Nodaway Valley CSD Nodaway Valley EA 7/1/2005 6/30/2007

NODAWAY VALLEY CSD/EA 05-07

MASTER CONTRACT

Between the
NODAWAY VALLEY COMMUNITY SCHOOL DISTRICT
and the
NODAWAY VALLEY COMMUNITY EDUCATION ASSOCIATION

For the School Years
2005-2006
2006-2007

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PREAMBLE

The **Nodaway Valley Community School District** (District) and the **Nodaway Valley Education Association** (Association) recognize their mutual obligation to provide a quality education for the students of the district. The parties have reached certain understandings which we confirm in this Agreement as follows:

ARTICLE 1: RECOGNITON

1.1 UNIT:

The District recognizes the Association as the sole and exclusive bargaining representative of the following described employees of the District, as specified in Public Employment Relations Board Case Number 6127. The unit described in the above certification is as follows:

INCLUDED: All professional employees of the District including the teaching staff, special reading, learning disability, counselor, librarians, coaches.

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

1.2 DEFINITIONS

(1) The term "Board" or "employer", as used in this agreement, shall mean the Board of Education of the Nodaway Valley Community School District or its duly authorized representatives.

(2) The term "employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined in Section 1.1.

(3) The term "Association", as used in this agreement, shall mean the Nodaway Valley Education Association or its duly authorized representatives or agents.

- Side letter agreement covering two points:

  1. The NVEA doesn't represent non-bargaining unit employees.
  2. The District will not pay non-unit employees (e.g. non-teaching coaches) above amounts specified in schedule D for performing that work.

ARTICLE 2: GRIEVANCE PROCEDURE

2.1 DEFINITIONS

(1) A "grievance" is defined as a complaint of an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

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

(3) "Days shall mean employee work days. During the months of June, July, and August "days" shall mean the work days of any employee of the District.

2.2 INDIVIDUAL RIGHTS:

Every employee covered by this Agreement shall have the right to file grievances in accordance with these procedures.

2.3 TIME LIMITS:

The failure of an employee, or the Association, to act on any grievance within the prescribed time limits shall bar any further appeal. The District's failure to give a decision within the prescribed time limits shall permit the grievant to move to the next procedural step. The time limits, however, may be extended by mutual agreement. Such mutual agreement shall be in writing.

2.4 RIGHT TO REPRESENTATION:

(1) A grievant may be represented at all pre-arbitration stages of this procedure by himself-herself or by an Association representative. It is agreed that any investigation or other handling or processing of any grievance at Steps 1 and 2 shall be conducted on employees' non-working hours.

(2) Class grievance involving more than one supervisor and grievances involving an administrator above the building level may be filed at Step 2 of the procedure.

2.5 PROCEDURE

(1) STEP 1: An attempt should be made to resolve any grievance in informal discussion between the aggrieved employee and the employee's immediate supervisor. If the grievance remains unresolved, but within fifteen (15) days following the act or condition which is the basis of the complaint, the grievant shall present the grievance in writing to his/her immediate supervisor, who will, within five (5) days, arrange for a meeting to take place. The written grievance shall state the nature of the grievance, shall specify the clause or clauses pertaining to the grievance, and shall state the remedy requested. The supervisor shall provide all participants with a written answer to the grievance within five (5) days after the meeting. If the grievance is denied the answer shall include the reasons upon which the decision was based.

(2) STEP 2: If the grievant is not satisfied with the disposition of the grievance at Step 1 the grievance may be referred to the Superintendent or his designee. Such notice shall be in writing and shall be forwarded to the Superintendent within ten (10) days from the receipt of the immediate supervisor's disposition of the grievance. The Superintendent shall arrange for a meeting with the grievant and the Association to take place within ten (10) days of his receipt of the appeal. The Superintendent shall issue a written answer to the grievance to the aggrieved employee and the Association within ten days after such meeting. If the grievance is denied, the written answer shall include the specific reasons for such denial.

(3) STEP 3: If the grievance is not resolved in the preceding steps, the Association, within ten (10) days of the receipt of the Superintendent's written answer, may submit the grievance to arbitration. Such submission shall be accomplished by written notice to the Superintendent.

2.6 ARBITRATION

(1) A request for a list of five (5) arbitrators will be made to the Federal Mediation and Conciliation Service (FMCS). The two parties will alternately strike one name at a time from the list until only one name remains. The remaining person shall be the arbitrator.

(2) The arbitrator shall hold a hearing promptly at a mutually agreed to time and place. The arbitrator's decision shall be in writing, and shall set forth his/her findings of fact, reasoning, and conclusions on only the issue(s) submitted, on all questions of procedural arbitrability, and shall state the appropriate remedy(ies) to the grievance. The arbitrator, in his/her award, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement, nor shall he/she have any authority to displace the District's exercise of discretionary judgment on matters reserved to it by this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her, and his/her decision must be based solely upon his/her interpretation of meaning or application of the relevant language of the Agreement. The written decision shall be mailed to the parties within thirty (30) days of the conclusion of the hearing. The arbitrator's decision, within the limitations above, shall be final and binding upon the parties.

(3) Expenses for the arbitrator's services shall be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

2.7 No reprisals of any kind will be taken by the Board or the school administration against any teacher because of participation in this grievance procedure.

2.8 Forms for filing grievances are attached to this document as Appendix A

ARTICLE 3: RIGHTS

3.1 Each employee shall have the right to join and support the Association and to engage in lawful concerted activities for mutual aid and protection, and to refrain from such activities. Neither the District nor the Association shall interfere with, coerce, or discriminate against any employee because of the exercise of such rights.

3.2 The rights granted to the Association by this Agreement shall not be granted to any other group claiming to be a teacher's organization.

3.3 The Association may request from the Superintendent the use of the District's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall pay the normal charges, if any, for all facilities, equipment and materials used.

3.4 The Association shall have the right to post notices of Association meetings, its elections and the results thereof, its social or educational activities, and other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement, but not in areas open to students or to the general public. The Association shall have the right to use the District's school mail system and e-mail system for the distribution of such communications, provided a copy of any such communication is given to the District's Superintendent.

3.5 EMPLOYER RIGHTS

(1) The parties understand and agree that the Employer shall have the exclusive right to:

a. Direct the work of its employees
b. Hire, promote, demote, transfer, assign, and retain employees
c. Suspend or discharge employees for proper cause
d. Maintain the efficiency of its operations
e. Relieve employees from duties because of lack of work or for other legitimate reasons
f. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
g. Take such actions as may be necessary to carry out the mission of the Employer.
h. Initiate, prepare, certify, and administer its budget
i. Exercise all powers and duties granted to the Employer by law.

(2) LIMITATIONS:

The rights, powers, authorities and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE 4: DUES DEDUCTION

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

4.2 Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

4.3 Employees who begin employment or NVEA membership after the start of the school year shall have option to have the total dues prorated on the basis of the remaining months of employment through June.

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

4.5 OTHER DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurances, or any other plans or programs mutually agreed to by the Board and the Association.

4.6 The Association agrees to indemnify and hold the Board harmless against any claim issued against the Board because of implementation of this Article. Such indemnification shall be strictly limited to a sum no larger than the sum of money actually found to have been improperly transmitted to the Association.

ARTICLE 5: SENIORITY

5.1 DETERMINATION

(1) Seniority, for employees working more than forty (40) percent, will be computed from an employee's last date of hire in the bargaining unit. Seniority will continue to accrue during all paid leaves of absence, and for layoff caused by any staff reduction.

(2) Seniority, for employees working less than forty (40) percent, will be computed from the employee's last date of hire in the bargaining unit and on a prorata basis. Seniority will continue to accrue during all paid leaves of absence, and for layoff caused by any staff reduction.

(3) Seniority, for all employees, will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority.

(4) When seniority is equal between or among employees, ranking of those employees shall be determined by the dates employees' contracts were signed

5.2 APPLICATION OF SENIORITY

The terms "qualified" in Article 13 and "qualifications" in Article 14 shall include, but not be limited to Department of Education certifications, education, teaching experience and performance evaluations. Seniority shall govern in the selection of employees for staff reduction unless employees' qualifications are not relatively equal, in which case a junior employee may be given preference.

5.3 On or before September 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each member of the bargaining unit, their area of certification and courses taught. The Superintendent will, thereafter, promptly notify the Association of any changes in said list.

5.4 Employees of the Greenfield School District and the Bridgewater-Fontanelle School Districts shall maintain their accrued seniority after the formation of the Nodaway Valley School District.

ARTICLE 6: EMPLOYEE HOURS

6.1A The workday shall consist of no more than seven and five-sixths (7 5/6) consecutive hours per day. The workday shall begin no earlier than 8:10 A.M., when employees will be at work stations within their assigned attendance center and available to assist students and shall end no later than 4:00 P.M., unless other arrangements have been made with the approval of the building principal. Employees covered by this agreement will be allowed to leave the building at 3:30 P.M. on Fridays. On days preceding holidays and/or vacation periods, or on day of inclement weather, the workday shall end immediately after the departure of the students from the individual attendance centers provided that supervision of remaining students has been arranged.

6.1B When involved in either collaborative consultation, study groups, student supervision duties, or teaching early or late class, employees will have the ability to work flexible hours equal to 7 5/6 consecutive hours as stated in 6.1A by coming in early or staying late within five (5) working days. Prior approval by the building principal must be obtained when giving notification as to the exact date of such an occurrence. With the individual employee's approval, an employee who teaches an early or late class may be assigned to a split shift consisting of seven and five sixth (7 5/6) work hours per day.

6.2 Employees working less than full time shall work consecutive hours mutually agreed by the employee and the employer.

6.3 All employees shall have a duty free lunch period of at least thirty (30) consecutive minutes except when on assigned non-teaching supervision duty. Such non-teaching supervision duty will be assigned equally, so far as is practicable.

6.4 Full time employees shall be provided the following minimal daily preparation time:
Between the hours of 8:25 a.m. and 3:30 p.m.

High School and Middle School - 1 block every other day and one-half (1/2) block on the other day.

Elementary School - forty (40) minutes.

6.5 Employees leaving the building during their regularly scheduled duty free lunch period must sign out at the office.

6.6 Employees covered by this Agreement may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s).

6.7 Employees covered by this Agreement may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings not to exceed one (1) per month. Such meetings shall begin no earlier than 7:45 a.m. or run no later than 4:30 p.m. Meetings shall not be called on Fridays or the day immediately preceding holidays, recesses, or vacations, or when school is dismissed early due to inclement weather.

6.7A The purpose of this side letter is to address the need for more staff meeting time to work on professional development and curriculum. Rather than change contract language, the NVEA and NV School Board have agreed to modify Article 6.7 for the 2005-2006 and 2006-2007 school year as follows:

Employees covered by this Agreement may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings not to exceed two (2) per month. These meetings shall begin no earlier than 7:45 or run no later than 4:30 p.m. Meetings shall not be called on Fridays or the day immediately preceding holidays, recesses, or vacations, or when school is dismissed early due to inclement weather.

6.8 Employees covered by this Agreement shall be allowed to leave their building at the close of the student day when the employee's participation at a subsequent school sponsored activity later in the day is required.

ARTICLE 7: WAGES AND SALARIES

7.1 SCHEDULE

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

7.2 PLACEMENT ON SCHEDULE

(1) Each employee shall be placed on his/her proper step of the salary schedule based on the previous year's individual contract, as of the effective date of this Agreement.

(2) The District may discretionarily grant salary schedule experience credit for previous outside teaching experience in a duly accredited school upon initial employment.

7.3 ADVANCEMENT ON SCHEDULE

(1) Employees shall be granted one (1) vertical increment on the salary schedule for each year of teaching experience until they reach the maximum step on their educational lane. A year of service consists of employment in the Nodaway Valley Community School District for one hundred twenty (120)

teaching days or more in one school year. Employees may be held on salary for just cause.

(2) Employees who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall complete an application for horizontal advancement and file it with the Superintendent by the second Friday in May and submit a complete transcript of all credits earned prior to September 1, to the Superintendent by the start of the school year or as soon as received from the Institution the employee attended but no later than October 15. For advancement beyond the BA lane all hours must have been earned after the bachelor's degree was conferred. All hours must be graduate hours. For placement on the MA lane all hours must be in the employee's assigned teaching field. However, once placed on the MA lane employees shall remain on the MA lane regardless of subsequent assignment.

7.4 METHOD OF PAYMENT

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) day of each month. When a pay day falls on an observed holiday, vacation or weekend, employees shall be paid on the last previous workday. Payment may be by direct deposit. Summer checks may be by direct deposit or may be mailed to the address provided by the employee.

7.5 DEVIATIONS

(1) The salary schedule is based upon a one hundred and ninety (190) day work year. Any employee who is offered and accepts an assignment beyond the defined work year will be paid one one-hundred ninetieth (1/190th) of his/her scheduled salary for each additional day of employment.

(2) An employee who works part time shall be paid according to the fractional part of the regular instructional day that he/she is contracted to work.

(3) Side Letter Agreement for 2005-2006 ande 2006-2007
Should the employer wish to add days to the normal contract year, or should additional days be required in order to comply with any mandated additional days to the normal contract year, such days will be paid to each employee on a per diem basis calculated from the employee's total annual contracted salary.

(4) For 2005-2006 the hiring base was increased from $24,500 to $27,500. Teacher Quality Funds were used. Depending upon implementation of this change, teachers receiving a Schedule C salary above this hiring base will receive an additional $76 per year.

7.6 An employee shall be permitted to resign from his/her contract provided that a written notice is given to the Superintendent not later than May 31. Resignation after such date will be accepted when a suitable replacement has been secured, the employee paying the actual cost of newspaper advertisements.

7.7 The mandatory components of the Phase III plan will be negotiated with the NVEA.

7.8 Each employee may apply to receive all or any part of his/her earned, contracted salary on the last pay period of the in-school work year, subject to the availability of funds. Criteria for availability will be that the District will not have to borrow funds through August 20 of that year if the total of the individually requested salary payments are made in June.
With the April paycheck/pay stub the District will provide an application to submit if the employee wishes to have his/her July and August paychecks included with his/her June paycheck.

7.9 The principal may request, upon mutual agreement, a contracted teacher to substitute for another contracted teacher (such as when a regular substitute cannot be acquired). The substitute contracted teacher will be compensated at the rate of $12.50 per hour. The first 30 to 60 minutes will be considered an hour, with time after that initial 60 minutes compensated at the hourly rate in 15 minute intervals. Substituting for another teacher for a time period less than 30 minutes total will not be compensated. A teacher serving as a substitute will document his/her time and submit the information to the building principal. It will be understood that this pay will be in addition to the teacher's normal daily compensation.

ARTICLE 8: SUPPLEMENTAL

8.1 Extra-curricular activities listed in Appendix D are official school sponsored activities, covered by school insurance.

8.2 Employee participation in extra-curricular activities shall be as governed by law and shall be compensated according to the rate of pay in Appendix D, which is attached hereto and made a part thereof.

8.3 Employees who are required to use their personal vehicles in the performance of their duties on field trips or on other business of the District, including traveling between buildings on a regular basis, shall be paid the $.28 per mile. The Board shall provide adequate liability insurance protection for employees when their personal motor vehicles are used as provided in this section. The terms of the liability insurance policy shall provide a minimum of medical coverage for all authorized occupants of the vehicle, one million (1,000,000) dollars liability coverage, complete comprehensive coverage and uninsured motorist coverage.

8.4 Employees shall have the right to accept or reject the supervision of student teachers.

8.5 Compensation for Fiber Optics and Distance Learning (ICN)

A. Secondary Employees who are assigned more than six (6) pupil-teacher contact periods on a regular basis in the block eight (8) two day schedule will be paid one eighth of the per diem rate of his/her salary schedule base salary for the additional workload.

B. Irregular Additional Periods - A secondary employee who is assigned an extra pupil-teacher contact period on an irregular basis shall be compensated at the hourly per diem rate of his/her salary schedule base salary for the additional workload on that duty.

C. Extra Professional Services - When employee is requested to be present before or after the regular workday, or on regular non work days, to attend meetings and other school-related activities or to consult or confer with

students as a result of teaching fiber optics classes and the employee agrees to do so, he/she shall be compensated the hourly per diem rate of his/her salary schedule base salary. There shall be no discrimination against any employee who refuses overtime (ie - extended time) or overload.

D. Weekend and/or Holiday Services - Employees will be paid their per diem rate of his/her salary schedule base salary for those services.

ARTICLE 9: INSURANCE

9.1 HEALTH AND MAJOR MEDICAL AND LONG TERM DISABILITY

The district shall provide long term disability (LTD), and up to four hundred forty dollars (440) per month toward each individual employee's health and major medical for full time employees' and a prorated share for covered part time employees. This must be identical to the current coverage unless the NVEA and the District mutually agree to a change in the coverage and/or carrier to either the Health and Major Medical or the Long Term Disability policies.

9.2 DESCRIPTIONS

The Board shall provide each employee a description of the health insurance coverage provided herein within ten (10) days of the date of employment and thereafter when changes occur, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of application and enrollment meetings.

9.3 COVERAGE

The Board provided insurance program shall be for twelve (12) consecutive months, effective September 1. It shall also be in effect in July and August, 2001.

9.4 CONTINUATION

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

9.5 SCHOOL LIABILITY

All employees shall be covered by a school financed liability insurance plan covering job related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board paid auto liability insurance.

9.6 SELECTION OF CARRIERS

All insurance program carriers shall be selected jointly by the Board and the Association and shall remain carriers until mutual agreement to change carriers is reached between the Board and the Association.

ARTICLE 10: EVALUATION

10.1 Within four (4) weeks after the beginning of the school year, employees shall be acquainted by a member of the administrative staff with the evaluation criteria and tool to be used in all employee evaluations. If an employee is not available during the first four weeks, the employee will be acquainted within four weeks of the employees return.

10.2 BEGINNING TEACHERS

(1) The classroom teaching performance of regular first and second year employees covered by this agreement shall be observed a minimum of three times each school year. At least one observation will be conducted in each semester. The observer will be expected to be in the classroom for a minimum of thirty (30) uninterrupted minutes in at least one classroom observation. Additional observations may be conducted at the discretion of the administrator. third year teachers whose probationary period has been extended will be observed with the same guidelines as first and second year teachers.

(2) A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and two. The evaluator and the beginning teacher will meet at least once each semester to review artifacts in the portfolio, identify criteria which have been documented, and discuss additional artifacts needed.

(3) The evaluator and beginning teacher recommended for licensure will meet before the end of the First Quarter of the following school year to cooperatively design an individual professional career development plan.

10.3 CAREER TEACHERS

(1) Newly hired career teachers shall be observed at least twice in their first year working in the district. After the first year in the district, the newly hired career teacher shall be placed on the rotation schedule for formal evaluation of career teachers.

(2) Career teachers shall be formally evaluated at least once every three years. This formal evaluation shall consist of at least two classroom observations and a summative conference. Additional observations may be conducted at the discretion of the administrator.

10.4 Individual Career Development Plans

(1) Each teacher will develop an individual or team Career Development Plan. Each teacher shall meet with the responsible evaluator by October 1. The evaluator will meet with the teacher to review the plan, and jointly modify the plan as needed. The principal will be responsible for final approval of the plan. The teachers and evaluator will all have a copy of the plan.

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

(3) A written review of the progress should be submitted by the team or individual to the responsible evaluator by May 1. This shall be followed by an annual conversation with the teacher's evaluator to reflect on progress of the career development plan.

(4) Each teacher shall submit a draft of his/her updated career development plan to the responsible evaluator on or before the last contracted work day of the school year.

10.5 Each employee shall have only one (1) evaluation file. Said file shall be open for the employee's inspection and shall be the only file used by the school district for the evaluation of said employee. Each employee has the right to copy all contents of his/her file.

10.6 Complaints directed toward an employee which are to be placed in the employee's evaluation file shall be called to the employee's attention at the time said complaint is placed in file.

10.7 The employee has the right to respond in writing and to have such written response placed in his/her evaluation file within fourteen (14) calendar days from the date of the summative conference. The response shall be attached to the appropriate document on the evaluation tool. The employee will be notified of this timeline on the valuation tool..

ARTICLE 11: LEAVES

11.1 SICK LEAVE

Each employee shall be entitled, on the first day of work each year, to the following number of sick leave days per year, for purposes of his/her illness, injury, or temporary disability, up to five (5) days per year of which may be used for that of his/her immediate family (defined, for purposes of this section as the employee's parent, step-parent, spouse, children, step-children, or father/mother in-law).

First year of employment	ten (10) days
Second year of employment	eleven (11) days
Third year of employment	twelve (12) days
Fourth year of employment	thirteen (13) days
Fifth year of employment	fourteen (14) days
and Sixth and subsequent years of employment	fifteen (15) days

Unused sick days shall accumulate to a maximum of ninety days (90) to which shall be added the current years sick leave entitlement.

(2) Sick leave may be used in increments of one-half (1/2) day units.

(3) The District shall have the right to verify the illness or injury by requiring whatever proof it deems appropriate. The District reserves the right to require a medical examination by a licensed physician, of its choice, in the event of an extended illness or injury. All additional costs to the employee because of such District requests shall be paid by the District.

(4) A record of each employee's sick leave shall be maintained in the District's office and each employee shall be provided a statement of accumulated sick leave on the first workday of each school year. The failure of an employee to protest the correctness of such recorded amount by October 1 waives further protest over that part of the employee's sick leave records.

(5) An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of the school year.

(6) Exceptions to the number of sick leave days that can be used for family illness can be granted by majority vote of a yearly committee made up of three Association members, one Board member, the Superintendent, and the building Principal involved. Application can be made after the present five days have been used. A decision will be made within 24 hours after application for extended time. The available time would be determined from the maximum accumulated days plus any available for that current year and could include any or all available days. Family is defined for the purposes of this sub-section as the employee's parent, step-parent, spouse, children, step-children, or father/mother in-law.

Exceptions to the number of family illness days can also be granted at the cost of substitute pay by majority vote of this same committee. Application can be made after exhausting personal days. A decision will be made within 24 hours after application for extended time. The available time would be determined from the maximum accumulated days plus any available for that current year and could include any or all available days. Family is defined for the purposes of this sub-section as the employee's brother, step-brother, sister, step-sister, grandparents, grandchild, or spouses' father, mother, brother, sister, or grandparent.

(7) HEALTH RELATED APPOINTMENTS Employees may be entitled to arrive late or depart from school early for health related appointments for themselves, or those of their spouse or minor children, upon prior approval of Supervisor.

11.2 PERSONAL LEAVE

Two (2) days of personal leave with full pay may be taken for any reason, the importance of which the employee feels in his/her sole judgment, exceeds the importance of his/her duties at school. Two (2) days of personal leave may be taken with deduction in pay at the rate of substitute pay. Seven (7) school days advanced notice to the employee's immediate supervisor is required, except in emergencies. Personal leave may not be used preceding or following holidays or vacations, or in-service or parent teacher conference days or when such leave will disrupt the District's educational program. If no personal days are used, one (1) day may be brought forward giving a total of three (3) days for the following year, not to accrue more than three (3) days total. Once a personal day is taken, the number of personal days will revert to two (2) for the following year.

11.3 JURY AND LEGAL

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

11.4 ASSOCIATION

Up to four (4) days composite shall be available for the Association to attend to professional ISEA business. This shall be paid leave; however, the Association will reimburse the District the cost of any substitute(s) hired because of this leave.

11.5 PROFESSIONAL

Employees shall be permitted to attend professional meetings or workshops upon prior application to and approval by the Superintendent. The District shall reimburse the employee for any approved fees, mileage, meals or hotel/motel expenses for such approved leave.

11.6 BEREAVEMENT

An employee shall be granted no more than five (5) working days leave of absence with pay per occurrence for the death of the employee's spouse, child, stepchild, parent or step-parent. An employee shall be granted no more than five (5) working days leave of absence with pay per school year for the death(s) of the employee's brother, sister, grandparent or grandchild, step-grandchild, step-brother, step-sister, son-in-law, daughter-in-law or his/her spouse's father, mother, brother, sister, or grandparent. An employee may take one (1) day of bereavement leave per year, with pay, for the death of a close friend or less immediate relative that may be taken and accrued in hourly increments.

11.7 MILITARY

Leave of absence shall be granted for any period of active state or federal military service in accordance with applicable federal and state law.

11.8 ADOPTION LEAVE

Up to twenty days paid leave per twelve month period will be granted to any employee for the adoption of a child. This leave shall extend no longer than 20 contract days (excluding Holidays and vacations) after the delivery of the adoptive child to the adoptive parent. The employee must notify the principal as soon as possible before the commencement of the leave. In the event that both parents are employees, such leave shall not exceed twenty days in total.

11.9 LEAVE FOR PUBLIC OFFICE

A leave of absence, without pay, not to exceed two (2) years shall be granted to any employee, upon application, for the purpose of service in a public office. This leave may also be granted to the employee in part-year increments. Extensions of this leave may be made by mutual agreement between the employee and the Board.

11.10 GOOD CAUSE

Other temporary or extended leaves of absence, without pay, may be granted by the Board for good causes.

ARTICLE 12: HOLIDAY AND VACATIONS

12.1 All members of the bargaining unit shall be entitled to the following five (5) paid holidays:

(1) Labor Day
(2) Thanksgiving Day
(3) Christmas Day

(4) New Year's Day
(5) Memorial Day (when school is still in session)
No employee shall be required to perform duties on any of the above holidays.

12.2 All members of the bargaining unit shall receive the following unpaid vacation periods:
(1) Thanksgiving vacation: (the Friday following Thanksgiving Day)
(2) Winter Vacation which shall begin no later than:
December 23 through January 2
(3) Spring vacation shall be the Friday before Easter, plus three (3) consecutive days. The superintendent will recommend the dates for spring vacation to the Nodaway Valley Board of Education based upon staff input.

ARTICLE 13: TRANSFERS

13.1 VOLUNTARY TRANSFERS

Employees desiring a transfer to an open position in a different building, subject area or grade level may submit written requests to the Superintendent within 14 days of a position opening in the district. An open position is a permanently unoccupied position as defined by the employer. A realignment of employees in the context of a reduction in staff is not a transfer. If the employee is qualified for the position, he/she will be given consideration along with other qualified candidates. The district will post openings in each building lounge and notify staff via electronic mail. Staff members that request notification in the U.S. Mail on the end of the year forms will be notified in that manner.

13.2 REASSIGNMENT

Reassignment of employees may be made by the district for the efficient operation of the system and to meet program and/or instructional needs. Notice of reassignment will be provided by June 1, unless a resignation occurs within 14 days prior to June 1.

13.3 Transferred employees will be notified of the reason(s) therefore and at the employee's request, shall be entitled to a meeting with his/her immediate supervisor to discuss such reasons.

ARTICLE 14: STAFF REDUCTION

14.1 When there will be a staff reduction, all employees, including those on extended leave of absence, shall be considered. The District shall accomplish staff reduction by normal attrition. In the event the same cannot be accomplished by attrition, staff reduction shall be governed by employee's seniority and qualifications, as set forth in Article 5 of this Agreement.

14.2 RECALL

(1) If there is a vacancy in a bargaining unit position, reduced employees will be recalled according to seniority and qualifications, as set forth in Article 5 of this Agreement.

(2) Notice of recall will be given by telegram or registered mail to the last address given to the Board by the employee. If an employee fails to respond within ten (10) days after

receipt of the above notice of recall the employee will be deemed to have refused the position offered.

(3) An employee who is laid off will remain on the recall list for one (1) year after the effective date of layoff unless the employee waives recall rights in writing.

14.3 BENEFITS

(1) All benefits to which an employee was entitled at the time of his layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

(2) An employee while laid off shall retain previously accrued seniority, for all contractual purposes and shall have the right to file grievances.

ARTICLE 15: HEALTH AND SAFETY

15.1 PHYSICAL FITNESS - NEW EMPLOYEES

The employer shall pay forty-five (45) dollars toward employees' examination required to provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

15.2 PHYSICAL FITNESS - CONTINUING EMPLOYEES

The employer shall pay forty-five (45) dollars toward the employee's examination and/or needed x-rays periodically required to provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness.

15.3 MEDICATION AND MEDICAL FUNCTIONS

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

15.4 STUDENT DISCIPLINE

The Board recognizes the right of employees to defend themselves or students when the safety of either or both is threatened.

15.5 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.

ARTICLE 16: DURATION

16.1 INDIVIDUAL EMPLOYMENT CONTRACTS:

All individual employment contracts between the employee and the District shall be in accordance with law and in the event any such individual contract is inconsistent with this Agreement, this Agreement shall be controlling.

16.2 SEPARABILITY

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

16.3 REPRODUCING AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board, and the Board shall provide the Association with twenty (20) additional copies.

16.4 NOTICES

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

(1) If by Association, to Board at 410 Northwest Second, Greenfield, Iowa 50849

(2) If by Board, to Association President at his/her home address

16.5 DURATION PERIOD

(1) The language portion of this agreement shall be effective as of July 1, 2005 and shall remain in effect until June 30, 2007.

(2) The money portion of this agreement as set forth in Appendix C and C-D and Article 9: Insurance shall be effective as of July 1, 2005 and shall remain in effect until June 30, 2006.

(3) Exception: Article 10: Evaluation may be reopened at the request of either the NV Board or the NVEA. Other items may be opened at any time by mutual agreement.

(4) This agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted.

16.6 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 26th day of May, 2005.

Nodaway Valley Education Association

By _____
Co President

By _____
Co President

By _____
Chief Negotiator

Nodaway Valley Community School District Board of Education

By _____
President

By _____
Chief Negotiator

GRIEVANCE REPORT APPENDIX A

_____ Date Filed _____

Nodaway Valley Community School District

_____ Building

Distribution of Forms

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

_____
Name of Aggrieved Person

****

STEP 1

A. Date Violation Occurred _____

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

C. Statement of Grievance * _____

_____

D. Relief Sought* _____

_____

_____
Signature Date

E. Disposition of Principal or Immediate Supervisor * _____

_____

_____

_

_____
Signature Date
or Immediate Supervisor

****

STEP 2

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

B. Disposition by Superintendent or Designee* _____

_____

_____

_____
Signature Date
of Superintendent or Designee

STEP 3

A. _____ _____

Signature of Aggrieved Person | Signature of Association President

B. _____ _____

Date Submitted to Arbitration | Date Received by Arbitrator

C. Disposition and Award of Arbitrator *

_____

_____

_____

Signature of Arbitrator | Date

*If additional space is needed, attached additional sheet.

_____

NOTE: All provisions of Article 2 of the Agreement, Dated _____

20 _____, shall be strictly observed in the settlement of grievances.

DUES DEDUCTION AUTHORIZATION FORM APPENDIX B

*To all NVEA Members:

If you are interested in the payroll deduction plan, you must sign up before September _____, 2005.

Please act now if you want your dues deducted monthly from your paycheck.

Be sure to hand in your membership with this agreement.

****

NODAWAY VALLEY COMMUNITY SCHOOL SECRETARY:

I, _____, hereby authorize you to deduct equal monthly payments for ten (10) months (_____ school year) from this total $ _____, payable to the Nodaway Valley Community Education Association.

Signature _____

Date _____

** Refer to Article 4.4

APPENDIX C
Salary Schedule
2005-2006 School Year

BA BASE	**$21,960.00**	
BA + 10	**$22,210.00**	
BA + 20	**$22,460.00**	
MA	**$23,160.00**	
CI	**$ 2,428.00**	**$550 plus 4% BA Base**

PERCENT	STEP	BA	BA+10	BA + 20	MA
	1	21,960	22,210	22,460	23,160
5.00	2	23,058	23,320	23,583	24,318
5.00	3	24,211	24,487	24,762	25,534
5.00	4	25,421	25,711	26,000	26,811
5.00	5	26,693	26,996	27,300	28,151
5.00	6	28,027	28,346	28,665	29,559
5.00	7	29,429	29,764	30,099	31,037
4.50	8	30,753	31,103	31,453	32,433
4.50	9	32,137	32,503	32,868	33,893
4.00	10	33,422	33,803	34,183	35,248
4.00	11	34,759	35,155	35,550	36,658
4.00	12	36,149	36,561	36,972	38,125
4.00	13			38,451	39,650
4.00	14				41,236
1,427 CI		38,578	38,989	40,880	43,664

STATE MANDATE DICTATES -

All full time certified staff must receive a minimum of $23,000.

Furthermore, all returning full time certified staff shall receive a minimum raise of $250.

APPENDIX C-D
Supplemental Salary Schedule
2005-2006 School Year

ASSIGNMENT	PERCENTAGE OF BA		BA BASE = $21,960.00
HIGH SCHOOL ACTIVITIES	**Steps 1, 2, 3**	**Steps 4, 5, 6**	**Steps 7+**
HEAD Cross Country	9% = $1976.	10.5% = $2306.	12% = $2635.
HEAD Football	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Basketball	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Wrestling	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Soccer	9% = $1976.	10.5% = $2306.	12% = $2635.
HEAD Baseball	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Softball	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Volleyball	10% = $2196.	11.5% = $2525.	13% = $2855.
HEAD Track	9% = $1976.	10.5% = $2306.	12% = $2635.
HEAD Golf	9% = $1976.	10.5% = $2306.	12% = $2635.
Cheerleading Sponsor - FB, BB & WR	3% = $659.		
Assistant Football	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Basketball	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Wrestling	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Soccer	4% = $878.	5.5% = $1208.	7% = $1537.
Assistant Volleyball	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Track	4% = $ 878.	5.5% = $1208.	7% = $1537.
Assistant Baseball	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Softball	5% = $1098.	6.5% = $1427.	8% = $1757.
Assistant Golf	4% = $ 878.	5.5% = $1208.	7% = $1537.
Football Scouting & EMT	5% = $1098.	5.7% = $1252.	6.5% = $1427.
Strength Coach	5% = $1098.	6.5% = $1427.	8% = $1757.
Summer Band	10% = $2196	11.5% = $2525.	13% = $2855.
Band	10% = $2196.	11.5% = $2525.	13% = $2855.
Vocal Music	10% = $2196.	11.5% = $2525.	13% = $2855.
Newspaper	4% = $ 878.	5% = $1098.	6% = $1318.
Technology Advisor	5% = $1098.	7% = $1537.	9% = $1976.
Yearbook	5% = $1098.	7% = $1537.	9% = $1976.
Speech - Contest	3.5%= $ 769.	5% = $1098.	6% = $1318.
All School Play	3% = $ 659.	4% = $ 878.	5% = $1098.
Junior-Senior Banquet & Prom	3% = $ 659.	4% = $ 878.	5% = $1098.
Concessions	3% = $ 659.	3.5% = $ 769.	4% = $ 878.
Vocational Agriculture	$1,500.	$1,600.	$1,700.
Lead Team	$658.	$658.	$658.
Future Business Leaders of America	3.5%= $ 769.	5% = $1098.	6% = $1318.
MIDDLE SCHOOL ACTIVITIES			
HEAD Cross Country	4% = $ 878.	5% = $1098.	6% = $1318.
HEAD Football	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Basketball	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Wrestling	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Track	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Volleyball	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Baseball	5% = $1098.	6% = $1318.	7% = $1537.
HEAD Softball	5% = $1098.	6% = $1318.	7% = $1537.
Assistant Coaches	3% = $ 659.	4% = $ 878.	5% = $1098.
Chaperone	2% = $ 439.	3% = $ 659.	4% = $ 878.
Band	5% = $1098.	6% = $1318.	7% = $1537.
Vocal	5% = $1098.	6% = $1318.	7% = $1537.
Cheerleader Sponsor	2% = $ 439.	3% = $ 659.	4% = $ 878.

Head Coaches will receive experience credit if moved to an Assistant Coaching position in the same sport.