Okoboji CSD Okoboji EA 7/1/2006 6/30/2007

OKOBOJI CSD/EA 06-07

MASTER CONTRACT

BETWEEN

OKOBOJI EDUCATION ASSOCIATION

AND

OKOBOJI COMMUNITY SCHOOL DISTRICT

2006-2007 CONTRACT

OKOBOJI COMMUNITY SCHOOL

MILFORD, IOWA

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ARTICLE I

RECOGNITION

The Board of Directors of the Okoboji Community School recognizes the Okoboji Education Association as the exclusive bargaining representative for the employees of the Okoboji Community School and the following bargaining unit:

INCLUDED: All professional employees of the district, including teachers, counselors, librarians, federal program instructors, and all others employed in a professional capacity.

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

(PERB Certification (Case No. 3303) November 11, 1986)

Definition

1. The Term "Board," as used in this agreement shall mean the Board of Education of the Okoboji School District or its duly authorized representatives.

2. The term "Employee," as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

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

4. The term "bargaining unit," shall mean all of the employees covered by PERB certification whether members of the Association or not.

5. For the purposes of this Contract, Seniority shall mean all continuous service since the last year of hire by the Milford Community School District or the Okoboji Community School District.

   Any leave taken pursuant to this Contract shall not constitute a break in service.

ARTICLE II

GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint that there has been alleged violation, misinterpretation, or misapplication of any of the provisions of this contract.

B. Every employee, group of employees or the Association covered by this agreement shall have the right to present grievances in accordance with these procedures.

C Association grievances, group grievances and grievances involving more than one supervisor or an administrator above the building level may be filed at Step 3.

D A grievant may be represented at all steps by her/himself or a representative of his/her choosing.

E The failure of an employee(s) or the Association to act on any grievance within the presented 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 grievant(s) or the Association to proceed to the next step. The time limits, however, may be extended by mutual agreement.

F Any investigation or other handling or processing of any grievance by the grieving employee(s) or the Association shall be conducted so as to result in no interference with or disruption of the school instructional program.

G Procedure:

Step 1: An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant and his or her immediate Supervisor.

Step 2: If the grievance is not resolved informally, the aggrieved employee(s) or the Association may file the grievance in writing. The grievance shall be filed in writing within twenty (20) school days from the occurrence of the event giving rise to the grievance or from the date that the grievant would have reasonably known of it.

The grievant(s) or the Association shall meet with the Supervisor, at a mutually agreeable time, following the filing of the written grievance and discuss the matter.

The written grievance shall state the nature of the grievance, the clause or clauses violated and the remedy requested.

The Supervisor shall make a decision on the grievance and communicate it, in writing, to the employee(s) and the Association within ten (10) school days of the date of the Step 2 meeting. The written decision shall include the reasons for the decision.

Step 3: If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Step 2, they may file, within ten (10) school days of the receipt of the written decision, the grievance with the Superintendent.

The grievant(s) or the Association shall meet with the Superintendent or his/her designee, at a mutually agreeable time following the filing of the grievance at Step 3, to discuss the matter.

The Superintendent or his/her designee shall make a decision on the grievance and communicate it in writing to the employee(s) and the Association within ten (10) school days of the date of the Step 3 meeting. The written decision shall include the reasons for the decision.

Step 4: If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Step 3, he/she, may, within fifteen (15) school days of the receipt of the written decision from the Superintendent or his/her designee request in writing that the Association submit the grievance to Arbitration. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within twenty (20) school days of the receipt of the request by the aggrieved, submit the grievance to Binding Arbitration.

H. Binding Arbitration:

1. Within ten (10) school days after the written notice to the Superintendent, the Superintendent or his/her designee and the Association shall attempt to agree on a mutually acceptable Arbitrator. If the parties are unable to agree on an Arbitrator, a request for a list of five (5) Arbitrators may be made to the Iowa PERB by either party.
2. The parties shall meet within five (5) school days of the receipt of the list of names and shall pick an Arbitrator by alternately striking names until only one name is left; that person shall be the Arbitrator. If the individual picked cannot or will not serve, the parties may, by mutual agreement, go to that individual who was struck last. If either party objects, a new list will be obtained from Iowa PERB and an Arbitrator picked according to the rules already laid down. The party who picks first will be determined by the parties or in the event of a disagreement, by lot.
3. The Arbitrator selected will confer with both parties and will hold hearings promptly and will render his/her decision no later than thirty (30) days from the date of the close of hearing, or if oral

arguments have been waived, then from the date the final statements and proofs have been received by him/her.

4. The Arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions on the issues submitted.

5. The Arbitrator will be without authority or power to make any decision in violation of the contract and may not amend, nullify, ignore or add to the provisions of the agreement and will decide only on the issues presented based on the language of the contract.

6. If any question arises as to arbitrability, such question will first be ruled upon by the Arbitrator. The Arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement. The merits of a grievance and the substantive and procedural arbitrability issues which may arise shall be consolidated for hearing before the Arbitrator.

7. The costs of the services of the Arbitrator, including per diem expenses, if any, and travel, subsistence costs and cost of the meeting room will be equally divided between the parties. All other costs will be borne by the party incurring them.

I. Year-End Grievance:

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, would result in irreparable harm to the aggrieved party, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days thereafter.

J. 1. All days shall be normal work days.

2. All timelines may be changed or reduced by mutual agreement.

K. Forms which may be used for the filing of grievances are included as Schedule D. These forms are not mandatory and the written grievances need only to conform to the criteria listed in Step 2.

ARTICLE III

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by this agreement shall be according to their placement on Schedule A, which is attached and made a part of this contract.

B. Placement of Schedule

1. Each employee of the Okoboji School District who has taught in the system in the years immediately preceding the 2006-2007 school year shall be placed on Schedule A in the exact place where they were in the 2006-2007 school year except that if they have not reached the maximum step in their lane they shall move one step vertically for the 2006-2007 year.
2. Credit for actual teaching experience may be given for previous outside teaching experience in a duly accredited school, upon initial employment

3. Any employee who teaches ninety (90) days or more in any accredited school system in any school year may be given full credit for that year of service upon initial employment.

C. Advancement on Schedule

1. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum of their educational lane is reached.

2. A year of service shall consist of employment in the Okoboji District, or its predecessor Districts or any of the schools which reorganize into the Okoboji District or its successor District, for ninety (90) consecutive teaching days or more in one school year.

3. Individual contracts will be modified to reflect qualified lane changes due to increased educational credit once every year effective at the beginning of the school year, provided a letter of intent to request advancement is filed with the Superintendent by March 1, and a transcript of credits earned is filed with the Superintendent not later than October 1 of the school year in which the advance is to become effective. If the failure to provide the transcript of credits is the fault of the institution at which the credits are earned, this shall not bar the modification from taking place.

   Credit, to be eligible for advancement, must be in graduate credit courses which pertain to the individual's teaching assignment, or major, or that are in areas which would reasonably enhance the professional ability of the teacher, and are approved by the Superintendent.

D. A career increment of three hundred dollars **($300)** will be paid every three **(3)** years after the schedule limit has been reached in each vertical column of the Salary Schedule.

E. When teachers perform Board-requested curriculum work during the summer they shall be compensated either by credit for horizontal movement on the salary schedule or by receiving $20.00 per hour for all time worked. Credit shall be limited to a maximum of three (3) hours credit for each two (2) weeks worked. If the hourly rate is used, a minimum of four (4) hours per day of work shall be paid. The Superintendent shall select the method of payment and notify the employee of the method chosen prior to commencement of curriculum work. The Superintendent shall arrange the hours and days for curriculum work and notify the employee of the schedule prior to commencement of the curriculum work.

F. Employees who must use their own automobiles for in-district travel shall be paid at the maximum rate fixed by the state and set forth in Board Policy for travel between an assigned work place at Arnolds Park and an assigned work place at Milford or vice versa in accordance with their work assignment as made by their immediate supervisor and includes extended contracts, but does not include travel between the assigned work place and the employee's residence.

ARTICLE IV

SUPPLEMENTAL PAY

A. Employee participation in extra-curricular activities which extend beyond the regularly scheduled day as listed on Schedule B shall be compensated according to the rate of pay set forth in that schedule. This schedule shall apply to duties performed from August 1, 2006 through August 1, 2007. Employees and their spouse shall be admitted free to all school-sponsored activities. In return for such free admittance, employees shall be assigned to work (ticket taking, selling, and supervision) up to a maximum of three activities as assigned by the principal or his/her designee.

B. In the event that an employee is assigned to work an event and is unable to carry out the assignment, it shall be the employee's responsibility to provide a substitute except in the case of an employee who is on paid leave, in which case it shall be the District's responsibility to provide a substitute worker.

ARTICLE V

HOURS OF WORK

A. Full time employees covered under this contract shall work a normal work day of eight (8) hours per day from **8:00 A.M. until 4:00 P.M.**

In the event that a teacher needs to perform certain activities which make it impossible to be at school by the starting time or necessitates leaving before the finishing time, the Superintendent or the building Principal shall have the discretion to make such adjustments.

On Fridays and days preceding holidays and vacation periods, the work day shall end no later than fifteen (15) minutes after the students have left.

B. There shall be a paid duty-free lunch period of no less than twenty-five (25) minutes during the work day.

C. Secondary teachers will receive preparation time, at least equal to one (1) regular class period per day. Elementary teachers will receive the equivalent of at least one hundred and fifty (150) minutes per week. This preparation time will be in addition to duty free lunch and for elementary teachers, it will be in addition to recess time.

D. Employees will receive five (5) paid holidays. These shall be: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

E. In the event school is dismissed because of weather conditions, the teachers will be permitted to leave no later than fifteen (15) minutes after the students have left.

In the event classes are to start late because of the weather conditions, teachers will report to school thirty (30) minutes before the time established to start classes.

F. In addition, it shall be understood and agreed that the employees shall attend meetings called by the administration for the conduct of building affairs and for curriculum work and for other reasons which are necessary and essential for carrying out the purposes of the District. The number of such meetings shall be of reasonable quantity to accomplish the purpose of the meetings. The meetings may be called before or after school, at the discretion of the administration, but shall not start before one-half (1/2) hour prior to the start of school nor run beyond one-half (1/2) hour following the close of school.

G. For part-time employees, their working hours will be set by the Superintendent or his/her designee and those employees who are contracted to work on an extended basis shall work hours agreed to by the employee and the Board.

H Extended hours beyond those set out in A, above are required for employees involved in those activities referred to in Schedule B and shall be paid according to Schedule B.

ARTICLE VI

LEAVES OF ABSENCE

A. Sick Leave:

1. Employees are granted leave of absence for temporary disability with full pay in accordance with the following schedule:

1st year of employment. . . . . 10 days
2nd year of employment. . . . . 11 days
3rd year of employment. . . . . 12 days
4th year of employment. . . . . 13 days
5th year of employment. . . . . 14 days
6th year of employment. . . . . 15 days

2. The amounts listed on (1) shall apply only to consecutive years of employment in the Okoboji Community School District or its predecessor District and unused portions shall be cumulative to a maximum of 120 days.

B. Bereavement Leave:

1. Up to five (5) days per occurrence on full pay shall, upon request of the employee, be granted in the event of a death in a school employee's immediate family: mother, father, brother, sister, spouse, or child.

2. Up to two (2) days per occurrence on full pay shall, upon request of the employee, be granted in the event of a death of an employee's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

3. A maximum of one (1) day of leave on full pay shall, upon request of the employee, be granted to attend the funeral of a close friend or other relative not listed above. Employees are to fulfill these obligations by one-half (1/2) day of absence, if possible.

4. Bereavement leave shall be granted by the Superintendent or his designee and shall be used for attendance at the funeral and any other purposes directly arising from said death. The number of bereavement days requested shall be granted without loss of pay not to exceed to maximums established in 1, 2, and 3 above. Unused bereavement leave shall not be accumulative.

5. In the event of the death of a student or employee of the school district, the building principal may grant to an appropriate number of employees sufficient time, without loss of pay, to attend the funeral.

C. Emergency Illness or Injury to Immediate Family:

1. A maximum of **four (4)** days leave per year with pay shall be granted when an emergency illness or injury in the immediate family, as defined in paragraph B.1 of this article, necessitates the employee's absence. **Days used for this purpose will be deducted from the employee's sick leave.** More days may be granted for emergency illness or injury at the discretion of the administration.

D. Personal Leave:

1. Each employee may request four (4) leave days per year, two (2) with no deduction, and (2) with the full cost of a substitute deducted from the teacher's wages. The request shall be made to the Superintendent or designee at least five (5) days in advance of the day requested for leave except in the case of an emergency.

2. The decision on granting the leave or request shall be with the Superintendent or designee.

3. The (4) days may be used for any purpose desired by the teacher, subject to the following conditions: The day shall not be taken during the first or last week of school or the days immediately prior to or subsequent to a holiday or vacation period. Further, the Superintendent or designee may limit the number of teachers leaving on the same day to the number of available substitutes. The employee taking such personal leave shall have deducted from the employee's salary the amount of money which the District is paying a substitute teacher at that time, whether or not a substitute is actually obtained.

E. Jury Duty:

Employees in the Okoboji Community School District shall continue to receive their regular compensation when called for jury duty, provided that they shall remit or turn over to the Okoboji Community School District that compensation, except for mileage reimbursement, which they receive from jury duty.

F. Professional Leave:

Attendance at educational and professional meetings is permitted with full pay if such absence is approved by the immediate Supervisor and Superintendent. The request for this leave shall be submitted at least five (5) school days prior to the day requested for the leave. In the event an employee covered by this Agreement wishes to make application for professional leave which is for more than one day absence, the request shall be submitted at least ten (10) school days in advance of the days requested for leave. The District shall pay all expenses incurred by the teachers when taking professional leave, including all fees, room, meals and mileage.

G. Association Leave:

Up to six (6) days of leave shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations, provided that the local association shall reimburse the District for the cost of substituting employees acquired for those days of association leave. This leave shall be reported to the Superintendent no less than five (5) work days in advance of the first leave day.

H. Maternity Leave:

The employee shall notify the Superintendent as soon as the employee foresees the necessity for maternity leave. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the attending physician. The teacher shall return to previously assigned full-time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges. An employee shall be entitled to all raises and increments if the employee teaches at least one-half (90 days) of the school year. The 90 day period need not be continuous. Sick leave shall not extend beyond such time that the physician deems the employee physically and mentally fit to return to the assigned duties of employment. An unpaid extended leave of absence for maternity may be granted by the Board beyond sick leave at its sole discretion. The leave time desired must be arranged in advance so that the District's educational program can continue uninterrupted. Maternity leave will apply for adoption of children one year of age and under, but maternity leave does not apply to male

employees. The maternity leave described in this paragraph is a form of sick leave for temporary disability granted under Paragraph A above and is not in addition to sick leave.

I. Unpaid Leave:

Unpaid leave may be authorized by the Superintendent for purposes the Superintendent considers urgent and necessary. For such absences, deductions from the employee's salary will be made in accordance with the District's pay deduction requirements and regulations.

The employee shall make application for authorization at least ten (10) days in advance of the occurrence or, if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.

Involuntary absence not heretofore provided for may be excused by the Superintendent. The employee shall make application to the Superintendent immediately for excuse for such absence, and deductions in salary shall be made unless such deduction in salary is specifically waived by the Superintendent.

ARTICLE VII

TRANSFER PROCEDURES

A. Definitions:

1. The unwilling movement of an employee to a different grade level, subject area, or building, is an involuntary transfer.

2. The willing movement of an employee to a different grade level, subject area or building is a voluntary transfer.

B. Employees shall be notified of vacancies occurring within the bargaining unit when they occur as follows:

1. Vacancies occurring after August 31 and before May 16: posting on the school bulletin board, and

2. Vacancies occurring after May 25 and before September 1: posting on the school bulletin board and written notice to the Association president and/or designee.

C. Filing Request:

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the building or buildings to which the employee desires to be transferred, in order of preference. Such request for transfer and reassignment for the following school year shall be submitted not later than May 1 (December 1 for the second semester).

D. Qualified Volunteers:

No position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

E. Notice:

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than June 1, except in case of emergency.

F. Procedure:

1. Voluntary Transfer:

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If more than one employee with certification has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority.

2. Involuntary Transfer

If the involuntary transfer or reassignment is necessary, employees will be transferred in reverse order of seniority. Employees with the least seniority in the subject area or grade level in which the involuntary transfer is necessary will be transferred first.

G. Meeting and Appeal:

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

In the event that an employee objects to the transfer or reassignment on the basis of the reasons provided at this meeting, the employee may appeal the involuntary transfer or reassignment at the appropriate level of the Grievance Procedure, ARTICLE II.

H. Priority in Reassignment:

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order or preference, to which they desire to be transferred.

ARTICLE VIII

PROCEDURES FOR STAFF REDUCTION

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

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

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

C. If staff reduction still has not been accomplished, the teachers with the least seniority will be terminated or reduced in contractual time as determined by the administration and Board, provided that the teachers who remain are certified and qualified to teach the classes that are offered. In the event that two or more teachers have equal seniority, the Board, in its opinion,

shall base its decision as to the resulting contract renewal(s) on the relative skill, ability, and qualifications of those teachers.

ARTICLE IX

EMPLOYEE EVALUATION PROCEDURES

A. Rationale:

The professional growth of teachers is a high priority of the Okoboji Community School District. The staff development plan will reflect current "best research and practices" in curriculum and instruction in order to ensure that teachers continuously improve. Since the achievement of students is an important measure of success of a school, such a philosophy regarding professional growth will maintain the focus on learning for both teachers and students.

B. Notification - Assigned Employees:

Within two (2) weeks after the beginning of each school term, the building principal or designee will acquaint each employee under his/her supervision with the evaluation procedures, Iowa Teaching Standards, and instruments and the person responsible for conducting the evaluation. Those teachers who serve more than one building may be evaluated by each principal/supervisor in whose building they work, but will be assigned a home building whose principal will have primary responsibility for evaluation procedures.

C. Procedures:

Clinical Model of formal evaluation will be conducted for the following teachers:

a. New employees to the profession – Tier I evaluation as prescribed by state law
b. Teachers on probationary status or new to the District – Tier II
c. Teachers on their designated year of a three (3) year cycle – Tier II

This type of evaluation will involve a pre-observation conference to discuss the goals and activities of the lesson(s), classroom observation(s), and a written evaluation report signed by both the teacher and the evaluator. This process should be completed in a timely fashion with a copy of the final written report given to the teacher within five (5) school days of the post conference. Both the principal/evaluator and the employee will sign the final written evaluation. A copy of the final written evaluation shall be sent to the Superintendent and kept in the teacher's personnel folder. The employee's signature does not necessarily indicate agreement with the report, only that it has been reviewed with him/her.

The evaluation will target teacher characteristics and skills as defined by the Iowa Teaching Standards

The building principal or designee reserves the right to assign teachers to the Intensive Assistance Plan – Tier III

2. Individual Career Development Plan will be used with all teachers in the District including new teachers and those on probationary status. This evaluation process is based upon the belief that teachers have the ability to analyze their professional characteristics and skills and develop ways in which to improve upon them.

All teachers involved in the Individual Career Development Plan will develop an individual plan in conjunction with the building principal or designee. This plan will relate to the goals of the District

and/or the building, thus enhancing the educational mission. Individual Career Development Plans will be written for one year. The process for this model will include:

a. By November 1, a written plan will be submitted to the building principal or designee detailing the goals, activities, timeline, and methods of assessing the results. This plan will be developed in consultation with the principal and/or designee and align with District and/or building level goals.

b. By November 15, the building principal and/or designee will notify the teacher as to whether the individual plan is approved. If not approved, the principal and/or designee will provide suggestions so that the plan is acceptable.

c. By February 1, the building principal and/or designee will receive a progress report from the teacher which will provide evidence that efforts are being made to reach the goals of the plan and explain any modifications underway. This report may be in the form of a brief written report or an oral conference.

d. By May 15, or a time mutually agreeable to the teacher and principal/designee, a final report will be submitted detailing the results of the growth plan. Both the principal and/or designee and the teacher will sign this final report to indicate that it has been discussed.

e. Self-assessment will be a key element of the evaluation of the plans.

There may be occasions where teachers decide to work collaboratively on Individual Career Development Plans. This is acceptable provided it receives approval of the principal or designee and each teacher submits an Individual Career Development Plan outlining his/her role in the plan.

D. Responses:

If the employee feels his/her written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in the evaluation file at the Superintendent's Office. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

E. Intensive Assistance:

The building principal or appropriate supervisor shall provide the employee with definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing and an initialed copy retained by the appropriate supervisor, the employee and the Superintendent. A teacher being placed on the Intensive Assistance plan is a non-grievable occurrence, as per state law.

F. Evaluation File:

1. File Review

a. Each employee shall have the right at any time to review the contents of his/her file. A representative of the Association, at the employee's request, may accompany the employee in this review.

b. The Board or its administrative representative, including building principals, shall not establish any separate file which is not available for the employee's review.

2. Due Process:

a. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses become a part of said file.

b. Any complaints directed toward an employee which are placed in his/her file are to be called to the teacher's attention in writing.

c. Each employee shall have only one evaluation file. This file will contain all documents and information that deals with said teacher's evaluations. Only information from this file can be used in the evaluation of the employee.

d. The employee shall have the right to reproduce any of the contents in his/her file at District expense.

e. Any adverse criticism of a staff member by the evaluator shall be made and kept in the strictest of confidence.

f. No evaluation shall be arbitrary, capricious, or without basis in fact.

g. Any employee shall have the right to grieve their evaluation through the grievance procedure set forth in this contract.

ARTICLE X

INSURANCE

A. The District will pay the total single premium cost of a Health and Major Medical insurance program, and single coverage of Dental Insurance.

B. In addition, the District will pay up to one-hundred and ten dollars ($110) per month towards the premium costs of family Health and Major Medical insurance for those employees who choose to take this coverage. Any additional premium costs for family coverage will be deducted from the employee's pay on a monthly basis. When both husband and wife are eligible for insurance benefits, each may apply their allowance toward family coverage. Teachers hired for less than full time will receive benefits in proportion to their time worked. For example: A teacher hired for 50% time will receive 50% of the benefits. (This percentage of benefits is applicable only to teachers hired after the 1998-1999 school year).

C. Each employee shall be covered by a term life insurance program, paid for by the Board, which provides a minimum death benefit of $12,000.

D. Each employee shall be covered by a long-term disability insurance program paid for by the Board.

E. Coverage:

The Board-provided insurance programs shall be for twelve (12) consecutive months (beginning September 1, 2006 and ending August 31, 2007). Employees new to the district shall be covered by Board-provided insurance no later than one (1) month after initial employment. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

F. Descriptions:

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

G. Continuation:

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

H. The insurance coverage provided the employees shall not be reduced or changed by the District except as agreed to by the Association. **(Starting July 1, 2002, certified staff can choose either Protector 500 w/A-S or Protector 750 w/A-S).**

I. For the 2006-2007 school year, the Association agrees to participate in a Split Funding Plan administered by PRIME Benefits Systems. The employees shall see no change in benefits. Premiums for single policyholders will still be paid in full. Premiums for family policyholders, will have the same employee cost as 2005-2006.
Either party may elect to revert back to the 2004-2005 language after 2005-2006 for any reason.

ARTICLE XI

IN-SERVICE TRAINING

A. Employees shall cooperate with in-service training programs of the District designed to improve instruction, to improve reporting, to improve public relations, to develop improved courses of study or such other matters as are in the interest of the District.

B. Employees shall assist in developing educational plans and programs, and/or suggesting improvements in the operation of the school.

C. Committees may be appointed by the District to work toward better coordination between educational levels, to plan instructional or other programs designed to improve the District and to make recommendations for textbook replacements.

ARTICLE XII

HEALTH AND SAFETY

Physical examinations shall be required of all certified personnel upon their initial employment. Forms for physical examinations shall be provided by the school district and the cost of examinations shall be borne by the employee. Thereafter, employees shall have a physical examination every third year with the cost being borne by the employee, unless paid by the District as part of a health insurance company wellness program. The examination forms shall be recommended by the Superintendent of Schools and approved by the Board of Directors.

ARTICLE XIII

DUES DEDUCTIONS

A. Authorization:

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule C. Except as provided in paragraph C., below, such authorization shall be delivered to the Board on or before October 1.

B. Regular Deduction:

Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9) of total dues from the regular salary check of the employee each month for nine (9) months beginning in October and ending in June of each school year.

C. Pro-rated Deduction:

Employees whose date of hire begins after October 1 shall have the total dues pro-rated on the basis of the remaining months of employment through June. Such employees shall deliver their authorization to the Board on or before the 10th day of the month for which the first deduction is requested.

D. Duration:

Such authorization shall continue in effect from year to year unless revoked in writing by thirty (30) days notice to the Board and to the Association's president or his/her designee.

E. Transmission of Dues:

The Board shall transmit to the Association treasurer within ten (10) contract days following each regular pay period the total monthly deduction for professional dues, and a listing of the employees for whom a deduction was made and the amount of each employee's deduction.

F. If the Board deducts an installment of dues when such deduction should not have been so deducted, the Association will reimburse the employee for such deduction. If the Board fails to deduct an installment of dues which such deduction should have been deducted, the Board shall deduct such unpaid dues on a pro rata basis from the remaining wage payments dues during the fiscal year.

ARTICLE XIV

SAVINGS

In the event that any provision of this Agreement shall become void or illegal during its term, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for its duration.

ARTICLE XV

COMPLIANCE, DURATION AND SIGNATURE

A. Printing Agreement:

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board. In the event that either party desires additional copies, that party shall assume the full cost, if any, of such copies.

B. Term of Contract:

This Agreement shall be effective as of July 1, 2006 and shall continue into effect until June 30, 2007 except as otherwise provided at Article IV (C) and for supplemental pay salaries, which will be for the period from August 1, 2006 to August 10, 2007.

C. Signature Clause:

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and attested by their Secretary or Superintendent, and their signatures placed thereon, all on the 10th day of May, 2006.

Okoboji Education Association	Okoboji Community School District
By: Bruce Lein President	By: President
By: Kristen Gortland Secretary	By: Robert C. Miller Superintendent
By: Scott Seeger Chief Negotiator	By: Robert C. Miller Chief Negotiator

SCHEDULE D

(Dues Deduction Authorization Form)

AUTHORIZATION FOR PAYROLL DEDUCTION
FOR CONTINUING PROFESSIONAL DUES

I hereby authorize and direct the Okoboji Community School to deduct annually the prevailing dues in nine (9) installments in payment of professional dues to the Okoboji Education Association (OEA). Said deduction shall begin October 1 of each year and shall be remitted monthly to the OEA. In the event my employment is terminated prior to June 1, I authorize the School District to deduct the unpaid balance of professional dues to the OEA and forward same to the OEA.

This authorization for dues deduction is terminable upon thirty (30) days written notice by me to the Okoboji Community School as required by Section 20.9 of the Iowa Public Employment Relations Act.

_____
Employee's Signature

_____
Employee's Social Security Number

_____
School

_____
Date

$_____
Total Dues for the Year

SCHEDULE E

GRIEVANCE FORM

FORM A

TO:_____
Building Administrator Date Submitted

NOTE: Filing of the Level 2 complaint shall be with the building principal. (If more space is needed, please use the back of this sheet and indicate which question the statement applies to).

1. Date on which grievance is alleged to have occurred:

_____

2. Article, section and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied.

_____

3. Give all facts giving rise to this alleged grievance:

_____

_____

_____

4. Give nature of the alleged grievance:

_____

_____

5. Employee statement of relief of grievance sought:

_____

_____

_____

_____ _____
Signature of Grievant Signature of Building Administrator

FORM B

TO: Superintendent

_____
Date Submitted

Grievant's statement regarding why, in his opinion, and in what way that the alleged grievance was not afforded relief by the building administrator.

_____

_____

_____

_____

_____

Additional relief sought by grievant not afforded at previous level.

_____

_____

_____

_____
Signature of Grievant

_____
Signature of Superintendent

27,015 SALARY SCHEDULE 2006-2007

27,015

INDEX	BA	BA+10	BA+20	BA+30	MA	MA10
0	27,015	27,961	28,906	29,852	30,797	31,743
1	28,096	29,041	29,987	30,932	31,878	32,823
2	29,176	30,122	31,067	32,013	32,958	33,904
3	30,257	31,202	32,148	33,093	34,039	34,984
4	31,337	32,283	33,228	34,174	35,120	36,065
5	32,418	33,364	34,309	35,255	36,200	37,146
6	33,499	34,444	35,390	36,335	37,281	38,226
7	34,579	35,525	36,470	37,416	38,361	39,307
8	35,660	36,605	37,551	38,496	39,442	40,387
9	36,740	37,686	38,631	39,577	40,523	41,468
10	37,821	38,767	39,712	40,658	41,603	42,549
11	38,902	39,847	40,793	41,738	42,684	43,629
12	39,442	40,387	41,873	42,819	43,764	44,710
13	39,442	40,387	42,954	43,899	44,845	45,790
14	39,442	40,387	43,494	44,440	45,926	46,871
15	39,742	40,687	43,494	44,440	47,006	47,952
16	39,742	40,687	43,494	44,440	47,546	48,492
17	39,742	40,687	43,794	44,740	47,546	48,492
18	40,042	40,987	43,794	44,740	47,546	48,492
19	40,042	40,987	43,794	44,740	47,846	48,792
20	40,042	40,987	44,094	45,040	47,846	48,792
21	40,342	41,287	44,094	45,040	47,846	48,792
22	40,342	41,287	44,094	45,040	48,146	49,092
23	40,342	41,287	44,394	45,340	48,146	49,092
24	40,642	41,587	44,394	45,340	48,146	49,092
25	40,642	41,587	44,394	45,340	48,446	49,392
26	40,642	41,587	44,694	45,640	48,446	49,392
27	40,942	41,887	44,694	45,640	48,446	49,392
28	40,942	41,887	44,694	45,640	48,746	49,692
29	40,942	41,887	44,994	45,940	48,746	49,692
30	41,242	42,187	44,994	45,940	48,746	49,692
31	41,242	42,187	44,994	45,940	49,046	49,992
32	41,242	42,187	45,294	46,240	49,046	49,992
33	41,542	42,487	45,294	46,240	49,046	49,992
34	41,542	42,487	45,294	46,240	49,346	50,292
35	41,542	42,487	45,594	46,540	49,346	50,292
36	41,842	42,787	45,594	46,540	49,346	50,292
37	41,842	42,787	45,594	46,540	49,646	50,592

OKOBOJI COMMUNITY SCHOOLS EXTRA DUTY 2006-2007

27,015.00	SCHEDULE B - EXTRA DUTY PAY		2006-2007		TOTAL
ACTIVITY	POSITION	PERCENT	AMOUNT	NUMBER	COSTS
	Athletic Director	15.0%	$4,052.25	1	$4,052.25
	Athletic Director - Middle School	8.0%	$2,161.20	1	$2,161.20
Football	Head Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Coach	9.0%	$2,431.35	4	$9,725.40
	Head JH Coach	7.0%	$1,891.05	2	$3,782.10
	Assistant JH Coach	6.0%	$1,620.90	2	$3,241.80
Volleyball	Head Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Coach	9.0%	$2,431.35	2	$4,862.70
	Head JH Coach	7.0%	$1,891.05	2	$3,782.10
Basketball	Head Boys Coach	15.0%	$4,052.25	1	$4,052.25
	Head Girls Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Boys Coach	10.0%	$2,701.50	2	$5,403.00
	Assistant Girls Coach	10.0%	$2,701.50	2	$5,403.00
	Head JH Boys Coach	7.0%	$1,891.05	2	$3,782.10
	Head JH Girls Coach	7.0%	$1,891.05	2	$3,782.10
	Chaperone	5.0%	$1,350.75	1	$1,350.75
Wrestling	Head Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Coach	9.0%	$2,431.35	1	$2,431.35
	Head JH Coach	7.0%	$1,891.05	1	$1,891.05
	Assistant JH Coach	6.0%	$1,620.90	1	$1,620.90
Track	Head Boys Coach	15.0%	$4,052.25	1	$4,052.25
	Head Girls Coach	15.0%	$4,052.25	1	$4,052.25
	Head Cross Country Coach	10.0%	$2,701.50	1	$2,701.50
	Assistant Track Coach	8.0%	$2,161.20	3	$6,483.60
	Head JH Boys Coach	7.0%	$1,891.05	2	$3,782.10
	Head JH Girls Coach	7.0%	$1,891.05	2	$3,782.10
	Head MS Cross Country Coach	6.0%	$1,620.90	1	$1,620.90
Golf	Head Boys Coach	10.0%	$2,701.50	1	$2,701.50
	Head Girls Coach	10.0%	$2,701.50	1	$2,701.50
Baseball	Head Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Coach	9.0%	$2,431.35	2	$4,862.70
Softball	Head Coach	15.0%	$4,052.25	1	$4,052.25
	Assistant Coach	9.0%	$2,431.35	2	$4,862.70
Cheerleading	HS Sponsor	7.0%	$1,891.05	1	$1,891.05
	Drill Team	4.0%	$1,080.60	1	$1,080.60
	JH Sponsor	4.0%	$1,080.60	1	$1,080.60
Music	Marching Band, Swing Band, Contest	15.0%	$4,052.25	1	$4,052.25
	Musical, Swing Choir, Contest	15.0%	$4,052.25	1	$4,052.25
	Assistant Musical	6.0%	$1,620.90	1	$1,620.90
	Swing Choir Choreographer	3.0%	$810.45	1	$810.45
	Vocal Music Accompanist	3.0%	$810.45	1	$810.45
	Jazz Band, JH	6.0%	$1,620.90	1	$1,620.90
Speech	Director, Debate	15.0%	$4,052.25	1	$4,052.25
	Assistant Director, Debate	9.0%	$2,431.35	1	$2,431.35
	Director, HS Play	7.0%	$1,891.05	1	$1,891.05
	Director, JH Play	4.0%	$1,080.60	1	$1,080.60
	Contest Speech	7.0%	$1,891.05	1	$1,891.05
Publications	Yearbook	7.0%	$1,891.05	1	$1,891.05
	Newspaper	4.0%	$1,080.60	1	$1,080.60
Organizations	Student Council	4.0%	$1,080.60	1	$1,080.60
	M. S. Student Council	3.0%	$810.45	1	$810.45
	National Honor Society	3.0%	$810.45	1	$810.45
	Junior Class	7.0%	$1,891.05	1	$1,891.05
	Art Appreciation Society	2.0%	$540.30	1	$540.30
	Business Club	2.0%	$540.30	1	$540.30
Academic Skills	Junior High Problem Solving	3.0%	$810.45	1	$810.45
	Brain Bowl Sponsor	1.0%	$270.15	1	$270.15
	TOTALS			74	$ 165,331.80