SHENANDOAH CSD/EA 06-07

MASTER CONTRACT AGREEMENT

BETWEEN

SHENANDOAH EDUCATION ASSOCIATION

AND

SHENANDOAH COMMUNITY SCHOOL DISTRICT

2006-2007

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The Board of Education of the Shenandoah Community School District, or Page County, State of Iowa, and the Shenandoah Education Association, agree to the following:

ARTICLE I

RECOGNITION AND DEFINITION

1. The Shenandoah Community School District is recognized as a public employer governed by an elected Board of Directors which is charged by law with the responsibility for and authority to manage and direct the operations of said school district.
2. The Shenandoah Education Association (SEA), as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for all employees as set forth by the PERB certification instrument case number 132, issued June 25, 1975.

DEFINITIONS

1. The term "Board", as used in this agreement, shall mean the Board of Directors of the Shenandoah Community School District, or its duly authorized representatives.
2. The term "Employee", as used in this agreement, shall mean only those persons who are in the certified bargaining unit and includes classroom teachers, librarians, guidance counselors, and school nurse.
3. The term "Association", as used in this agreement, shall mean the Shenandoah Education Association (SEA) or its duly authorized representatives.
4. "Day" shall mean the employee working day, except during the summer recess when it shall mean days on which the Central Administrative Offices are open, unless otherwise indicated.

ARTICLE II

PROCEDURE FOR NEGOTIATIONS

Initial requests for meetings may be made by either party directly to the other in writing. The Association shall make such requests to the Superintendent, with a copy to the President of the Board. The Board shall make such requests to the President of the Association. Within five (5) days of the date of the request, the parties shall agree to a mutually convenient time and place for the initial meeting.

Both parties agree to good faith negotiations which require a free and open exchange of views by the parties involved. Both parties further agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Such obligation to negotiate in good faith does not compel either party to a proposal or make a concession.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the Article is to provide for a mutually acceptable method for the prompt and equitable settlements of alleged grievances over the interpretation and application of this Master Contract Agreement. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. A "grievant" shall mean an employee, employees, or the Association, filing a grievance.

2. A "grievance" shall mean a claim or complaint by an employee, employees, or the Association in the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

3. Day: As used in the Article, "Day" shall mean the employee working day, except during the summer recess when it shall mean days on which the Central Administrative Offices are open, unless otherwise indicated. The time limits provided herein may be extended by mutual agreement.

C. INDIVIDUAL RIGHTS

A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected or approved by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present at the formal step and beyond.

If the disposition of any grievance at the informal level is inconsistent or contrary to the provisions of this Agreement, the Association may, at their option, pursue the grievance to the next level.

D PROCEDURES

1. Should an employee have a grievance, it should be processed in the following manner:

   a) Informal Step: An employee who claims a grievance shall attempt to resolve the grievance informally, within fifteen (15) working days after the occurrence upon which the grievance is based by informal discussion with the appropriate immediate supervisor. The immediate supervisor will give his/her

oral answer to the grievance within ten (10) days after the grievance was presented to him/her.

b) Formal Step: Level One: If the grievance cannot be resolved informally, the grievant or Association may file the grievance in writing with the building principal within five (5) days of the informal discussion with the principal. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of the Agreement alleged to have been violated, the issue involved, and the relief sought. The written grievance shall be filed on a grievance report form as described in Schedule V of this Agreement. The principal shall provide a written answer to the grievant and a copy thereof to the Association within five (5) days after receipt of the written grievance.

Level Two: If the grievance is not settled at Level One and the grievant or Association wishes to appeal the grievance to Level Two, the written grievance shall be submitted to the Superintendent or his/her designee within five (5) days after receipt of Level One Administrators written answer. The Superintendent or his/her designee will, if requested by the grievant, meet with the grievant or Association within five (5) days at a mutually agreeable time to consider the grievance. The Superintendent or his/her designee will provide a written answer to the grievant or Association within five (5) days following such meeting, or from the date of submission if no meeting is requested.

2. If the grievance is not settled in accordance with the foregoing procedure, the grievant or Association may refer the grievance to arbitration by written notice of a request for arbitration, submitted to the Superintendent or his/her designee within five (5) days after receipt of the Superintendent's answer to Level Two. Said written notice shall be signed by the grievant and a representative of the Association. Within five (5) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall within ten (10) days after receipt of the notice, jointly request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Within five (5) days after receipt of the panel, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order alternately strike a name from the list and the fifth (5th) and remaining person shall act as arbitrator.

Upon notification to the arbitrator that he/she has been selected to serve, and after a general description of the pending grievance to be resolved, the arbitrator shall be required to give the parties an estimate of when a written decision on the matter may be issued after the arbitration hearing. If the time period estimated exceeds thirty (30) calendar days, either the District or the grievant or the Association may object to the selection of said arbitrator, and the last arbitrator

struck on the list shall be selected to serve. Subject to the availability and convenience of the Board and Association representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, at which hearing the Association shall first (1st) present its evidence, and with each side having the right to file a post-hearing brief. Such a hearing shall be private unless otherwise agreed to by the parties.

3. An arbitrator selected pursuant to the provisions of Section 2 shall have no authority to amend, modify, nullify, ignore, add or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the Employer, unless that discretion is ruled to be arbitrary or capricious, or to make any decision contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. No liability shall accrue against the Board for a date prior to the date that the actual event gave rise to the filing of the grievance occurred. The arbitrator will not in any way limit or interfere with the powers, responsibilities, rights and prerogatives of the Board under applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, within the scope of the arbitrator's authority, as defined herein and as contained in Section 20.17(6) and 20.18, Code of Iowa, be final and binding upon the parties. The arbitrator may hear more than one (1) grievance involving similar facts, issues and contract provisions, if it is mutually agreed to by the Board and the grievant or Association.

4. The parties will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter and the costs of a hearing room, if a room outside the District facilities is required. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for each copy. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives or witnesses.

E. MISCELLANEOUS

1. Grievance Reports: Records which deal solely with the processing of a grievance, such as the grievance forms, administration responses and arbitration award, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

2. Privacy of Hearings: All meetings and hearings under this procedure shall be conducted in private.

3. Release Time: When it is required for a grievant or an Association representative to meet regarding a grievance during the work day, to participate in any meetings

or hearings hereunder, said grievant and representative shall be released without loss of compensation. The Association shall pay for the substitute, provided one is used.

4. Failure at any step of this grievance and arbitration procedure to file, present, process or appeal a grievance within the time limits specified above, shall bar an employee, the Association or its representative from further pursuit of the grievance and any such grievance shall be considered as waived and settled. The failure of the Employer's specified representatives to answer a grievance within the time limits specified above shall be deemed a denial of the grievance which may then be timely appealed to the next step. The time limits specified in this Article shall be strictly observed, but may be extended or reduced by mutual agreement.

5. Year-End Grievance: In the event a grievance is filed at such time it cannot be processed through all the steps in the grievance procedure by the end of the school year, if the grievance and the remedy sought do not involve any monetary expenditure by the District, and if the grievance has been processed through Formal Level One and the remedy sought would not require the change of any work assignments or student scheduling, it may be left unresolved until the beginning of the following school year if the grievant(s) show that to require processing of the grievance in the time lines set forth in this procedure would unduly prejudice the grievant(s).

6. Transmission of Decisions: All decisions rendered at Level One and Two of the grievance procedure shall be in writing and setting forth the decision and shall be hand delivered to the grievant and to the Association where possible. Decisions rendered at Level Three shall be in accordance with the procedures set forth in the section on arbitration.

7. All grievances at Steps One, Two, and Three shall be presented, discussed and processed during Employees' non-working time, except as provided for under "Release Time" defined above.

8. At his/her option, a grievant may be accompanied by an Association representative at any stage of the grievance procedure.

9. No reprisals shall be taken by the Employer against a grievant for exercising his/her rights under the grievance procedure.

ARTICLE IV

DUES DEDUCTIONS

A. AUTHORIZATION

Any employee covered by the Agreement may, upon written notice, authorize a payroll deduction for regular current annual dues to the Shenandoah Education Association, Iowa State Education Association, National Education Association, and Southwest Uniserv Unit.

B. DURATION

Deductions shall be in equal payments over a period of eleven (11) months beginning in October. The deductions shall be in effect for one (1) year unless revoked, in writing, by a twenty (20) day written notice to the School District Central Office. Such notice shall be given to the Secretary of the Association within ten (10) school days. Loss of certification by the PERB or non-renewal of this Agreement shall also terminate this deduction

C. NOTIFICATION

It shall be the responsibility of the Association to inform its members as to the procedures involved in requesting and terminating this deduction, provide the necessary authorization forms, and to deliver all authorization forms to the Central Office no later than September 25th. The procedure shall be outlined on an appropriate form attached to this contract.

D. TERMINATION

Members shall submit notification of termination of the dues deductions with a twenty (20) day written notice to the Central Office. Such notice shall be given to the Secretary of the Shenandoah Education Association within ten (10) school days. The form for official notice of termination of dues deductions shall be attached to this contract.

E. TRANSMISSION OF DUES

The School District shall make reasonable attempts to transmit to the Association the total deduction for Association dues within twenty (20) days of their deduction, along with a listing of employees for who deduction was made, providing the Association shall hold harmless and defend the Board against any action or claim in relation to such dues deduction, if the Board had made dues deduction in compliance with this Article.

F. If, for any reason, the School District shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the parties.

ARTICLE V

SICK LEAVE

A. SICK LEAVE

1. All employees covered by this Agreement shall be granted fifteen (15) days of sick leave each school year as of the first (1st) official day of said school year. Unused sick leave days, including those accumulated prior to this contract, shall be accumulated from year to year to a maximum of one hundred twenty (120) days.

2. An employee absent due to personal illness or injury shall, if requested by the District, furnish to the District such reasonable evidence, as the District may desire confirming the necessity for such absence.

3. An employee returning to work from a sick leave shall, if requested by the District, furnish to the District such reasonable evidence as the District may desire that the employee is physically and mentally able to return to active employment.

4. Sick Leave Pool

   a. All requests by eligible employees to withdraw days from the sick leave pool will be submitted in writing to the Sick Leave Pool Committee (SLPC) for review. The SLPC will be comprised of 2 SEA appointed teachers, 2 administrators and the Secretary to the Superintendent who will serve as secretary for the SLPC. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is catastrophic and whether or not the participant is eligible to use sick leave days from the sick leave pool. This decision will be final and is not subject to grievance.

   b. The intent of the sick leave pool is to provide staff members with additional sick leave benefits in case a catastrophic illness or injury has occurred.

   c. To be a member of the sick leave pool, an employee must give one sick day <u>each year</u> from their annual allotment until the pool has reached 300 days. When the sick leave pool drops below 300 days, members will be asked to contribute one sick day on consecutive years until the pool has reached 300 days again. The employee must join during the enrollment period in the fall to be eligible. Teachers who have previously been on staff, and have not contributed every year of the Sick Leave Pool's existence, will need to donate the number of days equal to the employee's years of employment during that period, not to exceed five days.

d. An employee may draw from the sick leave pool when and only when the employee has depleted all of his/her "built-up" sick days and personal days.

e. Beginning and first-year teachers may draw up to a maximum of 20 days. Second- and third-year teachers may draw up to a maximum of 40 days. Teachers who have taught in the district four years or more may draw up to a maximum number of days that cannot exceed the number of days left in that school year.

5. Sick Leave Reimbursement - See Article XV, Wages – Salaries, Sick Leave Reimbursement.

B. NOTIFICATION

Notification of available sick leave and personal leave will be placed on employee payroll stubs.

C. CONTINUATION OF BENEFITS

When an employee has exhausted the paid accumulated sick leave benefits and is still unable to work, he/she shall be granted a leave of absence without pay until the end of the current contract year and all insurance benefits shall be continuously paid by the Board until the end of the current contract year if the employee has furnished the appropriate administrator with acceptable medical evidence that he/she is unable to return to work.

D. If an employee seeks and is granted a leave of absence under the provisions of Section C of this Article for a period in excess of sixty (60) working days, said employee will not be credited with a year of teaching seniority nor will the employee be entitled to move forward one (1) step on the salary schedule for the following school year.

ARTICLE VI

LEAVES OF ABSENCE

Paid Leave – As of the beginning of the 1993-94 school year, employees shall be entitled to the following temporary non-accumulative paid leaves of absence upon the approval of a request of such leave.

1. Jury Duty Leave: An employee required to perform jury duty during his/her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and the per diem compensation received from such jury duty. Provided, however, that in order for an employee to be eligible, the employee must also:

    a. Immediately notify his/her supervisor of the receipt of summons for jury duty.

    b. Be available for work on the next scheduled workday after the period of required jury duty.

    c. Furnish the employer with proper evidence of the number of days and the amount of jury duty pay.

    d. Be available for work for the remainder of any day which the employee is not required to perform jury duty.

2. Emergency Leave: An employee will be granted a maximum of seven (7) days leave per year for illness or death in the immediate family, which is defined as spouse, parents, grandparents, children, grandchildren, father/mother/son/daughter-in-law, brother, sister, brother/sister-in-law.

    a. Up to two (2) days leave of the seven (7) maximum allowed may be used for the funeral of any person not listed above.

    b. In extenuating circumstances of number 2 and 2a above, the Superintendent may extend the seven (7) days fully paid leave. The Superintendent's decision is final and non-grievable.

3. Professional Leave: Professional leave may be excused for educational purposes at the discretion and approval of the building principal or the immediate supervisor and the Superintendent. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a 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 (1st) day of anticipated absence. Professional days shall be used for the purpose of:

a. Visitation to view other instructional techniques or programs.

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

4. Personal Leave: At the beginning of the school year, each employee covered by this Agreement shall be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion.

Notification – An employee planning to use a day shall notify his/her principal two (2) days in advance except in cases of emergency.

No personal days will be allowed during workshops, in-services, or parent-teacher conferences except in cases of emergency. A maximum of three employees may be granted use of personal leave during the first five days or last five days of the school year or immediately before or following any holiday or school recess.

Should an emergency or important family responsibility beyond the employee's control arise, permission is to be obtained from the employee's immediate supervisor. Examples could be: weddings, graduations, court appointments, but would not include vacation extensions.

If the employee chooses not to be reimbursed, unused personal leave shall be allowed to accumulate up to 4 days.

Each employee shall be reimbursed for a maximum of four (4) personal days not used during a school year. This reimbursement will be $55 per day. This reimbursement must be requested in writing. Request must be received in the Central Office on or before June 1st and will be added to the employee's June check with appropriate taxes withheld.

An employee may purchase one (1) additional personal leave day, per year, by paying the current substitute teacher rate plus FICA and IPERS. No more than four (4) personal days will be allowed in a contract year.

5. Consultant Leave: In cases where school employees wish to serve or are requested to serve as education consultants by other school districts, educational organizations, etc., approval in advance must be obtained from the building principal and Superintendent and are limited to four (4) days per year.

Evidence of any fees, income, or remuneration received by the employee over and above expenses shall be presented to the District's secretary who will reduce the District's salary to the employee by the amount paid for such services.

6. Association Leave: Up to ten (10) employee-days each year shall be available to the Association for its representatives to attend conferences or other activities of the local, state, and national affiliated organization.

   a. The Association shall request the leave for the employee and compensate the District for each day of absence at the substitute per diem rate plus applicable FICA and IPERS.

   b. No Association days shall be allowed the work day immediately preceding or immediately following any holiday, school recess, during the first five or the last five working days of the school year, or days such as teacher's workshops, in-service or parent/teacher conference days.

   c. The District will not schedule parent/teacher conferences during the ISEA delegate assembly if the SEA provides the dates to the Superintendent of Schools no later than December of the preceding school year.

7. Discretionary Leave: The Board may, at its discretion, grant a leave of absence to an employee for reasons acceptable to the Board and upon such terms and conditions as may be prescribed by the Board.

8. Adoptive Leave: Employees covered by this Master Contract shall be granted a leave of absence at full pay for purposes of adoption, not to exceed a total of five (5) days per year. An employee may request an additional unpaid leave of absence for up to one (1) year, such request subject to the approval of the Board, and upon the same terms as those provided for extended leaves, Article VII, Section F.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave shall be treated under the applicable sections of sick leave and/or extended leaves.

B. Association – A leave of absence without pay for up to two (2) years shall be granted to a maximum of one (1) employee per year (with the date of the earliest written application to be the determining factor for allowance of the leave) for the purpose of serving as an officer of the Association, its affiliates, or on its staff.

C. Educational Improvement – A leave of absence, without pay, for up to one (1) year may be granted to a maximum of two (2) employees for the purpose of engaging in study related to professional responsibilities, at an accredited college or university. All requests for such leaves shall be submitted in writing to the Superintendent at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year preceding the school year in which the period of leave is requested. Leaves shall be granted based upon the nature of the educational improvement undertaken and its resulting benefit to the District's educational programs. The Superintendent or his/her designee shall reply to such request in writing by the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa.

   An employee on leave of absence during the Spring Semester shall notify the Superintendent in writing at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year of his/her intention to return or not return to the District the following school year. Failure to so notify by this date, shall be interpreted to mean the employee does not intend to return, and shall serve as a reason to terminate the continuing contract of the teacher on leave.

D. Public Office – A leave of absence without pay, not to exceed two (2) years, shall be granted to a maximum of one (1) employee per year (with the date of the earliest written application to be the determining factor for allowance of the leave) for the purpose of serving in a state or national public office.

E. Military Leave – Employees who are inducted into the military service of the United States shall be granted a leave of absence without pay for the duration of the induction. Upon return from such leave, an employee shall be placed in an available position in which he/she is qualified and certified and at the step on the salary schedule determined by actual service and maintain earned sick leave accumulation. Returning employees shall be according the rights set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the rights provided in the Iowa Military Code. Chapter 29A, Code of Iowa.

Temporary Military Leave – A maximum of thirty (30) school days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session, shall be granted without loss of pay or benefits.

F. While on extended leave under Section B, C, D, and E 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 such 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 class for which the employee was appointed at the time of the commencement of the leave.

G. Other extended leaves of absence without pay may, at the discretion of the Board, be granted upon the written request of an employee.

ARTICLE VIII

EMPLOYEE HOURS

A. The regular work day for all employees shall be eight consecutive hours which may be scheduled by the administration to end no later than 4:00 p.m., except as provided in Section B. With the exception of teachers who have assigned lunch time duty, the teachers shall be provided with a duty free lunch period. On Fridays or days preceding holidays or recesses, the employee's day shall end ten (10) minutes following the close of the pupil's day. When school is dismissed due to inclement weather, teachers shall be free to leave within ten (10) minutes of the students' dismissal.

B. 1. Employees may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings. Such meetings shall begin no earlier than one-half hour before, nor extend more than one hour beyond the employees scheduled workday.

   2. Employees may be required, without additional compensation, to attend no more than six (6) evening activities outside the school day each year. Attendance at additional activities shall be at the discretion of the employee.

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

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

E. Employees hired on a part-time basis will be given paid preparation time comparable to other employees at their grade level.

F. The employee work year shall consist of 189 days of service.

ARTICLE IX

STAFF REDUCTION PROCEDURES

1. The Board of Education retains the sole and exclusive right to determine the number of staff members required to maintain its program, and the right to determine which program within the District shall be continued or added. In the event the Board of Education determines that there shall be a reduction or elimination of a number of staff members, the following procedures will be followed.

   a. Layoffs will be made within the following categories: K-4, 5-8, and 9-12 (within individual curricular areas).

   b. After the determination to reduce in a particular category, attrition within that category will be used when possible prior to layoffs, if the remaining employees in the category hold DOE certifications, approvals, and/or endorsements required for the programs to be maintained.

   c. In the event necessary reduction in staff within a designated category cannot be adequately accomplished by attrition, employees within the designated category with emergency or temporary certification shall be laid off, unless said certification is required to maintain a specific program, such as Special Education, Title I Reading, etc.

2. If reduction in staff cannot be accomplished in accordance with Section I, the Board of Education will determine which employee is to be terminated according to the criteria of the School District. Those criteria shall include: length of teaching experience in the Shenandoah Community School District, employee(s) evaluation, breadth of certification endorsements, depth of educational preparation, and involvement of teacher(s) in co-curricular activities.

3. The notice of termination shall be delivered to the employee by registered mail or given to the employee after the close of the employee's work day in accordance with the provisions of Chapter 279, Code of Iowa.

4. Laid off employees will be recalled to available positions for a period of one (1) year from the date of termination provided they make such a request in writing to the Superintendent within thirty (30) days from the time the laid off employees received notification of termination.

   Eligible laid off employees within the categories set forth above will be recalled in the inverse order of lay-off to positions for which they are certified and qualified to teach within the category laid off and based upon their teaching experience in the laid off category.

5. Any employee who has been laid off and recalled under the provisions of the above shall be placed on the salary schedule at one (1) step above that of the contract year in which terminated providing he/she is not at the maximum in his/her training line, and will have unused sick leave that had been accrued reinstated.

6. A recalled employee must notify the Superintendent within five (5) days of receipt and notice of recall desire and availability to return to work. Failure to comply with the above shall result in loss of eligibility of recall.

   The school personnel office shall be kept informed by the laid off person of the current address, telephone number, and interest in recall.

ARTICLE X

HEALTH PROVISIONS

PHYSICAL FITNESS – EMPLOYEES

A physical examination by a licensed physician is required of all new appointees to the Shenandoah Schools. A general health statement, including a negative TB test or negative chest x-ray is to be filed with the Central Office by the new employee by September 15, or prior to the first scheduled payday. This examination is at the expense of the individual. The school will negotiate a discounted cost with Shenandoah Medical Center Occupational Health. Appointments can be scheduled by calling 246-7250.

Personnel whose health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations if requested by the administration, shall rest with the Board of Education.

FLU SHOTS

The Board shall provide paid flu shots for employees at a time and site designated by the Board. Employees choosing to get a flu shot other than this shall assume the cost.

ARTICLE XI

EMPLOYEE SAFETY

A. 1. The District agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Association and the employees will continue to extend their complete cooperation to the District in maintaining District policies, rules and regulations as to health and safety. All employees shall promptly report any unsafe conditions to their immediate supervisor.

2. Provisions shall be made for protective devices as outlined in Section 280.10 and 280.11 of the Code of Iowa. All such items shall be provided without charge to the employee.

B. USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment and pursuant to School District policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect School District property, or other school employees. This paragraph shall not be construed as to condone any action which is in any respect unlawful. All action taken by a teacher pursuant to this section shall be promptly reported by the teacher to his/her immediate supervisor.

C. EMERGENCY EVACUATIONS

In the event that a building of the Shenandoah 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 Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated.

D. ASSAULTS

1. Whenever an employee has suffered an assault while acting within the scope of his/her employment, the employee shall notify his/her immediate supervisor immediately. Upon a review of the facts, a determination regarding the case shall be made by the principal. Any employee(s) assaulted shall be consulted before a final decision is rendered. The principal or designee shall provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities.

2. If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the District's insurance policy definition and loss, are torn or destroyed, provided an investigation by the principal or designee indicated there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the District for any loss shall be made only if such loss is not covered by the employee's personal insurance. This provision shall apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement shall be submitted in writing to the principal, shall describe the incident, shall state the amount of reimbursement sought and verification thereof, and shall be subject to approval by the investigating administrator.

ARTICLE XII

TRANSFER PROCEDURE

Definitions: A "voluntary transfer" is the movement of an employee to a different building and to another grade level or position within a building. An "involuntary transfer" is the movement of an employee to a different building and to another grade level or position within a building by the Superintendent or the Superintendent's designee.

A. Voluntary transfer – Any employee possessing the necessary certification and qualifications may apply for reassignment to another building, and to another position within the building, and all applicants shall be carefully considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the School District as determined by the administration.

B. Posting of Opportunities to Transfer

1. Except during the summer vacation, the Board shall announce, by posting in each building a list of vacancies which occur during the school year and for the following year prior to advertising the vacancies. During the summer vacation the Board need notify only the S.E.A. President and those employees who request in writing notice of vacant positions in the employee's areas of endorsement. Employees who desire to apply for the transfer shall submit their applications in writing to the Superintendent, or his/her designee, within ten (10) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by Administration. When a transfer is filled, all applicants shall be notified within a reasonable time thereafter.

2. If an employee is transferred, then the employee shall be ineligible to submit an application for any other transfer to another building, and to another position within the building for a period of one (1) year from the date of the transfer.

C. Involuntary Transfer – Involuntary transfer shall be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board of Directors.

ARTICLE XIII

EMPLOYEE EVALUATION

A. PURPOSE

One of the purposes of evaluation is the improvement of instruction, which includes efficiency, effectiveness, and job performance.

B. DEFINITIONS

1. Formal evaluations shall mean any evaluation that uses a standardized form approved by the District.

2. Informal evaluations shall mean any other evaluation of work performance not employing this form.

C. ORIENTATION

Within three (3) weeks after the employee's duties officially begin, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedure or procedures that will be used, and advise each employee of the designated person or persons who will observe and evaluate his/her performance in formal observations. The employee shall be given a copy of the formal evaluation form, as may be used, at that time. No formal evaluation shall take place until an orientation to the evaluation system has taken place.

D. SCOPE

The probationary period for new teachers will be three years. The probationary period for teachers who have "successfully completed" a probationary period will be one year. All provisions of Iowa Code Section 279.14-19 will prevail.

All probationary teachers shall be formally evaluated at least two times during each school year. The district may conduct more evaluations during the school year if the performance of the employee warrants evaluation. All non-probationary employees shall have a formal evaluation at least once, but not limited to, every three years.

E. OBSERVATIONS

1. There shall be a minimum of one (1) observation for each formal evaluation of a total of twenty-five (25) minutes, minimum observation time. When practical, this observation shall be a consecutive time period.

2. The above sentence, E 1, shall not be construed as to preclude additional formal or informal evaluation during the school year.

F. CONFERENCES

1. Any observation for formal evaluations for which there is a written record made by the evaluator shall be followed up by a conference between the employee and the evaluator within ten (10) days of the observation.

2. A copy of each formal evaluation shall be filed in the employee's District personnel file.

3. Both parties shall sign and date the formal written evaluation report which indicates that the contents have been discussed and said meeting has taken place.

G. OBJECTIONS

If the employee feels any of his/her written evaluation(s) is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report. The file copy of such objections shall be signed by both parties.

H. An employee who receives an evaluation which indicates that his/her overall performance is less than satisfactory has the right to challenge said evaluation through the parties' grievance procedure. The evaluation shall be sustained unless it is demonstrated that the evaluation procedures have been violated or that the evaluation is incomplete, inaccurate or unjust. Teachers in the first two years of the three-year probationary period have no right to process grievances related to their performance evaluations or retention of their positions.

ARTICLE XIV

INSURANCE

A. The Board of Education shall provide a cafeteria plan to all employees which will be administered by a company selected by agreement of the Board of Education and the employees. The Board of Education agrees to pay the administration fee of the plan administrator.

B. Health Insurance The Board of Education shall select a company to provide health insurance for eligible. The Board shall contribute $566.00 per month toward the cost of insurance coverage for a full-time employee. The employee may apply the payment to single or family coverage. All employees shall be required to take at least single policy coverage.

   For new employees, group coverage takes effect the first day of the month (usually September 1st) following the start date. The enrollment period for existing employees is in the month of May. Employees will receive information describing the employee's insurance coverage and shall return the coverage election during that month to the Central Office. If an employee elects single coverage, any unused portion of the employer's contribution, less any amount due for the employer's share of FICA (and IPERS, if any) shall be paid to the employee. Any changes in insurance after July, 1990, will be handled as an addition or a deduction from the employee's salary.

C. Disability Premium The Board of Education shall provide a long-term disability program for all teachers of the school district.

D. The Board agrees to cover each employee with a ten thousand dollar ($10,000.00) term life insurance policy. The coverage shall remain in force during the employment period of the employee. The premium for such insurance shall be paid by the Board.

E. The Board of Education agrees to provide the above insurance and pay a proportionate amount of the premiums for part-time employees who work a minimum of twenty (20) hours a week. The part-time employee agrees to pay a proportionate amount and shall authorize, in writing, a payroll deduction for their portion of the premium. The part-time employee may elect, in writing, to waive or revoke the insurance deductions by a thirty (30) day written notice to the District's Board Secretary.

ARTICLE XV

WAGES – SALARIES

The salary schedule of employees covered by this Agreement is set forth in Schedule I attached hereto and made a part thereof.

Placement on salary schedule

Employees will be granted one year increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

When an employee has completed their fifth (5th) year in the district, and completes the final step in any educational lane, they shall receive a career increment equal to six and one-half percent (6.5%) of the base.

Credit for teaching experience

Credit up to the eighth (8th) step on the appropriate degree level on the employee salary schedule for teaching experience in an accredited school district may be granted an employee upon initial employment. The Board may grant placement at a higher step in those special instances when the Board, in its discretion, determines that a higher placement is appropriate.

Teachers completing a master's degree in any educational field will be given credit for advancement on the salary schedule. Any hours past the master's degree for movement must be in the same area the employee is currently teaching. Procedures for advancement will be followed as per board policy.

Method of Payment

Each employee shall be paid in twelve (12) equal monthly installments on the twentieth (20th) of each month. Payment or notification of payment shall be received at the teacher's regular school building during the school year and to an address designated by the teacher during the summer months.

When a pay date falls on or during a school holiday, vacation, or weekend, the Central Office will attempt to distribute the checks on the last previous working day.

Extended contracts

Remuneration for extended contracts shall be calculated on a pro-rated basis of a teacher's regular teaching salary.

Supplemental pay

The supplemental pay schedule in effect for the 2006-2007 school year is set forth in Schedule II which is attached hereto and made a part thereof.

School Nurse Salary

The school nurse shall receive the same package increase as the Association.

Schedule based on Phase I and II

The base salary is based on the assumption that the District shall receive the same amount of Phase I and Phase II as it received in 1992-93. In the event that the District receives less Phase I and /or Phase II money than in 1992-93, the salary schedule shall be amended to reflect the entire loss, and all individual contracted dollars shall be reduced accordingly. The alteration in the salary schedule shall come entirely in the reduction of the base salary.

Phase III – Payments

All aspects of the Phase III program at Shenandoah Community School District shall be in compliance with state law and the most recent Phase III Agreement between the Shenandoah Education Association and the Shenandoah Community School District.

Horizontal Movement

When possible, any employee seeking a horizontal movement on the salary schedule for the next school year, shall file a letter of intent to seek said movement, with the Superintendent or his/her designee prior to the end of the current school year. In any event, said notice shall be filed no later than October 1 of the following school year.

Sick Leave Reimbursement

Each employee shall be paid $15 for each unused sick day upon resigning from the district, provided the employee has been under contract with the district for a minimum of six years. This payment shall be made in July of the next fiscal year.

This item would become effective with the 2001-2002 collective bargaining agreement and will not be retroactive.

Substitute Teaching During Preparation Time

Teachers may be compensated for teaching during their scheduled preparation time when assigned by an administrator. The compensation rate shall be ten dollars ($10) per hour (60 minutes).

Ticket-taking

Employees will be paid at a rate of eighteen dollars ($18) for time increments of three (3) hours or less for taking tickets at extra-curricular events.

ARTICLE XVI

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 provision 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

The Board agrees to print copies of the Agreement in a format agreed upon within thirty (30) days after the Agreement is signed. The cost of the printing of this Agreement shall be borne by the Board of Education.

The Agreement shall be presented to all employees covered by this Agreement now employed, hereafter employed, and the Association shall be provided fifteen (15) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of 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 address or at such other address as may be designated by the party in written notification to the other party.

1. If by Association, to the Board at 304 West Nishna Road.

2. If by the Board, to the Association at the home address of the Association President.

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 understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and the Association each voluntarily and unqualified 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 during the term of this Agreement.

E. DURATION PERIOD

This agreement shall be effective from July 1, 2006, and shall continue in effect until June 30, 2007.

F. SIGNATURE CLAUSE

In witness thereof, the parties hereto caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 10th day of April, 2006.

SHENANDOAH EDUCATION ASSOCIATION

By Lesley Ehlers Amy Bopp
Its President

By
Its Chief Negotiator

SHENANDOAH BOARD OF EDUCATION

By
Its President

By Dick Profit
Its Chief Negotiator

Schedule I

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	PhD
	(820)	(830)	(840)	(850)	(860)	(1030)	
1	26,340	27,160	27,990	28,830	29,680	30,540	31,570
	940	950	960	970	980	990	990
2	27,280	28,110	28,950	29,800	30,660	31,530	32,560
	940	950	960	970	980	990	990
3	28,220	29,060	29,910	30,770	31,640	32,520	33,550
	940	950	960	970	980	990	990
4	29,160	30,010	30,870	31,740	32,620	33,510	34,540
	940	950	960	970	980	990	990
5	30,100	30,960	31,830	32,710	33,600	34,500	35,530
	940	950	960	970	980	990	990
6	31,040	31,910	32,790	33,680	34,580	35,490	36,520
	940	950	960	970	980	990	990
7	31,980	32,860	33,750	34,650	35,560	36,480	37,510
	940	950	960	970	980	990	990
8	32,920	33,810	34,710	35,620	36,540	37,470	38,500
	940	950	960	970	980	990	990
9	33,860	34,760	35,670	36,590	37,520	38,460	39,490
	940	950	960	970	980	990	990
10	34,800	35,710	36,630	37,560	38,500	39,450	40,480
	940	950	960	970	980	990	990
11	35,740	36,660	37,590	38,530	39,480	40,440	41,470
	940	950	960	970	980	990	990
12	36,680	37,610	38,550	39,500	40,460	41,430	42,460
	940	950	960	970	980	990	990
13	37,620	38,560	39,510	40,470	41,440	42,420	43,450
	940	950	960	970	980	990	990
14	38,560	39,510	40,470	41,440	42,420	43,410	44,440
	940	950	960	970	980	990	990
15	39,500	40,460	41,430	42,410	43,400	44,400	45,430
			960	970	980	990	990
16			42,390	43,380	44,380	45,390	46,420
			960	970	980	990	990
17			43,350	44,350	45,360	46,380	47,410

An earned doctorate is equal to $1030

When an employee has completed their fifth year in the district, and completes the final step in any educational lane, they shall receive a career increment equal to six and one-half percent (6.5%) of the base.

Schedule II

POSITION	CATEGORY										
Base Salary =	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
$26,340	14%	10%	9.5%	7%	6%	5%	4.5%	4%	3%	2%	1%
High School Head Coach											
Football	$ 3,688										
Basketball	$ 3,688										
Wrestling	$ 3,688										
Track	$ 3,688										
Baseball	$ 3,688										
Softball	$ 3,688										
Volleyball	$ 3,688										
Tennis		$ 2,634									
Cross Country		$ 2,634									
Golf		$ 2,634									
Assistant Coaches											
Football			$ 2,502								
Basketball			$ 2,502								
Wrestling			$ 2,502								
Track			$ 2,502								
Baseball			$ 2,502								
Softball			$ 2,502								
Volleyball			$ 2,502								
9th Grade Football			$ 2,502								
9th Grade Basketball			$ 2,502								
9th Grade Volleyball			$ 2,502								
Middle School Coaches											
Football				$ 1,844							
Basketball				$ 1,844							
Track				$ 1,844							
Wrestling				$ 1,844							
Volleyball				$ 1,844							
Speech and Drama											
Small/Large Group			$ 2,502								
Drama Coach						$ 1,317					
Asst. Group Speech					$ 1,580						
Cheerleaders											
High School				$ 1,844							
High School Assistant								$ 1,054			
Middle School								$ 1,054			
Music											
H.S. Instrumental	$3,688										
M.S. Instrumental		$ 2,634									
H.S. Vocal			$ 2,502								
M.S. Vocal		$ 2,634									
H.S. Musical Director							$1,185				
Music Accompanist								$1,054			
Class Sponsors											
Freshman										$ 527	
Sophmore										$ 527	
Junior								$ 1,054			
Senior										$ 527	
Club Sponsor											
Art Club									$ 790		
FTA									$ 790		
H.S. FCCLA									$ 790		
M.S. FCCLA									$ 790		
National Honor Society									$ 790		
H.S. Student Council									$ 790		
M.S. Student Council									$ 790		
M.S. Yearbook									$ 790		
HS Yearbook			$ 2,502								
** ANNUAL			$ 2,502								
**Round-Up			$ 2,502								
Other											
Weight Program	$3,688										
Dir. Chem Hazardous											$ 263
EXTRA DUTY - Sell tickets, etc.	$18/up to 3 hours of said duty										
**If not included in the curriculum as regularly scheduled class.											

SCHEDULE III

DUES DEDUCTION TERMINATION

I hereby request and authorize the Shenandoah Board of Education to terminate dues deduction. It is understood that this authorization for termination of dues deduction shall be my twenty (20) day notice to my employer.

DATE _____

SIGNATURE _____

Social Security No. _____

SCHEDULE IV

DUES DEDUCTION AUTHORIZATION

I hereby request and authorize the Shenandoah Board of Education to deduct from my earnings each month, until this authorization is changed or revoked as provided herein, my monthly payment of dues which amount is to be remitted for me and on my behalf to the treasurer of the Shenandoah Education Association, affiliate of the Southwest Uniserv Association, the Iowa State Education Association, and the National Education Association.

These dues will be deducted in equal payments of eleven months excluding September.

Date

_____

Signature

_____

Social Security No.

_____

Total dues deduction for SEA, SUEA, ISEA and NEA

_____

SCHEDULE V

GRIEVANCE REPORT

#_____

_____
Date Filed

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

Shenandoah Community School District
_____ Building

_____
Name of Aggrieved Person

LEVEL I

A. Date violation occurred _____

B. Section(s) of Master Contract Agreement 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 II

A. ____

______________________________ ______________________________
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee*

____

____

____

______________________________ ______________
Signature of Superintendent or His/Her Designee Date

= =

LEVEL III

A. ______________________________
Signature of Aggrieved Person

____
Signature of Association President

B. ______________________________ ______________________________
Date submitted to Arbitrator Date received by Arbitrator

C. Disposition and award of Arbitrator*

____

____

____

______________________________ ______________
Signature of Arbitrator Date

*If additional space is needed, attach additional sheets.

= =

NOTE: All provisions of Article III of the current Master Contract Agreement shall be strictly observed in the settlement of grievances.

= =

SCHEDULE VI

SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 WEST NISHNA ROAD
SHENANDOAH, IOWA 51601
712-246-1581

Please read before examination:
A physical examination by a licensed physician is required of all new appointees to the Shenandoah School. A general health statement, including a negative TB test or negative chest x-ray is to be filed with the Central Administrative Office by the new employee prior to their first scheduled payday. If it is not received by this deadline, wages shall be withheld until the form is presented. This examination is at the expense of the individual. The school will negotiate a discounted cost with Shenandoah Medical Center Occupational Health. Appointments can be scheduled by calling 246-7250.

Name _____ Birthdate_____ Age _____

Address _____Phone _____

Building Assignment _____

Tuberculin skin test: Month _____Year _____Results _____

Chest x-ray (Positive tuberculin reactors only) _____

This is to certify that I have examined _____ of the Shenandoah Community School District and find him/her to be free from all communicable diseases and do consider him/her physically capable of rendering service and will in no way endanger the health or lives of pupils or co-workers.

Date _____ Examining Physician _____

Address _____

_____

Note for Doctors of Chiropractic only:

I affirm that the affidavit required by Iowa Code Section 151.8 is on file with the Iowa Board of Chiropractic examiners.

_____
Signature