Oelwein CSD Oelwein EA 7/1/2006 6/30/2008

OELWEIN CSD/EA 06-08

# 2006 - 2008

# Master Contract

## OELWEIN COMMUNITY

## SCHOOL DISTRICT

OELWEIN SCHOOLS COMMUNITY

Forming the Future

## OCEA

## Oelwein Community Education Association

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## NEGOTIATION MEETING GUIDELINES
## Ground Rules for 2006-2008 School Year:

1. ***Negotiation Teams:*** Each party's negotiation team shall consist of no more than six members and no more than six members of each party present during the negotiation sessions. Both parties may select their own negotiation team members and may change them at will. Four members from each team shall be the required quorum.

2. ***Tentative Approval:*** Articles tentatively agreed to shall be initiated by each party and dated and shall be set aside subject to ratification of the agreement. These articles shall be subject to ratification of the agreement. These articles shall be subject to change only by mutual agreement of the negotiating parties prior to ratification.

3. ***Meetings:*** The first meeting shall not be held unless mutually agreed upon until after the state allowable growth figure is released by the state comptroller in the fall. The length of the meetings beginning with the third meeting shall be from 7:15 p.m. to 9:15 p.m. The dates and place of meetings shall be mutually agreed upon during the third meeting. Dates and lengths of meetings may be changed upon mutual agreement of the parties.

4. ***Access to Information:*** The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the Administration will grant requests for other readily available and pertinent information which may be relevant to negotiations and-or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

5. ***News Media Releases:*** All information to media regarding negotiations shall be released only by mutual consent of both parties. Such releases shall be initialed and dated by both parties prior to release.

## IMPASSE PROCEDURES

The Board and OCEA agree to abide by the statutory provisions under Iowa Public Employments Relations Act, Chapter 20, Sections 20, 21 and 22.

## PREAMBLE

The Board of Directors of the Oelwein Community School District, hereinafter referred to as the Board and the Oelwein Community Education Association, hereinafter referred to as the Association, recognize that the aim of the public schools is to provide a quality education program for children and youth of the school district. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of the students, and the community at large.

Whereas, the parties have reached certain understanding which they desire to confirm in this agreement, it is agreed as follows:

## AREA I – BASIC AGREEMENT CONDITIONS

### Article 1 – Recognition

**Section 1.01** The Board of Directors of the Oelwein Community School District, hereinafter referred to as the "Board" recognizes the Oelwein Community Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for full-time classroom teachers and regular part-time teachers, under contract, including teachers in basic curriculum courses, fine arts courses, remedial courses, special education courses, vocational courses, all guidance courses, librarians, and school nurses, except all administrators, supervisory, confidential and nonprofessional employees and all others excluded under Section 4 of the Act.

### Article 2 – Grievance Procedure

**Section 2.01 Purpose.**
The purpose of this article is to provide for a mutually acceptable method of the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of the Agreement. The Employer, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances.

**Section 2.02 Definition.**
*1. Grievance*-A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement. *2. Aggrieved Party*-An "Aggrieved Party" is the person or the Association making the complaint.

**Section 2.03**
Every employee and/or the Association covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Level I – An aggrieved party shall first discuss the alleged grievance with the building principal with the objective to resolving the matter informally. Such action shall be taken within 12 school days of the event giving rise to the alleged grievance.

Level II – If the grievance cannot be resolved within eight (8) school days from the first date of the informal conference, the aggrieved party may file the grievance with the building principal on forms provided by grievance, and shall state the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the teacher and superintendent within seven (7) days after receipt of the written grievance.

Level III – In the event a grievance has not been satisfactorily resolved at Level II, the aggrieved party shall file within five (5) school days to the principal's written decision as Level II, a copy of the grievance with the grievance committee comprised of two (2) Association members and the aggrieved party, two (2) School Board members and two (2) Administrators of which one will be the Superintendent. Within ten (10) days the grievance committee will meet with the aggrieved party to discuss the grievance. Within five (5) days of the grievance committee meetings, if the grievance is not resolved, the aggrieved party and the superintendent or his designee shall meet to resolve the grievances. The superintendent or his designee shall file an answer within ten (10) school days of the meeting between the superintendent and the aggrieved party and communicate it in writing to the teacher and principal.

**Section 2.03** (cont'd)

Level IV – If the grievance is not resolved satisfactorily at Level III, there shall be available a fourth level of impartial arbitration. The aggrieved party may submit, in writing, a notice to the superintendent with 30 days from receipt of the Level III answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

**Section 2.04**

If the Association is dissatisfied with decisions reached at either Level II or III, the Association may carry the grievance to the next level. In this event, the original aggrieved party shall be bound by the decision.

**Section 2.05**

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

**Section 2.06**

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and aggrieved and his decision must be based soled and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

**Section 2.07**

Any aggrieved party or administrator may be represented at all stages about Level I of the grievance procedure by himself, legal counsel, or, at his option, by representatives selected or approved by the Association, when an employee is not represented by the Association, the Association shall have the right to be present at all levels about Level I as the party of interest.

**Section 2.08**

The failure of an aggrieved party to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the aggrieved party to proceed to the next step.

**Section 2.09**

Time limits may be extended by mutual agreement.

**Section 2.10**

In the event a grievance is filed so late in any school year that adherence to the time limit may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible. Grievances submitted between June 1st and August 25th shall adhere to the same time schedules, providing the administrator at each step is under contract during the required grievance time schedule.

**Section 2.11**
The aggrieved party may choose to drop the issue at any time, subject to Section 2.04.

**Section 2.12**
Days shall be determined by counting the first school day following the day on which the decision was rendered or grievance was filed.

**Section 2.13**
If the employee files any alleged grievance in any form other than under the grievance procedure in this Agreement, then the school district shall not be required to process same alleged grievance or set of facts through the grievance procedure.

## Article 3 – Dues Check-Off

**Section 3.01**
An employee who is a member of the Association, or who has applied for membership in the United Teaching Profession of the United States may authorize the Board to make a dues check-off of current professional dues to the United Teaching Profession of the United States. The employee must voluntarily execute an authorization for check-off dues form.

**Section 3.02**
The Association shall handle all membership enrollment procedures and present authorization check-off dues form, signed by the employee to the central office by the first of the month for the month the employee requests the current dues check-off to start.

**Section 3.03**
The Board shall deduct one-twenty-fourth of the current dues from the regular salary check of the employee for twelve months, beginning in September and ending in August of each year. Authorization forms for dues check-off that are received after September 1st will be deducted on a pro-rated basis of the remaining months of employment through the following August.

**Section 3.04**
Authorized dues check-off shall continue in effect unless terminated by the employee. Termination notice shall be given in writing, at least thirty (30) days in advance to the central office.

**Section 3.05**
The Board shall transmit to the Association the total month deductions once each month within ten (10) working days of the issuance of the teacher's payroll.

**Section 3.06**
The Association agrees to indemnify and hold harmless the Board, each individual board member and all administrators, against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provision in the agreement between the parties for dues check-off.

## AREA II – SALARY and BENEFITS

### Article 1 – Wages and Salary

**Section 1.01 Schedule.**
Schedule A – B.A. base shall be $26,301 {2006-2007.

**Section 1.02 Placement on Salary Schedule.**

**A.** Each present employee shall maintain his/her present status as related to the current salary schedule.

**B.** Teachers coming into the school district or returning to the district shall receive credit of previous teaching experience in properly accredited school systems, at the discretion of the superintendent.

**C.** A year of service consists of employment in the Oelwein School system for ninety (90) consecutive teaching days or more in one school year.

**Section 1.03 Advancement Placement on Salary Schedule.**

**A.** Increments. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum step for their educational classification is reached. Advancement is subject to satisfactory performance to the employee and to have a permanent teaching certificate, or to meet the requirements to six (6) hours course work every ten (10) years if the employee does not have a permanent certificate. Employees shall be notified by the end of the semester of any possibility of being held on a step.

**B.** Employees on a regular salary schedule who acquire the required amount of hours to move horizontally from B.A. education lane and above, shall move to the step for which they are eligible.

**C.** Employees on the regular salary schedule who acquire the required amount of hours to move horizontally from the non-degree lane shall move horizontally down to their years of experience not to exceed the last step in the non-degree lane.

**D.** Approval of hours that are applicable to Schedule A shall be determined in accordance with Schedule C.

**E.** A career increment will be allowed to teachers who have received a B.A.+ 12, B.A.+24 and a M.A. or above and are at the top of the schedule. The increment for B.A.+12 and B.A.+24 will be 3% of the current B.A. base and the M.A. increment will be 4% of the current B.A. base to the year approved, subject to the recommendations of the administration on an individual basis, commencing with the 17th year of service and every three years thereafter. Employees shall be notified by the end of the first semester of any possibility to not being recommended to receive their career increment.

**Section 1.04 Pay Period.**
Each employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Employees shall receive their checks at their regular building and on regular school days with the following exceptions.

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

**B.** Summer checks will be mailed on the 5th and 20th of each month to the teacher's designated address.

**OELWEIN COMMUNITY SCHOOLS**
**OELWEIN, IOWA**

**Base =** $26,301 2006-2007

| Step | Non-Degree | BA | BA+12 | BA+24 | MA | MA+15 | MA+30 |
|---|---|---|---|---|---|---|---|
| | | 1 | 1.04 | 1.08 | 1.14 | 1.19 | 1.24 |
| 1 | $24,601 | $26,301 | $27,353 | $28,405 | $29,983 | $31,298 | $32,613 |
| | | 1.04 | 1.08 | 1.12 | 1.185 | 1.125 | 1.285 |
| 2 | $24,701 | $27,353 | $28,405 | $29,457 | $31,167 | $29,589 | $33,797 |
| | | 1.08 | 1.12 | 1.16 | 1.23 | 1.28 | 1.33 |
| 3 | $24,801 | $28,405 | $29,457 | $30,509 | $32,350 | $33,665 | $34,980 |
| | | 1.12 | 1.16 | 1.2 | 1.275 | 1.325 | 1.375 |
| 4 | $24,901 | $29,457 | $30,509 | $31,561 | $33,534 | $34,849 | $36,164 |
| | | 1.165 | 1.205 | 1.245 | 1.32 | 1.37 | 1.42 |
| 5 | $25,001 | $30,641 | $31,693 | $32,745 | $34,717 | $36,032 | $37,347 |
| | | 1.21 | 1.25 | 1.29 | 1.365 | 1.415 | 1.465 |
| 6 | $25,101 | $31,824 | $32,876 | $33,928 | $35,901 | $37,216 | $38,531 |
| | | 1.255 | 1.295 | 1.335 | 1.41 | 1.46 | 1.51 |
| 7 | $25,201 | $33,008 | $34,060 | $35,112 | $37,084 | $38,399 | $39,715 |
| | | 1.3 | 1.34 | 1.38 | 1.455 | 1.505 | 1.555 |
| 8 | $25,301 | $34,191 | $35,243 | $36,295 | $38,268 | $39,583 | $40,898 |
| | | 1.345 | 1.385 | 1.425 | 1.5 | 1.55 | 1.6 |
| 9 | $25,401 | $35,375 | $36,427 | $37,479 | $39,452 | $40,767 | $42,082 |
| | | 1.39 | 1.43 | 1.47 | 1.545 | 1.595 | 1.645 |
| 10 | $25,501 | $36,558 | $37,610 | $38,662 | $40,635 | $41,950 | $43,265 |
| | | 1.435 | 1.475 | 1.515 | 1.59 | 1.64 | 1.69 |
| 11 | $25,601 | $37,742 | $38,794 | $39,846 | $41,819 | $43,134 | $44,449 |
| | | 1.48 | 1.52 | 1.56 | 1.635 | 1.685 | 1.735 |
| 12 | | $38,925 | $39,978 | $41,030 | $43,002 | $44,317 | $45,632 |
| | | | | 1.605 | 1.68 | 1.73 | 1.78 |
| 13 | | | | $42,213 | $44,186 | $45,501 | $46,816 |
| | | | | 1.65 | 1.725 | 1.775 | 1.825 |
| 14 | | | | $43,397 | $45,369 | $46,684 | $47,999 |
| | | | | | | 1.82 | 1.87 |
| 15 | | | | | | $47,868 | $49,183 |

**Section 1.05 Expense of Traveling Employee.**

**A.** Employees who may be requested to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of thirty-five ($.35) cents per mile for any miles incurred above the round trip distance from their home to their base school. The base school shall be the school at which the majority of their time is spent. When this time is equal, the base school shall be the school nearest his/her home.

**B.** The same allowance shall be given for use of personal cars for field trips or other business of the district when required by the administration.

**C.** When authorized by the administration the Board shall reimburse employees for meals and lodging expenses incurred while on field trips, conventions or conferences and other school business. Registration fees for such conferences and conventions shall be reimbursed.

**Section 1.06 Supplemental Contracts.**

**A.** At the employer's discretion, activity supplementary contracts may be issued, as part of the regular teaching contract or separately, for activities and responsibilities beyond that connected with regular classroom duties. Activity contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

**B.** Summer academic contracts. The summer academic contracts shall be issued separately from the regular year contract and shall be at the discretion of the employer. Said contracts will be paid in accordance with Schedule B, however, no employee under such contract in 1976-77 shall receive any less pay for performing the same duties under this contract. Section 1.06 item B shall not include employees contracted for twelve months or employees that are not contracted to the Oelwein School for year prior or year following the summer for which these duties are to be performed.

**C.** Program writing, record keeping, etc. Contracts for these duties shall be issued at the discretion of the employer and shall be on a per hour basis. Said contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

**Section 1.07 Contract Release Procedures.**

**A.** Any employee may be released up until May 1st at board expense providing a suitable replacement can be secured.

**B.** Employees can be granted release after May 1st and up until July 15th providing a suitable replacement can be secured, but actual advertising and telephone expense, not to exceed $1,000, incurred in attempting to secure a suitable replacement must be borne by the employee.

**C.** Release may be granted after July 15th only upon approval of the board. The finder fees shall be the same as in sub-section B above.

**D.** Should said vacancies as described in sub-section B or C above be filled by an existing staff member, the finding fee conditions shall be applied for cost incurred in hiring a staff member to fill the newly created vacancy, and cost assessed to the teacher that originally resigned.

## SCHEDULE C

**Procedures for Receiving Credit for Advanced Degree or College Hours on Schedule**

The superintendent shall approve semester college hours according to the following guideline for advancement on the salary schedule.

1. All semester hours that are listed on a planned advance degree program, providing the advanced degree program has been approved by the superintendent.

SCHEDULE B — 2006-2007 SUPPLEMENTAL SCHEDULE

| 2006-2007 | Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 26,301 | Base | | | | | | | | | | | | |
| 13% | Head Football | 3419 | 3556 | 3693 | 3829 | 3982 | 4137 | 4291 | 4445 | 4599 | 4753 | 4906 | 5060 |
| | Head Basketball | | | | | | | | | | | | |
| | Head Wrestling | | | | | | | | | | | | |
| 12% | High School Band | 3156 | 3282 | 3409 | 3535 | 3675 | 3819 | 3961 | 4103 | 4245 | 4387 | 4529 | 4671 |
| 11% | High School Vocal | 2893 | 3009 | 3125 | 3240 | 3369 | 3501 | 3631 | 3761 | 3891 | 4021 | 4152 | 4282 |
| | Boys & Girls Xcountry (Comb) | | | | | | | | | | | | |
| | Head Track | | | | | | | | | | | | |
| | Head Baseball & Softball | | | | | | | | | | | | |
| 9% | Head Volleyball | 2367 | 2462 | 2556 | 2651 | 2756 | 2864 | 2971 | 3077 | 3184 | 3290 | 3397 | 3503 |
| | H.S. Drama | | | | | | | | | | | | |
| | Varsity Ass't. (FB,WR,BB) | | | | | | | | | | | | |
| | Head Sophomore Coach | | | | | | | | | | | | |
| | H.S. Band Assistant | | | | | | | | | | | | |
| 8% | Ass't. Softball | 2104 | 2188 | 2272 | 2357 | 2450 | 2546 | 2641 | 2735 | 2830 | 2925 | 3019 | 3114 |
| | Tennis | | | | | | | | | | | | |
| | Ass't. Sophomore Coach | | | | | | | | | | | | |
| | 9th Grade Head Coach | | | | | | | | | | | | |
| | Golf | | | | | | | | | | | | |
| | Cross Country Boys & Girls | | | | | | | | | | | | |
| | Ass't. Varsity Volleyball | | | | | | | | | | | | |
| | Ass't. Track | | | | | | | | | | | | |
| | Ass't. Boys Baseball | | | | | | | | | | | | |
| 6.50% | 9th Ass't. Football | 1710 | 1778 | 1846 | 1915 | 1991 | 2069 | 2146 | 2222 | 2299 | 2376 | 2453 | 2530 |
| 6% | M.S. Band, Intramurals | 1578 | 1641 | 1704 | 1767 | 1838 | 1909 | 1980 | 2051 | 2122 | 2194 | 2265 | 2336 |
| | 7-8 Grade Head Coach | | | | | | | | | | | | |
| | H.S. Speech | | | | | | | | | | | | |
| | H.S. Annual (Newspaper) | | | | | | | | | | | | |
| 5.50% | Cheerleader Advisor | 1447 | 1504 | 1562 | 1620 | 1685 | 1750 | 1815 | 1881 | 1946 | 2011 | 2076 | 2141 |
| | H.S. Ass't. Drama | | | | | | | | | | | | |
| | 7-8 Grade Assistant | | | | | | | | | | | | |
| | Asst. Golf | | | | | | | | | | | | |
| 5% | M.S. Vocal | 1315 | 1368 | 1420 | 1473 | 1531 | 1591 | 1650 | 1710 | 1769 | 1828 | 1887 | 1946 |
| 3% | M.S. Drama-Speech | 789 | 821 | 852 | 884 | 919 | 955 | 990 | 1026 | 1061 | 1097 | 1132 | 1168 |
| | H.S. Ass't. Speech | | | | | | | | | | | | |
| | M.S. Annual | | | | | | | | | | | | |
| | Flag Corp, District Bowling | | | | | | | | | | | | |
| 0.00518 | Student Instruction - Daily rate | 136.24 | 141.69 | 147.14 | 152.59 | 158.65 | 164.85 | 170.98 | 177.11 | 183.24 | 189.37 | 195.50 | 201.63 |
| 0.055% | Program writing - | 14.47 | | | | | | | | | | | |
| | | | | Activity Director $2,000 | | | | | | | | | |

**SCHEDULE C (cont'd)**

2. Programs for advanced degrees will be approved for advancement on the salary schedule only in the subject area the teacher is presently contracted to instruct unless prior approval has been granted by the board of education.
3. A maximum of 12 semester hours will be allowed outside the teacher's contracted classroom teaching assignment for hours earned between the B.A. and M.A. degree.
4. Teachers will be placed or advanced to the vertical column M.A.+15 and +30 only if the graduate hours are in subject area the teacher is contracted to instruct.
5. Teachers with masters degrees will be placed on the M.A. column only if the degree is in the field for which they are contracted.
6. If the superintendent requests that a teacher take certain specified hours or workshops for credit, then these hours shall be applicable to the salary schedule regardless of the number of hours the teacher has previously received credit for, and these hours shall not be applicable to the 12 hours limit as stated in item three.
7. It is recommended that hours be cleared by the superintendent to insure the teacher proper credit on the salary schedule.
8. Official transcript of credits must be filed with the central office prior to September 10th if a salary schedule reclassification is requested. A new contract will be issued.
9. All credit given for college hours shall be hours earned after employment in the Oelwein School system and beyond the hours given credit for by the superintendent at the time of employment.

## Article 2 – Insurances

**Section 2.01**

The selection of the insurance carrier and policy shall be made by the school board after consideration of the recommendation from the Association.

**Section 2.02**

The following Health and Medical Insurance for full-time and half-time employees shall be approved by the board.

**A.** Basic Hospital expense benefit-pays for 365 days of semi-private care per confinement. (No deductible).

**B.** Basic Surgical expense benefit – Usual, customary and reasonable.

**C.** Basic Medical expense benefit – pays for 365 days of in-hospital medical care.

**D.** Major Medical expense coverage: Unlimited per member per benefit or lifetime $100 deductible per member per benefit period. $200 in deductibles per family per benefit period, daily room and board charges. 80-20 co-insurance (20 percent covered expenses paid by member, 80 percent paid by Insurance carrier up to first $2,000 on a single contract, or $2,000 on a family contract. 100 percent thereafter).

According to conditions set forth in: Group Plan, Community School, 1975. The Board contribution shall not exceed $680.35 per month toward the premium for individual coverage for each full-time teacher and $636.00 each half-time teacher who qualifies or the established premium for individual coverage, whichever is less. The difference in premium costs between single coverage and $680.35 will be applied toward dependent coverage when applicable for full-time employees and one-half the difference between the single rate and $680.35 will be applied toward dependent coverage for half-time employees.

Employees with single insurance coverage will have the option to apply the board contribution (the cost of the single insurance plus $108.33/month, not to exceed $680.35/month) to a plan other than Plan A that qualifies for a HSA. The difference in the board contribution would be invested in a Health Savings Account for the employee.

**E.** Diagnostic X-ray and Laboratory benefits.

**Section 2.02 (cont'd)**

**F.** Dental Insurance. The Board's contribution shall not exceed $15.65 per month toward the premium for individual coverage for each full-time teacher and $7.82 for each half-time teacher who qualifies or the established premium for individual coverage and $15.65 will be applied toward dependent coverage when applicable for full-time employees and one-half the difference between the single rate and the $15.65 will applied toward dependent coverage for half-time employees.

**Section 2.03 Eligibility.**

1. A full-time employee means an employee who works a minimum of thirty (30) hours per week. A half-time employee means an employee who works a minimum of twenty (20) hours and a maximum of twenty-nine (29) hours per week.
2. Each full and half-time employee employed before the effective date of this contract is eligible to enroll for contract benefits on the effective date of this contract. If such full-time employee does not enroll at the time of the original enrollment of the group, the employee is eligible to apply: (a) at the first regular reopening of the group, or (b) with medical underwriting.
3. New, full and half-time employees are eligible to apply (a) within thirty (30) calendar days following date of employment. Such application must be received by carrier no later than the 90th day of employment or (b) at the first regular reopening of the group after date of employment, or (c) with medical underwriting.

**Section 2.04**

The following Disability, Term Life and A.D.& D. insurance for full-time employees shall be provided by the board.

**A.** Disability (1) Sixty percent of wage or salary not to exceed $1,500 monthly. 2. Monthly benefits will be paid commencing with the 61st continuous day of disability due to accidental bodily injury or the 61st continuous day of disability due to sickness.

**B.** Term Life, A.D.& D. (1) $16,000 Term Life Insurance; (2) $16,000 A.D.& D. Insurance.

The Board's contribution shall be the full cost of the teacher's premium for the 2006-2008 contract for individual coverage for each lifetime teacher who qualifies and that this amount shall be the district's premium.

**Section 2.05 Duration of Insurance Contribution.**

**A.** A teacher presently employed is eligible for school board contribution as provided in this article as long as the teacher is compensated by the school board.

**B.** Teachers new to the district shall be eligible for insurance contributions starting October 1st and as long as the teacher is compensated by the Board.

**C.** New teachers may elect to obtain such coverage for the month of September at their own expense by completing an enrollment card and presenting such to the superintendent on or before August 26th .

**Section 2.06**
Claims against the school district: It is understood that the school board's only obligation is to purchase an insurance policy and pay amount as agreed to herein and no claim shall be made against the school board as a result of a denial of insurance benefits by an insurance carrier.

## AREA III – LEAVES

### Article 1 – Personal Illness and Temporary Disability

**Section 1.01**
Public school employees are granted leave of absence for personal illness or injury in the following minimum amounts:

1. The first year of employment. . . . . 10 days
2. The second year of employment. . . . . 11 days
3. The third year of employment. . . . . .12 days
4. The fourth year of employment. . . . . .13 days
5. The fifth year of employment. . . . . 14 days
6. The sixth and subsequent years of employment. . . . . 15 days

**Section 1.02**
Regulations and procedures are as follows:

1. The unused days shall be cumulative to a maximum of 135 days. Teachers who have accumulated 135 days will be given five (5) additional days to begin the school year to be used before any deduction from their 135 days is made. No teacher shall lose any days already accumulated prior to the 1976-77 school year.

2. The accumulation of days shall apply on to consecutive years of employment in the Oelwein Community School District. Leaves granted by the Board shall be considered consecutive years of employment.

3. The employee shall notify the superintendent in advance in cases where employee knows the illness will result in temporary disability of more than ten school days.

4. A physician's statement of specific complications when the period of temporary disability exceeds thirty-five calendar days, shall be submitted on a form provided by the employer.

5. Illness or hospitalization that can be deterred for medical attention to non-contract times shall not be covered by this personal illness and temporary disability article. This shall be in the judgment of the employee's physician.

6. The school board may require such reasonable evidence as it may desire confirming the necessity for any such leave.

7. Certified school employees will be granted leave of absence for illness of a parent, spouse or child in the following amounts: Three days the first year and two days per year thereafter to a maximum of seven days.

**Section 1.03 Notification of Accumulative Sick Leave.**
Employees shall be given a personal copy of a written accounting of accumulated sick leave days no later than September 1st, of each school year.

**Section 1.04 Extended Sick or Disability Leave Without Pay**
An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall upon request be granted a leave of absence without pay until the end of the school year in which sick leave has been exhausted for the duration of such illness or disability. The board shall grant extended leave for whichever is the least amount of time.

**Section 1.05 Sick Leave Bank**
The emergency sick leave bank is to provide sick leave days to those employees who have exhausted their own personal accumulation of sick leave days. These days may be used from the bank for the illness or disability of the individual employee. The sick leave bank shall be created with a voluntary donation of one (1) personal day for two (2) sick leave bank days. Such donations to the bank shall be made no later than January 31 of the school year in which the employee wishes to donate. Unused days in the bank shall be carried over to the next succeeding school year. There is no limit on the total number of days of accumulation in the bank. Employees who do not contribute to the bank shall not be allowed to draw from the bank. To remain eligible, an employee needs to contribute one (1) personal day at least every five (5) years. Once a contribution has been made, the sick leave day(s) become the property of the sick leave bank and do not revert to the employee at any time during employment or upon termination of employment.

Employees must request in writing to the Superintendent that they wish to apply for sick leave bank benefits. The employee may only be granted use of the bank if they will be going on disability leave. An employee may use no more than the number of unpaid days between the exhaustion of their paid sick leave and the beginning of disability benefits. Use of bank sick leave days will be based on a daily use basis, e.g., everyone eligible will draw each day until total bank leave days have been exhausted.

## Article 2 – Other Paid Leave

**Section 2.01 Personal Leave.**
Leave with pay shall be approved or disapproved subject to the following guidelines:

1. Full-time employees shall be entitled to a maximum of two days per year and it shall be non-accumulative. Employees employed less than full-time shall be entitled to leave at same ratio as employment. Leave shall be non-accumulative. No explanation of the leave is required.

2. Employees request shall be submitted to the building principal three school days prior to the day requested, unless reason for the request is for funeral or family illness. This time requirement may also be waived by the superintendent in the event of other emergency situations.

3. Total staff requested leave under this Article in any one building shall not exceed a greater number than either twenty percent of that building or two staff members of that building.

4. Personal leave shall not be used the days immediately preceding or following a holiday or vacation.

5. Employees can only use personal leave on Parent-Teacher Conference days at the discretion of the superintendent.

**Section 2.02 Jury Duty or Court Appearances.**

1. Any employee called for jury duty or subpoena court appearances during school hours shall be permitted to be absent without loss of pay and without charge against leave.

2. Any compensation shall be reported to the employer and the salary of the employee shall be reduced in the amount the employee received for jury service.

3. No such payment will be made to an employee for such service on any day the employee would not have worked for the school district.

**Section 2.03 Professional.**

1. Request for professional leave may be made in writing and approval secured from the principal and superintendent.

2. Two (2) days professional leave may be granted each year at the discretion of the superintendent.

3. Professional leave shall be used for the purpose of visitation to view other instructional techniques or programs in other school districts, or for conferences, workshops or seminars conducted by colleges or universities.

4. Exceptions shall be permitted at the discretion of the superintendent.

**Section 2.04 Bereavement**

1. Teachers will be permitted five (5) days leave without pay reduction in the event of the death of a parent, spouse or child.

2. Up to three (3) days will be allowed to attend the funeral of the immediate family to include; mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, and son-in-law.

3. Two (2) days will be allowed to attend the funeral of a grandparent or grandchild.

4. One (1) day will be allowed to attend the funeral of any acquaintance not identified above.

**Section 2.05 Association**

Up to five (5) days shall be available to the Association for representatives to attend the ISEA delegate assembly. The teacher shall receive no loss of pay (See Section 3.03 for unpaid leave.)

## Article 3 – Unpaid Leave

**Section 3.01 Child Rearing Leave**

1. Leave may be requested by an employee who is pregnant or a female employee contemplating adoption.

2. The request shall be submitted 60 calendar days prior to the date leave is to commence.

3. The leave shall extend to the end of the teacher's contract year of the year requested.

4. The teacher shall be entitled to all fringe benefits upon returning to work that were available to them at the beginning date of the leave.

**Section 3.1 Child Rearing Leave (cont'd)**

5. The teacher shall not be entitled to count this leave of absence time toward tenure on the salary scale.

6. The teacher shall not lose tenure on the salary schedule that had been allowed prior to the date of the leave.

7. The teacher will be re-employed in the teacher's former position if available. If that position is not available, then to a position for which the teacher is otherwise qualified.

8. Failure of the teacher to return on the date approved by the employer shall constitute grounds for termination.

9. Child rearing leave of absence granted under this section shall be without pay or district paid fringe benefits. The employee may elect to continue fringe benefits to the end of the contract year at his own expense.

10. This leave shall be subsequent to birth of employee's child, or in the case of adoption, which the child is physically turned over to the employee.

**Section 3.02**
Other leave without pay may be granted subject but not limited to the following guidelines:

1. Unpaid leave shall be at the discretion of the superintendent and he shall use the following things as a guide for approving or disapproving leave.
   A. Attending an event that spouse is attending providing the activity is closely related to spouse's employment.
   B. Total days employee has already missed work
   C. Two days of personal leave have been used and following the guidelines in Section 2.01. Teacher request shall be submitted to the building principal three school days prior to the day requested.

**Section 3.03 Association.**
Up to two (2) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. Association leave will not be granted under Section 2.01 of Article 2 of Other Paid Leave. (See Section 2.05 for Paid Leave.)

## AREA IV – BASIC EMPLOYMENT CONDITIONS

### Article 1 - Employee Work Year

**Section 1.01 Contract Days.**
The contract shall include a maximum of 191 days.

**Section 1.02 In-Service Days.**
Four days shall be designated as in-service days and shall be at the option of the board.

**Section 1.03 Holidays.**
Seven days of the contract shall be designated as holidays. These holidays shall be: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Good Friday, and Memorial Day.

## Article 2 – Employee Hours

**Section 2.01**
Employees shall be on duty at their buildings or assigned duty station from 8:00am until 4:00pm.

**Section 2.02**
On Fridays the employee work day shall end at 3:30 p.m. On days preceding holidays or vacations the employees work day shall end fifteen (15) minutes after the students are dismissed. School will be dismissed at 2:00 p.m. on the day before Thanksgiving and Christmas.

**Section 2.03**
Working days in the school year when students are not in attendance shall be used for tasks and work assigned by the superintendent or a designee.

**Section 2.04**
When school is started late due to inclement weather, teachers should report after 8:00 a.m. the amount of time announced as being late. Teachers will be allowed to leave 15 minutes after the students on early dismissals due to inclement weather.

**Section 2.05**
Nothing contained herein prohibits or limits the rights and responsibilities of the administration in assigning reasonable duties as associated with the teaching profession.

## Article 3 – Procedure for Staff Reduction

**Section 3.01**
Whereas the establishment and maintenance of a harmonious, cooperative relationship between the Board of Education and its professional staff is essential to the operation of the schools, it is the purpose of the procedure to secure a reduction of staff policy for the Oelwein Community School.

**Section 3.02 Coverage.**
All certified personnel.

**Section 3.03 Seniority.**
Definition: Seniority shall be defined as the number of years accrued teaching experience within the Oelwein Community School District.

**Section 3.04 Termination.**
Definition: When the contract to one or more teachers is to be terminated due to reduction of staff.

**Section 3.05 Curriculum Area**
Definition: A curriculum area shall be determined by the following: K-12 Art, Instrumental Music, Nurse, Physical Education, Vocal Music, Reading, Special Education, Media Specialist and Librarians, Guidance, K-6 Elementary, 7-12 Business Education, Driver's Education, English/Speech, Foreign Language, Home Economics, Industrial Arts, Mathematics, Science, Social Studies, Vocational Agriculture.

**Section 3.06 Termination Procedure.**
The following criteria shall be followed in reduction of staff:

**A.** Those teachers in the school district with emergency or temporary certification shall be terminated first.
**B.** Fully certified teachers in the curriculum area affected and with the least accrued seniority in the school district shall be terminated second.
**C.** In cases where seniority is equal, then teachers with the lower degree level of training as determined by the number of hours as approved by the superintendent shall be reduced next.
**D.** In situations that apply, if the preceding criteria has not determined who shall be reduced, then the teacher employed at the lowest fractional equivalent of full-time employment as stated on the individual contracts, shall be reduced first.
**E.** If a tie still exists after application of all preceding criteria, then the final decision shall be at the discretion of the superintendent.
**F.** Teachers with supplemental duty assignments shall not be given preferences over accrued seniority rights.

**Section 3.07 Accrued Seniority.**

**A.** Seniority shall accrue for consecutive years of service in the Oelwein Community School District. Leaves granted by the Board shall not affect accumulated seniority, but seniority shall not be accrued for the period of the leave.
**B.** Teachers employed at less than full-time as determined by their individual teaching contract, shall accrue seniority on the fractional equivalent of a full year as per their individual contract. (Example: A teacher employed as a ¾ teacher for one year, shall accrue ¾ years seniority.)
**C.** For teachers hired after August 20, 1981, seniority shall be computed from the date on which the teacher signs the individual contract.
**D.** For teachers hired on or before August 20, 1981, seniority shall be computed from the first school day of employment of their first contracted year. Extended contracts shall not affect the first school day.

**Section 3.08 Transfers.**

**A.** If a teacher is transferred, voluntarily or involuntarily, from one curriculum area to another, that teacher shall retain his/her years of seniority for the former curriculum area.
**B.** If the position in the second curriculum area was reduced, the teacher will be assigned to an available position for which he/she is certified.
**C.** If there is no position available, the district shall reduce a teacher with less seniority in the former curriculum area to provide a position for the teacher affected.

**Section 3.09 Multiple Teaching Assignment.**

**A.** If a teacher is assigned to teach in more than one curriculum area, and one position is reduced, that teacher can displace another teacher with less seniority in the other curriculum area(s) providing that teacher is fully certified in that area of displacement.

**Section 3.10 Notification.**
The administration shall provide written notice to each teacher who may possibly be affected by reduction and written reasons thereto, no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction of staff.

**Section 3.11 Recall Rights.**
Any teacher terminated pursuant to this policy shall have recall rights to any position for which he/she is or may become certified, with a major in the area under consideration for two (2) years from effective date of his/her termination and shall be recalled to available positions in such professional categories in reverse order of termination. The superintendent shall notify, by certified mail, the president of the Association and any teacher who is eligible for recall rights when a position becomes available. The teacher will waive his or her recall rights if they have not accepted the position within fourteen (14) calendar days, after the letter is sent by the superintendent.

**Section 3.12 Benefits.**
Any teacher re-employed by exercising his/her recall rights shall be reinstated on the next step of the salary schedule above the one at which he/she was terminated. He/she shall maintain seniority rights as though continuously employed by the district.

**Section 3.13 Resignations and Termination.**
A teacher who resigns upon request for reasons of staff reduction or who is terminated under Section 279.13 for these reasons, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

**Section 3.14**
A listing of each teacher's accrued seniority shall be provided to the Association by the close of the first semester of each school year.

## Article 4 – Health and Safety Provision

**Section 4.01 - Physical Fitness – New Employees.**
All new employees are required to prove evidence of physical and mental fitness to perform duties assigned and from communicable disease, including tuberculosis, prior to receiving their first paycheck. Such evidence shall be limited to a statement from a licensed physician of the employee's choice. The employer shall pay up to $27.50 for the cost of such examination and up to $22.00 for cost of chest x-ray for employees who are reactors to the TB tine test.

**Section 4.02 – Physical Fitness – Continuing Employees.**
All continuing employees shall present evidence of physical and mental fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, ~~once every three (3) years. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's fitness.~~ The employer shall advise the employee when such an examination is necessary. The employer shall pay up to $27.50 for the cost of such an examination and up to $22.00 for cost of chest x-ray for employees who are reactors to the TB Skin test. The employer may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance status. The examining physician shall be selected by the employee and the employer shall pay the cost of such examination. Examining physician shall submit a certificate of fitness as provided in Section 4.01.

**Section 4.03**
The Board agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment. The employee will cooperate with the Board in maintaining its policies, rules and regulations as to safety and health for keeping the school plant and premises clean, sanitary and safe.

**Section 4.04**
When the Board requires employees to wear special protective clothing or safety devices for the performance of their work, it will furnish the equipment without cost to the employee in accordance with the practices now prevailing. When such equipment is furnished, the employees will cooperate with the Board to see that the same is properly worn and used, and is properly cared for.

**Section 4.05 – Bomb Threats.**
In all cases where a school official is notified of a bomb threat, the administration shall take reasonable measures to protect the safety of the employees. No employees shall be required to search for a bomb.

**Section 4.06 – First Aid.**
The Board shall provide, in each building, properly trained personnel and the equipment necessary to provide proper first aid treatment for employees. The employees shall cooperate with the Board in providing personnel to be trained at Board expense on the employees' time.

## AREA V – PERSONNEL POLICIES and PRACTICES

### Article 1 – Evaluation Procedures

**Section 1.01**
The primary objective of the evaluation of the employee is to determine the efficacy and effectiveness of the employee and the improvement of instruction.

**Section 1.02**
The employer shall determine which methods of evaluation shall be used.

**Section 1.03**
The principal, or the principal's designated representative, shall acquaint employees with the formal evaluation procedures to be used. Such notification shall be on or before September 30th of the year the employee is to be evaluated.

**Section 1.04**
Beginning teachers shall be evaluated by the process outlined in Section 284 of the Iowa Code.

**Section 1.05**
The school district shall review a teacher's performance by way of a Performance Review, at least once every three years as outlined in Iowa Code Chapter 284.

**Section 1.06**
The evaluator shall have some type of communication with the teacher after each formal classroom observation.

**Section 1.07**
The formal classroom observation shall be a minimum of 20 minutes.

**Section 1.08**
The evaluation shall be in writing. The employee and principal shall sign the evaluation form. These signatures are not necessarily an acceptance agreement but only to verify the common reading.

**Section 1.09**
The evaluator shall have a meeting with the employee within fifteen (15) school days following the observation that precedes the written evaluation.

**Section 1.10**
The employee shall receive a written copy of the evaluation and within seven (7) days thereof may reply in writing to the evaluation. This reply shall be attached to the evaluation.

**Section 1.11**
The preceding portions of this article deal with but a single method of formal evaluation, i.e. evaluation of classroom performance. It is understood that this article shall not preclude the necessary evaluation in other areas appropriate to the teaching profession. Duties contracted on the supplemental salary schedule may be evaluated independently of the procedures as set for herein.

**Section 1.12**
In any proceedings in which the school district attempts to use past evaluations to justify adverse action taken against an employee, including such adverse action as withholding of a step increase, suspension, termination, layoff, placement on probation, etc., the employee or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluations.

All timelines as they pertain to filing a grievance are hereby waived in regards to challenging past evaluations once adverse action is taken by the school district. In the arbitration proceedings, the school district has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations made by the evaluator.

## Article 2 – Transfer Procedure

**Section 2.01**
This provision shall relate only to transfers between one building and another.

**Section 2.02**
Transfers to another building may be initiated by an employee submitting a request to immediate supervisor or by the immediate supervisor initiating the request.

**Section 2.03**
All transfers shall be made only after discussion by those involved in the transfer and with the full knowledge of all parties. Final action on transfers shall not be taken until approval has been given by the superintendent of schools.

**Section 2.04**
Transfers shall be based upon qualifications of the employee and the needs of the school district.

**Section 2.05**
The superintendent or his designee shall post in all school buildings a list of regular teaching vacancies which occur during the school year. No posting shall be done during the summer vacation days for vacancies. Vacancies shall be made available to an employee during summer vacations days if said employee requesting such information.

**Section 2.06**
Employees who desire a transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade and-or subject and school where the employee desires to be transferred. Such requests for transfers for the following year shall be no later than May 1st.

**Section 2.07**
In the determination of requests for voluntary or involuntary transfers, the wishes of the individual employee may be honored to the extent that the transfer does not conflict with the instructional and programs needs of the school system. No such request will be denied or made for wholly arbitrary and capricious reasons. If more than one employee has applied for the same position, the determination as to which employee shall be transferred may be made on the basis of certification, academic preparation and evaluation.

**Section 2.08**
An involuntary transfer shall be made only after a meeting between the employee involved, the principal, superintendent, and if desired by the employee, an Association representative, at which the employee involved shall be given written reasons(s) thereof.

**Section 2.09**
An employee being involuntarily transferred shall be placed only in equivalent position and rank if such position and rank are available in the building being transferred to the employee's position on Schedule A herein shall remain unchanged by the transfer.

**Section 2.10**
Notice of an involuntary transfer shall be given in writing to the employee as soon as practical and not later than May 1st if the position to which the employee is being transferred is known by May 1st.

## AREA VI

## ARTICLE 1 – COMPLIANCE CLAUSES and DURATION

**Section 1.01**
Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

**Section 1.02**
Copies of this agreement shall be printed by the Board and expense for such printing shall be shared equally by both parties. Copies of the agreement shall be provided for each employee, plus 30 additional copies for the Association and 40 copies for the Board.

**Section 1.03**
Both parties hereby agree that all sections and subsections of the 1994-95 agreement shall be incorporated into this agreement, except as otherwise amended, modified, substituted, added or deleted as a result of these negotiations.

**Section 1.04**
The agreement shall be effective as of July 1, 2006 and shall continue in effect until and through June 30, 2008.

**Section 1.05**
In witness thereof, the parties hereto have caused this agreement to be signed by their Presidents, attesting by their respective Chief Negotiators, and their signatures placed herein, all on the eighth day of February, 2006.

## Oelwein Community Education Association

Douglas E. Hannasch
By Its Chief Negotiator

By Its President

## Oelwein Community School Board of Education

Jim Moeller
By Its President

By Its Chief Negotiator