community School except mileage, meal allowance, and lodging.

J. FAMILY AND MEDICAL LEAVE

The provisions of the Family and Medical Leave Act (FMLA) of 1993 are hereby incorporated into this agreement by this reference. All leaves contained in this master contract remain available as written. If one of these leaves is utilized for any of the purposes provided under the FMLA, this leave will be counted towards the 12 weeks allowed under the FMLA. Board Policy 414.5 addresses the Family and Medical Leave Act. The administration will keep at each building office a copy of this policy.

ARTICLE IV
EMPLOYEE HOURS

A. WORK YEAR

The work year will consist of 180 teaching days, up to 9 inservice, workshop and conference days, for a total of 189 paid days. No holiday or vacation will be included in the 189 day contract. Any day not taught and of which is encompassed within the employees contract will be deducted at the end of the school year with loss of pay for the employee.

Those employees on more than a 9 month contract and part-time employees will have their contract adjusted accordingly.

Employees may be consulted when the school calendar is being developed.

B. WORK DAY

Employees will be required to be on duty at 8:00 a.m. and shall work until 4:00 p.m. with five exceptions.

1. Friday at which time dismissal shall be at 3:30 p.m.

2. Necessary alterations of the in-school day due to weather conditions, vacations, holidays, or other such reasons as may prevail. When the student attendance starting time is delayed because of weather conditions that cause travel to be hazardous, employees shall not be required to report more than one-half hour before the students. When students are dismissed early, employees may depart as soon as the regular route busses have departed.

3. Early dismissal to attend school functions which start immediately following school with administrative approval.

4. Early dismissal at 3:30 p .m to honor doctor and dental appointments not possible after school hours, such dismissal shall be subject to administrative approval.

5. When employees are required to attend any school sponsored evening event, the workday shall end as soon as the regular route busses have departed.

C. FACULTY AND PROFESSIONAL MEETINGS

Employees may be required to be in attendance outside the regular workday without additional compensation for the purpose of attending faculty and professional meetings. Meetings shall not be called after school on Friday, the day immediately preceding any scheduled holiday, or any other day upon which teacher attendance is not required. Staff

meetings of two hours or less requiring all teachers to be in attendance will alternate between the Newell and Fonda buildings.

D. EXTRA DUTY ASSIGNMENTS

Employees will be assigned extra-duty assignments for events such as supervision of evening events, ticket taking and pep bus supervision.

E. LUNCH PERIODS

All teachers will have a twenty-five minute duty free lunch period daily.

F. PREPARATION PERIODS

All classroom employees shall in addition to their duty free lunch period have a minimum of one (1) class period daily for preparation time, during which they shall not be assigned to any other duties. The number of minutes of the preparation period will vary in time according to the level taught.

G. BOARD RIGHTS

The Association recognizes that the Board has the right to direct the work of its employees, to hire, promote, demote, transfer, assign, discipline, and dismiss employees with legitimate reasons and due process.

ARTICLE V
EMPLOYEE EVALUATION

A. PROCEDURE

Supervising personnel will evaluate certified employees as follows:

1. Probationary teachers will be formally observed at least twice per year. At least one formative evaluation observation will be made during the first semester.

2. After successfully completing the probationary period, teachers will be formally observed one or more times as deemed practical and necessary by the administration. At least one formative evaluation observation will be made prior to March 1.

B. EXPLANATION OF PROCEDURE

The evaluation procedure will be explained to employees during workshop or prior to the evaluation process.

C. ADVANCE NOTICE

Each formal observation will be preceded by advance notice. The advance notice may vary from several days to immediately preceding the visit.

D. EVALUATION CONFERENCES

1. A copy of each written formative evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) days following the formative observation. The summative evaluation conference will be held near the end of the school year and a copy of the summative evaluation instrument will be provided the employee.

2. If the evaluation has identified areas of improvement that are needed by the employee, the evaluator will work with the employee to develop a written plan for professional improvement.

   Follow-up observations will be made to determine if the professional improvement plan has been successful. Modifications to the professional improvement plan or additional plans may be developed if adequate progress has not been made.

3. The employee shall have at least one days prior notice concerning the date of a formative or summative evaluation conference. This one-day notice requirement can be waived by mutual consent of the evaluator and employee.

4. A copy signed by both parties shall be given to the employee. The employee's signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. No employee shall be required to sign a blank or incomplete evaluation.

E. EVALUATION FILE

1. The employee shall have the right to review the contents of his/her file during school office hours. A representative of the Association, at the employee's request may accompany the employee in this review.

2. The employee shall have the right to provide a written response and have it attached to any evaluation material in the file. The employee will inform the evaluator when he/she wishes to attach a written response to evaluation material.

3. All adverse evaluation documentation placed in the employee's evaluation file will be brought to the attention of the employee at the time the documentation is placed in the file.

4. All evaluation instruments and evaluation documentation will be removed from the file after said documents have been a part of the file for three full school years following the school year that they were placed in the file.

ARTICLE VI
REDUCTION OR REALIGNMENT

A. CRITERIA

The Board of Education and Administration will continuously study enrollment trends and budget as they relate to specific programs and educational levels. Before the Board of Education reduces size of the staff, careful analysis of the educational program will be made to insure the maintaining of a quality educational program.

When in the judgment of the Board of Education and administration one or more employees are to be laid off because of, but not limited to, a change in size or nature of the student population, a reduction in program merger or reorganization, or sharing programs, and/or budgetary limitations, the procedures shall be as follows:

1. The Board shall attempt to accomplish staff reduction by attrition.

2. In the event necessary reduction in staff cannot be accomplished by attrition any teacher holding a temporary or emergency certificate will be terminated first.

3. If staff reduction still has not been accomplished, teacher performance becomes the deciding criterion because the goals of the administration and Board of Education are to provide the best education possible for students. The Administration and Board of Education are the sole determiners of this teacher performance level through their evaluations and recommendations.

   If a choice must be made between 2 or more teachers of equal skill, ability, competence, and qualifications for the available position, the teacher with more seniority will be given an additional 3 points on his/her most recent Summative Teacher Performance Evaluation total.

4. Seniority is based on the time of employment by the Fonda, Newell-Fonda, or Newell-Providence Schools.

B. PROCEDURE

The Administration shall provide written notice to the Association by March 15 of possible staff reductions for the following year. The Administration shall also provide written notice by March 15 to each person who would possibly be affected.

Any teacher terminated or realigned pursuant to the need for cutting of staff will be considered for recall for a period of two (2) years.

After evaluation and finding all things equal as to competency and potential effectiveness, persons shall be recalled in reverse order of their termination or realignment. The offer of such position by the district shall be sent by certified mail and

shall be accepted or rejected within thirty (30) days (calendar days) after the date of acceptance. Failure on the part of the staff member to meet either of these requirements shall nullify the offer. The thirty-day requirement may be extended by the Superintendent.

A teacher who signs a continuing contract with another school district forfeits all recall rights of this policy. If a teacher signs a teaching contract with another school district, with the hiring district's knowledge that such contract is for one school year or less, said teacher does not forfeit recall rights with Newell-Fonda Community School District. Any teacher who has signed a contract with another school district for one year or less will not be recalled by the Newell-Fonda Community School District until said teacher has fulfilled his or her contract.

Any teacher who signs a teaching contract with another school district shall immediately notify the Newell-Fonda Community school superintendent in writing of such signing and to the type of contract signed.

If an employee under recall is unable to accept a position offered to him/her because of health reasons of the employee or immediate family as verified by a doctor's written report, the employee does not forfeit his/her recall rights for the remainder of the two year recall period.

All benefits to which the employee was entitled at the time of his/her layoff, including but not limited to unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's experience and education at the time of recall.

ARTICLE VII
WAGES AND SALARIES

A. PAY SCHEDULES

The salary of each member of the bargaining unit covered by the regular salary schedule is that set forth in Schedules A and B which is attached hereto and made a part thereof. **This agreement is binding for three years beginning with the 2005-06 school year. The total package settlement for 2005-06 whall be 5.5%. The total package settlement for 2006-07 shall be 4.5% and the total package settlement for 2007-08 shall be 4.3%.**

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment on Salary Schedule

Each employee shall be placed on his 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 December 20 any school year shall be given full credit for one (1) school year of service toward the next increment step for the following year. **An employee new to the district shall be placed on the salary schedule at step four (4) or higher.**

2. Credit for Experience

Credit up to five (5) years on the employee Salary Schedule may be given for previous outside teaching experience in a duly accredited school, upon initial employment.

3. Difficulty in Filling a Position

Whenever the board is having difficulty filling a teaching position with a well-qualified person, it may offer a potential high-quality candidate up to four more vertical steps on the salary schedule than his/her experience level.

4. School Nurse

A school nurse with a baccalaureate degree will be placed on schedule A. A school nurse who is non-degreed will be hired at 90% of the BA lane Step 1, and would advance at 90% of the appropriate BA step each year. (This provision will only include the school nurse's time within the Newell-Fonda School District)

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall earn one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Newell-Fonda Community School District for ninety (90) consecutive teaching days, or more, in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane shall move to the corresponding eligible step on the higher lane.

3. Career Increment

All teachers who were at the highest step on their educational lane on Schedule A **for the current contract year and who will have no horizontal or vertical step for the subsequent year**, will receive a career increment of 3.5% of the negotiated base salary (BA-Step 1).

Every three years thereafter, a teacher who remains at the highest step on an educational lane on Schedule A without vertical or horizontal movement will receive a career increment of 3.5% of the negotiated base salary (BA-Step 1). Part-time teachers' career increments will be pro-rated to their contract time.

4. The career increment shall be suspended for the 2005-06 school year. It will resume in the 2006-07 school year. Employees, who would have been eligible for the Career Increment in 2005-06 under the terms of the 2004-05 agreement, will be eligible for the Career Increment in 2006-07. Employees, who would have been eligible for the Career Increment in 2006-07 under the terms of the 2004-05 agreement, will be eligible for the career Increment in 2007-08. Employees, who would have been eligible for the Career Increment in 2007-08 under the terms of 2004-05 agreement, will be eligible for the Career Increment in 2008-09.

D. METHOD PAYMENT

1. Pay Period

Each employee shall be paid in twelve (12) equal payments on the twentieth (20th) day of each month.

2. Exceptions

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.

3. Final Pay

Employees shall receive summer checks in June either electronically, by mail, or by picking them up in the central office.

E. TRANSPORTATION

1. Shared Teachers

In the event that a teacher is shared with another district, it will be the obligation of the districts to either:

a. Provide transportation for the shared teacher or,

b. Reimburse the teacher for providing their own transportation at the maximum rate allowed in the Iowa Code, Section 79.9. No teacher shall be required to use his/her own vehicle.

2. Mileage Reimbursement

Employees who may be requested to use their own automobile in the performance of authorized school business will receive mileage reimbursement of $.25 per mile. School cars should be used wherever possible to eliminate mileage expense.

3. Liability Insurance

The school district will carry $100,000 and $300,000 liability insurance on all school vehicles used by school employees to drive students on approved trips. Employees will not be required to use their own vehicles to transport students on approved trips. However, those employees who wish to use their own vehicles to transport students on approved school trips must carry $100,000 &$300,000 liability insurance and must verify coverage to the Board's designee.

4. Hired or Borrowed Vehicles

The school provides liability coverage for hired or borrowed vehicles.

ARTICLE VIII
HEALTH PROVISION

A. FREQUENCY OF EXAMINATION

All present full time employees and new employees of the school system are required to take a physical examination at the time of the initial employment and thereafter at three year intervals. Part-time employees may be subject to the above at the discretion of the Board.

B. REIMBURSEMENT FOR PHYSICALS

The employee will furnish the original physical record at his/her expense. At the subsequently required three year physicals the board will pay the difference between what the insurance company pays on the physical and the actual costs up to $40.00. This applies to only the minimal requirements of a school physical examination as contained on the physical form provided by the school.

C. AVAILABILITY OF PHYSICAL REPORTS

The employee shall have the physical report completed and on file in the superintendent's office five (5) days prior to the first pay period.

ARTICLE IX
INSURANCE

A. EMPLOYEE ELIGIBILITY

Employees contracted between 37.5%-50% will receive an insurance rate twice their employment percentage (i.e. 40% employment, the district will pay 80% of their single insurance cost.) Employees contracted below 15 hrs per week (37.5%) will not be eligible for group insurance benefits.

B. EMPLOYEE COVERAGE

Each employee will be offered a choice of a $100, $500 **or $750** deductible comprehensive major medical health insurance policy comparable to the Blue Cross-Blue Shield Protector 100 with Alliance Select and the Protector 500 with Alliance Select plans. In addition a $15,000 term life insurance policy will be offered.

The Board will pay $125.00 per month towards the purchase of the single and/or family plan of the employee's choice or the single rate of the $100 deductible plan, whichever is greater.

Any unused portion of the employee's monthly allotment provided by the Board will be added to the employee's monthly paycheck.

For new employees of the district, health insurance coverage will become effective on the first of the month following initial employment. However, if there is no additional charge to the District, the coverage will become effective on the first day of employment.

C. DEPENDENT COVERAGE

Employees may elect to take dependent coverage under the health plan they have chosen.

When the district employs a married couple as teachers, the husband and wife are each entitled to the board's monthly dollar allotment. If the husband and wife are employed full-time by the district and choose to take a family plan, the Board will apply both of their allotments to the plan of their choice. Any unused portion of their monthly allotments provided by the Board will be added to their monthly paychecks.

D. CASH EQUIVALENT OPTION

Up to 25% of the employees may elect to take the equivalent amount of money paid by the Board for the single insurance in lieu of the Health and Major Medical coverage. This amount of money, less the school's share of additional FICA and IPERS, would be added to the employee's monthly paycheck. Requests for the Cash Equivalent Option would be honored on a first-come, first-serve basis until the 25% maximum is reached.

Any employee choosing this option should be fully aware of the insurance company's right to demand proof of insurability if the employee would later request to go back on the Health and Major Medical coverage.

ARTICLE X
TRANSFER PROCEDURES

A. DEFINITION

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

B. NOTIFICATION OF VACANCIES

1. Posting - The superintendent shall deliver to the Association Officers and post in school buildings a list of the vacancies which occur during the school year and for the following year upon knowledge of vacancies. If a vacancy occurs during the summer months, the superintendent shall notify the Association Officers immediately.

2. Filing Requests - Employees who desire a transfer will have five (5) working days to file a written statement of such desire with the superintendent. Such statement shall include the grade level, subject area, or building to which the employee desires to be transferred.

ARTICLE XI
COMPLIANCE CLAUSE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND COMPREHENSION AGREEMENT

Any individual contraction between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

B. SEPARABILITY

Should any article or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect, while the Board and Association enter into negotiations to replace said illegal article, section or clause.

C. NOTICE

Whenever any notice is required, pursuant to the provision of this agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party:

If by the Association to the Board:
Superintendent's Office
Newell-Fonda Community School
Newell, Iowa 50568

If by the Board to the Association:
President
Newell-Fonda Education Association
Newell, Iowa 50568

D. PRINTING AGREEMENT

The Board will provide a copy of this agreement to each teacher. Additional copies requested by the Association will be at the expense of the Association.

E. DURATION PERIODS

1. This agreement shall be effective as of August 16th and shall be in force for three (3) years.

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 signature placed thereon all on the_____.
(date)

Newell-Fonda Education Association	Newell-Fonda Board of Education
By_____ President	By_____ President
By_____ Chief Negotiator	By_____ Chief Negotiator

ARTICLE XII
PHASES I, II, III -- H.F. 499

A. PHASE I AND PHASE II

Phase I and II funds will be added onto the negotiated BA base with provision that any reduction in Phase I and II receipts from anticipated receipts would be automatically reduced dollar for dollar.

If the amended finance formula that replaces the current school finance formula produces an amount less than the total of:

1. the Phase I and II funds

2. the formula funds from the previous year, and

3. the minimum state growth for the year at issue applied to the previous year, then the total base salary shall automatically be reduced on a dollar for dollar basis to reflect the dollars not received.

Each year, the negotiation procedure will be to reduce the base by the Phase I and Phase II money, negotiate the settlement or have arbitration, and then add the Phase I and Phase II money on top.

B. PHASE III

1. Phase III activities will be funded at an hourly rate of $17.75 exclusive of travel time for approved projects that do not involve working directly with students and $18.00 per hour for approved projects that do involve working directly with students.

2. NFEA members will serve on the Phase III planning and projects approval committee.

3. When stipends are made available through educational sources (AEA) for projects which overlap with those financed by Phase III, the stipend funds will be used first with Phase III funds remaining for additional Phase III work.

ARTICLE XIII
BEGINNING TEACHER MENTORING AND INDUCTION PROGRAM

A. The 79th General Assembly of Iowa, 2001 Session, passed Senate File 476 and House File 413 establishing a Beginning Teacher Mentoring and Induction Program. Chapter 83 of the Iowa Administrative Code further clarifies the requirements of Iowa school districts in regards to this legislation. As required by the law, the Newell-Fonda School has submitted an amendment to our CSIP that includes a plan meeting the state requirements for the Beginning Teacher Mentoring and Induction Program. The Newell-Fonda School will follow the law regarding the Beginning Teacher Mentoring and Induction Program which includes the compensation for mentors until such time the law is changed or rescinded or ceases to be funded by the state. If that happens, ARTICLE XIII will be eliminated from the master contract.

FORM A
GRIEVANCE REPORT

Date Filed_____

Newell-Fonda Community School District

Name_____

_____

LEVEL II

A. Date Violation Occurred_____

B. Section(s) of Contract or Policy Violated_____

C. Statement of Grievance_____

_____

_____

D. Relief Sought_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____ _____

Signature of Principal
or
Immediate Supervisor

Date

Distribution of Form

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

DUES DEDUCTION AUTHORIZATION FORM
FOR
THE NEWELL-FONDA EDUCATION ASSOCIATION

_____

First Name Initial Last Name

I hereby request and authorize the Board of Education of the Newell-Fonda Community School District as my remitting agent, to deduct from earnings each month 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 on my behalf to the Treasurer of the Newell-Fonda Education Association, an affiliate of the UniServ, Unit One, of the Iowa State Education Association and the National Education Association.

It is understood that this authorization shall begin on September 10, the first payroll period following this date, and shall continue for a 12-month period.

_____ _____

Date Signature

Social Security Number_____

(For Office Use Only)

Employee No._____

Date Started_____
Amount $_____

Changes

_____ _____

Date Amount

_____ _____

Date Amount

_____ _____

Date Amount

_____ _____

Date Amount

TABLE OF CONTENTS

ARTICLE I	GRIEVANCE PROCEDURES	
A.	Definition	1
B.	Procedure	2
ARTICLE II	DUES DEDUCTION	
A.	Authorization	4
B.	Regular Deduction	4
C.	Termination	4
D.	Transmission of Dues	4
E.	Indemnification	4
ARTICLE III	LEAVES	
A.	Personal Illness Leave	5
B.	Family Illness Leave	5
C.	Personal Leave	5
D.	Professional Leave	5
E.	Bereavement Leave	5
F.	Unpaid Leave	6
G.	Educational Improvement Leave	6
H.	Association Leave	6
I.	Jury and/or Legal Leave	6
J.	Family and Medical Leave	7
ARTICLE IV	EMPLOYEE HOURS	
A.	Work Year	8
B.	Work Day	8
C.	Faculty and Professional Meetings	8
D.	Extra Duty Assignments	9
E.	Lunch Periods	9
F.	Preparation Periods	9
G.	Board Rights	9
ARTICLE V	EMPLOYEE EVALUATION	
A.	Procedure	10
B.	Explanation of Procedure	10
C.	Advance Notice	10
D.	Evaluation Conferences	10
E.	Evaluation File	11
ARTICLE VI	REDUCTION OR REALIGNMENT	
A.	Criteria	12
B.	Procedure	12

ARTICLE VII WAGES AND SALARIES
A. Pay Schedules 14
B. Placement on Salary Schedule 14
C. Advancement on Salary Schedule 15
D. Method Payment 15
E. Transportation 16

ARTICLE VIII HEALTH PROVISION
A. Frequency of Examination 17
B. Reimbursement for Physicals 17
C. Availability of Physical Report 17

ARTICLE IX INSURANCE
A. Employee Eligibility 18
B. Employee Coverage 18
C. Dependent Coverage 18
D. Cash Equivalent Option 18

ARTICLE X TRANSFER PROCEDURES
A. Definition 20
B. Notification of Vacancies 20

ARTICLE XI COMPLIANCE CLAUSE AND DURATION
A. Compliance Between Individual Contract and Comprehension Agreement 21
B. Separability 21
C. Notice 21
D. Printing Agreement 21
E. Duration Periods 21
F Signature Clause 22

ARTICLE XII PHASE I, II, III -- H.F. 499
A. Phase I and Phase II 23
B. Phase III 23

ARTICLE XIII BEGINNING TEACHER MENTORING AND INDUCTION PROGRAM 24

FORMS AND SCHEDULES
Form A Grievance Report 25
Form B Dues Deduction 27
Schedule A Negotiated Base Salary Schedule 30
Schedule A Salary Schedule (WITH PHASE I,II) 31
Schedule B Supplemental Pay Schedule 32

STEP	BA	BA+15	BA+30	MA	MA+15
1	22963	23767	24570	25374	26178
2	23767	24570	25374	26178	26982
3	24570	25374	26178	26982	27785
4	25374	26178	26982	27785	28589
5	26178	26982	27785	28589	29393
6	26982	27785	28589	29393	30196
7	27785	28589	29393	30196	31000
8	28589	29393	30196	31000	31804
9	29393	30196	31000	31804	32607
10	30196	31000	31804	32607	33411
11	31000	31804	32607	33411	34215
12	31804	32607	33411	34215	35019
13	32607	33411	34215	35019	35822
14	33411	34215	35019	35822	36626
15	34215	35019	35822	36626	37430
16		35822	36626	37430	38233
17				38233	39037