SIDNEY CSD/EA

06-07

Teacher's Workroom
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2006-2007

MASTER CONTRACT

BETWEEN

COMMUNITY SCHOOL DISTRICT OF SIDNEY

AND

SIDNEY EDUCATION ASSOCIATION

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ARTICLE 1

PREAMBLE

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

WHEREAS, the Board and the Association have agreed to negotiate in good faith and have reached certain understandings and agreements which they desire to confirm in this written statement.

IT IS AGREED AS FOLLOWS:

ARTICLE 2

RECOGNITION

A. UNIT.

The Board hereby recognizes the Sidney Education Association as the sole and exclusive Bargaining Agent for the full time regularly employed certified personnel described in PERB Certification Instrument (Case 166), issued by PERB on the 24th day of September, 1975, to-wit: Class room teachers under contract, guidance counselor, certified librarians under contract, special education teachers, and remedial reading teachers. Excluded from the Unit are: the superintendent, assistant superintendent, superintendent in charge of curriculum, assistant to the superintendent, director of business services, principals, department chairmen, assistant principals, reading and learning disability coordinators, coordinators, superintendent of buildings and grounds, and all other administrative supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate or process grievances of other employees or having the responsibility for making recommendations thereon.

B. DEFINITIONS.

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Community School District of Sidney or its duly authorized representatives.

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

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

ARTICLE 3

NO STRIKE - NO LOCKOUT

A. During the term of this Agreement and any extension thereof:
(1) The Board shall not lockout its employees, and
(2) No employee covered by this Agreement nor the Association, nor any person acting on behalf of the Association , shall ever or at any time engage in, authorize, or instigate any

picketing, any recommendation of any picket line at the school district's premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the school district.

B. In the event of any violation or violations of any provisions of paragraph A(2) of this Article by the Association, its members representatives, or by any employee:
   (1) Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the board.
   (2) The Association shall, upon notice from the Board, immediately direct such employee, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation (s).

ARTICLE 4

MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate the specific provisions of this Agreement.

ARTICLE 5

ASSOCIATION RIGHTS

A. USE OF FACILITIES.

The Association shall have the right to hold meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Such meetings will be scheduled with the district office. The Association may use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association may use a reasonable amount of school paper for Association purposes without charge.

B. COMMUNICATIONS.

1. The Association shall have the right to use faculty mail boxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating business on behalf of the negotiating unit.
2. The Association shall be provided with bulletin board space in each school.
3. The Association shall be entitled to reasonable use of school telephones for local Association calls without charge.

C. ACCESS TO INFORMATION.

The Association shall be furnished all regularly prepared information concerning the financial condition of the school including annual financial reports and adopted budgets. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Definitions

1. Grievance: A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provision of this Agreement.
2. Grievant: A "grievant" is the employee or employees of the Association making the complaint.

Section 2. (a) Any employee, group of employees, or the Association covered by this agreement shall have the right to present grievances in accordance with these procedures.

(b) The failure of a grievant (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limited 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, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or staff. Should however, the scheduling of arbitration sessions during after school hours prove impossible due to the inability or unwillingness of the arbitrator to meet at such times, then, and only in that event, sessions may be scheduled during school hours, but every attempt shall be made to minimize interruptions with the instructional program and related work activities of affected employees.

Section 3. (a) First Step.

An attempt shall be made to resolve any grievance in informal verbal discussion between grievant and the building principal. Such discussion shall be initiated within thirty (30) calendar days of the occurrence of the event giving rise to the grievance, except where such event occurs after the last day of school of a school year and prior to August 1 of the next succeeding school year, in which event the time for initiating such discussion shall be extended to ninety (90) calendar days. The grievant and principal shall each acknowledge in writing the date such discussion took place.

(b) Second Step.

If the grievance is not resolved at the First Step, the grievant shall within ten (10) school days of the discussion with his or her principal, file the grievance in writing, and, within ten school days, discuss the matter with the principal. The written grievance shall be on a form conforming in substance to Schedule A and state the nature of the grievance, shall note the specific clause or clauses of this agreement constituting the basis of the grievance and shall state the remedy requested. The principal shall make a a decision on the grievance and communicate it in writing to the grievnat and superintendent within ten (10) school days after the conference with the grievant.

(c) Third Step.

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within five (5) school days of the principal's written 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 grievant and the 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 grievant and the principal.

(d) Fourth Step.

If the grievance is not resolved satisfactorily at Step Three, 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 Three answer to enter into 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 Conciliation Service will be requested to provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The person whose name remains 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/Her authority shall be strictly limited to decide only the issue or issues presented to him 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.

Section 4. A grievant shall have the right to be represented at all stages of the grievance procedure by anyone of his/her choice.

Section 5. All meetings and hearings under this procedure shall be closed to the public and shall include only the parties, their designated representatives, and witnesses.

Section 6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Section 7. Issues involving the termination of an employee which are or may be subject to Chapter 279, Code of Iowa, are not subject to the provisions of the Article. In a Chapter 279 termination proceeding, any alleged violation of a provision of this agreement may be presented by the employee.

ARTICLE 7

DUES DEDUCTION

A. DUES.

As used herein "dues" shall have reference only to professional dues established by the Association as a condition to membership therein and shall not include initiation fees, special assessments, back dues, fines, or other dues.

B. AUTHORIZATION.

An employee who is a member of the Association or an applicant for membership may authorize the Board to deduct from his or her regular monthly salary "dues" as determined by the Association. Authorizations must be submitted on written forms provided by the Association and conforming to attached Schedule B prior to October 1 of each school year. All authorized deductions shall commence with the month of October. It shall be the responsibility of the Association to inform its members of the dues deduction system.

C. REGULAR DEDUCTION.

Pursuant to properly submitted deduction authorization, the Board shall deduct one-tenth ($1/10^{th}$) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July.

D. DUES INCREASE.

The Association shall notify the Board in writing of any increase or decrease in membership dues not less than thirty (30) days prior to the effective date of such change.

DURATION.

Such authorization shall continue for the term of this Agreement and shall be revocable upon thirty (30) days written notice by the employee to the Board.

F. REMITTANCE OF DUES.

The Board shall within ten (10) week days following each monthly pay period remit to the Association all dues collected by it.

G. INDEMNIFICATION.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of the Agreement.

ARTICLE 8

OTHER PAYROLL DEDUCTIONS

Upon receipts of an appropriate written authorization from the employee on or before the first of any month, the Board shall deduct and make appropriate remittance of such sums as may be authorized for annuities, credit union(s), savings bonds, and board-provided insurance(s). Such authorization(s) shall continue for the term of this Agreement, but shall be revocable upon thirty (30) days written notice from the employee to the Board.

ARTICLE 9

WAGES AND SALARIES

A. SCHEDULE

The salary of each employee for the 2005-2006 school year shall be based on the salary schedule hereto attached as Schedule "C" and by reference incorporated into and made a part of this agreement.

B. PRIOR TEACHING EXPERIENCE.

1. CREDIT FOR EXPERIENCE:

Employees with four or more years of teaching and/or counseling experience outside the school district within the last seven (7) years immediately preceding his or her employment by the Community School District of Sidney shall be placed at no lower than the fourth step of the regular salary schedule in effect at that time. The Board may, in its discretion, advance any such employees beyond the fourth step.

2. RETURNING EMPLOYEES:

Any former employee with one or more years previous teaching and/or counseling experience in the district within the last four years immediately preceding his or her reemployment by the district, shall be placed on the next step of the salary schedule above that in effect at the time of the termination of his or her contract. Former employees with one or more years of previous teaching and/or counseling experience within the district and who have not been actively involved in teaching and/or counseling for more than the four years immediately preceding reemployment may, at the discretion of the Board, be placed above the first step of the schedule.

C. ADVANCEMENT ON SALARY SCHEDULE.

1. INCREMENTS:

Each employee on the regular salary schedule shall be advanced one increment or vertical step on the salary schedule for each consecutive year of service up to and including the last step applicable to his or her educational lane. Each employee who has reached the last step on his or her educational lane shall annually thereafter

receive a career increment equivalent to four percent (4%) of the BA base for his or her lane.

A year of service in the District is defined as more than one full semester in a school year.

2. EDUCATIONAL LANES:
An employee in order to be advanced to a higher educational lane must present proof of satisfactory completion of the requisite number of additional hours. Such hours of credit beyond the baccalaureate degree may be either at the undergraduate or graduate level, but undergraduate hours will not count toward advancement beyond the B.A. + 18 lane column. Only undergraduate hours of credit obtained after the effective date of this contract shall count towards advancement. Only six (6) graduate hours of credit beyond the B.A. + 18 lane shall be required for advancement to the B.A. + 24 column. All courses taken, whether graduate or undergraduate, must be within the employee's prescribed educational program as filed with the school district and reasonably related to the curriculum or counseling areas or services in which he or she is currently employed as a teacher or counselor.

An employee seeking advancement from one educational lane to another shall prior to enrollment obtain the superintendent's approval of the course offerings wherever practicable or feasible. Before any advancement shall be accepted for any particular school year, the employee shall file with the district on or before September 15th of that year transcript(s) from the institution or institutions at which the work was done certifying to the course(s) taken, the successful completion of same, and the hours of credit granted.

Should the required transcript(s) be unavailable for filing on or before September 15th, the advancement shall still be accepted provided the employee presents a photostatic copy of the written request for the transcript(s) and an affidavit attesting that the said request(s) was mailed reasonably in advance of the September 15th deadline and that the institution(s) either failed to forward the transcript(s) to the employee or forwarded them too late for filing on the specified date, and provided that the transcript(s) was in fact filed not later than October 30th of the same school year. Upon acceptance, the advancement shall be retroactive to the commencement of the school year.

The employer shall notify the employee in writing of receipt of the transcript(s), and when same has been accepted, of its acceptance.

D. PHASE I AND II MONIES.
Monies received from the State of Iowa Educational Excellence Fund and denominated "Phase I and II Funds" shall be integrated into the Schedule "C" Salary Schedule and paid in accordance with Paragraph E of this Article.

E. METHOD OF PAYMENT.
1. Each employee shall be paid in twelve (12) equal installments on the 20th day of each month.
2. EXCEPTIONS; **(Removed Phase III monies wording)**
(a) When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
(b) New employees may, at their option, elect to receive up to 50% of this gross amount of the first salary installments after the completion of the first ten days of employment. The balance of this contracted salary shall then be prorated over the remaining pay periods.
3. SUMMER CHECKS;
Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee.

F. EXTENDED CONTRACT RATE.

1. Any employee whose assignment exceeds the regular employee year, as defined in the Agreement, shall be additionally compensated for the extended work year on a per diem basis. For example, since the regular work year included 190 work days, assuming an employee whose salary for the regular year is $9,000 and whose contract calls for 210 work days, the per diem is $47.37, determined by dividing the salary by 190, and the total additional compensation is $947.40, determined by multiplying the per diem of $47.37 and the twenty additional days.

2. Summer Driver Education will be a separate contract and the rate of reimbursement will be on a per pupil basis. The rate of compensation per pupil may be negotiated individually between the employee and the District. Notification of this position being available should be posted each year in accordance with Article 17 in this Agreement.

G. EXTRA TEACHING STIPEND.

Any employee teaching on the junior and/or senior high level who has more than seven (7) periods of assigned duties per day during the entire school year shall receive as additional annual compensation for each additional period of assigned duties a sum equivalent to 12.5% of his or her annual base salary for that school year. An employee teaching (8) or more periods of assigned duties for one semester only shall receive as additional annual compensation for each additional period of assigned duties over and above the normal load of seven (7) a sum equivalent to 6.25% of his or her annual base salary for that school year.

Any employee who is asked to teach any class before or after the regular school day (for example, a 0 hour or 9th hour class) shall have the right to refuse the request.

G1. ICN AND/OR DISTANCE LEARNING CLASSES

Any employee teaching an ICN or other distance learning class will receive additional compensation in the amount of $400 per class taught per semester. (For the 2006-2007 contract year only—to be reviewed for the 2007-2008 contract year.)

Compensatory time may be given to an employee who teachers an ICN or other distance learning class in the form of an additional (2nd) scheduled preparation period or a later start time or an earlier end time depending on the circumstances. The administration will make a good faith effort to provide adequate compensatory time.

It is agreed that an employee will not teach more than two ICN or other distance learning classes per semester.

Supervising Saturday School is a voluntary commitment. Teachers volunteering to supervise Saturday School will be compensated per diem at the current per diem rate for substitute teachers.

H. TEACHER QUALITY & HF816 MONIES

Monies received from the State of Iowa for the Student Achievement &Teacher Quality Program and HF 816 will be distributed to the employees in accordance with the Letter of Understanding between the Sidney Community School District and the Sidney Education Association which has been signed and adopted as part of the Master Contract (see Exhibit D, page 46)

I. UNUSED SICK LEAVE

Individuals who sever employment with the district after a minimum of 10 years shall receive compensation of $10 per day up to the maximum of accumulated number of days as specified in Article 12 Section 2. To access the compensation, employees must submit their resignation letter to the district by March 1 of the contract year.

ARTICLE 10

SUPPLEMENTAL PAY - EXPENSES

A. EXTRACURRICULAR ACTIVITIES

1. APPROVED ACTIVITIES:
The Board and the Association agree that the extracurricular activities listed in Schedule D are official school sponsored activities. The list will include PP; Junior High Assistant Track Coach for girls and boys at the same rate of pay as for all other Junior High Assistant Coaching positions.

2. RATES OF PAY:
Employees whose contract of assignments call for the performance of the extracurricular activities, defined in Schedule "D", shall be compensated in accordance with the rates of pay therein specified for such duties, subject, however, to the following;

(a) An employee serving as head or assistant coach of any of the high school sports of football, basketball, track, wrestling, baseball, softball or volleyball shall receive as additional compensation for each year of coaching in the Sidney system after the first year an additional .5% of the B.A. base, up to a maximum additional compensation percentage of 2% for the fifth and all subsequent years. The same will also apply in in the following areas:
All School Plays, Junior Class Sponsor, Yearbook, Directing one High School Musical, Instrument Director, Choral Director, Media Specialist.

(b) An employee serving as head or assistant coach of any of the junior high sports of football, basketball, track, wrestling and volleyball shall receive as additional compensation for each year of coaching in the Sidney School system after the first year an additional .25% of the B.A. base up to a maximum additional compensation percentage of 1% for the fifth and all subsequent years.

(c) Prior experience of existing coaches within the Sidney School shall be counted in determining entitlement to additional compensation under preceding subparagraphs (a) and (b) of this Paragraph A(2).

(d) An employee hired from outside the District to fill a vacancy in any of the positions enumerated in subparagraphs (a) and (b) of this paragraph A(2) may be credited for each year of outside coaching experience in the sport for which he or she is employed to coach and compensated in accordance with Schedule "D" and the provision of this paragraph.

B. TRAVEL EXPENSES.
Employees shall be reimbursed for the authorized use of their automobiles in the performance of their school duties, between schools within the district, and on field trips and other school business at the rate of .33 per actual mile traveled when no school vehicle is available.

ARTICLE 11

INSURANCE

A. HEALTH AND MAJOR MEDICAL INSURANCE

1. GROUP PLAN.
The Board shall provide a group health and major medical insurance program, including DXL coverage, for all employees electing coverage thereunder. The Board provided insurance programs shall be for twelve (12) consecutive months (beginning September 1 and ending August 31).

Part-time certified employees may elect coverage under the group plan provided they work the minimum number of hours required for coverage by the Board's insurance carrier. As to any such part-time employee electing coverage, the Board shall pay a portion of the premium it would be obligated to pay under the provisions of succeeding subparagraph 2 of this paragraph A if the employee was full time, based on a fraction, the numerator of which is the employee's contracted base salary for the contract year and the denominator of which is the full base salary the employee would have received for the contract year if full time.
NOTE: Base salary shall have reference to the salary specified in the contract of employment as determined by reference to the salary schedule for the contract year and the employee's placement on the salary schedule for that year. It shall not include separately contracted items of compensation for extracurricular and/or coaching assignments.

2. PREMIUM COST:
The Board shall pay the single employee's monthly premium cost of the PPO 500 plan. The Board shall pay up to a maximum of $849.28 for the family PPO 1000 plan. The employee may choose a lower deductible plan and pay the premium difference.

3. ELECTION.
An employee desiring coverage must enroll in the plan at such time and in such manner as may be prescribed by the insurance carrier. He or she must, upon acceptance of his or her enrollment, give written notification to the school secretary of that fact and specifying whether or not dependents are to be covered.

B. TERM LIFE INSURANCE.
1. PLAN AND COVERAGE.
The board shall make available to employees electing coverage thereunder a group term life insurance program providing $10,000.00 of death benefits payable on the death of a covered employee with premiums to be paid by the board.

2. ELECTION.
An employee desiring coverage must enroll in the plan at such times and in such manner as may be prescribed the insurance carrier. He or she must upon acceptance of his or her enrollment, give written notification to the school secretary of the fact.

C. GROUP DISABILITY INSURANCE.
1. PLAN AND COVERAGE.
The Board shall provide a group disability insurance program for all employees electing coverage thereunder and shall pay the total premium cost of such coverage.

2. ELECTION.
An employee desiring coverage must enroll in the plan at such times and in such manner as may be prescribed by the insurance carrier. He or she must upon acceptance of his or her enrollment give written notification to the school secretary of that fact.

D. REQUIRED MEDICAL EXAMINATION.
The Board shall pay the cost of medical examination of employees required by the State Department of Public Instruction up to a maximum of $51.00 per examination.

ARTICLE 12

LEAVES OF ABSENCE

A. SICK LEAVE.
1. DEFINITIONS:
(a) Sick leave. Sick leave shall have reference to the medically indicated period during

which an employee is either (a) precluded by reason of illness, injury, disability or non-elective surgery, and/or medical treatment from performing his or her school duties, for maternity leave (as defined in Article 12A, #5), for paternity leave (as defined in Article 12G), or for doctor or dental appointments, or (b) the period during which a member of the employee's immediate family as hereinafter defined needs care or necessary attention due to illness, injury, disability, or non-elective surgery and for which period or periods the employee is entitled to be paid.

(b) Sick Leave Benefits. Sick leave benefits shall have reference to the compensation an employee is entitled to receive for authorized paid leave taken for the purposes set forth in preceding subparagraph a, and the benefits shall be based on the number of sick leave days credited to and accumulated pursuant to subparagraph A(2) of this Article.

(c) Elective and Non-elective Surgery and Medical Treatment.

i) Elective surgery is defined as any surgery not medically necessary to be performed during the school year.

ii) Non-elective surgery is any surgery which from a medical standpoint must be performed during the school year.

iii) Elective medical treatment is defined as any medical treatment not medically necessary to be performed during the school year.

iv) Non-elective medical treatment is any medical treatment which from a medical standpoint must be performed during the school year.

(d) Immediate Family. An employee's immediate family shall include spouse, children, parents, parents-in-law, brothers and sisters.

(e) Disability. Disability shall include pregnancy with respect to which the special provisions of paragraph A(5) of this Article shall apply after the fifth month thereof.

(f) Temporary Leave. Temporary leave shall, except as to pregnancy beyond the fifth month, have reference to the period of authorized absence without compensations of any employee from school duties beyond the employee's allowable sick leave for a school year necessitated by illness, injury, non-elective surgery, or disability precluding his or her return to work.

(g) Maternity Leave. Maternity leave shall have reference to the medically indicated period of authorized absence from school duties of an employee in the sixth or later months of pregnancy.

2. ENTITLEMENT - ACCUMULATION:

The number of sick leave days to be credited each employee at the commencement of each year shall be predicated on the number of consecutive years of service of that employee to the school district and determined as follows:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and all subsequent years of employment	15 days

Unused sick leave days may be accumulated from year to year to a maximum of one hundred twenty-five (125) days inclusive of the current annual allotment and unused sick leave days from prior years.

3. PERIOD OF SICK LEAVE AND BENEFITS:
Sick leave benefits shall be payable only for the period an employee is precluded by reason of illness, injury, disability or non-elective surgery and/or medical treatment from performing his or her school duties, for maternity leave (as defined in Article 12A, #5), for paternity leave (as defined in Article 12G), or for doctor or dental appointments; or for the care or necessary attention due to illness, injury, disability, or non-elective surgery of an immediate family member not exceeding his or her sick leave for the school year in which the leave is required. The Board may require any employee claiming sick leave benefits to present a medical certification of the condition of the employee or immediate family member. Should the Board not accept the medical certification, it may require the employee or the member of his or her immediate family, as the case may be, to submit to an independent medical examination as a prerequisite to further payment of benefits. Should a conflict of medical opinion exist with respect to the condition of the employee or immediate family member and the necessity for sick leave, the doubt shall be resolved by a third medical examination by a physician appointed by the Board and employee, or if they cannot agree, by the two physicians, whose opinion shall be controlling as of that time. As to any leave extending beyond two weeks, the Board may require medical certification from the employee's physician as to his or her ability or fitness to return to work before being required to permit the employee to return to work.

4. TEMPORARY LEAVE:
Any employee, who, as a result of a particular medical condition, disability (other than pregnancy after the fifth month), illness, or non-elective surgery remains unable to work after exhausting his or her allowable sick leave for the school year, shall, upon written application to the Board accompanied by a certification of his physician as to the fact, cause, and probable during of his or her disability, be entitled to a temporary leave of absence for the duration of such disability which shall in no event exceed six calendar months. The employee shall return to work only upon certification of his or her physician that he or she is able to resume school duties and subject to the provisions of paragraph A(6) of this Article.

The Board may at any time require an employee on temporary leave to submit to an independent medical examination for the purpose of ascertaining whether or not he or she is physically and mentally able to resume or continue school duties, and, in the event of a conflict of opinion between the employee's physician and the Board's physician, a third examination shall be made by a physician selected jointly by the Board and the employee, or if they are unable to agree, by the two physicians, whose opinion shall be controlling as of that time.

5. PREGNANCY - MATERNITY LEAVE:
An employee after the fifth month of pregnancy shall, upon application to the Board accompanied by certification of her physician that she should not be working, be entitled to a maternity leave of absence for the duration of her pregnancy and the normal post natal recovery period and to sick leave benefits here-in-above provided for the period medically indicated to the extent of such employee's accumulated benefits. With respect to maternity leaves:
   a) The employee shall notify the superintendent of her condition before the fifth month of pregnancy, the expected date of child birth, and whether or not and the approximate time when she wishes to commence leave.
   b) Unless her health and work efficiency are affected or she is physically incapable of performing her duties of employment, the employee may continue working until there is medical evidence that same is not to the best interests of the employee and/or school.
   c) The employee shall provide statements from her physician that she is capable of continuing performance during pregnancy and to what date, and the employee shall report changes of her condition as they affect her performance.
   d) Should the Board not accept the statements of the employee or of her physicians

as to her condition and capability with respect to continued performance of her duties, it shall have the right to secure an independent medical examination of the employee at any time for the purpose of ascertaining whether or not she is physically and emotionally capable of working. Differences of opinion on these matters between the employee's physician and the Board's physician shall be resolved by a medical examination by a third physician, selected by the employee and Board, or in the event they cannot agree, by the two physicians, whose opinion shall be controlling as of that time.

e) Sick leave benefits shall be payable to the employee only for the period medically indicated by certification of her physician. The test shall be whether or not continued work will be detrimental to the health of the employee and/or unborn child.

f) The employee shall return to work only upon certification of her physician that she is able to resume work but in no event later than six (6) calendar weeks following child birth, subject, however, to the provisions of Paragraph A(6) of the Article.

6. RETURN TO WORK:
Notwithstanding the desire of an employee on sick, maternity or temporary leave to return to work and medical certification as to his or her physical ability or fitness to resume normal duties, the superintendent may schedule such returns so as to insure continuity of the educational process with minimal disruption to students and class room instruction. In implementing this provision the superintendent may defer or delay the employee's return to work, giving due consideration, however, to the employee's capabilities and desires. In no event shall the superintendent delay the employee's return to work beyond five (5) weeks from the date of medical certification. Notwithstanding any delay of an employee's return to work under the provisions of this section, that employee shall be entitled to be compensated as of the date certified by his or her physician as the date on which the employee may return to work.

7. EXPENSES OF MEDICAL EXAMINATIONS:
Expenses of medical examinations of an employee or an immediate member of his family by physicians appointed by the Board and by physicians appointed by the Board and employee or their respective physicians, shall be paid by the Board.

8. INSURANCE COVERAGE:
All applicable Board provided insurance shall continue in effect as to employees on temporary or maternity leave for the duration of the authorized leaves of absence.

B. FAMILY AND MEDICAL LEAVE

The parties agree as follows:

1) That the Board has established a policy granted unpaid family and medical leave to eligible employees including those included in the bargaining unit covered by this collective bargaining agreement for up to twelve weeks for each fiscal year commencing with the current contract year ending June 30, 1994 and including the contract year commencing July 1, 2005 and ending June 30, 2006.

2) That pursuant to negotiations between the parties, the Board has adopted regulations implementing said policy both as to employees included within the bargaining unit represented by the Sidney Education Association and all other employees of the Community School district and both parties acknowledge that they have negotiated with respect to the policy and regulations and that the policy and regulations adopted by the Board have been agreed to by both parties.

3) That the policy and administrative regulations as adopted by the Board are hereby incorporated into and made a part of this agreement by reference.

4) Employees will exhaust paid personal days and paid sick leave days to the extent accumulated before Family and Medical Leave will apply. For sick leave days to be paid, they must meet the requirement for "Substitution of Paid Leave" as outlined in the Family and Medical Leave Policy adopted by the board and included in the Master Contract (page 32).

C. PERSONAL LEAVE

At the beginning of every school year each employee shall be credited with three days which may be for personal business.

Requests for leaves shall be in writing, signed by the employee and submitted to the principal not less than three days in advance of commencement of leave, excepting cases of emergencies or unusual circumstances, including deaths and funerals, rendering such advance notice impossible or impracticable; in such cases of emergency or unusual need, requests for leave shall be submitted at least one (1) day in advance of commencement of leave. The request shall specify the day (s) which the employee expects to be absent from school. Each employee must set forth any circumstances or emergencies rendering impossible or impracticable compliance with the 3-day advance notice requirement.

Except in cases of emergency or unusual need, no more than three (3) employees may be absent on personal leave on any school day. Requests for leaves based on emergencies or unusual circumstances shall be accorded priority over other requests. Subject to this direction determination as to who may or may not be granted personal leaves on a particular school day shall be based on the order in which the requests for leave are recorded.

No leaves shall, except in cases of emergencies or unusual need, be granted for use on days immediately preceding or following school holidays or vacation periods, during teacher institute days and/or during the first and last 5 days of school, nor shall such leaves be used during employee strikes or work stoppages.

Personal leaves shall be non-accumulative.

D. BEREAVEMENT LEAVE

Each employee shall be entitled to ten (10) days of bereavement leave each school year, which shall be non-accumulative and is in addition to all other leaves.

No more than five (5) days may be taken for any one occurrence in the death of a family member, except in the case of the death of a spouse or a child, in which event all of the employee's remaining bereavement days for the school year may be taken. A family member is defined as one related by kinship, blood relationship, adoption, marriage, foster parent or foster child.

One day may be taken to attend the funeral of a non-family member, but such day is deducted from the total of ten days.

Additional days taken for bereavement purposes may be given at the discretion of the Superintendent of designee. Such additional days will be deducted from unused sick leave or personal days.

E. JURY AND LEGAL.

No employee shall suffer loss of compensation for school time spent on jury duty or while subpoenaed as a witness in a judicial or administrative proceeding except in an adversary one between the Board and the Association, in which event he or she shall not be compensated unless called by the Board; fees received therefore shall be remitted to the Community School District of Sidney.

F. ADOPTION.

Each employee shall be entitled to five (5) days of leave each school year without loss of compensation which shall be used for the purpose of initiating, processing and/or completing adoption of a child or children into his or her family. Reasonable advance notification shall be given by the employee to the superintendent of his or her intention to take such leave and the day or days he or she expects to be absent from school Such leave shall be in addition to all other leaves herein granted but non-accumulative.

G. PATERNITY.

Each male employee shall be entitled to up to five (5) days of paternity leave each school year. These days should be within five (5) days of the birth of the child. Such days will be deducted from the employee's sick leave days.

H. PROFESSIONAL.

Each employee shall be credited with three (3) days each school year which may, with the advance approval of the superintendent be utilized for:

a) Visitation of other schools and class rooms to view instructional techniques and programs.

b) Attendance of conferences, workshops, seminars, and other instructional programs related to the employee's areas of professional skills and/or competency.

The superintendent may grant additional paid professional leave days to employees for the above purposes. The granting or denial of such additional leave to an employee will not be grievable. Leave days taken for such purposes shall be without loss or compensation and in addition to all other leaves. Professional leave shall be non-accumulative.

I. ASSOCIATION LEAVE.

A total of four (4) days each school year shall be available for two delegates selected by the Association to attend the I.S.E.A. Delegate Assembly provided that no more than two (2) days shall be taken by any one employee for such purposes. Such leave days shall be without loss of compensation.

J. EXTENDED LEAVE.

1. Extended leaves of absence without pay for up to one year may be granted employees at the discretion of the Board for such purposes as it may deem appropriate.
2. Upon return from such leaves, a returning employee shall be placed on the same step of the salary schedule at which he or she would have been positioned for the school year in which the leave was taken. However, any employee who fails to use his or her leave for the purpose for which granted shall forfeit the right to be placed back on the salary schedule as an employee of the District.
3. Requests for extended leave shall be made in writing to the Board and shall specify the purpose or purposes for which the leave is requested.

K. LENIENCE.

No relaxation by the Board of an enforceable provision of this Article shall constitute a waiver of any other provision hereof, nor shall any instance of lenience extended stop the Board from enforcement in future like or similar circumstances.

ARTICLE 13

EMPLOYEE WORK YEAR

A. SCHOOL YEAR.

1. Regular Contract: The school year constituting the basis for all regular employee contracts shall not exceed 190 days, exclusive of holidays and vacations, and shall include:
   a) One Hundred eighty teaching days.
   b) Seven in-service days FY03, eight in FY04, ten in FY05.
   Each year the Association shall be allowed, prior to February 1, the opportunity to provide the Superintendent a list of proposed topics for in-service days for the ensuing school year. The Board shall consider the Association list of proposed in-service topics during the development of the school calendar.
   c) Should the employer wish to add other days to the normal contract year, or should additional days be required in order to comply with any mandated additional days to the normal contract year, such days

will be paid to each employee in accordance with the amount funded by the state. If the days are not funded by the state, such days will not be added to the contract.

2. Extended Contract The in-service work year of all employees contracted on a ten (10) month basis shall not exceed 210 days. The extended school year for such employees shall include the days specified in preceding paragraphs 1 (a), 1 (b), 1 (c), and 1 (d) of this paragraph as well as the extra duty days called for by the individual contracts of such employees.

B. HOLIDAYS.
Employees shall not be required to report or perform any duties on the following holidays: Labor Day, Thanksgiving Day and the Friday following, Christmas Day and New Year's Day and the week between these two holidays, Good Friday and the Monday after Easter and Memorial Day.

ARTICLE 14

EMPLOYEE HOURS

A. NORMAL SCHOOL WORK DAY.
All employees shall report for duty at the building to which they have been assigned not later than 8.05 A.M. for elementary and 7:45 A.M. for secondary teachers. They may depart from school premises after departure of the last school bus but not prior to 4:00 P.M., for elementary teachers, and 3.40 P.M. for secondary teachers. The exception to this rule is on Fridays and days preceding holidays and vacations when they shall be free to leave after departure of the last school bus. Employees shall be excused from attendance on days when student attendance is not required due to inclement weather. Employees shall not be required to report more that one-half hour before or remain after their students have left on occasions of amended student attendance hours due to inclement weather. Employees may, on an individual basis, be granted permission by the appropriate school administrator to arrive late and/or depart earlier than the times herein specified for arrival and/or departure, but the denial thereof shall not constitute the basis for the filing of a grievance hereunder.

All employees shall have a twenty minute duty free lunch period.

All employees shall have 45 cumulative minutes planning time per day.

B. EXTRACURRICULAR - ATHLETIC.
Nothing herein contained shall be construed as limiting, precluding, or exempting employees from performance of duties after the end of the normal work day or on days other than school days which may be called for by their respective contracts of employment of athletic or extracurricular assignments or which may be incident thereto, nor shall there vest in any such employee any rights to additional compensation for such services beyond that to which they may be entitled under the Supplemental Pay and Miscellaneous Articles of this Agreement.

C. MEETINGS.
1. FACULTY AND OTHER:
Employees may be required to remain after the end of the normal school work day for the purpose of attending faculty or other professional meetings. Such meetings shall commence as soon as practicable after departure of the last school bus and meetings shall run no longer than forty-five minutes. When additional time is needed, students may be dismissed early. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which employee attendance is not required at school.
2. NOTICE AND AGENDA:
Whenever feasible, employees shall be notified of the proposed agenda for such meetings reasonable in advance thereof.

D. PARENT-TEACHER CONFERENCES.

One day each semester shall be scheduled for parent-teacher conferences. Conferences will be held on Thursdays between the hours of 8:00 a.m. and 8:00 p.m. The schedule shall be 8:00 a.m. to 11:00 a.m.; 12:00 noon to 3:00 p.m. and 4:00 p.m. to 8:00 p.m. Teachers will not report on the Friday of parent-teacher conferences. (This shall be for a second year trial for 2006-2007).

ARTICLE 15

STAFF REDUCTION

A. NECESSITY.

Decisions with respect to staff reduction and areas of the educational program in which reduction will be effected shall be made by the Board by April 30 of each year. Its decision of these matters shall be final. Whenever the Board of Directors, with no restrictions under this agreement, determines that reduction in staff is necessary, those persons to be removed from employment to accomplish this purpose shall be notified within fourteen (14) days of their having been identified for removal, but no later than April 30.

B. CONSIDERATION.

When the Board determines that it is necessary to reduce staff, the administration shall attempt to accomplish same through normal retirements, voluntary resignations, and natural occurrences. If reduction cannot be accomplished through these alone, the administration shall base its decisions and recommendations with respect to contract terminations on the needs of the District and after consideration of the criteria hereinafter set forth.

C. SENIORITY.

As used herein "seniority" shall have reference to the length of continuous full-time service of all employees covered by this Agreement. Seniority as to each employee shall begin to accrue as of the date of signing of each employee's initial contract with the district and shall terminate when such employee resigns, is terminated, retires, or fails to return from an approved leave of absence at the expiration thereof without extenuating circumstances. Determination as to which of two or more employees with the same number of years of continuous full-time employment with the district is the most senior shall be based on dates of signatures of the initial contract of employment. The most senior of two or more employees with the same hiring date shall be determined by lots.

D. CRITERIA.

When reduction cannot be accomplished solely through normal retirements, voluntary resignations, or other natural occurrences, the following criteria shall be considered on an equal basis in determining the employees to be terminated:

1) Seniority of employees in the Community School District of Sidney.
2) Years of experience at other school districts.
3) Certificate endorsements and educational preparation.
4) Relative skill, ability, and competency as determined through the evaluation procedure.
5) Recent training in area of assignment.
6) Qualification for extra-curricular and/or co-curricular programs determined by certification, training, experience and ability.

E. APPLICATION OF SENIORITY PRINCIPLE.

When application of the foregoing criteria to two or more employees being considered for termination as a part of a reduction in staff results in a finding by the employer that such employees are relatively equal in ability and qualifications, then the employee(s) with the least seniority shall be the first to be terminated.

F. RECALL.

1. If a position as to which there was a reduction in staff reopens, laid off employees who

are certified to perform the position will be recalled in the order of the person with the most seniority being recalled first.

2. Notice of recall will be given by telegram or registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within ten (10) days after mailing of the above notice of recall, the employee will be deemed to have refused the position offered.
3. An employee who is laid off will remain on the recall list for one year after the effective date of layoff unless the employee waives recall rights in writing.
4. All benefits to which an employee was entitled at the time of his layoff, including insurance and unused accumulated sick leave, will be restored to the employee upon his or her return to active employment and the employees will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education. An employee will receive increment credit for the time spent on layoff.

ARTICLE 16

TEACHER EVALUATION PROCEDURE

A. Evaluation In-Service.

1. The district shall provide all employees with an annual in-service on the Iowa Teaching Standards, criterion, and any district-adopted descriptors prior to the district's implementation of the Individual Career Development Plans and/or Performance Reviews.

B. Orientation Procedures

1. For those individuals developing Individual Career Development plans, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.
2. For those individuals completing Performance Reviews, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

Tier I Teachers

A. Formal Observations: Year One and Year Two

1a. Three formal observations will be conducted for each teacher in year one and two. Two formal observations must be conducted prior to February 1. The third observation must be held prior to the required summative evaluation conference to be completed by March 30. Each of these observations will have a pre-observation and post-observation conference. Additional formal observations may be conducted at the discretion of the administrator. The teacher must complete and be ready to discuss the required pre-observation and post-observation forms with the administrator at these conferences.

1b. The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher shall be provided a copy of the observation comments.

2. One of the formal observations will be of an extended duration. At the elementary level this is defined as an observation of at least two to three consecutive hours. At the secondary level it should involve observing the same class two or three consecutive days.
3. Informal observations may also be used at the discretion of the administrator. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations or walkthroughs, professional behaviors in a variety of settings, and involvement in extra-curricular activities or functions.
4. A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and two. The portfolio should reflect the teacher's implementation of the skills being learned as part of the District's Mentoring and Induction Program and Career Development Plan.
5. A final summative conference will be held with the first-year teacher on or before March 30. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based upon the required and informal evaluation activities conducted during the year. A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation

for continued participation in the district's mentoring and induction program. This continuing participation should not exceed one year.

6. The administrator and beginning teacher recommended for licensure will meet prior to October 1 of the following school year to cooperatively design an individual professional development plan.
7. The teacher shall have the right to submit a written response regarding any evaluation for inclusion in his or her personnel file.

Tier II Teachers

A. Individual career development plans
   1. Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan.
   2. The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and evaluator will have a copy of the plan.
   3. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.
   4. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

B. Performance Review
   1. Each career teacher shall have a performance review once every three years. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.
   2. The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.
   3. Classroom Observations
      a) During the school year of the teacher's performance reviews, the teacher shall be formal observed.
      b) The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.
      c) The teacher and the evaluator shall each receive a copy of the Teaching Standards Review. As part of the post-conference, the evaluator shall document criteria that has been observed (1) during the observation, (2) in written materials developed by the teacher, and (3) in the observation conference. Both the teacher and the evaluator shall sign the form and each shall receive a copy.
      d) By March 15, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held on or before March 30. If only a conference is needed, then it shall be held on or before March 30.
      e) By March 15, the teacher will present their portfolio to the evaluator for review. The evaluator will review the documents in the teacher's portfolio and provide feedback during the career performance review.
   4. Career Performance Review
      a) By April 15, the evaluator shall complete the Career Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Career Performance Review at least one day prior to the meeting.
      b) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teachers' performance. Both the evaluator and the teacher shall sign and date the review.
      c) If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

d) A new career development plan shall be created that focuses only on the Iowa Teaching Standards not met. A performance review shall be held at the mutually agreed upon time within the next twelve months. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

e) If a Tier II teachers' Career Performance Review indicates that he/she has not met the expectations of the Iowa Teaching Standards, the teacher may challenge the substance or procedures of that Career Performance Review as being arbitrary or capricious through the grievance procedure outlined in Article 6. A probationary teacher (Tier I) may not grieve his/her evaluations during the probationary period. (Iowa Code 279.19)

B. EVALUATION OF COACHES.

Section 1. Coaches to whom extracurricular contracts have been issued pursuant to Section 270.19A of the Iowa Code shall be formally evaluated at least twice during their respective sports seasons.

Section 2. Within six (6) weeks after the beginning of each school year, coaches shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.

Section 3. Results of such formal evaluations shall be in writing and copies thereof shall be given to the respective coaches after such evaluations.

Section 4. Prior to the submission of any written evaluation report to the superintendent based on observations of a coach, the evaluator shall furnish that coach with a copy thereof and have a conference with him or her concerning the contents of the report. Both the evaluator and coach shall sign the evaluation report. The coach's signature shall constitute an acknowledgement by the coach of receipt of a copy thereof, that the contents have been discussed and that he or she is aware of the contents. Refusal of a coach to sign a report shall not include its submission to the superintendent, its inclusion in the personnel file of the coach, or its subsequent use by the administration in the determination of the quality of a coach's performance.

Section 5. The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his or her personnel file.

Section 6. If a non-probationary coach receives an unsatisfactory formal coaching evaluation, that employee may challenge the substance of that evaluation as being arbitrary or capricious through the grievance procedure outlined in Article 6. Only evaluations with an overall rating of unsatisfactory may be grieved as to their substance. A probationary coach may not grieve his or her evaluations during the probationary period.

Section 7. Nothing in this paragraph shall be construed as precluding evaluation of coaching performance by any other means whatsoever as deemed appropriate by the administration of the school district.

C. PERSONNEL FILE.

Section 1. Each employee shall have the right at any time to review the contents of his or her personnel file. Prior to such review, the superintendent may remove confidential material from the file. A representative of the Association, at the employee's request, may be present at the review. Confidential material removed shall include only college credentials and letters incidental to initial employment.

Section 2. The employee shall have the right to respond to all remaining materials contained in said file. Such employee's response shall become part of said file.

Section 3. The employee shall have the right to have reproduced the remaining contents of his or her file.

ARTICLE 17

TRANSFERS

A. DEFINITION.

A transfer for the purposes of this Article shall be the movement of an employee to a vacant position in the bargaining unit whether at the request of the employee or at the direction of the administration.

B. NOTIFICATION.

When school is in session, a notice of an opening creating an opportunity for transfer shall be posted

on the teachers' bulletin boards in both high school and elementary school buildings at least five (5) school days before the final date when the applications must be submitted. Notice of vacancy shall be posted in the district prior to any outside advertising.

Employees wishing to be kept informed during the summer months of specific vacancies within the District for which they are qualified shall keep on file in the Superintendent's Office a written request to be notified of these vacancies. The request must include a summer address. The administration will notify those employees about specific vacancies for which they have requested information by mail from the time school is out of session until July 15. The employee must submit in writing a request for that vacancy within ten (10) calendar days from the date of mailing.

C. APPLICATIONS.
An employee possessing the necessary certifications and qualifications may apply for consideration of any posted vacancy. Such applications must be in writing and received in the Superintendent's Office by the date on the posted notice or with ten (10) calendar days of the mailing of notice if the vacancy occurs when school is not in session as provided in preceding Paragraph B of this Article. An application must be made each time an opportunity is posted. An application shall not carry over from on opportunity to transfer to another.

D. CONSIDERATION AND DETERMINATION.
All applications for transfer shall be considered along with any applications from non-employees. In filling a position for which a transfer opportunity exists, the Superintendent or his or her designee may assign or transfer an employee to the position even though such employee has not made application for or otherwise sought transfer to the position and notwithstanding the existence or nonexistence of applications therefore from other employees or non-employees.

The filling of vacancies for which opportunities for transfer exist shall include the following as a guide for administration: educational training in the desired area of teaching, certificate endorsement and educational preparation, years employed by the Community School District of Sidney and years of experience in the area of certification. The filling of vacancies for which opportunities for transfer exist shall be based upon the needs of the District as determined by the Administration in its sole discretion.

E. DENIALS.
Employees denied requested transfer shall be notified of such denials.

ARTICLE 18

MISCELLANEOUS

A. GRADES. No grade or evaluation shall be changed without the knowledge of the employee originally making said grade or evaluation.

B. NOTIFICATION OF EMPLOYEE ASSIGNMENT.
Insofar as practicable, continuing employee shall be notified of teaching and/or counseling assignments for the following school year on or before August 1. The Board, however, reserves the right to make subsequent changes in such assignments after that date as it may deem necessary, provided affected employees are notified.

C. ATHLETIC EVENT ASSIGNMENTS.
1. FALL, WINTER AND SPRING SPORTS ACTIVITIES.
At the beginning of each year, a list will be posted for those wishing to volunteer to work at scheduled sports activities and teachers may sign up for as many work assignments as they wish with the dates to be specified later. Duties as to which there are no volunteers shall be assigned from a list comprised of all employees, Grades K-12, excluding head coaches, and those approved by the principal in advance to assist in record keeping during each season sport.

Ticket takers, pass gate watchers, and other helpers for invitational, conference, or sectional tournaments will be assigned from the same list, starting from the places where the above rotation ended.

Pep bus sponsors will be assigned by the high school principal in the same manner from an alphabetical list of all employees teaching grades 7-12, excluding head coaches and assistant coaches.

Employees may exchange duty assignments with the approval of the high school principal. Those volunteering for one or more such activity duties shall be excluded from one duty rotation for each volunteered activity.

2. COMPENSATION.
Ticket takers and pep bus sponsors will be paid $18.00 for each varsity, junior varsity or junior high activity (event) assigned and worked. "If a junior high event precedes two varsity or a junior varsity/varsity games, it shall be considered an event by itself."

ARTICLE 19

COMPLIANCE AND DURATION

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

B. PRINTING AGREEMENT.
Copies of the negotiated Agreement shall be reproduced by mimeograph process and the expense of same shall be borne equally by the Board and the Association.

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

1. If by Association to Board at: Community School District of Sidney, Sidney, Iowa 51652.
2. If by Board to Association at: Sidney Education Association, Community School District of Sidney, Sidney, Iowa 51652

D. FINALITY AND EFFECT OF AGREEMENT.

1. This Agreement supersedes and cancels all previous agreements between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire Agreement between the parties, and concluded collective bargaining for its term.
2. Past practices shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.
3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to subject or matter and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the School District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

E. DURATION PERIOD.

This agreement shall become effective July 1, 2006 and terminate June 30, 2007.

SIGNATURE CLAUSE

IN WITNESS WHEREOF, The parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiator, and their signatures placed thereon, all on the 17 day of April 2006.

SIDNEY EDUCATION ASSOCIATION	COMMUNITY SCHOOL DISTRICT OF SIDNEY
By: Ted Witthoft President	By: Rusty Monroe Board President
ATTEST: Susan L Clayton Chief Negotiator	ATTEST: Jeffrey Morgan Chief Negotiator

SCHEDULE A

GRIEVANCE REPORT

#_____

_____

SIDNEY SCHOOL DISTRICT
_____Building

DISTRIBUTION OF FORM

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

_____
Name of Grievant

LEVEL I

Date of Informal Conference with Principal_____

_____ _____
Signature of Grievant Signature of Principal

LEVEL II

A. Date Violation Occurred_____

B. Section (s) of Contract or Policy Violated_____

C. Statement of Grievance*_____

_____

_____

D. Relief Sought*_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

LEVEL III

A. _____ _____
Signature of Grievant Date Received by Superintendent

B. Disposition by Superintendent or Designee_____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

LEVEL IV

A. _____ _____
Signature of Grievant Signature of Association President

B. _____ _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____

_____ _____
Signature of Arbitrator Date of Decision

*If additional space is needed, attach additional sheets.

SCHEDULE B

DUES CHECK-OFF AUTHORIZATION FORM

I hereby authorize and direct the Community School District of Sidney to deduct annually from the wages earned by me or to be earned by me the prevailing dues as certified by the financial officer of the Sidney Education Association (hereinafter called the SEA) in ten (10) equal installments in payment of professional dues to the SEA. Said payroll deductions shall begin October 1 each year and shall be remitted monthly to the SEA. This authorization is good unless cancelled in writing by giving thirty days' written notice to the Board and is good for any changes in dues that may be authorized and certified by the SEA.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Board and all of its officers, representatives, or agents from any liability thereof.

NAME (please print)_____

ADDRESS:_____

SCHOOL:_____

SIGNATURE:_____ DATE:_____

SOCIAL SECURITY NUMBER:_____

SCHEDULE "C"

SALARY SCHEDULE

CONTRACT YEAR 2006-2007

STEP	B.A	BA +9	BA + 18	BA + 24	MA
1	23,600	24,400	25,200	26,000	26,800
2	24,125	24,925	25,725	26,525	27,325
3	24,650	25,450	26,250	27,050	27,850
4	25,175	25,975	26,775	27,575	28,375
5	25,700	26,500	27,300	28,100	28,900
6	26,225	27,025	27,825	28,625	29,425
7	26,750	27,550	28,350	29,150	29,950
8	27,275	28,075	28,875	29,675	30,475
9	27,800	28,600	29,400	30,200	31,000
10	28,325	29,125	29,925	30,725	31,525
11	28,850	29,650	30,450	31,250	32,050
12	29,375	30,175	30,975	31,775	32,575
13	29,900	30,700	31,500	32,300	33,100
14	30,425	31,225	32,025	32,825	33,625
15		31,750	32,550	33,350	34,150
16		32,275	33,075	33,875	34,675
17			33,600	34,400	35,200
18				34,925	35,725
19					36,250

CAREER INCREMENTS

944	976	1260	1560	1608
4% of Base Per Lane	4% of Base Per Lane	5% of Base Per Lane	6% of Base Per Lane	6% of Base Per Lane

SCHEDULE D
SUPPLEMENTARY SALARY SCHEDULE
2006-2007

BASE $23,600.00

A.	Athletic Director	16.5%					$ 3894.00
B.	Head Coach H.S. Basketball (Boys or Girls)	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
C.	Head Coach H.S. Football	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
D.	Head Coach H.S. Wrestling	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
E.	Baseball/Softball Coach Summer	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
F.	Head Coach Volleyball	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
G.	Head Coach H.S. Track (Boys or Girls)	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
		\	\	\	\	\	\
G1.	Head Coach H.S. Track (Combined Teams)	11.5%	TO	13.5 %	$ 2,714.00	TO	$ 3,186.00
H.	Assistant Coach H.S. Basketball (Boys or Girls)	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
I.	Assistant Coach Football	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
J.	Assistant Coach Wrestling	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
K.	Assistant Coach Volleyball	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
L.	Assistant Coach Track (Boys or Girls)	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
L1.	Assistant Coach Track (Combined Teams)	6%	TO	8%	$1,416.00	TO	$ 1,888.00
M.	Assistant Coach Softball/Baseball	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
N.	Golf Coach (Combined Teams)	6%	TO	8%	$1,416.00	TO	$ 1,888.00
O.	Cross Country (Combined Teams)	6%	TO	8%	$1,416.00	TO	$ 1,888.00
P.	Weight Room Coach	2%					$ 472.00
Q.	Head Coach J.H. Football	4%	TO	5%	$ 944.00	TO	$ 1,180.00
R.	Head Coach J.H. Basketball (Boys or Girls)	4%	TO	5%	$ 944.00	TO	$ 1,180.00
S.	Head Coach J.H. Wrestling	4%	TO	5%	$ 944.00	TO	$ 1,180.00
T.	Head Coach J.H. Volleyball	4%	TO	5%	$ 944.00	TO	$ 1,180.00
U.	Assistant Coach J.H. Football	2.5%	TO	3.5%	$ 590.00	TO	$ 826.00
V.	Assistant Coach J.H. Volleyball	2.5%	TO	3.5%	$ 590.00	TO	$ 826.00
W.	Assistant Coach J.H. Basketball (Boys or Girls)	2.5%	TO	3.5%	$ 590.00	TO	$ 826.00

X.	Assistant Coach J.H. Track (Boys or Girls)	2.5%	TO	3.5%	$ 590.00	TO	$ 826.00
X1.	Assistant Coach J.H. Track (Combined Teams)	3.5%	TO	4.5%	$826.00	TO	$1062.00
Y.	Head Coach J.H. Track (Boys or Girls)	4%	TO	5%	$ 944.00	TO	$ 1,180.00
Y1.	Head Coach J.H. Track (Combined Teams)	6.5%	TO	7.5%	$1,534.00	TO	$ 1,770.00
Z.	H.S. Cheerleader Sponsor: Football	1.5%					$ 354.00
	Wrestling	3%					$ 693.00
	Basketball	2%					$ 462.00
	Volleyball	1.5%					$ 354.00
AA.	J.H. Cheerleader Sponsor	1.5%					$ 354.00
BB.	Instrumental Director	5%	TO	7%	$ 1,180.00	TO	$ 1,652.00
CC.	Directing One H.S. Musical	4%	TO	6%	$ 944.00	TO	$ 1,416.00
DD.	Choral Director	3%	TO	5%	$ 708.00	TO	$ 1,180.00
EE.	Marching Band Flag Coordinator	2%					$ 472.00
FF.	Jr. Class Sponsor	4%	TO	5%	$ 944.00	TO	$ 1,180.00
GG.	Publications (with 1 scheduled class period)	5.5%	TO	7.5%	$ 1,298.00	TO	$ 1,770.00
	Publications (without a scheduled class period)	9%	TO	11%	$ 2,124.00	TO	$ 2,596.00
HH.	Declam	2.5%					$ 590.00
II.	All School Plays	3%	TO	5%	$ 708.00	TO	$1,180.00
JJ.	Media Specialist	2%	TO	4%	$ 472.00	TO	$ 944.00
KK.	H.S. Student Council	1.5%					$ 354.00
LL.	J.H. Student Council	1.5%					$ 354.00
MM.	Girls' Chaperone—H.S.	2%					$ 472.00
NN.	Girls' Chaperone—J.H.	1%					$ 236.00
OO.	National Honor Society Sponsor	1.5%					$ 354.00
PP.	Elementary Spanish Consultant (without a scheduled class period)						$2,200.00

Base:	$ 23,600.00							
1%	$236.00	1.25%	$295.00	1.50%	$354.00	1.75%		$ 41
2%	$472.00	2.25%	$531.00	2.50%	$590.00	2.75%		$ 64
3%	$708.00	3.25%	$767.00	3.50%	$826.00	3.75%		$ 88
4%	$944.00	4.25%	$1,003.00	4.50%	$1,062.00	4.75%		$ 1,12
5%	$1,180.00			5.50%	$1,298.00			
6%	$1,416.00			6.50%	$1,534.00			
7%	$1,652.00			7.50%	$1,770.00			
8%	$1,888.00			8.50%	$2,006.00			
9%	$2,124.00			9.50%	$2,242.00			
10%	$2,360.00			10.50%	$2,478.00			
11%	$2,596.00							

COMMUNITY SCHOOL DISTRICT OF SIDNEY

FAMILY AND MEDICAL LEAVE POLICY

Section 1. Policy

Unpaid family and medical leave will be granted up to 12 weeks to assist all eligible employees in balancing family and work life. For purposes of this policy, year is defined as the fiscal year of the Community School District of Sidney (hereinafter referred to as "DISTRICT") commencing July 1 and ending June 30 of the following year. However, this policy shall become effective upon its adoption for the current fiscal year ending June 30, 1994.

It is the intent of the Board of Directors of the DISTRICT that this policy and regulations adopted in implementation thereof be administered so as to fully comply with the requirements of the Family and Medical Leave Act ("FMLA") Public Law 103-3, 101 (2) (13) (11), 107 Stat. 6-8, codified at 29 USC s2601, et seq (Supp. 1993) and the regulations promulgated thereunder.

The regulations issued to implement this policy shall apply to all employees of the DISTRICT including those included in the bargaining unit described in PERB Certification, Instrument (Case 166) issued by PERB on the 24th day of September, 1975, which is the Sidney Education Association.

Employees eligible for family and medical leave must comply with the following family and medical leave administrative regulations:

Administrative regulations

I. Eligibility

Eligibility of employees shall be determined without regard to whether or not the DISTRICT has 50 or more employees at the time any employee or employees request such leave, provided each employee must at the time leave is requested have met the following requirements:

A. Have worked for the DISTRICT for at least 12 months (consecutive or non-consecutive): and,

B. Have worked at least 1250 hours for the DISTRICT during the previous year.

II. Purposes

Family and medical leave will only be granted for the following purposes:

A. For the employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position.

B. To care for the employee's spouse, child or parent who has a serious health condition.

C. The birth of a son or daughter of the employee and in order to care for that son or daughter.

D. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter.

III. Notification requirements

The DISTRICT shall comply with the following notification requirements:

A. It shall post the notice hereto attached as Exhibit A regarding family and medical leave.

B. Information on the Family and Medical Leave Act and the Board policy on family and medical leave, including leave provisions and employee obligations will be provided

annually. This information shall be provided employees covered by the collective bargaining agreement at the time employees receive copies of the collective bargaining agreement for that fiscal year.

C. When an employee requests family and medical leave, the DISTRICT will provide the employee with information listing the employee's obligations and requirements. Such information will include:

1. A statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement; and,

2. A reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so; and,

3. An explanation of when the DISTRICT requires substitution of paid leave and the conditions related to the substitution; and,

4. A statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

IV. Foreseeable and Unforeseeable Leave

A. Foreseeable Family and Medical Leave

1. Definition - Leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.

2. The employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.

3. Employees must consult with the DISTRICT prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.

B. Unforeseeable Family and Medical Leave

1. Definition - Leave is unforeseeable in such situations as emergency medical treatment or premature birth.

2. The employee must give notice as soon as possible but not later than one to two work days after learning that leave will be necessary.

3. A spouse or family member may give the notice if the employee is unable to personally give notice

V. Types of Leave

FMLA leave may be taken all at one (continuous), or an intermittent basis, or in conjunction with a reduced work schedule. The following definitions and provisions shall apply:

A. Continuous leave is any leave during which an employee will not report to work for a set number of days or weeks.

B. Intermittent leave is take in possible sporadic blocks of time and may include leave periods from an hour to several weeks.

1. Intermittent leave is available for:

a. Birth, adoption or foster care placement of a child only with the DISTRICT'S agreement.

b. Serious health condition of the employee, spouse, parent, or child when medically necessary without the DISTRICT'S agreement.

2. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.

3. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits.

C. Reduced work schedule is a schedule that reduces an employee's usual number of work hours per week or per day.

1. Reduced work schedule family and medical leave is available for:

a. Birth, adoption, or foster care placement and subject to the DISTRICT'S agreement.

b. Serious health condition of the employee, spouse, parent, or child when medically necessary without the DISTRICT'S agreement.

2. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.

3. During the period of foreseeable reduced work schedule leave, the DISTRICT may move the employee to an alternative position with equivalent pay and benefits.

D. The following special rules are applicable to instructional employees requesting family and medical leave:

1. An instructional employee, is within the bargaining unit covered by the collective bargaining agreement between the District and the Sidney Education Association, an employee whose principal function is to teach and instruct students in a class, a small group or an individual setting.

2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent of the work days in the leave period may be required to:

a) Take leave for the entire period or periods of the planned medical treatment; or,

b) Move to an alternative position with equivalent pay and benefits, but, not necessarily equivalent duties, for which the employee is qualified.

3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester do not include scheduled school breaks such as summer, winter or spring break.

a) If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the Board may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.

b) If the employee begins family and medical leave for a purpose other than employee's own serious health condition during the last five weeks of a semester, the Board may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.

c) If the employee begins family and medical leave for a purpose other than employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

E. The entire period of leave taken under the special rules is credited as family and medical leave. The Board will continue to fulfill the Board's family and medical leave responsibilities and obligations including the obligation to continue employee's health insurance and other benefits, if an instructional employee's entitlement ends before the involuntary leave period expires.

VI Entitlement

A. Employees are entitled to twelve weeks unpaid family and medical leave per year.

B. Year is defined as the fiscal year.

C. If insufficient leave is available, the DISTRICT may:

1. Deny the leave if the entitlement is exhausted;

2. Award leave available;

3. Award leave if the employee would otherwise be entitled to or eligible for consideration for paid or unpaid leave under Board policy or the terms of the collective bargaining agreement between the DISTRICT and the PERB certified bargaining unit.

VII. Substitution of Paid Leave

An employee requesting and being granted family and medical leave shall have paid leave substituted for unpaid family and medical leave pursuant to and in accordance with the following stipulations:

A. If the purpose or purposes for which the employee is taking family and medical leave relates to or includes the serious health condition of the employee or of the spouse, son, daughter or parent of the employee, then any paid personal leave to which the employee is entitled shall be first substituted. If, and only if, the employee would also be eligible for paid sick leave under the terms of the collective bargaining agreement or Board policy, then such paid sick leave shall be substituted for unpaid leave until either the paid sick leave entitlement is exhausted, or the period of the family and medical leave or entitlement for such leave terminates or is exhausted.

B. If the purpose or purposes for which family and medical leave is taken includes the placement of a child with the employee for adoption or foster care and to care for that child then there shall first be substituted paid personal leave to which the employee is entitled. If the employee would also qualify for paid adoption leave, then such leave shall also be substituted.

C. Paid sick leave shall not be substituted for family and medical leave taken for the serious medical condition of a person who is not a spouse, child, or parent of the employee but who would otherwise be considered "in loco parentis" to the employee for purposes of unpaid family and medical leave under the Family and Medical Leave Act (FMLA).

D. For the duration of all family and medical leave taken because of the serious health condition of an employee or family member of an employee, all provisions relating to medical certification for eligibility, continuation and termination of leave and fitness to return to work and positions to which the employee is returned shall be those applicable to family and medical leave as specified in these regulations.

E. When an employee on family and medical leave with respect to which paid sick leave is being substituted exhausts his or her entitlement, then continuation of further sick leave benefits shall be subject to and require compliance with all provisions of Paragraph A of Article XII of the collective bargaining agreement and of applicable Board policies covering employee not included in the bargaining unit represented by the Sidney Education Association relating to medical certification for continued eligibility, fitness to work, continuation of benefits and scheduling of an return to work.

F. An employee included in the bargaining unit represented by the Sidney Education Association and covered by the collective bargaining agreement between the District and the Association whose entitlement to paid sick leave benefits is exhausted but who remains on family and medical leave because of his or her serious health condition shall have his or her remaining family and medical leave charged to temporary leave to which the employee would or could be entitled under Article 12, Paragraph A(4) of the collective bargaining agreement. Should temporary leave extend beyond the employee's family and medical leave entitlement, all provision of Article 12, Paragraphs A(4), and A(7) shall apply.

G. During the period of substitution of paid for unpaid family and medical leave, all insurance coverage and benefits shall remain in effect as contracted and the employee's portion of premium costs shall continue to be deducted in the same manner as before commencement of the leave. Should the Board for any reason be required to assume the employee's contribution to maintain coverage, the Board may take whatever action is necessary to recover those costs including deduction from the employee's paycheck upon his or her return to work.

VIII. Continuance of Health Insurance and Other Benefits

Subject to the provisions of preceding Article VII (G) of these regulations which mandates continuation of all insurance coverage and other benefits during periods of family and medical leave which are compensated due to the substitution rules, the following provisions shall apply with respect to continuation and payment of health care and other benefits of all employees on family and medical leave:

A. Each employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless the employee elects not to continue the benefits.

B. Any employee who fails to make the health care or other benefit contribution payments within fifteen days after they are due, will be notified that their coverage may be cancelled if payment is not received within an additional fifteen days.

C. Notwithstanding an employee's election not to continue the benefits or failure to make the required contributions to the benefit plans, the DISTRICT may continue such coverage and pay the employee's portion of the premium costs unless and until the employee gives unequivocal written notice of intent not to return to work.

D. Unequivocal written notice of an employee to the DISTRICT of his or her intent not to return to work shall in all events terminate the DISTRICT'S obligations with respect to continuation of benefits.

IX. Family and Medical Leave Definitions

The following definitions are applicable to family and medical leave:

A. District and Board - the terms "District" and "Board" as employed in this policy shall be synonymous and shall have reference to the Board of Education of the Community School District of Sidney or its duly authorized representatives.

B. Common law marriage - according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.

C. Continuing treatment by a health care provider - one or more of the following:

1. The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider.

2. The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider—for example, a course of medication or therapy—to resolve the health condition.

3. The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

D. Eligible employee - the employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

E. Essential Functions of the Job - those functions which are fundamental to the performance of the job. It does not include marginal functions.

F. Employment Benefits - All benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employee or through an "employee benefit plan."

G. Family Member - individuals who meet the definition of son, daughter, spouse, or parent.

H. Group health plan - any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer's employees, former employees, or the families of such employees or former employees.

I. Health care provider -

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or

2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as

demonstrated by x-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; and

3. Nurse practitioners and nurse-midwives who are authorized to practice under state laws and who are performing within the scope of their practice as defined under state law; and

4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

J. In loco parentis - individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.

K. Incapable of self-care - that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" or "ADLS." Activities of daily livings include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

L. Instructional employee - an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

M. Medically necessary - certification for medical necessity is the same as certification for serious health condition.

N. "Needed to care for" - the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

O. Parent - a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

P. Physical or mental disability - a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Q. Serious health condition - an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

2. Any period of incapacity requiring absence from work, school, or other regular daily activities, or more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; and for prenatal care.

4. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless impatient hospital care is required. Restorative dental surgery after an accident, or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examination are excluded.

R. Son or daughter - a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

S. Spouse - a husband or wife recognized by Iowa law including common law marriages.

X. Medical Certification - Status Report

A. Medical Certification

With respect to all family and medical leave requested and allowed to be taken by eligible employees because of the serious medical condition of the employee or family member, the following provisions with respect to medical certification shall apply:

1. Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job.

2. Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.

3. The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.

4. The Board may require the employee to obtain a second certification by a health care provider chosen by and paid for by the Board if the Board has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the Board on a regular basis.

5. If the second health care provider disagrees with the first health care provider, then the Board may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the Board and paid for by the Board. This certification or lack of certification is binding upon both the employee and the Board.

6. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The Board may request recertification every thirty days. Recertification must be submitted within fifteen days of the Board's request.

   The Board may request recertification more frequently than 30 days if:

   a. The employee requests an extension of leave; or,

   b. Circumstances described by the original certification have changed significantly; or,

c. The Board receives information casting doubt upon the continuing validity of the certification; or,

d. The employee is unable to return to work because of the continuance, recurrence or onset of a serious health condition preventing the Board from recovering it share of premium payments made on the employee's behalf.

7. Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification shall be denied until such certification is provided.

8. All medical certifications shall be on a form conforming to that attached as Exhibit C.

B. Fitness to Return to Work

The Board may require an employee on family and medical leave because of serious health condition of the employee, to submit medical certification that he or she is able to resume work as a prerequisite to accepting the return of the employee to his or her duties.

C. Status Report

Each employee on family and medical leave shall give written report to the Board at least once each month, apprising the Board of his or her status and confirming his or her intent to return to work. Such a report shall also be filed at least two weeks before expiration of the leave.

XI. Return to Work

Upon return to work from family and medical leave, the employee must be restored to the same position or to one with equivalent benefits, pay and other terms and conditions.

XII. Requests for Family and Medical Leave

Requests for family and medical leave shall be submitted to the DISTRICT form conforming to that attached as Exhibit B.

Agreed to on the 29 day of April, 1994.

Sidney Education Association

By:_____
President

ATTEST: _____
Chief Negotiator

Community School District of Sidney

By: Rusty Monroe
President

ATTEST: Jeffrey Henderson
Chief Negotiator

Exhibit A

Family and Medical Leave Act Notice to Employees

YOUR RIGHTS

FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

Exhibit B

FAMILY AND MEDICAL LEAVEACT REQUEST FORM

Date:_____

I, _____ request family and medical leave for the following reason: (check all the apply)

_____for the birth of my child;
_____for the placement of a child for adoption or foster care;
_____to care for my child who has a serious health condition;
_____to care for my parent who has a serious health condition;
_____to care for my spouse who has a serious health condition; or
_____because I am seriously ill and unable to perform the essential functions of my position.

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member in order to be eligible for family and medical leave within 15 days of the request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school district.

I request that my family and medical leave begin on _____and I request leave as follows: (check one)

_____continuous

I anticipate that I will be able to return to work on _____.

_____intermittent leave for the:

_____birth of my child or adoption or foster care placement subject to agreement by the district
_____serious health condition of myself, parent, or child when medically necessary

Details of the needed intermittent leave:

_____
_____
_____

I anticipate returning to work at my regular schedule on _____.

_____reduced work schedule for the:

_____birth of my child or adoption or foster care placement subject to agreement by the school district
_____serious health condition of myself, parent, or child when medically necessary

Details of needed reduction in work schedule as follows:

_____
_____
_____

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize disruption of school district operations.

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions shall be deducted from monies owed me during the leave period. If no monies are owed me, I shall reimburse the school district by personal check (cash) for my contributions. I understand that I may be dropped from the employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the school district for any payment of my contributions with deductions from future monies owed me or the school district may seek reimbursement of payments of my contributions in court.

I acknowledge that the above information is true to the best of my knowledge.

Signed_____

Date_____

Exhibit C

FAMILY AND MEDICAL LEAVE ACT CERTIFICATION FORM

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Certification of Physician or Practitioner
(Family and Medical Leave Act of 1993)

1. Employee's Name:

2. Patient's Name (if other than employee):

3. Diagnosis:

4. Date condition commenced:

5. Probable duration of condition:

6. Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.):

   a. By Physician or Practitioner:

   b. By another provider of health services, if referred by Physician or Practitioner:

If this certification relates to care for the employee's seriously-ill family member, skip items 7, 8 and 9 and proceed to items 10 through 14 on the next page. Otherwise, continue below.

Check Yes or No in the boxes below, as appropriate.

	Yes	No	
7.	___	___	Is inpatient hospitalization of the employee required?
8.	___	___	Is employee able to perform work of any kind? (If "No", skip Item 9.)
9.	___	___	Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.)

15. Signature of Physician or Practitioner:

16. Date:

17. Type of Practice (Field of Specialization, if any):

FAMILY AND MEDICAL LEAVE CERTIFICATION FORM

For certification relating to care for the employee's seriously ill family member, complete items 10 through 14 below as they apply to the family member and proceed to item 15 on previous page.

	Yes	No	
10.	___	___	Is inpatient hospitalization of the family member (patient) required?
11.	___	___	Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?
12.	___	___	After review of the employee's signed statement (See Item 14 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort.)

13. Estimate the period of time care is needed or the employee's presence would be beneficial:

Item 14 is to be completed by the employee needing family leave.

14. When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be take intermittently or on a reduced leave schedule:

Employee signature: _____

Date: _____

Exhibit D

Letter of Understanding
Between the Sidney Education Association
and the
Community School District of Sidney
RE: Teacher Quality & HF816 Monies

It is the understanding between the Sidney Education Association and the Community School District of Sidney that monies provided to the district by the Student Achievement and Teacher Quality Program and HF 816 will be distributed as follows:

The Student Achievement and Teacher Quality Program monies will first be used to meet the requirements of minimum salaries for those teachers who are currently below the minimum required salary for their step and lane. The only exception to this would be if the teacher would receive more compensation by sharing in the equal distribution of the remaining funds rather than by receiving an increase to the minimum salary. (An example would be a teacher who is very close to the minimum salary, let's say only $100 below minimum, and who would receive less money by being raised to the minimum than if he/she took part in the equal distribution of the balance, let's say $200.) The teacher would receive whichever amount is greatest, but not both. All monies remaining after minimum salaries are met will be equally divided among the remainder of the teachers.

Funds allocated through HF816 will be used to pay each teacher their individual per diem rate for the one additional professional development day. Individual per diem rate will be based on the teacher's annual base salary. (For example, since the regular work year includes 190 work days, a teacher whose salary for the regular year is $9,000 would have a per diem rate of $47.37, determined by dividing the salary by 190). In the event that the monies received are less than or greater than the actual per diem rate per employee, the monies will be distributed on a percentage of the per diem basis. (For example, if the amount received by the district was 105% of the amount needed to pay the total actual per diem per teacher, then each teacher would receive 105% of his/her actual per diem.)

Payment shall be divided into two equal additional salary payments based on receipt of the monies by the district, typically in February and May.

Agreed upon this 17 day of April, 2006.

Sidney Education Association	Community School District of Sidney
By: Ted Wittkopf	By: Rusty Monroe
President	Board President
Attest: Susan L Clayton	Attest: Jeffrey Morgenson
Chief Negotiator	Chief Negotiator