NORTHEAST CSD / EA 06-07

2006 – 2007

MASTER CONTRACT

BETWEEN THE

NORTHEAST COMMUNITY

SCHOOL DISTRICT

AND THE

NORTHEAST COMMUNITY

EDUCATION ASSOCIATION

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ARTICLE I

GREIVANCE PROCEDURE

1.1 An employee or the Association may grieve any complaint as hereafter provided. Such a complaint is styled a "grievance." The one grieving is styled the "grievant."

A. If a grievance involves employees from all buildings, then the association may commence processing the grievance at Step 3. The parties will endeavor to consolidate for processing multiple grievances arising out of the same misunderstanding.

1.2 (Step 1) A grievant may grieve in accordance with the following procedure:

A. The grievant shall attempt to resolve any grievance by an informal discussion between the grievant and the Building Principal or his/her designee for such purpose. If the grievant so requests, the appropriate Association representative may participate in the informal discussion. If the Principal so desires, others may participate in the informal discussion. All grievances must be so presented within twenty (20) working days (twenty [20] week days if the period described by work days would include summer vacation) of the date on which the employee first knew or could reasonably have known of the occurrence of the event giving rise to the grievance provided, however, that if a violation which may be said to have been repeated from day to day, such as failure to pay an appropriate wage rate or acts of a similar nature, excepting any violation of Article III, then the event shall be deemed to occur continually during such violation, but the District shall not be liable monetarily for the period beginning after the twentieth (20th) working day (twenty [20] week days if the period described by work days would include summer vacation) after the first (1st) day of such violation and ending on the day the grievance is presented.

1.3 (Step 2) If the grievance is not resolved informally, then:

A. The grievant shall reduce his/her grievance to writing on the form in Appendix E. The grievance so reduced and written shall describe the grievance, cite the specific Section(s) and/or Article(s) allegedly misinterpreted or misapplied and specify the relief sought; thereafter, the grievance will be what is then

so reduced and written and references thereafter to "the grievance" in the procedure refer to that written statement.

B. The grievance then must be filed with the Building Principal or his/her designee within seven (7) calendar days after the informal discussion described in 1.2(A) has been concluded. Employees working in more than one (1) building may file "grievance" with either principal.

C. The Building Principal or his/her designee shall within five (5) calendar days from the date on which the grievance was filed, arrange for a meeting at a mutually satisfactory time with the grievant and the appropriate Association representative. If the Principal may request, others may be present.

D. The Building Principal or his/her designee shall formally, in writing, answer the grievance within seven (7) calendar days from the date the written grievance was filed.

1.4 (Step 3) If the grievant remains unsatisfied after receiving the principal's formal answer, then:

A. The grievant may file a copy of his/her grievance with the Superintendent or his/her designee. Such grievance must be so filed within five (5) calendar days after receipt of the Principal's formal answer.

B. The Superintendent or his/her designee may meet with the grievant and the chairperson of the Teacher Rights Committee, and, if the chairperson notifies the Superintendent in writing at least one (1) day prior to such meeting, a non-employee Association representative.

C. The Superintendent or his/her designee shall formally answer, in writing, the grievance within five (5) calendar days after the grievance was filed with the Superintendent or his/her designee.

1.5 (Step 4)If a grievant remains unsatisfied after the receipt of the Superintendent's formal answer and if the grievance involves a claim involving the interpretation or application of this Agreement, then the grievance may be submitted to arbitration as follows:

A. Such submission shall be by written notice to the Superintendent or his/her designee, and said notice

shall be given within ten (10) calendar days after the date of the Superintendent's formal answer.

1.6 Arbitration shall be conducted as follows:

A. The arbitration proceeding shall be conducted by an arbitrator selected by the Superintendent and the Teacher Rights Committee within ten (10) calendar days after notice has been given, if possible. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. Both the Superintendent, or his/her designee, and the Teacher Rights Committee shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike out the first name; the other party shall then strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator.

B. The jurisdiction of the arbitrator shall be limited to the interpretation and applications of the provisions of this Agreement and the obligations of the parties under such Agreement. The arbitrator shall have no power or authority to change or amend the conditions or applications of this agreement, or to so interpret, enforce, or implement the Agreement, that the Agreement would become invalid and unenforceable by reason of Section 17, Paragraph 1, of the Act. The grievance arbitrator must rule within thirty (30) calendar days of the hearing. Failure to timely render the award shall not jeopardize either parties rights under the contract. The decision of the arbitrator shall be presented in writing and shall be final and binding.

C. Expenses for the arbitrator's services and the expenses which are common to both parties to the Arbitration shall be borne equally by the District and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

D. Failure by the grievant to press a grievance or claim which could be grieved in accordance with the stated time limitations of the grievance procedure (1.2-1.6 (D) shall result in a total and complete bar to further processing of the grievance, the grievance itself, and to any and all enforcement by any means of the claim which gave or could give rise to the grievance. Failure by the Building Principal, the

Superintendent, or their designee to answer and meet in accordance with the stated time limits shall permit the grievant to press the grievance as though an unsatisfactory answer had been given. The parties may mutually agree to extend or shorten the stated times for the processing of a particular grievance.

E. Grievance shall be processed and handled by the parties including an employee grievant, and meetings and arbitration so held and conducted, that there be no interference or interruption of instructional programs and related work activities of the grievant or employees generally, except as the Superintendent, Principal or other designated representative shall otherwise agree in writing. If the Superintendent, Principal, or other designated representative does so agree to a meeting as provided in 1.2(A), 1.3(C), and 1.4(B), during the work day, the grievant and his/her Association representative shall receive no loss in compensation.

1.7 The Association or an employee shall seek enforcement of the terms and conditions of this Agreement by utilizing in full the grievance procedures of this Agreement, before any resort to judicial means of enforcement described in Section 17, Paragraph 5 of the Act; Section 23 of said Act; and Section 24 of said Act.

1.8 If the Association or an employee files any claim or complaint in any other form other than that under the grievance procedure of this Agreement, then the District shall not be required to recognize such a claim or complaint, and such claim or complaint shall be void and have no other force or effect.

1.9 The District shall give, upon written request by a grievant, any information necessary for the processing of the grievant's grievance, except for documents deemed confidential under this Agreement or otherwise confidential under law.

1.10 Records dealing with the procession of a grievance shall be filed in the Personnel File of any of the participants.

1.11 The Association shall within fifteen (15) school days from the effective date of this Agreement provide the Superintendent or his/her designee a list, in writing, of all faculty representatives and the jurisdiction area they serve. Changes in this list shall be furnished by the Superintendent or his/her designee promptly, in writing, as they occur. School Administrators shall not be obligated

to recognize any Association representative if not properly certified in accordance with this provision.

1.12 The Chairman of the Teacher Rights Committee will certify to the Administration which representative is to represent an employee in the grievance procedure or as to any step in the grievance procedure. School Administrators shall not be obligated to recognize any Association representative if not properly certified in accordance with this provision.

ARTICLE II

PROFESSIONAL STAFF EVALUATION PROCEDURES

2.1 The evaluation system shall consist of formal observations, artifact collection, and review of additional data gathered by the administrator.

A. During the first two years of employment with the Northeast Community School District, all beginning teachers will participate in Tier I of the Professional Staff Evaluation System. Staff new to Northeast, but not new to the profession, will spend one year in Tier I. Tier I staff members may be assigned to Tier I for an additional year by their evaluator. Written notification of this decision will be provided to the employee by March 30. Upon successful completion of Tier I, teachers will be placed on Tier II of this system.

B. If an evaluator determines, at any time, as a result of a teachers' performance, that the teacher is not meeting district expectations under the Iowa Teaching Standards and Criteria, and any other standards and criteria established in the collective bargaining agreement, the evaluator shall recommend to the district that the teacher participate in Tier III, an intensive assistance program. The intensive assistance program and its implementation are not subject to negotiation or grievance procedures established pursuant to chapter 20.

C. Either the staff member or the evaluator(s) may initiate informal discussions of progress at any time throughout the cycle. Disagreements occurring between the staff member and the evaluator(s) concerning any aspect of the professional staff evaluation process will be resolved through discussions with the Superintendent and a representative appointed by the

Northeast Community Education Association.

2.2 The evaluation process will begin with written notification to the staff member within four weeks of his/her first day of work. Each new staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.

2.3 Formal observations shall include pre- and post-observation conferences that will be scheduled for dates and times mutually agreeable to the staff member and the evaluator(s). For staff members in Tier I, the evaluator(s) shall conduct a minimum of three formal observations in the first year and a minimum of one observation in the second year. For staff members in Tier II, the evaluator(s) shall conduct a minimum of one formal observation during a three-year cycle.

A. A staff member's participation in any phase of the evaluation process does not mean that an administrator may not visit that staff member's classroom or observe sessions conducted by the staff member. Administrators will continue to monitor the performance of all staff and will address concerns with staff members as they arise.

2.4 On/before October 15 of each year, all staff members in Tier II will submit an Individual Career Development Plan based upon the Iowa Teaching Standards and Criteria, the District Career Development Plan, and the needs of the teacher.

A. Should a staff member or group wish to amend the plan during the term of the Career Development Plan, the staff member or group will discuss proposed changes with the evaluator(s) and submit a revised plan.

B. Each staff member will complete a Summary Report on/before May 15 of Year One and Two and on/before March 30 of Year Three. The Summary Report will allow the staff member to reflect on the Individual Career Development Plan and will include the following:

1) How the plan impacted student achievement

2) How the plan impacted the teacher's professional growth

3) How the plan addressed the Iowa Teaching Standards and Criteria

4) Individual teacher reflection about the implementation and outcomes of the plan

2.5 All professional staff will be required to create and maintain a professional portfolio.

A. Teachers holding the initial license will create and maintain a professional portfolio in preparation for the comprehensive evaluation demonstrating evidence of the Iowa Teaching Standards and Criteria. This will be given to the evaluator on/before March 30 of year two.

B. Teachers new to Northeast, but not new to the profession, will create and maintain a professional portfolio in preparation for the comprehensive evaluation. This professional portfolio will meet the Tier II Portfolio Minimum Requirements as noted in the Professional Staff Evaluation Handbook and be given to the evaluator on/before March 30 of year one.

C. Staff members in Tier II will collect evidence of progress in a professional portfolio. This professional portfolio will meet the Tier II Portfolio Minimum Requirements as noted in the Professional Staff Evaluation Handbook and will be shared with the evaluator(s) on/before May 15 of Year One, during the post-observation conference of Year Two, and on/before March 30 of Year Three.

2.6 Informal or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

2.7 If a decision is made to place a complaint directed toward an employee in her/her personnel file, the placement in the personnel file shall be called to the employee's attention, in writing, within five (5) working days of that decision. A response from the employee, in regard to said notice, shall be written and presented to the supervisor within ten

(10) days of the employee's notice. The employee's response shall become a part of said file.

2.8 Each employee and/or associate, with employee permission, may, upon request, have access to the employee's official evaluation file for purpose of inspection and review, and upon request, will within five (5) calendar days of such request, have available a copy of any material contained therein. The employee may respond in writing to material derived from the evaluation process contained in or hereafter placed in the file, and such response will become a part of the file.

2.9 Teachers who hold an initial license are required to have successfully completed the two year mentor program. Teachers new to Northeast, but not new to the profession, are required to successfully complete a one-year mentoring program.

2.10 A comprehensive evaluation will occur at the end of year two for beginning teachers, at the end of year one for staff new to Northeast, but not new to the profession and at the end of year three for Tier II staff. Prior to the filing of the comprehensive evaluation, the evaluator(s) and staff member will have a final conference to review the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the evaluation. The evaluator will submit this review to the Superintendent's office by May 15.

A. The staff member may, if he/she wishes, submit a "rebuttal" to the comprehensive evaluation document. This "rebuttal" must be in writing and must be submitted to the evaluator(s) within ten school days following the summative evaluation.

2.11 An employee may file a grievance concerning any Tier I or Tier II evaluation as permitted by the Grievance Procedure Article of this agreement.

ARTICLE III

SENIORITY

3.1 Definitions applicable to this article are:

A. The term "seniority," whenever used in this Agreement, shall mean the relative ranking of employees in the bargaining unit in term of the employee's continuous employment in the School District and shall be as already established by the existing employment record. When an employee voluntarily or involuntarily transfers after July 1, 1983, from one (1) classification to another, he/she keeps all accumulated seniority in the previous classification and starts accumulating from zero in the new classification.

If a layoff occurs in the new classification, the employee would retain displacement right in the previous classification.

If, at the time of layoff in a classification, two (2) or more employees have the same seniority, the District shall use the date the employees signed their initial District contracts to determine the employee with more seniority. The employee with the earlier signing date shall be deemed to have the greater seniority.

If the two (2) employees signed their initial District contracts on the same day, a random drawing shall be conducted to determine the employee to be laid off.

B. The term "classification" shall mean the classification in which the employee is employed, (employees who teach in more than one [1] classification will receive a full year in each classification) and in which he/she has established seniority rights, and for all purposes covered by this Article, shall be as already established by the existing employment record. The classifications involved are hereinafter set out.

A. The term "layoff" shall be used in laying off from regular duty within the classification listed in 3.3.

3.2 When the Board determines that a layoff is necessary, it shall first determine the classification in which the layoff is to occur.

A. The school shall provide written notice to each affected employee in compliance with Chapter 279 of the Code of Iowa.

B. Employees within the classification shall be laid off according to seniority except as follows:

1. Normal attrition resulting from employee retirement or resignation will be relied upon.

2. Employees with emergency and/or temporary certifications shall be laid off first.

3. Employees with the least seniority within the classification shall be laid off next.

a. Seniority can be overridden only when necessary to retain an employee to maintain a program.

b. A program shall be considered to be maintained as long as other individuals who are qualified and certified can be found to accept the position.

3.3 Employees shall be classified according to their assignments for purposes of seniority, into the following classifications:

Alternative Education (High School)
Art - (K-12)
At-risk (Elementary)
At-risk (Middle School & High School)
Business Education (Middle School - High School)
Family and Consumer Science (Middle School & High School)
Foreign Language (Middle School - High School)
Guidance Counselor (Elementary)
Guidance Counselor (Middle School - High School)
Health
Industrial Technology (Middle School - High School)
Instrumental Music (5-12)
Kindergarten - Six
Librarian (K-12)
Language Arts (Middle School - High School)
Mathematics (Middle School - High School)
Nurse (BSN)
Physical Education (Elementary)
Physical Education (Middle School - High School)
Science (Middle School - High School)
Social Studies (Middle School - High School)
Special Education - Early Childhood
Special Education (Elementary)

Special Education (Middle School - High School)
Talented and Gifted (K-12)
Technology Coordinator (K-12)
Title I - (including reading specialist)
Vocal Music (Elementary)
Vocal Music (Middle School - High School)
Vocational Agriculture

A. If an employee is employed in two (2) or more classifications, that employee will not be laid off through the application of seniority except when a more senior employee in one (1) or more of the classifications has certification in the work assignment. The employee will have recall rights to that named two (2) or more classifications as well as to any separate openings in the named two (2) or more classifications.

3.4 No employee shall be asked to resign for reasons of staff reduction; however, this does not preclude the administration from discussing the possibility of staff reductions with employees.

3.5 Seniority is lost or broken in the following circumstances:

A. If he/she quits, either by (1) notifying the Superintendent or his/her designee, or (2) remaining away from his/her assignment three (3) working days or more while not on leave without a reason satisfactory to the Superintendent.

B. If, after a layoff out of the District, he/she fails to report to work within fifteen (15) working days (fifteen [15] week days if the period described by work days would include summer vacation) after being notified in writing at his/her last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Superintendent. Employees laid off and desiring to retain their seniority rights must keep their address known to the Superintendent.

C. If he/she is unemployed by the School District for a period equal to his/her length of service prior to layoff or a period of two (2) years, whichever is the lesser.

D. Duly authorized leaves do not break seniority.

E. An employee selected for recall will be informed by the Board of her/her recall in writing. Such written notice shall specify the position to which the employee is being recalled and the date of the recall.

The Notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee as shown on school records. The notice shall be considered received by the employee five (5) calendar days after posting or on the date the return receipt is signed, whichever is sooner. It is the responsibility of each employee on recall to keep the district advised of his/her current address. Within ten (10) calendar days after an employee receives a notice of recall, the employee must advise the district in writing, either hand delivered to the Superintendent or Board Secretary, and recited for or sent by certified mail, return receipt requested and received within (10) calendar days, that the employee accepts the position offered in the recall notice and that the employee will be able to commence employment on the date specified in the recall notice. The commencement of employment requirement may be extended by the Superintendent. Any and all re-employment rights granted to an employee on staff reduction shall terminate upon the employee's failure to accept a recall within the above noted ten (10) calendar days.

3.6 A list showing the names of employees who have been laid off or who have been recalled will be made available in the Superintendent's office and shall be posted in all buildings on bulletin boards. If any deviation is made from seniority, an explanation will be made upon request. There shall be no redress to the grievance procedures by an employee in connection with layoff or recall unless a grievance is presented within twenty (20) working days (twenty [20] week days if the period described by work days would include summer vacation) from actual date of layoff or recall.

3.7 A recall shall occur upon an opening occurring in a classification as to which there has been a previous layoff from which there are employees with recall rights as determined by 3.8(A). Such an opening shall not be filled other than by a recalled employee, unless by operation of 3.5(B), no such recallable employee remains.

3.8 Employees who are laid off shall have the following recall rights:

A. Non-probationary teachers have recall rights for two (2) years from the last day of contracted service.

B. Recall shall be to the classification from which the employee was laid off and to such classifications to which the employee may have had displacement rights.

Teachers who were teaching in two (2) or more classifications shall have recall rights to each classification.

C. Vacancies shall not be filled other than by recall unless there is no employee with recall rights to the vacant position. If two (2) or more teachers are on recall and could be recalled to a position, the teacher with the most District seniority will be recalled.

D. If two (2) or more teachers are on recall and could be recalled to the same position and have the same seniority, the teacher with the most seniority within the classification of the recall positions shall be recalled.

E. If a recalled employee is offered a position that is not equivalent in time (i.e., a full-time offered half-time) and refused the position, the employee does not forfeit his/her recall rights.

F. If two (2) or more part-time teachers are on recall and could be recalled to position and one (1) teacher was previously a full-time teacher with the District, the previously full-time teacher shall be recalled.

G. Should a layoff result in a situation where a part-time employee refuses to take a full-time position, the District has the right to fill the full-time position in whatever manner they deem to be in the best interest of education for the District in that a part-time more senior employee could be laid off and a less senior employee placed in the full-time position.

3.9 Displacement rights shall be as follows:

A. If the least senior K-6 person laid off is teaching in grades 4-6, that employee may displace a less senior person in Middle School provided the employee has approval, a major or minor, or previous teaching experience in the position.

B. Middle School employees who are reduced and properly certified may displace into grade school.

C. K-6 displacement does not extend into Senior High, nor do Senior High teachers have displacement rights in K-6.

ARTICLE IV

TRANSFER PROCEDURES

4.1 The movement of an employee to a different classification/position shall be considered a transfer.

A. "Classification" shall be as defined in 3.1(B).

B. "Position" shall be defined a specific assignment within a classification; e.g., Seventh Grade Language Arts is a position within the classification of Language Arts, or Fourth Grade is a position within the classification of Kindergarten-Six.

4.2 Voluntary transfers shall be processed according to the following procedure:

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

B. Employees who desire a transfer may file a written statement of such desire with the Superintendent.

1. Such statement shall include the specific classification/position the employee desires to be transferred to.

2. Such requests for transfer for the following year shall be submitted as soon as practical and not later than June 10th for the first (1st) semester or December 1st for the second (2nd) semester.

C. As soon as practical, and no later than June 1st, the Superintendent shall post in each school, and deliver a system-wide schedule showing the names of all employees who have been transferred and the nature of such transfer.

D. The Superintendent shall reply in writing to an employee's written statement of desire to transfer within ten (10) days of such request.

E. If an employee's request for transfer has been denied, a renewed or subsequent request the following school year shall be processed as described in this Article.

F. If more than one (1) employee has applied for the same position, the determination as to which employee shall receive it shall be made by the administration.

4.3 Involuntary transfer shall be accomplished according to the following procedure:

A. Notice of an involuntary transfer shall be given in writing to employees as soon as practical and in no case later than May 1st, except as provided in 4.3(A)(1).

1. Involuntary transfer shall be made only as the result of an unforeseen circumstance like the death of an employee or an emergency situation similar in nature, or to prevent the undue disruption of the instructional program.

2. Transfers made as a result of the closing of a facility shall not be considered an involuntary transfer. The closing of a facility, which results in staff reduction, shall not be used to deviate from the provisions of Article III.

B. No position shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill a said position except as provided in 4.3(D).

C. An involuntary transfer will not take place until reasonable attempts have been made to hire an acceptable certified teacher to fill the vacated position. Only in a circumstance when an acceptable certified teacher cannot be hired, can present staff members be involuntarily transferred to fill a vacated position. This language does not prevent the district from eliminating positions. The Superintendent has final and sole discretion in deciding who shall receive an involuntary transfer.

D. An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent, and if the employee wishes, a representative of the Association, at which time, the employee shall be given reason(s) therefore.

E. A list of open positions/classifications in the School District shall be made available to all employees being involuntarily transferred.

1. Such employees may request the positions/ classifications in order of preference, to which

they desire to be transferred.

2. All such employees shall be given adequate paid time off up to and including one-half (1/2) day for the purpose of visiting school(s) at which open positions/classifications exist.

3. Employees being involuntarily transferred from their position/classification shall have preference over those seeking voluntary transfer in regard to choice among those positions/ classifications which are vacant.

ARTICLE V

JOB CLASSIFICATIONS

5.1 Each employee shall be given written notice of his/her salary schedule placement, class and/or subject assignments and room assignments for the year not later than September 1st.

ARTICLE VI

IN-SERVICE AND PROFESSIONAL REIMBURSEMENT

6.1 The District will provide a minimum of two (2) in-service programs. The District shall designate the place and time for all programs. In-service programs will be held between the hours of 8:00 a.m. and 4:00 p.m. No in-service training shall take place after regular school hours on Friday.

A. Financing of in-service programs, including the transportation of faculty to in-service programs held outside of the District, shall be provided by the District.

6.2 The District may require employees to attend professional conferences, training seminars or sessions during the 190-day contract period. The District shall pre-approve these. The employee may incur reimbursable costs during a conference, seminar, or training session.

A. Meals shall be reimbursed up to $10.00 per meal and no more than $30.00 per day. Employees shall submit receipts of meals for reimbursement. Meals will not

be reimbursed when covered by the fees of the conference, seminar, or training session.

B. Transportation shall be reimbursed at the rate allowed by state law. Mileage will not be reimbursed when school transportation is available nor when fees of the conference, seminar, or training session cover it.

C. Lodging must be pre-approved prior to departure of the trip. Employees shall submit receipts of lodging for reimbursement. Lodging will not be reimbursed when covered as part of the fees of the conference, seminar, or training session.

ARTICLE VII

HEALTH AND SAFETY PROVISIONS

7.1 The District will endeavor to maintain safe, healthy working conditions in the schools and shall remedy unsafe and unhealthy conditions, to the extent that it is financially possible, as soon as the allegedly unsafe and/or unhealthy conditions are brought to its attention.

7.2 The District shall furnish special protective clothing (not items of clothing which do not have special limited use such as safety shoes) and special protective devices (not devices which do not have special limited use such as safety glasses) when such protective clothing and devices are specially required by the District. The individual employee is responsible for each item of clothing and each device as set out above, and no replacement will be furnished by the District except for the return of such an item made unusable by being worn out only through the use for which it was required.

7.3 No employee shall be asked or required to search for a bomb.

ARTICLE VIII

MEDICAL EXAMINATIONS AND HISTORY

8.1 Aside from any other conditions incident to hiring or application to hiring the District may impose or the District may require a statement from a licensed physician of the applicant's choice attesting to the applicant's physical ability to perform prospective duties and freedom from communicable disease, and the physical examination(s) of a type or kind required by the District. If the required examination is performed by a licensed physician (medical doctor or osteopath) of the applicant's choosing, the District shall subsidize the cost of the physical exam to the extent of covering the difference between the insurance payment and the employee payment up to twenty five dollars ($25.00) upon submittal of insurance company documentation showing the amount of insurance payment. If additional examinations are performed by a licensed physician (medical doctor or osteopath) of the District's choosing, the District shall bear the expense. Intradermal tuberculin skin test or chest X-ray is to be a part of the required physical examination. A failure of the District to designate a physician when it extends a conditional offer shall be construed to be permission to use a physician of the applicant's choice. Nothing in this Section (8.1) shall be construed to mean that the District is bound to accept for employment anyone either not physically able perform prospective duties or subject to communicable disease or who has not fulfilled every other condition of certification and/or training imposed or required. The form to be completed by the physician shall state: "Attention; the District shall subsidize the cost of the physical exam to the extent of covering the difference between the insurance payment and the employee payment up to twenty five dollars (25.00) upon submittal of insurance company documentation showing the amount of insurance payment."

8.2 The District, as a condition of continuing employment, may require at any time or times reasonable evidence of the ability to perform assigned duties and freedom from communicable disease. If such evidence required includes physical examination(s), and such examinations are performed by a licensed physician of the employee's choosing, the District shall subsidize the cost of the physical exam to the extent of covering the difference between the insurance payment and the employee payment up to twenty five dollars ($25.00) upon submittal of insurance

company documentation showing the amount of insurance payment. The District may, in addition, require the employee to be examined by a physician of its choosing, in which event the District shall bear the expense. The District may also require medical histories, releases, and statements from attending physicians as described in 8.1.

ARTICLE IX

HOURS AND INDIVIDUAL CONTRACT YEAR

9.1 New personnel may be required to attend an additional period of orientation, not to exceed two (2) days, without compensation. New employees shall be informed of the scheduled dates of said orientation when initial contracts are tendered.

9.2 Except as provided in 9.5(E)and 9.5(F), employees shall not be required to perform duties outside the eight (8) hour day of service, unless he/she is specifically contracted to perform one (1) or more of the extra-curricular duties listed in Appendix B.

9.3 Employees shall be required to work on the scheduled days of service except as follows:

A. The employee is on leave.

B. The employee is excused by the District.

C. If on a previously scheduled day or days of work, employees are not required to work, the District may require employees to work equivalent days for which work has not previously scheduled.

9.4 Days of service shall not be scheduled on the following days:

A. The paid holidays of Labor Day, Thanksgiving, Christmas, New Year's Day and Good Friday.

B. The days after Thanksgiving and the days of Christmas Vacation, Spring Vacation, President's Day and Memorial Day as provided in 10.2

C. Saturdays and Sundays of the normal contract.

9.5 A normal day of service, unless an employee contract specifies extracurricular duties in addition to the normal

day of service, shall consist of eight (8) hours, provided, however:

A. That twenty-two (22) minutes of said day shall be a duty-free lunch period during which the employee may leave his/her building.

B. That the beginning and ending of such day and the beginning and ending of such lunch period shall be specified in the work rules at each building as determined by the Principal.

C. That the employee day shall end on the school day preceding Thanksgiving, the school day preceding the start of Christmas Vacation and the school day preceding Good Friday and on Fridays of the normal contract year at the same time that the students are dismissed, except on the last day of the student school year.

D. Teachers shall receive one (1) compensation day on Friday during the week in which parent-teacher conferences are held. Parent-teacher conferences will be held at a mutually agreed time.

E. That employees may be required to attend faculty meetings, before or after the regular work day and without additional compensation, upon the following conditions:

1. Such meetings shall be scheduled to begin as soon as possible but not later than thirty (30) minutes after student dismissal time for afternoon meetings, or no earlier than 7:30 a.m. for morning meetings.

2. Such a meeting shall not exceed in time beyond sixty (60) minutes from the time it was scheduled to begin.

3. Such a meeting shall not be scheduled so as to conflict with the provisions of 9.5(C) above.

4. No more than two (2) such meetings shall be held each month.

5. The notice for said faculty meeting shall be given to the employees at least two (2) days prior to the meeting, except in an emergency.

6. Employees' attendance at faculty meetings or that

part of a meeting not in compliance with these provisions shall be voluntary. In any case the administrator shall be notified whenever an employee cannot attend any faculty meeting.

F. Each employee may be required to supervise and/or sell tickets at extra-curricular athletic events under the following conditions:

1. All employees in the bargaining unit shall be listed on a duty roster. This duty roster will be continuous from one (1) year to another.

2. No employee shall be required to perform said duty more than a total of two (2) times during the contract year without additional compensation:

   A. No employee shall be required to perform the duty a second time until all employees have performed the duty the first time.

3. Employees may be required to supervise such events on Monday through Saturday evenings.

   A. No employee shall be required to perform such supervisory duties during vacation periods, including a night a vacation begins.

4. Other non-contractual duties outside the normal eight (8) hour work day, such as supervising at and/or selling tickets for extra curricular events more than two (2) times, chaperoning pep buses, or any other duties, shall be voluntary and shall be paid at the hourly rate listed in Appendix B.

   A. If no one volunteers, employees may be assigned.

   B. No employees shall be assigned to perform such duties a second time until all employees have been assigned and have performed the duty the first time.

ARTICLE X

HOLIDAYS AND VACATIONS

10.1 All employees shall receive five (5) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, and Good Friday.

10.2 All employees shall receive the following vacation periods during the regular contract year:

A. Thanksgiving vacation shall consist of the Wednesday prior to Thanksgiving, Thanksgiving, and the Friday immediately following it.

B. Presidents Day vacation in February shall consist of Presidents Day (a Monday). This day may be used as a make-up day.

C. Spring Vacation shall consist of Good Friday and the Monday and Tuesday after Easter. The Tuesday may be used as a make-up day.

D. Winter vacation (Christmas vacation) shall be determined and approved by the Board of Education after considering input from the Northeast Community Education Association, but will never be less than thirteen (13) days.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

11.1 An employee may receive pay for sick leave. Sick leave may be interpreted to mean personal illness (including maternity), quarantine at home, or serious illness or death in the immediate family. For the purposes of this section, "immediate family," shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. No more than five (5) said days may be used for bereavement purposes, one (1) of which may be used for a friend or relative outside the immediate family. Time not to exceed ten (10) days in any one year may be used in case of serious illness in the immediate family. Additional days may be granted, at the superintendent's discretion, in the case of catastrophic illness. Time off shall be charged to the employee's sick leave. The request for sick days must be submitted to the superintendent.

A. Each employee shall be credited a total of fifteen (15) days of current personal sick leave at the beginning of the school year. Unused sick leave may be accumulated from year to year, but said accumulated past sick leave and credited current personal sick leave shall not be more than a total of 120 days. New employees may be credited with any sick leave accumulated at another District, but such credited leave and fifteen (15) days separately credited together will not exceed forty-five (45) days. Any employee who uses all 120 days of his/her accumulated personal sick leave in any one (1) school year shall be granted an additional fifteen (15) days of personal sick leave.

1. Each employee shall be credited a total of fifteen (15) days or current personal sick leave at the beginning of the school year; employees employed for less than full-time shall receive the same number of days allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract.

B. An employee may receive, during personal illness, current and accumulated such leave days and be paid for such days on the following conditions:

1. Such illness must necessitate absence from work

on the day or days.

2. If the Board questions the length of absence of any employee, the employee may be asked to present a doctor's statement documenting the problem as much as possible.

3. Secondly, the Board may also require a physical examination by a licensed physician (medical doctor or osteopath) of the employee's choosing, in which event, the cost of the exam will be paid by the District, and will present reasonable evidence (including the doctor's statement) of the illness and necessity for absence.

4. Thirdly, the Board may require additional examinations, at its expense, by physicians of its choosing.

5. The employee must notify the employee's Building Principal as soon as possible as to his/her illness and the necessity for absence.

C. Employees shall be given an accounting of accumulated sick leave days on his/her monthly paycheck.

D. If an employee's illness is, or is due to an accident on school property or in the line of school duty, the employee must use accumulated leave for said illness or injury, and from such leave will be deducted any lost work pay compensation received under Workmen's Compensation. The time charged against accumulated leave shall be in proportion to the amount of money required to supplement Workmen's Compensation payments.

E. The Board may, following an absence because of illness, accident, or hospitalization required reasonable evidence of the ability to return to work, duties, and responsibilities as follows:

1. The Board may require a satisfactory doctor's release before the employee returns to work.

2. Secondly, the Board may also require a physical examination by a licensed physician (medical doctor or osteopath) of the employee's choosing, in which event the cost of the exam will paid by the District, and will present reasonable evidence (including the doctors cost's statement) of the illness and the necessity of absence.

3. Thirdly, the board may require additional examinations at its expense, by physicians of its choosing.

F. Employees who anticipate the use of sick leave will provide reasonable notice to the district.

11.2 At the beginning of every school year, each employee shall be credited with two (2) days (non-accumulative) paid to be used for the employee's personal leave.

A. No more than ten (10) percent of the employees shall be absent from the District on personal leave on any one (1) day.

B. An employee planning to use a personal leave day or days shall notify his/her Principal and Superintendent at least three (3) days in advance, except in the case of emergency.

C. Said personal leave may be used the day before or after holidays, holiday seasons, or vacations at the discretion of the building principal.

D. Unused personal leave will be credited to personal sick leave at the beginning of the next year.

11.3 An employee required to perform jury duty or required to appear in court by subpoena shall be granted leave under the following terms:

A. The district shall pay the employee his/her normal rate of pay.

B. The employee will return to the District any compensation received for jury duty.

C. The employee shall retain any reimbursement for meals, lodging, and/or mileage. If an employee is excused from jury duty before 12:00 noon, she/he shall promptly return to work.

D. This paid leave will not be allowed if the teacher required to appear in court by subpoena is a party to the court action.

11.4 Ten (10) days shall be available for representatives of the Association to attend meetings, conferences, and conventions, including the mediation and arbitration processes of negotiations of the local, state, and national

affiliated organizations. The Association President shall notify the Building Principal and the Superintendent of members who will be using Association leave at least twenty-four (24) hours in advance. This shall be non-accumulative and an annual allocation. No more than three (3) employees shall be absent from the District at any one time while on Association leave, and no one (1) employee shall be absent from the District while on Association leave for any longer than three (3) consecutive days.

A. Five days of paid leave shall be paid by the District.

B. Five days of said leave shall be with loss of pay.

11.5 At the beginning of every school year, each employee may be credited with one (1) paid day, non-accumulative to be used for the employee's professional leave. The employee planning to request a professional leave day shall notify his/her principal at least five (5) days in advance of his/her absence. Professional days shall be used for the purpose of:

A. Visitation to view other instructional techniques or programs.

B. Conferences, workshops or seminars conducted by colleges, universities, or other educational institutions or organizations.

C. Professional leave shall not be construed to mean Association leave, and shall not be used for the same purpose as Association leave.

D. The Superintendent may grant additional professional leave and for purposes not specified above.

11.6 In the event of the death of an employee or student in the Northeast Community School District, the principal of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

11.7 Employees called for selective service physical examinations shall be excused without loss of pay or any other leave, for such purposes.

11.8 Other temporary leaves of absence with pay may be granted in writing by the Superintendent or Principal at his/her discretion.

A. Such leave may be granted for medical and dental appointments. Permission shall not be arbitrarily or

unreasonably denied. This leave may also be used for repetitive appointments instead of 11.2. This type of leave shall only be granted at the end of the normal pupil day.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

12.1 Unpaid military leave shall be granted as follows:

A. None of the provisions of this Agreement shall be permitted to conflict with any obligations of the District under any Selective Service Act and law of Iowa, and amendments thereto, for any of its employees who have been inducted into any of the services covered by such acts and amendments thereto.

12.2 Military reservist may take up to thirty (30) days paid leave for reservist training in any calendar year.

A. The employee may not take more than one (1) day of paid leave for travel to or one (1) day from the training area. If the employee is required to travel with other reservists as a reservist, the employee may take paid leave for such travel time.

B. Employees shall write the reservist commander requesting that they take such training during times schools are not in session. The employee must notify the Superintendent that he/she has sent the letter.

12.3 A parent of newly-born infant or infants may receive an unpaid leave of absence.

A. Such leave will be upon the following conditions:

1. The employee must notify in writing the employee's Building Principal at least one hundred twenty (120) calendar days prior to the anticipated or desired beginning of such leave. The notice should specify the amount of leave to be taken and the date or anticipated date of birth of the infant or infants.

2. The leave must be for a school semester, a school year, a school year and another semester, or two (2) school years, except that following the time remaining in the school semester during which the infant or infants was/or were born may be taken as leave as well. The leave taken cannot be

other than the leave specified. All leave must be continuous. The leave must begin by at least the beginning of the semester following the birth of the child.

3. The leave must be used and taken for the purpose of the employee caring for the infant or infants during the employee's work day.

4. The employee's spouse, if any, must not be both physically capable to care for the infant or infants and at home during such times that the spouse could take care of the infant or infants while the employee worked for the District.

5. The employee shall, upon request, furnish any evidence or statement concerning other conditions for taking such leave.

6. The above provisions shall apply to cases of adoption provided the infant or infants adopted are less than five (5) years of age. Notification to the employee's immediate superior must be one hundred twenty (120) days prior to the date of anticipated adoption.

12.4 Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

12.5 A leave of absence without pay for up to two (2) years may be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave the employee shall retain the experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave.

12.6 A leave of absence without pay of up to one (1) year shall be granted to any employee, upon application for the purpose of engaging in an accredited college or university reasonable related to professional responsibilities. The employee shall retain experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave. The employee shall be given credit for advancement in training increments.

A. No more than ten percent (10%) of the employees shall be absent from the District when on extended leaves as provided in 12.6

12.7 Other extended leaves of absence without pay may be granted in writing by the Superintendent for good reason.

ARTICLE XIII

WAGES AND SALARIES

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

A. Employees teaching for less than a full day will be paid on a prorata basis, based on the number of periods in a day.

B. A part-time nurse, when requested by the building principal to accompany a field trip or activity day, administer emergency care as a result of a callback, attend a staffing or child screen or class-room instruction outside of his/her regular workday, but within the regular school day, will be able to choose one (1) of the following options:

1. An equal time period off out of a regular working day or days.

2. Payment at the employee's regularly scheduled rate, up to a maximum total of eight (8) hours per day.

The nurse must have all work, including the method of payment, approved by the Building Principal in advance.

Activities outside the regular school day will be governed by other Articles in the Master Contract.

13.2 Each employee shall be placed on his/her proper step of the salary schedule as of the effective day of this Agreement and in accordance with 13.3 and 13.4. Any employee hired prior to the end of the first 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.

13.3 New employees shall be given credit for previous outside teaching experience in a duly accredited school upon initial employment. Credit may not exceed the actual years of teaching experience.

13.4 Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of satisfactory service as determined by the evaluation procedure until the maximum for their educational lane is reached.

A. A year of service consists of employment in the Northeast District for ninety (90) consecutive teaching days or more in one (1) school year.

13.5 Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall receive their checks at their regular building on regular school days. Employees may choose to have direct deposit of their checks and receive their deposit notice at their regular building on regular school days.

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

B. Employees who are new in the teaching profession may, at their option, elect to receive up to fifty percent (50%) of the first (1st) salary installment after the completion of the first ten (10) working days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

C. Each employee leaving the District shall have the option of receiving all or any part of his/her earned, contracted salary on the last pay period of the in-school work year.

1. The Board must be notified thirty (30) days in advance of the last pay period of the in-school year.

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

13.6 With the exception of 9.5(E) and 9.5 (F), when an employee performs non-contracted duties outside the eight (8) hour work day, the employee shall be compensated at the hourly rate listed in Appendix B.

13.7 The salary schedule is based upon a one hundred ninety (190) day contract year. An employee who is offered and who accepts a contract which is unilaterally extended beyond the one hundred ninety (190) days by the Board, shall be additionally compensated at a per diem rate of

his/her salary.

A. An employee's per diem salary shall be 1/190th of his/her index salary as determined by Appendix A. Whenever an employee is docked (1/190th) of his/her pay, the amount shall be 1/190th of his/her index salary. When an employee is docked during a day of extra duty service, he/she shall be docked the proportionate amount of pay for that extra duty.

B. Additional employment not covered in 13.7 will be compensated at a rate of $21.00 per hour.

C. Volunteers or assigned employees shall be paid at the same rate as a substitute per class period.

13.8 The Board and the Association agree that the extra-curricular activities listed in Appendix B are official school sponsored activities.

A. Employee participation in extra-curricular activities which extend beyond the contracted work day shall be compensated according to the rates of pay listed in Appendix B.

B. Each employee shall receive a free non-transferable pass to all school sponsored activities. An employee's spouse or guest shall receive a free non-transferable pass if employee is working at that activity.

13.9 Employees whose index salary from Appendix A is les than the state mandated minimum salary twenty three thousand dollars ($23,000) shall receive Phase I funds under House File 499 to bring their salary up to the level of the state minimum.

A. Payments will be made only after the District receives the money from the state.

B. Payments will be made as soon as possible after the receipt of the money from the state, but no later than the payday in the month following the receipt of the money.

13.10 Phase II funding as provided by House File 499 shall be distributed in the following manner:

A. The indices from Appendix A - Salary Schedule 1989-90 Master Contract - with the following modifications shall be used to determine what each teacher shall

receive.

1. Part-time teachers shall receive the percentage that corresponds with their teaching contract.

2. Teachers who receive a longevity payment shall have one tenth of a percent (0.10) added to the index on which they are frozen.

3. Teachers receiving Phase I money equal to or more than a full-time equivalent teacher with an index of 1.25 will not receive any Phase II money.

4. Teachers receiving Phase I money shall receive a combination of Phase I and Phase II moneys of no less than 1.25 times the Phase II generator base.

B. Employer's share of FICA and IPERS shall be paid from Phase II money.

C. Payments will:

1. Be made only after the District receives the money from the state;

2. Be based upon the amount of money received from the state and left in the District;

3. Be made as soon as possible after receipt of the money from the state.

13.11 Teachers who drive between units will be paid the mileage rate established in Section 79.9 of the Code of Iowa. Teachers required to make home or school visits shall be paid the mileage rate established in Section 79.9 of the Code of Iowa Mileage payments shall not exceed the rate allowed by the IRS for an employee not to account to his employer for transportation expenses.

13.12 Effective 7-1-91 the District will provide a breakdown of supplementary items in paychecks.

13.13 An employee who has been credited with 120 unused sick days will be compensated at a rate of $20.00 for any unused sick days after 120 days. Such reimbursement will be made in the June paycheck.

ARTICLE XIV

PROFESSIONAL TRANING AND ADVANCEMENT

14.1 The district will credit for repositioning the employee on the salary schedule for certain educational endeavors upon the terms and conditions that follow:

A. To be eligible for such crediting:

1. An employee must notify the Superintendent in writing and provide a complete transcript by September 10th to receive, for actual course work under the conditions hereafter stipulated, any crediting for repositioning upon the salary schedule.

2. An employee may also notify the Superintendent in writing at any time, including in advance of any course work, as to his/her intended course(s) or academic program to receive advance provisional determination of such courses or programs for eligibility crediting.

3. The District may, within ten (10) calendar days of receiving the notice described in 14.111 require in writing that the employee produce reasonable, specified evidence as to the nature of the program or course(s). The employee shall have ten (10) calendar days from the date of receiving the request, to produce such evidence. The employee may, in writing, submit arguments and statements as to why the course(s) or program should be approved.

4. Within ten (10) days of the receipt of the evidence and statement the District shall decide whether the course(s) and program should be credited or provisionally determined to be eligible for crediting on the following basis:

A. The course(s) or program, the latter taken as a whole, must be reasonably related to the employee's assignment and designed so as to improve his/her performance in said assignment.

B. The course(s) or program must be offered at an accredited college or university.

C. The course(s) or program must be completed by the employee, the employee receiving a grade of B (3.0 on a 4.0 scale), or its equivalent including, on a pass-fail course(s) or program. Pass as to any course, provided, however, that if the employee is enrolled in a program, the average equivalent to said B shall be sufficient.

D. In instances where an employee is taking course-work pursuant to a program, such course-work shall be credited or deemed eligible as it occurs if the program is approved as a whole.

B. Courses shall be credited according to semester hours, if and as the course is so designate or as follows in the described circumstances:

1. If the course "hour" is other than a semester hour, such hours shall be converted into semester hours according to the hour conversion system in use at the college or university offering the course, and only such semester hours shall be credited.

2. If the course bears no credit hour designation or if the college or university has no conversion system or credit hour, the employee shall be responsible for presenting from an appropriate transcript of the university or college what to his/her belief would be an appropriate credit hour and/or conversion system.

C. Movement from one (1) educational lane of the salary schedule to another due to additional course work shall take place when the individual contract is renewed or on September 10th, if the employee has provided advance notice of probable lane movement by July 1st of that year.

1. Movement shall not take place unless a complete transcript is on file by September 10th. In the event the college or university is unable to forward an official transcript, a copy of the grade report will suffice until a transcript is received.

ARTICLE XV

PAYROLL DEDUCTIONS

15.1 Appropriate deductions will be made for all taxes and the Iowa Public employee's Retirement System.

15.2 Deductions for payment of the following kinds may be made from the salaries of employees upon the following conditions:

A. Annuity payments or payments for other insurance may be deducted upon a written and signed authorization for such deductions, specifying the amount and number of deductions on file with the Secretary of the Board, specifying to whom said deducted payment should be paid, along with any policy number, address, or necessary form or information for such payment. An employee may terminate such authorization at any time by a written and signed notice filed with said secretary.

B. Payments for the purchase of United States Savings Bonds may be deducted upon a written and signed authorization on file with Secretary of the Board specifying in whose name such bonds are purchased and what denominations of bonds are required, and to whom and at what address they are to be delivered. An employee may terminate such authorization at any time by a written and signed notice filed with said Secretary.

C. Payments for charitable donations may be deducted upon a written and signed authorization filed with the Secretary of the Board specifying the amount and number of deductions, the names and the address of the charity to which said payments shall be made. The employee may terminate such authorization at any time by a written and signed notice filed with said Secretary. The District will not be responsible for securing for such charity proof of its tax-deductible nature.

D. Payments to a credit union may be deducted upon a written and signed authorization filed with the Secretary of the board specifying the amount and the number of deductions, the name and address of said other information and forms necessary for such payment. The employee may terminate such authorization at any time by a written and signed notice filed with said Secretary.

E. Payments for plans or programs jointly approved, in writing, by the Association and the District shall be deducted upon the conditions stated in such written instrument.

15.3 Any employee, if a member of the Association, may authorize the District to deduct monthly from that employee's paycheck sums to pay Association dues in the amount and on the times and conditions herein specified:

A. Authorization for said monthly deduction shall be notification in writing to the Secretary of the Board upon the form set forth in Appendix C. The Authorization shall be effective beginning five (5) calendar days after said notification is received.

B. An employee must authorize said deduction before or on October 10th if employed on or before that date. An employee first employed after that date must authorize said deduction within fifteen (15) calendar days following beginning of such employment.

C. An employee who authorized said deductions may terminate such authorization by notification in writing to the Secretary of the Board set forth upon the form in Appendix D. The termination shall be effective thirty (30) calendar days after said notification is received.

D. Each month, on or about the time paychecks from which monthly deductions for dues are sent to employees, a check representing the sum of that month's deductions shall be sent to the Treasurer of the Association. The Association shall provide the name and the address of the Treasurer as may be necessary and shall specify the manner in which the check is made payable to the Association.

E. With a check described in 15.3(D) representing the month of October deductions a list of the names of all employees authorizing such deductions shall be sent to

the Treasurer of the Association. With each check thereafter sent to the Treasurer of the Association there shall be a list of those who are presently having union deductions.

F. The amount of monthly deduction shall be determined as follows:

1. The amount of dues deduction authorized by the employee shall be divided by the number of monthly paychecks expected to be paid to the employee in the period beginning with the effective date of the authorization and ending with the May paycheck.

G. In cases where a deduction is made which duplicates payment already made, which is not in conformity with the Association's constitution or by-laws, or which is in accordance with an authorization, refund to the employee will be made by the Association if such deduction was paid to the Association by the District; provided, however, if such deduction has not been paid to the Association, the District will make a refund to the employee.

H. Neither the District nor its Board nor employees of the Board, not within the NCEA, shall be liable to the Association for the remittance or payment of any sum other than that constituting effectively authorized and unterminated deductions for dues. Nothing may accelerate the monthly remittance or payment of these sums. If an employee resigns, terminates or has terminated his employment, is discharged, or suffers or causes to be suffered a similar occurrence, his/her authorization is then terminated after the employee receives his/her last paycheck.

I. The Association shall indemnify and hold harmless the Board, the District and employees of the Board, not within the NCEA, for any and all liability and expense including reasonable attorney's fees, that may arise by reason of complying with these provisions 15.3(A)-(I) concerning dues deduction.

ARTICLE XVI

INSURANCE PROGRAM

16.1 All employees scheduled for thirty seven (37) hours or more of service during a five (5) day work week, or including those on sick leave or other paid leave approved by the Superintendent or his/her designee shall be eligible for the following:

A. Each employee and his/her immediate family members shall be covered by a Health and Major Medical Policy.

1. The District shall assume the full cost of premiums for single coverage for single employees, and for family coverage for employee with immediate family members. When more than one qualifying District employee constitute a family as defined by the insurance provider, one family plan will be provided for them.

2. The District shall provide a health and major medical plan with equivalent coverage of the Blue Cross/Blue Shield of Iowa Co-Pay 500 with Alliance-Select. Employees may elect to purchase the Protector 100 plan and shall pay the additional premium required for that plan through payroll deduction.

3. Whenever the present plan or carrier is changed, benefits must be equal to or better than those cited in 16.1(A)(2).

B. Each employee shall be covered by a long term disability insurance. Benefits shall begin after an elimination period of the employee's accumulated sick leave a sixty six and two-thirds percent (66 2/3%) to age sixty five (65).

1. Employees shall participate in and pay the full cost of long term disability insurance by payroll deduction.

C. All eligible employees shall be covered by a school-financed term life insurance policy. The District shall pay the full cost of a $26,000 term life insurance policy for each eligible employee under the group policy.

D. Employees driving students by District authorization in their own cars for District sponsored activities shall be covered with the liability and medical insurance provided school bus drivers.

E. An employee on an unpaid leave of absence may remain on the District's health/major medical insurance plan if they agree to make the payments for the plan (family or single) they are on. The District will resume payments when the employee returns to work. (Work is here defined as thirty seven (37) hours or more of service during a five [5] day work week.)

16.2 The Board-provided insurance programs shall be for twelve (12) consecutive months, beginning July 1st and ending June 30th. Employees new to the District shall be covered by Board-provided insurance no later than one (1) month following the initial day of service, unless the insurance agreement stipulates coverage at an earlier date.

16.3 The Board shall provide each employee with a description of the insurance coverage provided herein with ten (10) days of the beginning of the school year, or date of employment.

16.4 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 contract year.

16.5 The technical, notification, claim, and other procedures or restrictions of this plan, carrier, successor plan or successor carrier shall be deemed controlling notwithstanding any provisions of the Agreement.

ARTICLE XVII

EFFECT OF AGREEMENT

17.1 If the existence, application, or enforcement of any article, section, paragraph, clause, sentence, word, or words of this Agreement should be declared invalid, void, unenforceable, illegal, or unconstitutional, whether by reason of State or Federal law, Constitution, or treaties, such declaration shall not void, invalidate, render illegal or unenforceable the remaining articles, sections, paragraphs, clauses, sentences, word or words, which shall each and all remain in full force and effect for the duration of the Agreement.

17.2 If the existence, application, or enforcement of any article, section, paragraph, clause, sentence, word, or words of this Agreement would prevent the receipt of any funds from the State or Federal government, political subdivisions or agencies of said governments, from the District's taxation, that article, section, paragraph, clause, sentence, word, words shall be deemed declared invalid, void, illegal or unconstitutional within the meaning of 17.1.

17.3 The Board, District, Association and employees each and all:

A. Waive voluntarily and unqualifiedly any and all rights or obligations to bargain collectively with respect to any subject, or matter, whether or not referred to or made part of this Agreement except as provided in 17.3(B)-17.3(C).

B. The District, by its Board, and the Association may voluntarily and mutually agree to amend, alter, or change this Agreement in whole or part.

C. Nothing in these provisions 17.3(B) - 17.3(C) shall be construed to affect or restrict the beginning of negotiations as provided in Article XVIII for contracts to occur after the end of the stated duration of this Agreement.

ARTICLE XVIII

DURATION OF CONTRACT AND SIGNATURE

18.1 This Agreement shall become effective as of July 1, 2006, and shall continue in effect until June 30, 2007, with the following exceptions:

A. That Article XVI and Appendix A and B shall be reopened for negotiations in the fall of 2006 for the 2006-07 school year and annually thereafter.

B. That each party in the fall of 2006 for the 2006-07 school year and annually thereafter may open two (2) articles or propose two (2) new articles or one (1) of each for negotiations in addition to those stated in 18.1(A). Changes proposed by either party to address a change in state law will be in addition to the above two articles allowed to be opened.

18.2 This Agreement shall be automatically renewed upon the expiration dates as listed in 18.1, unless either party gives notice in writing of a desired change in the Agreement.

A. In the event that such a notice is given, negotiations shall be opened within fifteen (15) days of such notification.

18.3 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 26th day of July, 2006.

NORTHEAST COMMUNITY EDUCTION ASSOCIATION

Kim Wilson, Kevin B. Knowright
Co-Presidents
By Its President

Kim Wilson, Kevin B. Knowright
By Its Chief Negotiator

NORTHEAST BOARD OF EDUCATION

Charles W. Carr
By Its President

Jesse Terrill (Jac)
By Its Chief Negotiator

2006-07 Salary Schedule

APPENDIX A - SALARY SCHEDULE

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
23,564.74								
Row 1	23,564.74	24,271.68	24,978.62	25,685.57	27,099.45	27,806.39	28,513.34	29,220.28
Index	1.00	1.03	1.06	1.09	1.15	1.18	1.21	1.24
Row 2	24,507.33	25,214.27	25,921.21	26,628.16	28,042.04	28,748.98	29,455.93	30,162.87
Index	1.04	1.07	1.10	1.13	1.19	1.22	1.25	1.28
Row 3	25,449.92	26,156.86	26,863.80	27,570.75	28,984.63	29,691.57	30,398.51	31,105.46
Index	1.08	1.11	1.14	1.17	1.23	1.26	1.29	1.32
Row 4	26,392.51	27,099.45	27,806.39	28,513.34	29,927.22	30,634.16	31,341.10	32,048.05
Index	1.12	1.15	1.18	1.21	1.27	1.30	1.33	1.36
Row 5	27,335.10	28,042.04	28,748.98	29,455.93	30,869.81	31,576.75	32,283.69	32,990.64
Index	1.16	1.19	1.22	1.25	1.31	1.34	1.37	1.40
Row 6	28,277.69	28,984.63	29,691.57	30,398.51	31,812.40	32,519.34	33,226.28	33,933.23
Index	1.20	1.23	1.26	1.29	1.35	1.38	1.41	1.44
Row 7	29,220.28	29,927.22	30,634.16	31,341.10	32,754.99	33,461.93	34,168.87	34,875.82
Index	1.24	1.27	1.30	1.33	1.39	1.42	1.45	1.48
Row 8	30,162.87	30,869.81	31,576.75	32,283.69	33,697.58	34,404.52	35,111.46	35,818.40
Index	1.28	1.31	1.34	1.37	1.43	1.46	1.49	1.52
Row 9	31,105.46	31,812.40	32,519.34	33,226.28	34,640.17	35,347.11	36,054.05	36,760.99
Index	1.32	1.35	1.38	1.41	1.47	1.50	1.53	1.56
Row 10	32,048.05	32,754.99	33,461.93	34,168.87	35,582.76	36,289.70	36,996.64	37,703.58
Index	1.36	1.39	1.42	1.45	1.51	1.54	1.57	1.60
Row 11		33,697.58	34,404.52	35,111.46	36,525.35	37,232.29	37,939.23	38,646.17
Index		1.43	1.46	1.49	1.55	1.58	1.61	1.64
Row 12		34,640.17	35,347.11	36,054.05	37,467.94	38,174.88	38,881.82	39,588.76
Index		1.47	1.50	1.53	1.59	1.62	1.65	1.68
Row 13			36,289.70	36,996.64	38,410.53	39,117.47	39,824.41	40,531.35
Index			1.54	1.57	1.63	1.66	1.69	1.72
Row 14			36,525.35	37,232.29	39,353.12	40,060.06	40,767.00	41,473.94
Index			1.55	1.58	1.67	1.70	1.73	1.76
Row 15			36,760.99	37,467.94	39,588.76	40,295.71	41,002.65	41,709.59
Index			1.56	1.59	1.68	1.71	1.74	1.77
Row 16			36,996.64	37,703.58	39,824.41	40,531.35	41,238.30	41,945.24
Index			1.57	1.60	1.69	1.72	1.75	1.78

APPENDIX A - SALARY SCHEDULE- continued

	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
Row 17			37,232.29	37,939.23	40,060.06	40,767.00	41,473.94	42,180.88
Index			1.58	1.61	1.70	1.73	1.76	1.79
Row 18			37,467.94	38,174.88	40,295.71	41,002.65	41,709.59	42,416.53
Index			1.59	1.62	1.71	1.74	1.77	1.80
Row 19			37,703.58	38,410.53	40,531.35	41,238.30	41,945.24	42,652.18
Index			1.60	1.63	1.72	1.75	1.78	1.81
Row 20			37,939.23	38,646.17	40,767.00	41,473.94	42,180.88	42,887.83
Index			1.61	1.64	1.73	1.76	1.79	1.82
Row 21			38,174.88	38,881.82	41,002.65	41,709.59	42,416.53	43,123.47
Index			1.62	1.65	1.74	1.77	1.80	1.83
Row 22			38,410.53	39,117.47	41,238.30	41,945.24	42,652.18	43,359.12
Index			1.63	1.66	1.75	1.78	1.81	1.84
Row 23			38,646.17	39,353.12	41,473.94	42,180.88	42,887.83	43,594.77
Index			1.64	1.67	1.76	1.79	1.82	1.85
Row 24			38,881.82	39,588.76	41,709.59	42,416.53	43,123.47	43,830.42
Index			1.65	1.68	1.77	1.80	1.83	1.86
Row 25			39,117.47	39,824.41	41,945.24	42,652.18	43,359.12	44,066.06
Index			1.66	1.69	1.78	1.81	1.84	1.87
Row 26			39,353.12	40,060.06	42,180.88	42,887.83	43,594.77	44,301.71
Index			1.67	1.70	1.79	1.82	1.85	1.88
Row 27			39,588.76	40,295.71	42,416.53	43,123.47	43,830.42	44,537.36
Index			1.68	1.71	1.80	1.83	1.86	1.89
Row 28			39,824.41	40,531.35	42,652.18	43,359.12	44,066.06	44,773.01
Index			1.69	1.72	1.81	1.84	1.87	1.90
Row 29			40,060.06	40,767.00	42,887.83	43,594.77	44,301.71	45,008.65
Index			1.70	1.73	1.82	1.85	1.88	1.91
Row 30			40,295.71	41,002.65	43,123.47	43,830.42	44,537.36	45,244.30
Index			1.71	1.74	1.83	1.86	1.89	1.92

APPENDIX B

SUPPLEMENTAL DUTIES AND PAY

Decimals refer to employee's base salary, B.A. Step One (1).

1. High School Sports

Boys Baseball
- Head Varsity Coach 0.130
- Assistant Varsity Coach 0.090

Girls Softball
- Head Varsity Coach 0.130
- Assistant Varsity Coach 0.090
- Assistant JV-MS Coach 0.070

Boys Basketball
- Head Varsity Coach 0.160
- Assistant Varsity Coach 0.110
- Freshman Coach 0.090

Girls Basketball
- Head Varsity Coach 0.160
- Assistant Varsity Coach 0.110
- Freshman Coach 0.090

Football
- Head Varsity Coach 0.160
- Assistant Varsity Coach 0.110
- Head Sophomore & Freshman Coach 0.110
- Asst. Sophomore & Freshman Coach 0.110

Boys Track
- Head Varsity Coach 0.130
- Assistant Varsity Coach 0.090

Girls Track
- Head Varsity Coach 0.130
- Assistant Varsity Coach 0.090

Volleyball
- Head Varsity Coach 0.160
- Assistant Varsity Coach 0.110

Wrestling
- Head Varsity Coach 0.160
- Assistant Varsity Coach 0.110

Boys and Girls Cross Country

Head Varsity Coach 0.130

Boys and Girls Golf
Head Varsity Coach 0.130

2. Middle School Sports

Girls Softball
Head Coach 0.040

Boys Basketball
Head Coach 0.085
Assistant Coach 0.070

Girls Basketball
Head Coach 0.085
Assistant Coach 0.070

Football
Head Coach 0.085
Assistant Coach 0.070

Boys Track
Head Coach 0.085

Girls Track
Head Coach 0.085

Volleyball
Head Coach 0.085
Assistant Coach 0.070

Wrestling
Head Coach 0.085

3. Other Activities

Bands
Director (Concert Band), Pep Band
(Football and Basketball games),
Jazz Band, (Contest) 0.140

Contest Speech
Director 0.140

Drama
Director Spring Play 0.070
Director Musical 0.070

Vocal Music
Director (Concerts, Swing Choir,

Contest) 0.140

4. Advisors/Advisers

Annual (The Rebel) Adviser 0.040
Cheerleader Adviser (Middle School) 0.030
Cheerleader Adviser (Senior High) 0.060
Junior Class Advisors (2) 0.020
FBLA, FTA, and FFA 0.040
Honor Society Advisor 0.010
Music (Elementary) 0.025
Other Club Advisors 0.010
Student Council Advisor (Senior High) 0.030
Student Council Advisor (Middle School) 0.020
Sr. Class Sponsor 0.020

5. Chaperones

Senior High School Basketball 0.030
Senior High School Volleyball 0.020
Fresh/Soph Basketball 0.015

6. The hourly rate for selling tickets, chaperoning pep buses, or supervising athletic events above the two (2) gratis (9.5(F)(2) and any other non-contractual duties outside the eight (8) hour work day shall be the minimum wage.

7. Supplemental Longevity of thirty dollars ($30.00) per one percent (.01) after five (5) years (starts sixth [6th] year).

APPENDIX C

PAYROLL DEDUCTION AUTHORIZATION FORM

I hereby authorize the Northeast Community School District to deduct professional dues for the Northeast Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, from my monthly payroll check.

I understand that the deductions will be made in accordance with the provisions of Article XV of the Agreement between the Northeast Community School District and the Northeast Community Education Association.

The total amount of dues is $_____

_____
Employee's Name

_____
Employee's Social Security Number

_____
Employee's Signature Date Signed

_____
Signature of NCEA Officials Date Signed

APPENDIX D

PAYROLL DEDUCTION TERMINATION FORM

I, the undersigned, do hereby give notice of my termination of my authorization for deduction for the Northeast Community Education Association dues from my payroll check by the Northeast Community School District. Such termination will be effective thirty (30) calendar days after the receipt of this notice by the District payroll clerk.

_____

Signature of Employee Date Signed

_____

Signature of NCEA Official Date Signed

APPENDIX E

GRIEVANCE REPORT FORM

No. _____

_____ Date Filed

_____ School District

_____ Building

_____ Name of Aggrieved Employee

Distribution of Form:

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

Step 1 Informal discussion between Grievant and Building Principal

A. Date held _____

Step 2

A. Date Violation Occurred _____

B. Section(s) of Contract Allegedly Violated_____

_____

C. Statement of Grievance_____

_____

_____

D. Relief Sought_____

_____

_____

_____

_____

_____
Signature
Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____

_____

_____
Signature
Date

Step 3

A.

_____
Signature of Aggrieved Person

_____
Date Received by Superintendent

_____

_____

B. Disposition by Superintendent or his/her Designee

_____

_____

_____

_____

_____
Signature of Superintendent or His/Her Designee
Date

Step 4

A. _____
Signature of Aggrieved Person

_____
Signature of Association President

_____

_____

_____

_____

B. _____
Date Received by Superintendent

_____
Signature of Superintendent

Memorandum of Understanding
Between
The Northeast Community School District
And
The Northeast Community Education Association
Re: Teacher Compensation/Teacher Quality Bill

In arriving at a settlement for the 2002-2003 Master Contract the parties have made no changes to the contract as a result of the passage of Teacher Compensation/Teacher Quality Bill (TC/TQ) by the last (00/01) legislative session of the Iowa General Assembly. This was due to considerable uncertainty as to whether the TC/TQ Bill will be amended or repealed by the current (01/02) session of the Iowa General Assembly.

Due to the above, the parties have agreed to the following:

1. Model Comprehension Evaluation Language:

   The Model Comprehensive Evaluation currently being developed by the Iowa Department of Education, pursuant to section 256.9(50) of the Iowa Code, when completed shall be the basis for a joint review committee of the parties to seek to arrive at a joint recommendation to the negotiations teams for negotiating the 2003/2004 Master Contract.

2. Mentor Program Language

   The Professional Mentoring Program for the Northeast Community School District is a program of support and assistance for new Professionals. A New Professional is any licensed individual in his/her first or second year of teaching. A Mentor is a teacher who has been trained and assigned by the District to provide assistance to a New Professional in the District's Professional Mentoring Program.

   A. If the Mentor/New Professional team experiences difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new Mentor be assigned.

   B. Mentoring assistance and induction activities shall not be used in evaluating the New Professional.

   C. A mentor shall not participate in any formal or informal evaluation of a New Professional, nor will a Mentor be requested or directed to make recommendations supporting or denying continued

district employment or recommendations for continuation or renewal for licensure of a New Professional, nor will a mentor testify on either party's behalf during an appeal process.

D. Other than a notation to the effect that a teacher has served as a mentor, a teacher's activities as a Mentor shall not be part of the teacher's evaluation.

E. Mentors will not be required to mentor more than one (1) New Professional each year.

3. Mentor Compensation

Individuals designated as Mentors will be compensated by the state at a rate set by the TC/TQ Bill, subject to receipt of the state funding as set forth in state law. <u>If the amount for each Mentor is less that provided for during the 2001-2002 school year, the Mentor may refuse to serve in this role.</u>

4. Distribution of Teacher Compensation Funding

In the event that the TC/TQ is funded the Distribution will be as follows:

A. Minimum salaries for the first-year beginning teachers, second year beginning teachers, and Career I teachers will be paid according to the salary provisions of the law.

B. Any remaining funds from the District's appropriation will be distributed to all other teachers using a distribution consistent with Phase II indexes.

C. All calculations will be based on the teachers employed by the third Friday in September. The calculated numbers will remain constant throughout the year.

D. Payments are expected to be received from the state on a quarterly basis. Payments to the teachers will be made within thirty (30) days of that quarterly receipt.

F. The employer's share of FICA and IPERS will be deducted from the District's Career Path appropriation.

In the event that the TC/TQ bill is amended by the current

Iowa General Assembly, the parties agree to modify as needed this Memorandum of Understanding.

Dated this _____ day of _____, 2002

_____	_____
For Northeast Community School District	For Northeast Community Education Association