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

SAC CSD/EA 06-07

AGREEMENT
BETWEEN THE

SAC COMMUNITY SCHOOL DISTRICT

BOARD OF DIRECTORS

AND THE

SAC CITY EDUCATION ASSOCIATION

JULY 1,2006 THROUGH JUNE 30, 2007

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PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Sac Community School District is their mutual desire, and

WHEREAS, the Board and the Association have agreed to negotiate in good faith, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE I: RECOGNITION

A. Unit

The Board recognizes the Sac City Education Association or authorized representative of the Iowa State Education Association as the exclusive bargaining representative for the employees of the Sac Community School District, a public employer as set forth in the PERB certification instrument (Case No. 184) issued by the PERB on the 19th of September 1975. The unit described in the above certification is as follows:

Included: Regular full-time certified classroom teachers, regular part-time certificated classroom teachers, guidance counselors, librarian-multimedia director, and EMR teachers (Special Education).

Excluded: Substitute teachers, teacher associates, teacher aides, athletic/activities director duties and assignments not associated with classroom teaching, all non-professional personnel, and all other employees excluded by Section 4 of the Act.

B. Definitions

1. The term "Board" as used in this agreement shall mean the Board of Education of the Sac Community School District or its duly authorized representative.

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 Sac City Education Association or its duly authorized representative or agents.

ARTICLE II: GRIEVANCE PROCEDURE

A. Definition

1. Grievance. A grievance is an allegation by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Master Contract Agreement.

2. Grievant. A grievant is the employee or the Association who is making the allegation that there has been a violation, misinterpretation, or misapplication of the Master Contract Agreement.

B. Purpose

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

C. The failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

D. Level One (informal)

A grievant shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally. Such discussion shall commence within fifteen (15) school days of the alleged occurrence of the grievance.

E. Level Two

If, as a result of the informal discussion with the principal or immediate supervisor, a grievance still exists, the grievant may invoke the formal grievance procedure on his/her own or through the Association not later than seven (7) school days following discussion with the principal or immediate supervisor, on the form set forth in Schedule A. The written grievance shall state the nature of the grievance, shall state the articles or sections violated, and shall state the remedy requested. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant. The grievance form shall be delivered to the appropriate principal or immediate supervisor. A copy of the grievance will be provided to the Association by the Administration.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within seven (7) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and the Association.

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the seven (7) school day period, the grievance may be transmitted to Level Three within seven (7) school days.

F. Level Three

The superintendent or his/her designee shall meet with the grievant and the Association within seven (7) days of receipt of the grievance. Within seven (7) school days of the meeting

of the parties, the superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the grievant and the Association.

G. Level Four

1. If within the ten (10) school days following the formal third step, the Association with the consent of the grievant submits a request to the superintendent to enter into arbitration, either party may submit a written request for a list of seven (7) arbitrators to the American Arbitration Association. The selection of the arbitrator and the hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. The arbitrator so selected shall confer with the superintendent and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion of the issues submitted. An arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of the collective bargaining agreement. The decision of the arbitrator shall be submitted to the superintendent and the Association and shall be final and binding on the parties.

3. The costs for the services of the arbitrator will be borne equally by the Board and the Association.

H. Level Five

1. The grievant may be represented at all stages of the grievance procedure by themselves or at their option by a representative 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 Level Two and beyond.

2. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Association set forth in section on Arbitration.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative, heretofore referred to in this article.

4. It is expressly agreed and understood that no employee or the Association shall have the right to compel arbitration of a grievance without the written consent of the other.

I. Extension of Grievance Procedures

Grievance procedures that start or extend beyond the school year, into the summer, will proceed at times that are mutually convenient and agreeable to both parties. The time limits may also be extended by mutual agreement.

ARTICLE III: EMPLOYEE RIGHTS

The Employer agrees that the employees shall have the right:

1. To self-organization. To form, join, or assist the Association.

2. To negotiate collectively through representatives of their own choosing.

3. To engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any activity is not prohibited by the Public Employment Relations Act or any other law of the State of Iowa.

4. To refuse to join or participate in the activities of the Association, including payment of any dues, fees, or assessments or service fees of any type.

ARTICLE IV: ASSOCIATION RIGHTS

1. Use school facilities for general Association meetings contingent upon their availability. Request for use of facilities will be made through the building principal.

2. Distribute Association material through the school messenger service and building mail boxes.

3. Post notice of activities and matters of Association concern on Association bulletin boards located in either faculty lounge or such other places as designated by the building principal.

4. Duly-authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.

5. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financing report and adopted budget, but nothing herein shall require the Employer to research and assemble information.

6. The superintendent's office shall cause the agenda for regular board meetings to be delivered to the school mailbox of the president of the Association when made available to the Board. If policy items are on the agenda, the president may get further amplification from the superintendent.

7. At the beginning of each school year, the Association shall be given one hour's time during the workshop for a presentation to the professional staff.

ARTICLE V: MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the School District by law are retained by the Board provided that the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

ARTICLE VI: DEDUCTIONS

A. Dues Deductions

1. Any employee covered by this agreement may, upon written notice to the Employer, authorize a payroll deduction for Association dues. Said authorization must be received by September 10th of each year in order to have the dues deducted. Any new employee may authorize the Employer to deduct dues as long as said notice is given at least 15 days prior to their first full paycheck. Said authorization forms shall be made available by the District and will be distributed by the Association.

2. Payroll deduction shall be arranged whereby dues will be deducted from each authorized employee's check in equal installments. The Employer will transmit to the Association the total deduction of dues within fifteen (15) days after the pay period.

3. The Association does hereby agree to indemnify the Board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability including court costs arising out of the application of the provisions of this Master Contract Agreement relating to dues deduction.

4. Excluded from this provision of this Master Contract Agreement shall be initiation fees, special assessments, back dues, fines, or similar items.

5. Employees may terminate dues deduction on thirty (30) days' written notification to the Employer and the Employer will notify the Association of such dues termination.

B. Other Deductions

Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, cancer insurance, health insurance, disability insurance, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VII: WAGES AND SALARIES

A. The salary of each employee covered by the regular salary schedule is set forth in Schedule B, which is attached hereto and made a part hereof. Part-time employees' salaries are to be paid in proportion to contract time.

B. 1. Adjustment to the Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. A year of service shall consist of employment in the Sac Community School District for at least one full semester.

2. Full credit shall be given for up to seven (7) years. At the discretion of the Board, more credit may be given for previous teaching experience in a duly accredited school upon initial employment.

3. Starting with the 2001-2002 contract year, new teachers without any experience shall be placed on step 1.

4. Returning to the District

Any employee with previous teaching experience in the Sac Community School District shall upon returning to the system receive full credit on the salary schedule for all teaching experience within the Sac Community School System. Additional credit may be granted for teaching experience outside of the district at the discretion of the Board.

C. 1. Increments

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 for their educational classification is reached. Starting with the 2001-2002 contract year, teachers who have reached their "maximum educational classification" shall receive a 2.05% increase of the generator base and this will continue as long as they are employed with the Sac Community School District. Increments prior to 2001-2002 shall be compensated at $130 per increment. A year of service shall consist of employment in the Sac Community School District for at least one full semester.

2. Education Lanes

Employees on the regular schedule who move from one educational lane to a higher educational lane shall not exceed one (1) vertical step movement from the previous year. For an employee to advance from one educational lane to another, the employee shall notify the superintendent in writing of an intent to advance to the higher lane by June 1st of the academic year preceding the year in which the lane change will occur. The employee shall provide evidence of the completion of additional credit to the superintendent no later than September 1st of the year in which the lane change is to occur. Hours that are appropriate for movement across the salary schedule are as follows:

Graduate hours in the following areas:
1. Any area that the teacher is currently teaching.
2. Any area that the teacher is involved in extra-curricular activities.
3. Education.
4. Guidance.
5. Psychology.
6. School Administration.
7. Human Relations.

3. Career Increment

An employee shall receive a career increment each year for the amount stipulated on Schedule B of the current salary schedule, accumulating for each year that he/she has exceeded the available step in his/her educational lane.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th day of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

2. Exceptions

When a pay date falls on or during a school holiday, vacation, weekend, or in-service day out of district, employees shall receive their paychecks on the last previous working day.

3. Employees who are new to the teaching profession may, at their option, elect to receive 50% of the first salary installment after the completion of the first ten (10) teaching days. The balance of the first salary installment will be paid at the normal pay period.

4. Employees who are offered extra-curricular contracts shall have the option to be paid in twelve (12) equal installments on the 25th day of each month or in one lump sum payment immediately upon completion of their extra-curricular contract that is offered to an employee.

E. Extra Assignment and Extended Contract Rate

The salary schedule is based on the regular employee work year as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows.

Those working beyond the 185 days specified the standard teaching contract will be paid on per diem rate as follows:

Contract Salary divided by the number of teacher days (185) times the number of days beyond the 185.

Salary x days = Additional Pay
185

F. Driver Education

Salary for Summer Driver Education instructors shall be determined by using the B.A. Column on the Salary Schedule only, and shall be limited to a maximum of seven (7) years experience. He or she shall be paid for that fraction of a day that he or she actually works. If no employee from within the system can be found to teach Driver Education, the board may contract out for this service. Contracts for part-time summer drivers education instructors may be negotiated on a per pupil basis.

G. Late Resignations

Employees wishing to terminate their continuing contract, after July 1, in order to accept a contract with another school district for the upcoming school year may submit, to the Board, a formal letter of resignation. Resignations will be accepted by the Board upon the condition that the employee wishing to terminate their continuing contract agrees to reimburse the Board for the actual cost of finding a suitable replacement, not to exceed $750. The resigning employee has the option to pay the district $750, with the unused balance submitted with their final paycheck, or have the actual cost, up to $750, deducted from their final paycheck.

H. Phase II

Phase II monies available for salaries shall be distributed to employees whose salary on Schedule B is greater than the minimum set by the State of Iowa plus the career increments. A generator base shall be determined at the beginning of the school year for Phase II monies. Employees shall be paid an index factor of the generator base equivalent to their index factor on Schedule B.

ARTICLE VIII: SUPPLEMENTAL PAY

A. Extracurricular Activities

1. Rates of Pay

Employee's participation in extra-curricular activities which extend beyond the regularly-scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule C which is attached hereto and made a part of hereof

B. Expenses of Traveling Employees

1. 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 the driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to his/her first location or from the employee's last location to his/her home is greater than the distance between the employee's home and his/her base school, he/she shall be reimbursed at the state rate/mile.

2. When a school vehicle is not available and an employee uses their own automobile for approved field trips and other business of the District, the employee shall be reimbursed at the state rate/mile.

C. Admittance to School Activities

Teachers and spouses or unmarried teachers and one companion will be admitted to regularly sponsored school affairs free of charge. Children of employees assigned to cover extra-duty assignments shall be admitted free of charge to that event.

ARTICLE IX: INSURANCE

A. Types

The Board agrees to provide all employees the following full-paid insurance protection:

1. Health and Major Medical

Each employee shall be covered by a health and major medical program paid by the Board that meets no less than present coverage. Employees wishing to purchase dependent coverage under this same policy may do so at their own expense.

The district will pay the greater dollar amount of the three single coverage plans offered

to school employees towards a dependent plan. New employees to the district shall have the option of choosing between the Amended Protector 100/Alliance Select Policy or the Protector 200/Alliance Select Policy plans.

The district will reimburse those employees on the single plan for the Amended Protector 100/Alliance Select Policy for their first $100 of medical expenses not covered by insurance, per year. Those employees on the Protector 200/Alliance Select Policy shall be reimbursed for their first $150 of medical expenses not covered by insurance, per year. Evidence of medical expenses shall be submitted to the Superintendent's Office as outlined in Article XVI: Health Provisions.

The district will reimburse those employees on the family plan for the Amended Protector 100/Alliance Select Policy for their first $50 of medical expenses not covered by insurance, per year, per employee. Employees on the Protector 200/Alliance Select Policy family plan shall be reimbursed for their first $100 of medical expenses not covered by insurance, per year. Evidence of medical expenses shall be submitted to the Superintendent's Office as outlined in Article XVI: Health Provisions.

2. School Liability

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

B. Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months beginning September 1st and ending August 31st. Employees new to the District shall be covered by Board-provided insurance on the 1st day of the month following employment.

C. Description

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 enrolling meetings.

D. Continuation

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

ARTICLE X: SICK LEAVE

A. Sick Leave

A leave of absence for an employee's personal illness or injury shall be allowed for consecutive years of employment as follows:

10 days the first year
11 days the second year
12 days the third year
13 days the fourth year
14 days the fifth year
15 days the sixth and subsequent years.

The amount of accumulated sick leave shall be one hundred twenty (120) days. Sick leave shall be with full pay to the amount of the employee's accumulated sick leave. Sick leave for a school year shall be the number of days accumulated, up to 120 days, plus the days due for the current year employed. The Employer may request medical proof from an employee absent for more than five (5) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave. In addition, the Employer may, in any case, request medical proof if, in the Employer's discretion, the Employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the Employer may review the employee's medical proof at the Employer's expense.

B. Unpaid Leave

A leave of absence for caring for a newborn infant may be granted without salary or sick leave benefits for a period not to exceed one (1) school year.

The provisions of the Federal Family and Medical Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

C. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days with their June 25th pay check.

D. Extended Leave

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year in which the sick leave has been exhausted. Leaves granted pursuant to this paragraph may be renewed each year subject to the approval of the Board.

The provisions of the Federal Family and Medical Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

ARTICLE XI: TEMPORARY LEAVES

A. Paid Leaves

As of the beginning of the current school year, employees shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year.

1.. Personal Leaves

Employees shall be allowed two (2) days per year (non-cumulative) to conduct important personal business that could not be conducted outside normal work day. Except in the case of any emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the building principal or other supervisor for approval. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the principal or other supervisor of such an emergency. The day immediately preceding or immediately following a legal holiday, school vacation period, or school recess, or during the first or last week of the school year, shall not be recognized as a personal leave day. Exceptions to these limitations may be made by the superintendent in his/her sole discretion. No more than two (2) employees in one (1) building shall be on personal leave the same day. Those who first apply will be granted. Staff will be paid (sub rate) for up to two unused personal days.

2. Religious

Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the building principal.

3. Jury Duty

a. An employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. The employee will turn over his/her dollar amount, minus any mileage received, to the school secretary to receive his/her regular pay. It is understood that 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.

b. In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee not required to perform jury duty all day shall return to work.

4. Association

Up to a total of six (6) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the state and national affiliated organizations at the discretion of the Association. No more than three (3) days shall be used by any one representative. The Association shall pay the costs of any necessary substitutes.

5. Professional Leave

Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, written request for approval of such absence on a form as provided by the Employer should be filed by the employee at least seven (7) days prior to the first day of anticipated absence. Professional days shall be used for the purpose of:

a. Visitations to view other instructional techniques or programs.

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

c. Each employee shall be reimbursed up to $100.00 per year to cover the cost of attending professional workshops, seminars, or conferences.

d. Employees that are assigned by the School District to attend workshops, conferences or seminars shall have their cost paid for by the District.

a. Leaves for Funerals

a. In the case of a death in an employee's immediate family, the employee shall be granted up to three days leave with pay. Additional leave may be granted by the superintendent in his or her sole discretion in the event of need for additional time. "Immediate family" shall be limited to the employee's spouse, children, parents, sister, brother, foster child or dependent child living in the home, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian, and legal ward.

b. One day shall be granted for the funeral of a close friend. Only four employees may be gone on the same day for the funeral of a close friend, two (2) from each building with the possibility that all four (4) may be from the same building if substitutes and/or replacements can be found.

7. Family Health Leave

An employee shall be granted Family Health Leave up to (5) days paid per year. Any employee who uses his or her three (3) days of Family Health Leave within a year may use up to an additional two (2) days per year from his or her sick leave for Family Health Leave.

8. The administration in its sole, exclusive and final discretion, may grant other paid or unpaid leaves upon the filing of a written request for such leave by an employee.

ARTICLE XII: EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an officer of the Association or its affiliates. The leave of absence will be granted in semester increments only.

B. Family Illness

A leave of absence without pay for up to the remainder of the school year shall be granted for the purpose of caring for an employee's spouse, child, or parent who is sick or injured.

The provisions of the Federal Family and Medical Leave Act are hereby incorporated into this

agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

C. Sabbatical Leave

Upon application, a leave of absence without pay of up to one (1) year shall be granted to any employee who has five (5) year's experience in the Sac Community School District for the purpose of engaging in study at an accredited college or university directly related to professional responsibilities. Such written application must be made by February 1st for the following school year. No more than two (2) employees shall take leave under this policy in any one (1) year. The notification of leave to the first two (2) employees who apply shall be made by March 1st.

D. Benefits

While on extended leave under paragraphs A, B, and C, the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase existing benefits. At the conclusion of the extended leave

of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and lane for which that employee was appointed at the time of the commencement of the leave.

ARTICLE XIII: EMPLOYEE WORK YEAR

A. The length of the in-school year, the dates on which the in-school year begins and ends, and all matters affecting the school calendar shall remain within the sole discretion of the Board, except as provided in this article.

B. Where an employee, under contract on a regular nine and one-half (9 1/2) month basis, is required to perform duties on more than one hundred eighty-five (185) days during the contract year, the employee shall be compensated for each day worked at the rate of one/one hundred eighty-five (1/185) of his/her contract. When it is necessary to deduct compensation for a day or days, the deduction shall be at the rate of 1/185 per day. This provision shall not apply to duties performed pursuant to extra duty assignments as described in Schedule C of this agreement or to employees on extended contracts.

C. No employee shall be required to perform duties on Labor Day, Thanksgiving Day, the day after Thanksgiving, Good Friday, Monday after Easter, Christmas Day, New Year's Day, and Memorial Day. This provision shall not apply to employees on extra-duty assignments, as in schedule C of this Agreement, if they are in charge of an activity scheduled for that day. Except for Labor Day and Memorial Day, school will be dismissed no later than 2:30 p.m. on the work day preceding the above holidays.

D. There shall be a recess of a minimum of eight (8) school days during the Christmas holiday period, inclusive of Christmas Day and New Years Day when these holidays fall on week days, during which no employee shall be required to perform duties. This provision shall not apply to employees on extra-duty assignments, as described in Schedule C of this Agreement if they are in charge of an activity scheduled for that day.

E. A work day prior to the first day of the second semester shall be included in the school calendar each year.

ARTICLE XIV: EMPLOYEE HOURS

A. Work Day

A regular work day for teachers shall consist of not more than eight (8) hours. This shall include a thirty (30) minute duty-free lunch period. The employee shall be free to leave ten (10) minutes after the students in a building are released on Fridays and days preceding holiday recesses. With the exception of Fridays, days preceding holiday recesses, faculty and inservice meetings, junior high and high school employees shall be free to leave 30 minutes after the students in a building are dismissed. Elementary employees shall be free to leave 40 minutes after the students in their building are dismissed. Employees will be at school 30 minutes prior to the beginning of classes.

B. Faculty Meetings

Employees may be required to attend without additional compensation three (3) faculty or other professional meetings outside the regular workday each month called by the administration. However, such meetings shall begin no earlier than thirty (30) minutes prior to the start of the regular workday, or extend no later than forty-five (45) minutes after the end of the regular workday. No faculty meeting shall be called on Friday afternoons or on afternoons of days preceding holiday recesses.

C. In addition to the above, employees may be required without compensation to attend no more than four (4) evening meetings outside the regular school day each year. Attendance at additional meetings shall be at the discretion of the employee.

D. Employees may leave their building without requesting permission during their scheduled duty-free lunch period.

E. Employees covered by this Master Contract Agreement may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this article shall not be grievable.

F. In addition to the above-described regular workday, employees may be assigned extra duties. Pay for such extra duties shall be determined by Section B of Schedule C.

ARTICLE XV: PROCEDURES FOR STAFF REDUCTION

It shall be the sole, exclusive right of the Board of Education to determine when staff reduction procedures must be implemented. When implemented, the following procedures shall apply:

A. Layoffs

1. When one or more teaching positions are to be eliminated, the first effort shall be to utilize normal attrition and/or transfer to avoid the termination process.

2. Should positions still need to be eliminated, teachers in the reduction category with

emergency or temporary certification should be terminated.

3. When the Board determines that it is necessary to reduce staff, the reduction shall be accomplished according to the District-wide bargaining-unit seniority in the classifications set forth in Section B of this article.

4. For the purpose of this article, employees shall be grouped within the classifications, set forth in Section B, according to their actual teaching experience in the Sac Community School District. Teachers may be placed in more than one classification if they are teaching, or have taught, in more than one classification area.

B. Classifications

For the purpose of this Article, employees shall be grouped within the following classifications according to their actual teaching experience within the Sac Community School District:

1. Elementary classroom teachers, grades Pre-K through 6

2. Secondary teachers, grades 7 through 12 within each of the following areas:

   a. Language Arts
   b. Social Studies
   c. Mathematics
   d. Science
   e. Foreign Language
   f. Home Economics
   g. Industrial Technology
   h. Business Education
   i. Driver Education

3. District wide:

   a. Special Education
   b. Art
   c. Instrumental Music
   d. Vocal Music
   e. Physical Education
   f. Chapter 1
   g. T.A.G.
   h. Librarians
   i. Counselors

C. Notification

The administration shall provide written notice to each teacher affected by reduction or realignment, (a reduction in percent of teaching) and specific written reasons for reduction or realignment of staff shall be given no later than March 15 preceding each school year.

D. Recall Rights

Any teacher laid off shall have recall rights to any position within the classification(s) in

which they have had teaching experience within the Sac Community School District. These recall rights shall remain for two years from the effective date of the employee's layoff. Employees shall be recalled to available position in such classification in reverse order of layoff. An employee shall have twenty days after receipt of notification to notify the district of their acceptance of that position. It is the responsibility of the employee to notify the District of any changes in address. A list of vacancies will be provided to the Association and posted in each building.

E. Benefits

Any employee re-employed by exercising his/her recall rights shall have restored his/her benefits and placement on the salary schedule accrued at the time of layoff.

F. Resignations and Terminations

Any teacher who resigns upon request for reasons of staff reduction or realignment, or is terminated under Chapter 279.13 for these reasons, shall be accorded the recall rights provided by this agreement unless specifically waived in writing. The Board shall keep on file a current list of those who have retained such recall rights provided by this agreement and shall furnish said list to the Association annually.

G. Exceptions

An exception to this article may be made when the continuous employment of an individual is necessary to conform to Affirmative Action Guidelines or to continue an existing program in the Sac Community School District. The Board shall have the burden of proof for any deviation from the seniority standard.

ARTICLE XVI: HEALTH PROVISIONS

Physical Fitness-Employees

Physical examinations shall be required of all certificated personnel covered by this Master Contract Agreement upon their initial appointment.

Personnel whose medical well-being may be in doubt to satisfactorily perform assigned duties may be required by the Board of Education to submit themselves for a medical examination by a physician designated by the Board of Education. Cost incurred of said examination shall be borne by the Board of Education.

Positive tuberculin test reactors will have the cost of an x-ray paid by school district funds.

ARTICLE XVII: SAFETY PROVISIONS

A. Parking

Whenever possible, the lot immediately north of the high school building will be identified as reserved for the exclusive use of employees and guests during school hours.

B. Safety Procedures

The Employer shall provide and maintain a safe place of employment. All employees shall

endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

C. Protective Devices

All employees requiring the use of protective eye and/or ear devises to safely carry out their teaching assignment will be provided such devices without charge to the employee.

D. Use of Reasonable Force

An employee may, within the scope of his/her employment, use and apply such amount of force as is necessary to quell a disturbance threatening physical injury to the pupil or the teacher. Immediately upon the use of such force, the teacher shall make a report to the building principal or his/her designee.

E. Emergency Evacuations

In the event that a building of the Sac Community School District is placed under jurisdiction other than its duly-appointed and authorized professional staff for the purpose of emergency evacuation, no staff member covered by this Master Contract Agreement, whose assignment is in that building, shall be required by the Board of Education or the administration of the Sac Community School District to perform any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

F. District employees will bring to the attention of the building principal or superintendent any condition that poses a threat to the health or safety of staff and/or students. The building principal or superintendent will take corrective action as required or as outlined by district policies.

ARTICLE XVIII: EVALUATION

A. Evaluation for Improvement of Instruction

This section shall apply only to a formal process for evaluation for the purpose of improving instruction.

1. All employees shall be informed of the philosophy and procedures for staff evaluations at the beginning of the school year. Each employee shall meet with his/her evaluator prior to November 1st of each school year to become acquainted with the formal evaluation procedures and to write his/her Individual Career Development Plan. No formal evaluation shall take place until such orientation has been completed. Employees assigned to more than one building shall have a base school designated.

   The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan as well as to sign and date the annual update.

2. A probationary employee shall have a minimum of three (3) evaluations during the first year of employment. During the remainder of the probationary period in the system, the

employee shall have a minimum of two (2) evaluations during each year. Thereafter, each employee shall have a minimum of at least one (1) formal evaluation session every three years.

3. Within twenty (20) school days following the classroom observation, a post-evaluation conference will be held between the employee and the evaluator. At this time, the employee shall be given a copy of the written evaluation. The written evaluation shall include suggestions or possible ways to improve teaching performance. In conjunction the employee may be required to develop a performance improvement plan with the evaluator. If the employee disagrees with the written evaluation, the employee may submit a written statement which shall be attached to the file copy of the evaluation in question. The employee will be asked to indicate the employee's awareness of the evaluation but in no instance shall it be interpreted to mean agreement with the content of the material. All formal classroom evaluations of an employee shall be conducted with full knowledge of the employee. The evaluator and the teacher will retain copies of the evaluation which may be used for further reference.

B. Other Written Evaluations

If a written report of any evaluation other than an evaluation described in Section A is to be placed in the employee's evaluation file, the employee shall receive a copy of the report and shall have the right to submit a written statement which shall be attached to the file copy of the evaluation in question and the employee may request a conference with the administrative supervisor or designee concerning the report to be held within twenty (20) school days following the request.

ARTICLE XIX: EVALUATION FILES

A. Each employee shall have the right to review the contents of his/her evaluation file during regular working hours, or at such other reasonable times. A representative of the Association, at the employee's request, may accompany the employee during the review. The review will take place in the presence of the superintendent or his/her designee. Excluded from the review will be college credentials which are not designated as available to be reviewed by the candidate and any letter of recommendation concerning the employee.

B. The employee shall have the right to respond to all materials contained in said file. Such employee responses shall be attached to the related report and become part of said file.

C. Any complaints directed toward an employee which are to be placed in his/her evaluation file shall be promptly given to the employee in writing. If the employee disagrees with the complaint, the employee may submit a written position which shall be attached to the file copy complaint in question.

D. The employee shall have the right, once per year, to reproduce in the superintendent's office, those items which are reviewable under the terms of paragraph A of this Article.

ARTICLE XX: INVOLUNTARY TRANSFERS

A. Notice

No position shall be filled by means of involuntary transfer if there is a qualified volunteer within the system available to fill said position. If a transfer is made, the employee shall be notified by certified mail or by a notice hand delivered by the superintendent.

For those notices that are delivered by the superintendent, a receipt shall be signed by the employee to acknowledge the delivery of the notice. The issuance of the notice shall take place on or prior to March 31st, except in case of emergencies, late resignations, or other unforeseen circumstances.

B. Meeting and Appeal

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, the superintendent or his/her administrative designee, and other appropriate administration representatives, at which time the employee shall be given written reason(s) for the transfer. In the event that the employee objects to the transfer on the basis of the reason(s) provided at this meeting, the employee may request a hearing before the Board of Education. The Board shall hold a hearing on the appeal and render a written decision on the appeal within ten (10) days of the hearing.

C. Priority in Reassignment

A list of open positions in the School District shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee transferred involuntarily shall be given first consideration, upon request, for voluntary transfer.

D. Any employee who shall be transferred to any instructional administrative or supervisory position and who later returns to former status shall be entitled to retain such seniority rights and fringe benefits as may have accrued prior to such transfer.

ARTICLE XXI: VOLUNTARY TRANSFERS

A. A transfer shall be the movement of an employee to any vacant position within the District.

B. Notice

The superintendent shall deliver to the Association and shall post in all school buildings a list of all vacancies except for vacancies covered by Section E. The notice of a vacancy shall include the date of posting and the final date on which applications will be accepted. Such notices shall be posted in the office or faculty room for at least six (6) school days before the final date when applications must be submitted. The vacancy list shall be maintained with current additions, deletions, and revisions. Any vacancy identified prior to May 31st shall be posted no later than June 10th. Vacancies identified after May 31st shall be treated as summer vacancies.

C. Application

1. Any employee may apply in writing to the superintendent's office for any posted vacancy. All applications shall name the vacancy for which the applicant wishes consideration. Except for employees who have been involuntarily transferred during the

current year, when teaching skill and educational preparation are considered equal, the most senior employee shall be given preference.

2. No action on the vacancy shall be taken until all candidates have been given an opportunity to be interviewed for the vacancy. When a vacancy is filled, all applicants and the Association shall be notified in writing within five (5) working days thereafter.

3. For positions becoming vacant during summer vacation, the employees may file a letter requesting consideration should a position open. This letter must contain the following information:

   Position desired
   Summer address
   Summer telephone number

   Those indicating an interest in a certain position will be notified by letter sent to the summer address. A notice of these positions will be posted in the superintendent's office.

   Fourteen (14) calendar days after the posting of the notices, or the postmark date on the letters sent, applications will be closed.

D. Appointment

1. If an employee accepts reappointment to one of the vacancies, he/she shall be ineligible to apply for any other vacancy for a period of one (1) year.

2. Any employee who accepts appointment to a vacancy shall be entitled to retain such seniority rights and fringe benefits as may have accrued prior to such appointment.

E. Mid-year Vacancies

1. Vacancies which occur during the school year or within the period of twenty-one (21) days prior to the opening of the pupil school year, shall be filled at the discretion of the Board. In the event the Board posts a mid-year vacancy, the provisions of E.2 below do not apply.

2. Such positions shall be posted as vacancies for the following school year.

ARTICLE XXII: EDUCATIONAL DEVELOPMENT

All employees of the Sac Community School District must meet state educational requirements. The District may adopt a program requiring more education beyond the state minimum requirement only if it establishes a program with the mutual agreement of the Association for the reimbursement of some or all of the additional expenses.

ARTICLE XXIII: COMPLIANCE AND DURATION

A. Savings Clause

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provisions shall become inoperative, but all other provisions of

this Agreement shall remain in full force and effect for the duration of this Agreement.

B. Printing Agreement

Copies of this agreement shall be printed at the joint expense of the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, and the Board shall provide the Association with additional copies as requested.

C. Notices

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

1. If by Association, to Board at:

   Superintendent's Office
   Sac Community School District
   400 South 16th Street
   Sac City, Iowa 50583

2. If by Board, to Association at:

   Mailing address of the President of the Association.

D. Finality and Effect of Agreement

1. This agreement supersedes and cancels all previous collective bargaining agreements between the School District and the Association or any employee and constitutes the entire agreement between the parties and concludes collective bargaining for its term.

2. The parties acknowledge that the understanding and agreement arrived through collective bargaining are set forth in this agreement. Therefore, the Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter for the 2006-2007 contract year. The parties may mutually agree to amend this contract.

E. Duration

This Agreement shall be effective as of July 1, 2006, and continue in effect until June 30, 2007. The salary and fringe benefit provisions shall become effective at the beginning of the first pay period of the 2006-2007 school year. Pay for extracurricular duties performed during the summer shall be determined by the collective bargaining agreement for the prior academic year.

This Agreement shall automatically continue in force and effect for equivalent periods, except where articles are reopened by either party during future collective bargaining.

F. Signature Clause

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their signatures placed thereon, all on the _____ day of _____ 2006.

SAC CITY EDUCATION ASSOCIATION	SAC COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS
By: _____ President	By: _____ President
Attest:	
By: _____ Secretary	By: _____ Secretary

SCHEDULE A
GRIEVANCE REPORT

No._____

_____
Date Filed

SAC COMMUNITY SCHOOL DISTRICT

_____
Building

_____
Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL I

The alleged violation was brought to the attention of the principal or designee, _____ (name) on _____ (date) at Level One.

LEVEL II

A. Date alleged violation occurred _____

B. Section(s) of Contract alleged to have been violated _____

_____

C. Statement of Grievance* _____

_____

_____

D. Relief sought* _____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____ _____

Signature of Aggrieved Person Date received by Superintendent

B. Disposition by Principal or Immediate Supervisor _____

_____

_____ _____

Signature of Principal or Immediate Supervisor Date

LEVEL IV

A. _____ _____

Signature of Aggrieved Person Signature of Association President

B. _____ _____

Date submitted to Arbitration Date received by Arbitrator

C. Disposition and award of Arbitrator* _____

_____

_____ _____

Signature of Arbitrator Date of Decision

- Additional spaces needed, attach additional sheets.

SCHEDULE B
Salary Schedule
2006-2007

Base Salary : $21,850
Index: 4.10%

Step	BA	BA+12	BA+24	MA	MA+12	MA+24
0	21,850	22,746	23,642	24,538	25,433	26,329
1	22,746	23,642	24,538	25,433	26,329	27,225
2	23,642	24,538	25,433	26,329	27,225	28,121
3	24,538	25,433	26,329	27,225	28,121	29,017
4	25,433	26,329	27,225	28,121	29,017	29,913
5	26,329	27,225	28,121	29,017	29,913	30,809
6	27,225	28,121	29,017	29,913	30,809	31,704
7	28,121	29,017	29,913	30,809	31,704	32,600
8	29,017	29,913	30,809	31,704	32,600	33,496
9	29,913	30,809	31,704	32,600	33,496	34,392
10	30,809	31,704	32,600	33,496	34,392	35,288
11	31,704	32,600	33,496	34,392	35,288	36,184
12	32,600	33,496	34,392	35,288	36,184	37,079
13	33,048	33,944	34,840	36,184	37,079	37,975
14	33,496	34,392	35,288	37,079	37,975	38,871
15	33,944	34,840	35,736	37,975	38,871	39,767
16	34,392	35,288	36,184	38,423	39,319	40,215
17	34,840	35,736	36,632	38,871	39,767	40,663
18	35,288	36,184	37,079	39,319	40,215	41,111
19	35,736	36,632	37,527	39,767	40,663	41,559
20	36,184	37,079	37,975	40,215	41,111	42,007
21	36,632	37,527	38,423	40,663	41,559	42,455
22	37,079	37,975	38,871	41,111	42,007	42,902
23				41,559	42,455	43,350
24				42,007	42,902	43,798
25				42,455	43,350	44,246

If the State of Iowa stops providing minimum teacher compensation the District will pay 2.05% of current generator base for increments for each year since 2001-2002. (See Schedule B, page 28)

2.05% of current generator base for increments for each year since 2001-2002 below steps 12 & 15.

Index Step 12 is the last step for BA and Index Step 15 is the last step for MA.
(see Article VII, C. 1.)

SCHEDULE B
SALARY SCHEDULE
2006-2007

DEFINITION OF EDUCATIONAL LANES

B.A. Schedule shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding or be qualified to receive an unexpired Iowa Teaching Certificate.

B.A. +12 AND +24 Schedules shall apply to all employees who possess appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and hold or are qualified to receive an unexpired Iowa Teaching Certificate.

M.A. Schedule will apply to all employees who possess a Master's Degree from an accredited college or university and hold or are qualified to receive an unexpired Iowa Teaching Certificate.

M.A. +12 and +24 Schedule shall apply to all employees who possess appropriate semester credit hours beyond a Master's Degree from an accredited college or University and hold or are qualified to receive an unexpired Iowa Teaching Certificate.

BELOW STATE MINIMUM Employees below the state minimum shall receive an additional 2.05% of the generator base after the first year in the district. Employees will continue to receive the additional 2.05% of the generator base until they can advance at a higher salary on the salary schedule.

SCHEDULE C
EXTRA CURRICULAR SALARY SCHEDULE

Extracurricular salaries will be based on the B.A. Base

Head Football	13.50%	Summer Baseball	12.00%
Asst. Football	10.00%	Assistant Baseball	8.50%
JV Football	10.00%	Senior League	8.50%
JH Football	6.50%	Summer Softball	12.00%
Asst. JH Football	5.50%	Assistant Softball	8.50%
Head Boys Basketball	13.50%	JH Softball	6.50%
JV Boys Basketball	10.00%	Head Volleyball	11.50%
JH Boys Basketball	6.50%	Asst. Volleyball	8.50%
Asst. JH Boys Basketball	5.50%	JH Volleyball	6.50%
Head Girls Basketball	13.50%	JH Asst. Volleyball	5.50%
JV Girls Basketball	10.00%	Vocal Music	10.00%
JH Girls Basketball	6.50%	Instrumental Music	11.50%
Asst. JH Girls Basketball	5.50%	Drama (per play)	3.50%
Head Boys Track	11.50%	Speech (Large Group)	3.50%
Asst. Boys Track	8.50%	Speech (Individual)	3.50%
JH Boys Track	6.50%	Prom	4.00%
Boys Cross Country	2.50%	Adult Education	7.50%
Head Girls Track	11.50%	Dolphin	4.50%
Asst. Girls Track	8.50%	Publications	3.00%
JH Girls Track	6.50%	Academic Decathlon	11.50%
Girls Cross Country	2.50%	Mock Trial (Jr. High)	3.00%
Head Golf	9.50%	Mock Trial (Sr. High)	3.50%
Asst. Golf	7.50%	Quiz Bowl (Jr. High)	3.00%
Cheerleading	3.00%	Quiz Bowl (Sr. High)	3.50%
Drill Team	3.00%		

SECTION "B" EXTRA-DUTY ASSIGNMENTS

The Board shall provide the Association at the beginning of the school year a list of extra-duty assignments for which employees shall be paid three hundred dollars ($300.00) for fourteen duties. All employees may volunteer for fourteen duties. If there are not enough volunteers to handle extra-duty assignments, the additional extra-duties shall be assigned to the remaining employees on an equitable basis at the pay rate of $20.00 per duty.