Sibley-Ocheydan CSD Sibley-Ocheydan EA 7/1/2006 6/30/2007

SIBLEY- OCHEYEDAN CSD/EA 06-07

Sibley-Ocheyedan Community School

Teacher Bargaining Agreement 2006-2007

TABLE OF CONTENTS

ARTICLE ONE: GRIEVANCE PROCEDURE	1
ARTICLE TWO: EMPLOYMENT TERM	3
ARTICLE THREE: LEAVES	3
Sickness	3
Jury & Legal	4
Professional	4
Bereavement	5
Association	6
Business and Personal	6
Discretionary	6
Educational Improvement	6
Emergency	7
Family & Medical Leave	7
ARTICLE FOUR: HEALTH & SAFETY	10
ARTICLE FIVE: ASSOCIATION RIGHTS	10
ARTICLE SIX: EVALUATION PROCEDURE	11
ARTICLE SEVEN: TRANSFER & JOB CLASS.	11
ARTICLE EIGHT: PROCEDURES FOR STAFF REDUC.	11
ARTICLE NINE: WAGES AND SALARIES	11
ARTICLE TEN: SUPPLEMENTAL PAY	13
ARTICLE ELEVEN: INSURANCE	13
ARTICLE TWELVE: PAYROLL DEDUCTION	14
SIGNATURE PAGE	16
EXHIBITS:	
A. Salary Schedule	17
B. Supplemental Schedule	18
C. Health Insurance Options	20
E...Payroll Deduction Authorization	21
F...Grievance Report	22
G...Physical Examination & Report	24

This agreement is made for the 2006-2007 school year by and between the Board of Directors of the Sibley-Ocheyedan Community School District and the Sibley-Ocheyedan Education Association.

The Board of Directors of the Sibley-Ocheyedan Community School District hereinafter referred to as the "Board", recognizes the Sibley-Ocheyedan Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all personnel as set forth in the PERB amended certification instrument in Case 336 issued December 10, 1975, which personnel are employed in the Sibley-Ocheyedan Community School District. The unit is described as:

INCLUDED: All professional certificated instructors of the Sibley-Ocheyedan Community School District including Chapter I teacher and certified school nurse, (hereinafter referred to as "employees").

EXCLUDED: Superintendent, building principals, athletic director, teacher aides and associates, and all others excluded by Section 4 of the Act.

ARTICLE ONE: GRIEVANCE PROCEDURE

A. A grievance shall mean only a claim that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement not specifically excepted from the grievance procedure.

B. (1) Every employee or group of employees covered by this agreement shall have the right to present grievances in accordance with these procedures.

(2) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits how- ever, may be extended by mutual agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff unless departure from this procedure is mutually agreed upon between the parties.

C. (1) First Step

An attempt shall be made to resolve any grievance via informal discussion between complainant and his or her principal. The complainant shall identify the specific problem and recommend a specific remedy. It is the responsibility of the complainant to indicate to the building principal that their discussion represents the first step of the grievance procedure. If after five (5) school days no result has occurred or if the employee is still dissatisfied, the employee may go to the second step.

Note: Certain scenarios may permit the waiving of the first two steps of the grievance process. Application of a waiver must be made in writing by the grievant to the Superintendent. The Superintendent must make a written reply to the waiver request within ten (10) school days after receiving the waiver request. Denial of a waiver by the Superintendent cannot be grieved and the grievant must begin the process with step one if there is still interest in pursuing a grievance.

(2) Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with his or her principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, shall state the remedy requested, and shall state the date of the conference at the first step. The principal may request a second meeting with the employee. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent and the Association within ten (10) school days after receipt of the written grievance.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the principal's writen decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee and the principal and the Association.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Federal Mediation and Consiliation Service will be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

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

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

D. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

E. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his 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 all levels. At the third and fourth levels the employee shall have a right to be represented by the UniServ director or other representative.

F. A form for use with written grievances is attached hereto marked Exhibit "F".

G. A copy of all grievances filed at level two or above shall be placed in the Association mailbox at least two (2) days prior to the date of hearing the grievance with a notation of the time and place of hearing.

H. The grievance report shall be filed in the personnel file and shall reflect the final disposition of the grievance.

l. When computing time on grievances not finally resolved by the end of the school year, all seven (7) days of the week, not school days, shall be counted. This change shall be effective commencing with the first day after the last pupil day.

ARTICLE TWO: EMPLOYMENT TERM (Days, Hours, Vacations, Holidays, In-Service Training)

A. Employees shall be contracted for a school year on the basis of one hundred ninety (190) days. Certain employees shall be contracted on an extended basis under the terms and conditions of Article Nine, Wages and Salaries.

B. Employees shall receive five (5) paid holidays within the 190 days, which holidays shall be designated in the school calendar as drawn by the superintendent; President's Day and the Monday following Easter shall be two of the holidays. Employees shall be involved in five (5) in-service days on the days set forth in the school calendar as designated by the superintendent. The balance of one hundred eighty (180) days shall be teaching days. Teachers in their first year of a teaching assignment in the district, will have an additional .5 day of inservice before other teachers report in the fall for inservice.

C. The school day shall be 8:00 a.m. to 4:00 p.m. Exceptions will be as follows:

1. When students are in attendance: The end of the work day shall be ten minutes after the dismissal of the students on days of early dismissal due to inclement weather and days prior to days when school will not be in session.

2. When students are NOT in attendance: The end of the work day shall be 3:30 on days prior to those when school will not be in session.

3. Additional exceptions to include: When staff are required to be at school for duties or meetings prior to 8:00 a.m., the time associated with required early arrival would be subtracted from the normal dismissal time (4:00 p.m.).

D. In addition to the beginning and dismissal times of 8:00 am. and 4:00 p.m., in the foregoing paragraph, employees may be required to attend up to fourteen (14) faculty or in-service meetings per school year between 7:30 a.m. and 8:00 a.m. and 4:00 p.m. and 4:30 p.m. In addition, the superintendent or his designee may call not more than two (2) night meetings per school year, exclusive of Parent-Teacher Conferences.

E. Vacations shall include the Friday after Thanksgiving and seven (7) days contiguous to Christmas.

F. Employees shall have each full teaching day a thirty (30) minute duty-free lunch period, during which time the employee shall be free to leave the building. An exception to this will exist at the high school where employees will have a twenty-seven (27) minute duty-free lunch period.

ARTICLE THREE: LEAVES

A. Sick Leave

1. Employees will be allowed sick leave as follows:

Ten (10) days sick leave for the first year to any employee new in the system. The schedule for sick leave each consecutive year for all teaching personnel until the maximum of one hundred thirty (130) days is reached will be as follows:

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

2. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 of each school year and also on June 20 of each school year.

3. 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 through the end of the school year.

4. Maternity leave requests shall be handled under sick leave policy. Maternity leave shall commence on the first day that the doctor indicates that the teacher can no longer teach due to medical complications of the pregnancy, or the leave shall start when the teacher commences labor.

5. Maternity leave shall continue to be treated under sick leave for a period of forty-two calendar days following childbirth unless the mother's doctor indicates that additional leave is necessary due to the medical condition of the mother. In that instance, maternity leave shall continue under sick leave for the additional days that the doctor indicates are necessary. In the event of a maternity complication requiring the mother to remain hospitalized after the newborn has been released and the father is employed in the district, the superintendent, at his discretion, may grant such additional leave as he deems appropriate.

6. The employee shall inform the administration in writing of her pregnancy and expected due date during the fourth month of her pregnancy.

7. If the date for commencement of maternity leave or the date for the resumption of duties would interfere with the administration of the school or the continuity of the educational process, the requested date may be changed by the superintendent to assure efficient administration of the school to provide the least disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the employee. Such additional days of leave shall be reimbursed as sick leave.

8. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed the balance of the school year.

B. Jury and Legal Leave

In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee may suffer financial losses because of such absence, the employee shall receive his or her normal salary and any fees or remuneration the employee receives during such leave shall be turned over to the Sibley-Ocheyedan Community School System. "Paid leave will be permitted for an employee who is subpoenaed to testify in a court hearing pertaining to matters associated with a student currently enrolled in the Sibley-Ocheyedan School District or a student who is no longer enrolled in the District provided that the student has not been separated from the District longer than 12 months from the date of the subpoena. Two (2) days per individual case will be allowed with additional days available at the Superintendent's discretion.

C. Professional Leave

1. Professional leave days may be used for educational purposes with approval of the principal or superintendent. The employee planning to use a professional leave day shall notify his principal at least five days in advance of the absence. Professional days shall be used for the purpose of:

a. Visitation to view other instructional techniques or programs, as approved by the principal or superintendent.

b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions, which programs have been approved directly related to the contract duties of the employee.

2. After completing the professional leave the employee shall prepare at the request of the principal or superintendent a written report for presentation to the administration or fellow employees. Transportation and registration fees shall be reimbursed by the district, subject to the following:

a. Transportation shall be by school vehicle if it is available. If it is not available, transportation shall be reimbursed at the IRS rate for mileage. Lodging reimbursement is available at a rate of $80.00 per person, per night, with a two night maximum.

b. Professional leave applications shall only be approved for reimbursement if the destination is within the State of Iowa or a 300 mile radius of Sibley.

c. Professional development dollars in the amount of $10,000 will be used for academic pursuits and $4,000 will be available for all extra-curricular conferences, clinics or workshops.

d. Applications for professional leave shall be submitted to a committee of five persons, who shall establish the time table for application and notification of granting of the leave. Said committee shall consist of two principals and three teachers representing the three different levels and those three persons shall be designated by the association. A majority vote of the committee shall control the decisions with regard to which persons shall be granted professional leave within the budgetary constraints set forth in sub-paragraph "c" above.

e. The committee shall be limited to approving professional leaves of a number that shall not exceed the available substitutes.

f. Summer requests shall be charged against the budget and requests shall be made before the expiration of the school year.

g. Emergency leave requests arising during the summer may be granted by the superintendent or his designee if there is any portion of the budget still available.

h. Expenses for professional leave which is initiated by the administration shall not be charged against the budget.

D. Bereavement Leave

1. Up to five (5) days of leave shall be granted at the time of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren and any other member of the immediate household. In the event of the death of a friend or relative outside the employee's immediate family as defined above, the employee shall be granted, to attend the funeral, one day leave if the funeral is within one hundred fifty (150)

mile radius and two days leave if the funeral is outside one hundred fifty (150) mile radius. In the event of the death of an employee or student in the school district, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

E. Association Leave

1. Up to six (6) days leave with pay shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations at the discretion of the Association. The superintendent shall be given seven (7) days advance notice of the dates this leave will be taken.

2. In addition, up to one year leave without pay shall be available for any employee elected to a national or state office in the Iowa State Education Association or the National Education Association.

F. Personal Leave

1. Leave between 8:00-8:30 a.m. and 3:30-4:00 p.m. may be available for legal, dental, or medical appointments. Other reasons may be considered by the principal provided the employee makes up the lost contract time on a time for time basis before or after school. All arrangements must be made and approved by the building principal before the employee leaves the building.

2. All employees shall have two (2) day of personal leave available to use at the employee's discretion. This leave shall be subject to the following restrictions:

a. The leave shall not be available the first ten (10) school days or the last ten (10) school days of the school year. Exception: Personal leave may be used during the first and last 10 days of school to accompany a child to or from college, college graduation, military departure, or military graduation.

b. The leave may not be used to extend a holiday or vacation period.

c. Three (3) school days advance notice shall be given to the superintendent.

d. The leave shall be limited in use for any one day by the number of substitutes the district can secure to fill the positions to be vacated for the requested leave.

e. Personal days unused at the end of the year shall be paid at the rate of $50 per day.

G. Discretionary Leave

The Board or its designated representative may in its exclusive discretion grant additional leave, paid or unpaid, which leave shall be allowed only after written request and the denial of which shall not be grievable under this contract.

H. Educational Improvement Leave

Leave for educational improvement shall be granted by the Board of Education without pay for the purpose of engaging in study at an accredited college or university in the area of current subject matter of the employee or an area approved by the superintendent. This leave shall only be available after five (5) years experience in the Sibley-Ocheyedan Community School District. Upon return to the Sibley-Ocheyedan Community School District in the next school year following termination of this leave the employee shall be

placed on the salary schedule one level above the level held prior to the leave of absence if the leave extends for the full school year.

I. Emergency Leave

Three (3) days of non-accumulative emergency leave shall be granted for illness or injury in the immediate family. Two (2) additional days may be granted with th employee paying the cost of the substitute. Additional emergency leave may be allowed at the discretion of the superintendent or designee.

J. Family and Medical Leave Act (FMLA)

1 Overview:

a. FAMILY AND MEDICAL LEAVE ACT: A federal mandate designed to harmonize the demands of family life with the economic realities of the work place. It allows an "eligible employee" up to 12 weeks per year of unpaid leave for: A Personal serious health condition; Care of a newly born, adopted or foster care child; Or to care for a family member with a serious health condition.

b. The information in this paragraph (J) shall serve as a summary of the FMLA and its integration into the collective bargaining agreement. Implementation of the FMLA shall not reduce any of the employee benefits contained in the current Bargaining Agreement. Additionally, the inclusion of the FMLA in the Bargaining Agreement shall not diminish any of the intended benefits of the act.

c. The effective date of the FMLA for persons covered under this collective bargaining agreement shall be the date on which a negotiated agreement is reached which integrates the FMLA into the current bargaining agreement.

2. Definitions:

a. Serious Health Condition: An illness, injury, or condition that involves in-patient care at a medical facility or continuing treatment by a health care provider. Voluntary or cosmetic treatments not medically indicated are not included.

b. Family Member: Spouse, children under age 18 (except in cases where child is incapable of self-care due to physical or mental disability), Parent (In-laws not included). Note: A person who acted "in loco parentis" would qualify as a family member.

c. Key Employee: An employee who is salaried, FMLA eligible, and is in the top 10% in pay in the District when considering all employees.

d. Health Care Provider: Doctor of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors. In some cases, the following may also be considered as health care providers: Nurse practitioners; Nurse midwives; and Christian Science practitioners.

e. Intermittent Leave: Leave taken a few days/weeks at a time and not all at once.

f. Reduced Leave Schedule: A leave schedule whereby an employee uses leave for a pre-determined number of days/hours per week for an extended period of time.

3. Eligibility:

a. Employee must have worked for the employer for at least 12 months and must have worked at least 1,250 hours during the year preceding the start of the leave. Full-time teachers and administrators are assumed to have worked 1,250 hours if they have been on staff for the previous 12 months.

4. Entitlement:

a. Each employee shall have available up to 12 weeks of unpaid Family and Medical Leave leave during any one 12 month period for/to:

1. A personal serious health condition;
2. Care for a newly born, adopted or foster care child during the first year the child is in the home.
3. Care for a family member with a serious health condition.

b. The applicable 12 month period will be the fiscal year beginning on July 1 of each year and continuing until June 30 of the next year.

c. When a husband and wife both work for the same employer, their entitlement is combined for a total of 12 weeks except in cases of personal serious health conditions or for serious health conditions of a child. Should one spouse be ineligible for Family and Medical Leave, the other spouse shall be entitled to the full 12 weeks.

d. Only paid and unpaid leave designated by the District as Family and Medical Leave will count toward the 12 week entitlement.

5. Use of Leave:

a. There are three formats under which Family and Medical Leave can be used:

1. All at once;
2. Intermittent;
3. Reduced leave schedule (Reduced hours per day or week).

b. Employer consent is necessary for intermittent or reduced leave schedule in cases of care for a newly born child, adoption, or placement of a foster child.

c. Employer consent for intermittent or reduced leave schedule is not necessary in eligible cases due to a serious health condition.

d. If the intermittent leave results in the teacher being absent from the classroom more than 20% of the time, the teacher may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the classroom.

6. Use of Paid Leave:

a. For all Family and Medical Leave situations as described in 4.a.1. above, the employee is required to use accrued sick leave benefits, if available, as part of the 12 week entitlement. If the Family and Medical Leave extends beyond the number of accrued sick leave days, the employee shall have the option of using personal leave and/or personal business leave if available. The remainder of the Family and Medical Leave shall be unpaid.

b. For all Family and Medical Leave situations as described in 4.a.2. above, the employee will have the option of using available personal leave or personal business leave. The remainder of the Family and Medical Leave shall be unpaid.

c. For all Family and Medical Leave situations as described in 4.a.3. above, the employee will have the option of using available emergency leave, personal leave, or personal business leave. The remainder of the Family and Medical Leave shall be unpaid.

d. The paid leave used for Family and Medical Leave situations will count toward the employee's 12 week Family and Medical Leave entitlement.

7. Continuation of Benefits:

a. An employee on Family and Medical Leave shall continue to receive full benefits associated with his/her job. If one of these benefits includes medical premium payments by the District, such payments will continue on behalf of the employee. The employee must continue to pay his/her portion of the premium, if applicable.

b. If an employee chooses not to return to work after utilizing the Family and Medical Leave the District may recover from the employee the premium payments it made on the employee's behalf during the Family and Medical Leave except when the failure to return is due to the continuation, recurrence or onset of a serious health condition or to other circumstances beyond the employee's control.

c. The leave time will be treated as continued service for purposes of vesting and eligibility to participate in a retirement plan.

8. Guarantee of Reinstatement:

a. Upon return from Family and Medical Leave, an employee shall be reinstated in the same job or an equivalent job with equivalent pay, benefits and terms of employment.

b. A "Key Employee" may not be reinstated if such reinstatement would result in "substantial and grievous economic injury" to the District.

1. The District must notify an employee if they are being considered as a "key employee" at the time of the leave request.

2. The District must notify "key employees" of the potential for non-reinstatement when such is determined. This may be prior to or during the Family and Medical Leave. If this notification does not occur, the employee must be reinstated.

3. If the District determines that reinstatement of key employee may not be possible and notified the key employee of the determination, the employee may choose to return to work immediately and be reinstated.

9. Family and Medical Leave at the End of a Semester:

a. The District may require an employee to extend his/her Family and Medical Leave to the end of a semester if the Family and Medical Leave meets one of the following conditions:

1. Family and Medical Leave starts more than 5 weeks before the end of the semester and lasts at least 3 weeks with a return scheduled during the last 3 weeks of the semester;

2. Family and Medical Leave starts during the last 5 weeks of a semester and lasts more than 2 weeks with a return to work scheduled during the last 2 weeks of the semester;

3. Family and Medical Leave starts during the last 3 weeks of a semester and lasts for more than 5 working days.

(Paragraph 2 and 3 above are not applicable if the Family and Medical Leave is for a personal serious health condition.)

10. Requesting Leave:

a. Employee must request leave through his/her immediate supervisor. Except in the case of personal leave, the employee must indicate the reason for the leave. The employee need not assert his/her rights under the Family and Medical Leave nor otherwise mention of the FMLA.

b. Employees must give at least 30 days notice for foreseeable leave.

1. If 30 days notice is not practicable, then the notice should be given as soon as possible even if done verbally 1 or 2 days before the commencement of the leave.

2. If the request for leave occurs less than 30 days prior to the commencement of the leave, the District may delay the leave until 30 days after the employee's request.

3. The District must determine if the leave qualifies under the FMLA. Such determination must occur before the start of an employee's leave or before a leave extension is granted. Exception: An employer may make the determination retroactive if additional information is obtained and after an employee's leave has begun but such determination may never be made after the employee has returned from leave.

4. Upon making the determination that the requested leave would be counted against an employee's Family and Medical Leave entitlement, the District shall:

(a.) Notify the employee of the determination;

(b.) Give the employee information on FMLA which will include the employee's remaining Family and Medical Leave entitlement.

c. District can periodically ask the employee on Family and Medical Leave about his/her intention to return to work upon the expiration of his/her Family and Medical Leave.

d. The employee must notify the District if they do not intend to return to his/her previous job upon the exhaustion of the Family and Medical Leave entitlement.

e. Leave for Serious Health Conditions:

1. The District may request written verification regarding the employee's health condition but not more than once every 30 days. Verification may be by the health care provider of the employee's choice and shall be provided within 15 days of the employees request if possible.

2. The District may request verification from another health care provider with associated expenses paid by the District.

3. The District may request a third verification at the District's expense. The third verification will be by a health care provider mutually agreed upon by the District and the employee.

4. The District may request a fitness for duty report before the employee is reinstated.

11. Employer Obligations:

Employer must post a notice summarizing the provisions of the FMLA and the procedures for filing complaints regarding FMLA violations.

ARTICLE FOUR: HEALTH AND SAFETY PROVISIONS

The Sibley-Ocheyedan Community School District will reimburse new employees for out of pocket expenses up to sixty dollars ($60.00) for the teacher's physical that is due upon hiring. Such payment will be made after the completed form and a payment receipt is returned to the school nurse. The physical examination form shall be as identified in Exhibit "G".

ARTICLE FIVE: ASSOCIATION RIGHTS

A. The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings, and any equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The principal of the building shall be notified of the time and place of all meetings.

B. The Association and its members shall have the right to hold Association meetings in school buildings contingent upon their availability. Request for use of facilities will be made through the building principal.

C. The Association and its members shall have the right to post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges, via e mail, or such other places as designated by the building principal.

D. 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.

E. The Board agrees to print on school equipment one copy of the contract for each employee plus ten extra copies for the Association.

ARTICLE SIX: EVALUATION PROCEDURE

The evaluation instrument and process will be agreed upon at a later date by the board, administration and the SOEA.

ARTICLE SEVEN: TRANSFER PROCEDURES AND JOB CLASSIFICATION

A. Any employee may apply for voluntary transfer or reclassification. Such application shall be in writing to the superintendent. A denial of the request shall be in writing.

B. In the event that the superintendent determines that involuntary transfers or reclassifications are necessary, the superintendent shall give written notice to the affected employees as soon as practicable. An involuntary transfer assignment or reclassification shall be made only after a meeting between the employee involved and the superintendent, at which time the employee shall be advised of the reasons for the transfer.

If qualified volunteers are available they shall first be considered in the event of necessity for involuntary transfers or reclassifications. The matter of transfer or reclassification, whether voluntary or involuntary, except for procedures, shall not be subject to the grievance procedure beyond the third step of the grievance procedure of this contract.

C. The superintendent shall notify by e-mail and advise school secretaries to post in offices of all buildings listings of job classifications and transfers available for the current school year and following school year within one week of Board action that establishes the openings. (Note: Board acceptance of a resignation does not, in itself, establish an opening.)

D. Employees interested in a reclassification or transfer shall advise the superintendent in writing prior to March 1 of the year preceding the desired reclassification.

ARTICLE EIGHT: PROCEDURES FOR STAFF REDUCTION

A. When, in the sole, exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education programs possible, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, seniority, competence and qualifications of available employees to do the available work. If a choice must be made between two or more employees of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the employee(s) with the greater full time length of service.

B. Employees that become subject to staff reduction shall have the right of notification for two (2) years from the date of notification of the original reduction decision of any staff opening of a similar teaching position in which they were formerly employed or are properly qualified and certified. Those persons shall be considered along with other applicants for the position available.

ARTICLE NINE: WAGES AND SALARIES

A. The salary of each employee covered by the regular salary schedule is set forth in Exhibit A, which is attached hereto and made a part hereof.

B. The salary schedule shall be the basis for issuing the employees' contracts. The amount deducted from an employee's salary for unpaid leave shall not include salary for activities (listed in Exhibit B) that are not in progress at the time of the unpaid leave.

C. 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 on the schedule for their educational classification is reached. Exceptions to this advancement would be for persons who are subject to the salary provisions set forth in Paragraph I below. Employees who have attained sufficient hours to qualify for horizontal movement shall certify such hours to the superintendent by September 10 and be placed accordingly.

D. Employees entering the system shall be given full credit for teaching experience outside the district and teachers returning to Sibley-Ocheyedan will receive full credit for service in the Sibley-Ocheyedan District.

E. Non-degree teachers shall receive a salary adjustment equal to the dollar increase in B.A. base pay as indicated in Exhibit A.

F. Employees shall be paid on the twentieth (20th) of each month unless the twentieth is a Saturday, Sunday or holiday, and then payment shall be on the previous working day. Employees shall have the option of being paid one-tenth of their contracted compensation in ten monthly installments beginning in September provided they request such a payment option prior to January 1 of the previous contract year.

G. Extended contract employees shall be paid on a prorated basis from the appropriate position on the salary schedule. In addition extended contract employees shall receive credit for a pro-rated additional amount of sick pay.

H Hours credited for horizontal movement shall be (a) graduate hours in courses germane to the employee's employment responsibilities, (b) hours to meet initial Iowa certification or endorsement requirements, or (c) hours in approved graduate degree program, or (d) hours associated with improved classroom management/techniques.

Graduate hours submitted under item "c" above for the purpose of horizontal advancement shall be reviewed by a three-person committee consisting of the superintendent and two teachers who will be appointed by the SOEA.

I. The board reserves the right to hire a teacher with zero to four years' experience at Step 4 on the salary schedule. If this option is utilized, the person shall then remain on Step 4 until the person's actual experience, including teaching at Sibley-Ocheyedan and credit allowed under Paragraph D above, is five years. At that point in time the person shall then commence moving on the schedule and shall move from Step 4 to Step 5.

J. All certified teachers will be required to attend all district-wide inservice meetings. Teachers who are not full-time will be expected to attend the same percentage of the meetings as their contract indicates (ex. .5FTE equals 50% of the meetings) as part of their contract and then they will be paid at the rate of $15 per hour for their attendance at the other percentage of the meetings.

K Employees retiring from the District with at least 15 years of service within the District will have the following final salary options:

1. Full remaining salary in their June paycheck:
2. Payments made in three equal installments in June, July, and August consistent with current payroll practices.

L. Career teachers are those who have reached the terminal step of their assigned salary lane. The 2006-2007 teaching salaries for Career teachers will be an increase of 3% of the top of their 2006-2007 salary lane. That dollar amount will be added to their 2005-2006 salary.

M. Any state mandated and funded salary provision affecting the 2006-2007 bargaining agreement shall be implemented in a manner agreeable to both the Sibley-Ocheyedan Board of Directors and the Sibley-Ocheyedan Education Association.

ARTICLE TEN: SUPPLEMENTAL PAY

A. Employee 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 Exhibit "B", which is attached hereto and made a part hereof. Preference in making such assignments shall be given to continuing employees regularly employed in the district. The district will allow full previous experience either within or without the district placement on Exhibit "B". Experience granted will not be restricted by the level or grade of an activity, but will not include movement from one activity on Exhibit "B" to another activity on Exhibit "B". Salary for Lane A shall be the percentage rate times the base salary. Lane B shall be 105% of Lane A. Lane C shall be 110% of Lane A and Lane D shall be 115% of Lane A.

B. 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 school per day shall be reimbursed for all travel at the current IRS rate for all driving done between arrival at the first location at the beginning of their work day and arrival at the final location. Reimbursement shall be at the year end.

C. It is understood and agreed that in addition to teaching duties and supplemental pay duties, the employees shall perform some additional duties that shall not involve additional compensation.

D. An employee who works four (4) events will earn a family pass for activities. Compensation for additional events beyond the one or two activity tickets, as well as the family pass, will be paid at a rate of $15.00 per event (ticket sellers and ticket takers/pass gae...a change to Exhibit B).

The listed activities for this paragraph are: ticket sellers and takers for regular season varsity football and basketball, homecoming coronation, high school musical, regular season high school wrestling, high school band show, school plays, swing choir show, regular season varsity volleyball, building supervision for regular season varsity football, student supervision for elementary music programs, regular season varsity basketball games, junior high Christmas concert, grades 4-6 band and choir concert, 5th and 6th grade physical education program, junior high band and choir concerts, band show and general supervision for the fine arts show, and clock and scoreboard personnel for varsity football. The passes will be valid only for the activities listed above.

E. Teachers who are on a non-student contract hour will be paid at the rate of $10 each time they are assigned or requested by the administration to supervise students normally assigned to another teacher. This provision will not apply to teachers who are assigned as activity substitutes as a part of their regular duties.

F. Employees who have worked a minimum of fifteen years in the district shall receive upon their retirement a lifetime activity pass, good for their admission and the admission of a guest.

ARTICLE ELEVEN: INSURANCE

A. Each employee shall have the option of having the school district pay the full cost of a single policy premium or 60% of cost of family coverage of a health/major medical insurance plan selected by the board providing that the coverage levels identified in Exhibit "C" are not diminished.

B. Insurance benefits will be provided on a pro-rated basis for those employees who work between 20-30 hours.

C. If an employee has insurance coverage by a program through the spouse's employer and elects in writing prior to the school year not to participate in the group plan, that employee will receive as a salary supplement, $1500.00. This election is limited to 20 persons within the bargaining unit. If more than 20 people elect to not participate in the group medical program, the 20 people shall be selected on the basis of seniority in the Sibley-Ocheyedan Community School system.

The district agrees to assist in self-insuring the 1500/3000 deductible plan. It is the intention that for the 2006-2007 year, persons with 1500/3000 deductible plan shall be reimbursed by the district for medical expenses charged to the deductible. The reimbursement shall be based on exhibit "C".

E. A term life insurance policy shall be provided by the Board for each employee. The amount of coverage shall be $20,000.

ARTICLE TWELVE: PAYROLL DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues and additional insurance payments or annuity payments. The form of the assignment shall be as set forth in Exhibit "E" and shall be filed with the Board secretary by September 10.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth of total dues from the regular salary check of the employee each month for twelve months, beginning in September and ending in August of each year.

C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty day notice to the Board and to the Association.

D. Termination

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deduction was made will be furnished on October 1 and subsequent deductions therefrom will be furnished on the first of each month following the month of any reduction in size of the unit.

F. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.

G. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessments, back dues, or fines.

H. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

In the event that any provision 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.

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

In witness thereof:

For the Sibley-Ocheyedan Education Association

Shanise Buckshus
President
Date: 3-31-06

Lorenda Slade
Secretary
Date: 3-31-06

Steve Lemke
Chief Negotiator
Date: 3/31/06

For the Board of Education of Sibley-Ocheyedan Community School District

President
Date: 3-31-06

Lorenda K Hartzell
Secretary
Date: 03-31-06

Chief Negotiator
Date: 3/31/06

	A	B	C	D	E	F	G	H	I	J
1	**Sibley-Ocheyedan Salary Schedule**				**2006-07**					
2										
3										
4										
5										
6	**INCREMENT**	**1025**	**4.20%**	**Generator: Supp. Schedule**		**$24,400.00**				
7	**BASE**	**$24,400.00**								
8										
9										
10		BA	BA+15	BA+30	MA	MA+15	MA+30			
11	STEP 0	$24,400	$25,425	$26,450	$27,474	$28,499	$29,524			
12	" 1	$25,425	$26,450	$27,474	$28,499	$29,524	$30,549			
13	" 2	$26,450	$27,474	$28,499	$29,524	$30,549	$31,574			
14	" 3	$27,474	$28,499	$29,524	$30,549	$31,574	$32,598			
15	" 4	$28,499	$29,524	$30,549	$31,574	$32,598	$33,623			
16	" 5	$29,524	$30,549	$31,574	$32,598	$33,623	$34,648			
17	" 6	$30,549	$31,574	$32,598	$33,623	$34,648	$35,673			
18	" 7	$31,574	$32,598	$33,623	$34,648	$35,673	$36,698			
19	" 8	$32,598	$33,623	$34,648	$35,673	$36,698	$37,722			
20	" 9	$33,623	$34,648	$35,673	$36,698	$37,722	$38,747			
21	" 10	$34,648	$35,673	$36,698	$37,722	$38,747	$39,772			
22	" 11	$35,673	$36,698	$37,722	$38,747	$39,772	$40,797			
23	" 12	$36,698	$37,722	$38,747	$39,772	$40,797	$41,822			
24	" 13	$37,722	$38,747	$39,772	$40,797	$41,822	$42,846			
25	" 14	$38,747	$39,772	$40,797	$41,822	$42,846	$43,871			
26	" 15		$40,797	$41,822	$42,846	$43,871	$44,896			
27	" 16			$42,846	$43,871	$44,896	$45,921			
28	" 17				$44,896	$45,921	$46,946			
29	" 18					$46,946	$47,970			
30	" 19						$48,995			
31										
32										
33	Any teacher off the salary schedule will be called "career"									
34	and a 3% increase will be figured on their ending									
35	salary lane and that dollar figure will be added to									
36	the 2005-06 salary.									
37										
38										
39										
40										
41										
42										
43										

	A	B	C	D	E	F	G	H	I	J
44										
45	**Supplemental Salary Schedule 2006-07**									
46	==========									
47	**POSITION**	**"% BASE**	**YEARS 1-2**	**YEARS 3-4**	**YEARS 5-6**	**YEARS 7+**				
48	FOOTBALL									
49	Head	**14.0**	$3,416	$3,587	$3,758	$3,928				
50	Ass't	**9.5**	$2,318	$2,434	$2,550	$2,666				
51	JV/Varsity Ass't	**8.5**	$2,074	$2,178	$2,281	$2,385				
52	Tenth	**8.5**	$2,074	$2,178	$2,281	$2,385				
53	Ninth	**8.5**	$2,074	$2,178	$2,281	$2,385				
54	Eighth	**7.0**	$1,708	$1,793	$1,879	$1,964				
55	Seventh	**7.0**	$1,708	$1,793	$1,879	$1,964				
56	Ass't J.H.	**6.0**	$1,464	$1,537	$1,610	$1,684				
57	BASKETBALL									
58	Head	**14.0**	$3,416	$3,587	$3,758	$3,928				
59	Ass't	**9.5**	$2,318	$2,434	$2,550	$2,666				
60	Ninth	**8.5**	$2,074	$2,178	$2,281	$2,385				
61	Eighth	**7.0**	$1,708	$1,793	$1,879	$1,964				
62	Seventh	**6.0**	$1,464	$1,537	$1,610	$1,684				
63	JH Ass't	(90% of 7th)	$1,318	$1,383	$1,449	$1,515				
64	WRESTLING									
65	Head	**14.0**	$3,416	$3,587	$3,758	$3,928				
66	Ass't	**9.5**	$2,318	$2,434	$2,550	$2,666				
67	J.H.	**7.0**	$1,708	$1,793	$1,879	$1,964				
68	JH Ass't	90% of JH	$1,537	$1,614	$1,691	$1,768				
69	TRACK									
70	Head	**12.0**	$2,928	$3,074	$3,221	$3,367				
71	Ass't	**9.5**	$2,318	$2,434	$2,550	$2,666				
72	J.H.	**7.0**	$1,708	$1,793	$1,879	$1,964				
73	JH Ass't	90% of JH	$1,537	$1,614	$1,691	$1,768				
74	C. Country	**10.0**	$2,440	$2,562	$2,684	$2,806				
75	BASEBALL									
76	Head	**13.0**	$3,172	$3,331	$3,489	$3,648				
77	Ass't	**8.5**	$2,074	$2,178	$2,281	$2,385				
78	J.H.	**7.0**	$1,708	$1,793	$1,879	$1,964				
79	JH Ass't	**6.0**	$1,464	$1,537	$1,610	$1,684				
80	GOLF-Head	**11.0**	$2,684	$2,818	$2,952	$3,087				
81	VOLLEYBALL									
82	Head	**14.0**	$3,416	$3,587	$3,758	$3,928				
83	J.V.	**9.5**	$2,318	$2,434	$2,550	$2,666				
84	Ninth	**8.5**	$2,074	$2,178	$2,281	$2,385				
85	J.H.	**7.0**	$1,708	$1,793	$1,879	$1,964				
86	JH Ass't	**6.0**	$1,464	$1,537	$1,610	$1,684				
87	VAR.SOFTBALL	**13.0**	$3,172	$3,331	$3,489	$3,648				

	A	B	C	D	E	F	G	H	I	J
88	Ass't	8.5	$2,074	$2,178	$2,281	$2,385				
89	JH Softball	7.0	$1,708	$1,793	$1,879	$1,964				
90	JH Ass't	6.0	$1,464	$1,537	$1,610	$1,684				
91	ACADEMIC D.	6.0	$1,464	$1,537	$1,610	$1,684				
92	Acad. D. Ass't	4.0	$976	$1,025	$1,074	$1,122				
93	Annual	3.0	$732	$769	$805	$842				
94	Drama	6.0	$1,464	$1,537	$1,610	$1,684				
95	Dance Team	4.0	$976	$1,025	$1,074	$1,122				
96	HS Instrumental	14.0	$3,416	$3,587	$3,758	$3,928				
97	JH Instrumental	10	$2,440	$2,562	$2,684	$2,806				
98	HS Vocal	14.0	$3,416	$3,587	$3,758	$3,928				
99	JH Vocal	10	$2,440	$2,562	$2,684	$2,806				
100	Elem Vocal	3.0	$732	$769	$805	$842				
101	Accompanist	2.0	$488	$512	$537	$561				
102	Quill	3.5	$854	$897	$939	$982				
103	Speech	8.5	$2,074	$2,178	$2,281	$2,385				
104	Asst' Speech	6.0	$1,464	$1,537	$1,610	$1,684				
105	Pep Club	2.5	$610	$641	$671	$702				
106	BB Cheer	4.5	$1,098	$1,153	$1,208	$1,263				
107	Wres. Cheer	3.5	$854	$897	$939	$982				
108	Football Cheer	2.5	$610	$641	$671	$702				
109	JH Cheerleading	3.5	$854	$897	$939	$982				
110	Prom Sponsor	2.0	$488	$512	$537	$561				
111	Honor Society	2.0	$488	$512	$537	$561				
112	International Club	2.0	$488	$512	$537	$561				
113	F. Arts Coord	2.5	$610	$641	$671	$702				
114	Mag. Sale Sponsor	2.0	$488	$512	$537	$561				
115	Strength Coord.	8.5	$2,074	$2,178	$2,281	$2,385				
116	----------									
117	Saturday programs	$10.00 per prograr								
118	Girls Chaperone	11.00 per game								
119	Baseball Maintenance	$160 per season								
120	Weight Superv.	$7.50 per hour								
121	Extra-curricular and Co-Curricular Event Compensation Schedule									
122			Sporting	Other						
123			Event	Event						
124	Ticket Sellers		$15.00	$15.00	Student Supervis.	Sports	Other			
125	Ticket Takers/Pass Gate		$15.00	$15.00		$20.00	$11.00			
126										
127	Cash Out	1,500.00	Single 1000 Ded.	5,267.00	Single 1500 Ded.	4,992.00				
128	Single 500 Ded.10%	5,680.00	Family 2000 Ded.	7,852.00	Family 3000 Ded.	7,440.00				
129	Family 1000 Ded.	8,471.00								
130										
131	**Name**	**Schedule**	**Reg. Salary**	**Co-Curr**	**Co-Curr**	**Total**	**FICA**	**IPERS**	**Medical**	**Total Dist.**

EXHIBIT "C"

$500/$1000 Deductible PPO PLAN (10% DEDUCTIBLE WAIVED)

			MAXIMUM OOP	DISTRICT PAYS:		DISTRICT REIMB. AVAILABLE
$500 ded.	single premium	473.34	**$1,000**	**100%**	473.34 x 12 mos. = $5,680.08	$0
$1000 ded.	family premium	1,176.58	**$2,000**	**60%**	705.95 x 12 mos. = $8,471.40	$0
	(family payroll deduction) $ 470.63					

$1000/$2000 Deductible PPO PLAN (10% DEDUCTIBLE WAIVED)

			MAXIMUM OOP	DISTRICT PAYS:		DISTRICT REIMB. AVAILABLE
$1000 ded.	single premium	438.94	**$2,000**	**100%**	438.94 x 12 mos. = $5,267.28	$0
$2000 ded.	family premium	1,090.57	**$4,000**	**60%**	654.34 x 12 mos. = $7,852.08	$0
	(family payroll deduction) $ 434.06					

$1500/$3000 Deductible PPO PLAN (10% DEDUCTIBLE WAIVED)

			MAXIMUM OOP	DISTRICT PAYS:		DISTRICT REIMB. AVAILABLE
$1500 ded.	single premium	416.03	**$3,000**	**100%**	416.03 x 12 mos. = $4,992.36	$2,000 *
$3000 ded.	family premium	1,033.29	**$6,000**	**60%**	619.97 x 12 mos. = $7,439.64	$4,000 *
	(family payroll deduction) $ 411.26					

* district reimbursement excludes all charges w/co-pays.

EXHIBIT "E"

PAYROLL DEDUCTION AUTHORIZATION FORM

For Employer use only.

_____
Employee No.

_____ _____
Date Started Amount

Changes

_____ _____
Date Amount

_____ _____
Date Amount

_____ _____
Date Amount

_____ _____
Date Amount

Authorization for Payroll Deduction for Education Assoc. Dues.

_____
First Name Initial Last Name

I hereby request and authorize the Board of Education of Sibley-Ocheyedan Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me an on my behalf to the treasurer of the Sibley-Ocheyedan Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

It is further understood that in the event my employment terminates prior to June, I shall provide verification to the Board of Education from the Association that my dues are paid in full for the year or that satisfactory arrangements have been made with the Association for payment of those dues. In the event I do not furnish said verification it is understood that the balance of the year's dues shall be deducted from my final payment from the Sibley-Ocheyedan Community School District.

Date_____ Signature_____

_____
Social Security No.

EXHIBIT "F"

GRIEVANCE REPORT
#_____

_____
DATE FILED

Sibley-Ocheyedan Community School District

_____Building

_____
Name of Aggrieved Person

Distribution Form

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

LEVEL TWO

A. Date Alleged violation occurred_____

B. Section(s) of Contract violated_____

C. Statement of Grievance_____

_____

D. Relief Sought_____

_____

_____

_____
Signature and date of receipt by supervisor

_____ _____
Signature of Grievant Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL THREE

A. _____ _____

Signature of Aggrieved Person | Date Received by Superintendent and Signature

B. Disposition by Superintendent or Designee_____

_____

_____

_____ _____

Signature of Superintendent or Designee | Date

LEVEL FOUR

A. _____ B. _____

Signature of Aggrieved Person | Signature of Assoc. Pres.

C. _____ _____

Date Submitted to Arbitration | Date Received by Arbitrator

D. Disposition by Arbitrator_____

_____

_____

_____

_____ _____

Signature of Arbitrator | Date of Decision

EXHIBIT "G"

Sibley-Ocheyedan Community School District
Record of Physical Examination

Iowa Department of Education Rules state that all school employees shall be required to file a written report of a medical examination with the District at the time of initial employment and every three years thereafter. This report must include a check for turberculosis.

TB Test Resulsts: _____

Physician's Statement/Comments:_____

_____

_____

_____

_____

I hereby indicate that to the best of my medical knowledge, _____
(Present or prospective employee)

is physically able to perform the duties of: _____

for the Sibley-Ocheyedan Community School District.

_____
(Physician's Signature)

Date: _____