South O'Brien CSD South O'Brien EA 7/1/2006 6/30/2007

SOUTH O'BRIEN CSD/EA 06-07

Master Contract

2006-07

Between the
South O'Brien Community Schools
and the
South O'Brien Education Association

ARTICLE I
PREAMBLE

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE II
RECOGNITION

A. UNIT.

The Board hereby recognizes the South O'Brien Education Association as the certified exclusive and sole bargaining representative for all personnel specifically set forth in the PERB certification instrument (Case 335:) issued by PERB on the 30th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: All professional certificated employees and nurse.

EXCLUDED: Superintendent, principal, substitute teachers, teachers associates, all other non-professionals, and all others excluded under Section 4 of the Act.

B. DEFINITIONS.

1. The term "Board" or "Employer," as used in this Agreement, are synonymous and shall mean the Board of Education of the South O'Brien Community School District or its duly authorized representatives.

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

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

ARTICLE III
DUES DEDUCTION

A. AUTHORIZATION.

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent, through the Association Membership Chairperson, a lawful assignment authorizing payroll deduction of the professional dues to the Association on or before October 10th of each year. In case of an employee hired after October 10th, the lawful deduction authorization must be received within thirty (30) days of the employee's first workday. The Association agrees to hold harmless the Board and its agents and representatives from any damages, expenses, claims, or costs incurred by reason of the Board's honoring any such assignment.

B. REGULAR DEDUCTION.

Pursuant to a lawful deduction authorization, the Board shall deduct one-ninth (1/9) of the total dues from the regular salary check of the employee each month for nine (9) months, beginning in October and ending in June of each year or on a pro-rata basis from the date of receipt of the lawful authorization deduction when involving employees hired after October 10th. The Association shall pay the cost of carrying out of such deductions.

C. TRANSMISSION OF DUES.

The Board shall remit to the Association the total monthly deduction for professional dues deducted pursuant to Paragraph A within ten (10) school days following the pay date in the months of October through June.

ARTICLE IV
COMPLIANCE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND COMPREHENSIVE AGREEMENT.

Any individual contract between the Board and an employee shall be consistent with the terms and conditions of this Agreement. Each individual employee contract when tendered to the employee shall be signed by the President of the Board and shall incorporate by written reference the terms and provisions of this Agreement.

B. PRINTING AGREEMENT.

Within thirty (30) days after the Agreement is signed, a copy shall be presented to all employees now employed and to new employees upon execution of the Board thereof shall pay their individual contracts and the cost. The Association shall pay for any additional copies requested.

C. NOTICES.

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

1. If by the Association, to the Board at the office of the Superintendent.
2. If by the Board, to the Association in care of the Association President at the school.

D. DURATION.

This agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2007. This agreement shall automatically continue in force and effect for equivalent periods unless either party gives written notice between the dates of August 15, 2006 and September 30, 2007 of its desire to amend, modify, or substitute portions of this contract and to enter into negotiation for the new agreement.

ARTICLE V
WAGES AND SALARIES

A. SCHEDULE.

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

B. PLACEMENT ON SALARY SCHEDULE.

1. Credit for Experience. All newly employed certified staff may receive credit on the salary schedule for years of previous teaching experience in a duly accredited school at the Superintendent's discretion.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments. Employees on the adjusted Salary Schedule shall receive one step on the schedule for each one year of service until the maximum for their educational classification is reached. A teacher who is on a tier 3, intensive assistance plan at the time contracts are issued for the ensuing school year will remain on step without advancement. If the teacher successfully completes the remediation requirement by May 25, the teacher will be advanced one step on the salary schedule for the next contract year.

   A year of service consists of employment in the South O'Brien Community School District for one hundred twenty (120) days or more in one school year. This provision applies to staff members employed for the school year 2005-06 and thereafter.

2. Educational Lanes. Employees on the regular Salary Schedule who move to a higher educational lane shall move to the corresponding step on the higher lane. For an employee to advance from one educational lane to another the employee shall file

evidence satisfactory to the Superintendent before August 20 evidencing receipt of additional graduate credit in a field related to the employee's teaching duties. The August 20 deadline will not be enforced if the college issuing such material causes the delay in receipt of such evidence.

D. METHOD OF PAYMENT

1. Pay Periods. Each full-time employee shall be paid in twelve (12) equal installments, each to be received not later than the 20th day of each month. If the 20th falls on a weekend or holiday, payment will be on the preceding workday. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

2. Final Pay. Each employee who is leaving the system may elect to receive all or any part of employee's earned, contracted salary on June 20 of that contract year by giving written notice to the Superintendent at least thirty (30) days prior to said last work day.

3. Summer Checks. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. EXTENDED CONTRACTS.

The salary schedule is based upon the regular school calendar and employees on extended contract shall be compensated on the same per diem rate as is earned under their regular contract.

F. PHASE FUNDS (HOUSE FILE 499).

1. Phase I and II. All Phase I and Phase II funds shall be fully expended through the regular salary schedule.

ARTICLE VI
SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES.

1. Approved Activities. The Board and the Association agree that the extra-curricular activities listed in Schedule III are the official school-sponsored activities covered by school insurance.

2. Rates of Pay. Employees who, by their individual agreements, have agreed to participate in such service shall be compensated according to the rate of pay or other stipulations in Schedule III.

3. Resignation. The parties recognize that under unusual circumstances it may be desirable to permit an employee to be relieved of an extra-curricular activity if the employee makes such a request in writing to the Superintendent. It is agreed that the Employer shall attempt to honor such a request if such action would not cause unreasonable cost to the District or disruption in the education of students.

4. Activity Workers. At the beginning of the school year, each employee shall specify whether they will commit themselves to work at least three (3) extra-curricular activities during the year. Employees who elect to work at least three (3) extra-curricular activities shall receive free passes for themselves and their spouse or guest of a single employee to all extra-curricular activities of the school. Any employee who elects not to work at least three (3) extra-curricular activities and who is required to work shall be compensated at the rate specified in Schedule III. Teachers required to work at the two annual elementary school music programs will be given one activity credit each, toward their three (3) needed for a free pass. Any employee who has elected to work at least three (3) extra-curricular activities shall be compensated at the rate specified in Schedule III for each event in excess of three (3) extra-curricular activities.

5. Method of Payment. Pay for extra-curricular activities may, at the employee's discretion be taken as follows:

   a. In twelve (12) equal installments, incorporated into the regular salary check.
   b. In equal monthly payments with the first check on the first regular pay day following the actual start of the season and the final check on the first regular pay day following the state finals of that activity.
   c. In one (1) lump sum payment at the conclusion of the activity.

B. EXPENSES OF TRAVELING EMPLOYEES

1. Travel Outside Regular School Day
   The employer shall endeavor to provide a school vehicle for use by employees for school business. A per mile reimbursement shall be paid as set forth by Iowa Code for use of a personal vehicle. Use of a personal vehicle for school business must first be approved by the superintendent or the building principal.

Employees assigned to more than one school

Employees who because of their assigned duties are required to travel to other schools during the school day may be provided with transportation by the school or the use of an employee personal vehicle may be authorized by superintendent with compensation at the state mileage rate. Example.....

	Paullina	Primghar
Paullina	X	11
Primghar	11	X

C. SEVERANCE BENEFIT.

At the time of termination of employment, an employee with twenty (20) or more years of service to the South O'Brien District and/or the former Paullina, Primghar, and Sutherland School Districts and age 55 or over shall receive an additional salary payment as follows:

1. The District shall compute the salary payment by determining one-half of one percent of the employee's current teaching salary as specified in Schedule II.

2. This base salary shall be multiplied times the number of years of service the employee has rendered to the District.
3. This total amount shall be in addition to the amount provided for salary in the contract for the final year of employment.

Provided, however, that to become eligible for this benefit, an employee who leaves the system voluntarily shall give the Board at least one full year's notice in advance, of the intention to leave. The Board may waive this notice requirement in the event an emergency situation arises.

ARTICLE VII
INSURANCE

A. PROVISION OF INSURANCE The employer agrees to provide all employees who elect to become insured, the following insurance coverage:

1. Health and Major Medical.
Each employee and his/her immediate family members shall be covered by a health and major medical program that meets the minimum specification outlined in the plan provided by an insurance carrier licensed in the State of Iowa. For each year beginning July 1 and ending on the following June 30, the employer contribution for Health/Major Medical Insurance Coverage for employees who elect coverage will be as follows:

a. For an Employee who elects family coverage.

1 For a Married Couple Who Both Work for the Employer. The Employer will contribute up to $6,050.00 times the combined FTE of the married couple (but no more than the full family premium) towards the purchase of health/major medical insurance coverage for the contract year.

2 For an Employee Who Works Full Time for the Employer. The Employer will contribute up to $6,050.00 (but no more than the full family premium) towards the purchase of health/major medical insurance coverage for the contract year.

3. For an Employee Who Works Part Time for the Employer. The Employer will contribute up to $6,050.00 times the FTE of the Employee (but no more than the full family premium) towards the purchase of health/major medical insurance coverage for the contract year.

b. For an Employee who elects single insurance coverage.

1. For an Employee Who Works Full Time for the Employer. The Employer will contribute the full single premium towards the purchase of health/major medical insurance coverage for the contract year.

2. For an Employee Who Works Part Time for the Employer. The Employer will contribute up to $6,050.00 times the FTE of the Employee (but no more than the

full single premium) towards the purchase of health/major medical insurance coverage for the contract year.

2. For Employees Who Carry the District's HSA Plan. Employees who carry the district's HSA Plan will receive $6,050 to be paid by the school district. Employees who are enrolled in a standard deductible program will receive the yearly premium rate for the deductible plan they are enrolled in up to $6,050.

3. Long-term Disability Insurance. The Employer will contribute the annual premium amount for long-term disability insurance.

4. Life Insurance. The Employer will contribute the annual premium amount for a term life insurance policy of $20,000 for each Employee. The Employee shall designate the beneficiary or beneficiaries for this policy.

B. DATES OF COVERAGE.

1. Effective Date of Coverage. Employer provided coverage shall be effective no later than the first of the month coinciding with or next following the initial date of employment.

2. Date of Termination. For an Employee who terminates employment on or after the last day of the school year, the Employer provided coverage shall end on the last day of August next following the date of the Employee's final paycheck. For an Employee who terminates employment on a date prior to the last day of the school year, the Employer provided coverage shall end on the last day of the month coinciding with or next following the date of the Employee's last date of paid employment.

C. CONTINUATION OF BENEFITS. In the event that an Employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned coverage shall continue throughout the balance of the school year. An Employee granted extended leave without pay, other than leave under F.M.L.A., shall have the option to continue all insurance benefits provided by this Agreement for the duration of said leave at the expense of the Employee.

D. PLAN DESCRIPTION. The Employer shall request each insurance company with which coverage is obtained to provide each Employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or the date of employment, including a description of conditions and limits of coverage, and to keep available with the Office of the Superintendent the form of applications.

E. SELECTION OF CARRIER. The Employer shall have the right to select each insurance carrier. The Employer, however, will receive and consider any recommendations from the Association regarding the selection of such a carrier.

F. COORDINATION WITH INSURANCE CARRIER. All terms and conditions of the above provided insurance benefits, including eligibility for coverage, continuation, and coverage period, shall be consistent with the terms and provisions as stated in the insurance contract issued by such insurance carrier.

ARTICLE VIII
SICK LEAVE

A. ACCUMULATED BENEFITS.

All employees shall be accorded sick leave days as follows:

Year	Days Allowed
First Year	10 days
Second Year	12 days
Third Year	13 days
Fourth Year	14 days
Fifth Year	15 days
Sixth Year	16 days

Any unused days of sick leave are cumulative up to a maximum of one hundred and five (105) days. An employee will be charged for one-half (1/2) day of sick leave if the employee takes any time off before noon or any time off after noon. All part-time employees shall receive pro-rated annual sick leave based on their FTE that year. Employees may use up to a maximum of three (3) days of their personal sick leave for family related illness or a general medical condition not provided for in Article IX, Section 3, Bereavement and Emergency Leave. Two additional days of an individual's personal sick leave will be granted to employees who have children at home who need medical attention.

In determining eligibility for this leave, the employee is to be the primary care giver. An exception may be considered at the discretion of the superintendent.

B. SICK LEAVE EXTENSION.

Additional sick leave pay may be considered and granted on an individual basis at the Board's discretion in emergency cases involving extended illness or injury upon written application. When the employee's sick leave, and leave that may be granted by the Board, fail to meet the employee's sick leave requirements, employees may contribute a maximum of three days to the employee's sick leave. Employees who qualify under this agreement may accumulate a maximum of 90 days. Sick leave granted by the Board of Education and the employees shall be used for personal sick leave only.

C. NOTIFICATION OF ACCUMULATION.

Employees shall be given a copy of a written accounting of accumulated sick leave and personal leave days no later than the end of the first week of school each year.

D. JOB RELATED ILLNESS OR INJURY.

In case of absence due to injury or illness incurred in the course of the employee's employment for which workmen's compensation benefits are received, the Employer shall pay to the employee the difference between his/her salary and the workmen's

compensation benefits for the duration of such absence or thirty (30) days, whichever is first to occur. After said thirty (30) days, the employee may elect to receive sick leave on a pro rata basis to receive the difference between his/her salary and benefits received under workmen's compensation. The Employer reserves the right to require medical proof of the existence or continuation of such injury or illness. The employee shall not be required to use sick leave during such a leave.

E. BONUS FOR NOT USING LEAVE.

An employee who uses no (0) sick leave days during a school year will receive a $100 salary addition to their June paycheck. An employee who uses one-half (1/2) or one leave day during a school year will receive $50 salary addition to their June paycheck.

ARTICLE IX
LEAVES OF ABSENCE

A. PAID LEAVE.

All employees shall be entitled to the following leaves of absence with pay each school year. Such leaves shall be in addition to sick leave.

1. Personal. All employees shall be allowed a minimum of two (2) days leave without loss of pay in any one fiscal year, accumulative to three (3) days for successive years. Leave will be granted upon three (3) days prior written request. In emergencies, leave may be granted upon twenty-four (24) hour prior written request. The Superintendent shall schedule such leaves to avoid any unnecessary cost or disruption, and reasonable restriction may be imposed for leaves immediately prior to or after vacations and holidays. All part-time employees shall receive pro-rated annual personal leave based on their FTE that year. Personal days may not be used the last ten (10) contract days of the contract year. Certain events will qualify for use of personal days during this restricted period. For example: a graduation, wedding, son or daughter in state track meet.

   Employees who use no (0) personal leave during a school year will receive a $75 addition to their June paychecks.

2. Jury and Legal. Any employee called for jury duty or subpoenaed for any judicial proceeding by the Employer during school hours shall immediately notify their principal and be provided time off for such a purpose. Any fees or remuneration, which the employee receives during such time, shall be turned over to the District.

3. Bereavement and Emergency. Up to five (5) days of leave shall be granted at any one time in the event of death of the employee's husband, wife, father, mother, son, daughter, stepchild, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law. Leave will be granted in the event of the death of a relative not set forth herein. Said leave to be agreed to with the Superintendent. This leave will not exceed five (5) days. Leave shall be granted up to one (1) day for the death of a friend. Up to five (5) days of additional time may be taken with the employee having the cost of a substitutes pay deducted from the employees salary.

4. Professional Leave. Attendance at local, conference, AEA, State, or National educational meetings, DOE evaluations, and assignment or visiting other schools is permitted at full pay if such an absence is recommended by the principal and approved by the Superintendent. The District will pay out-of-pocket expenses with prior approval by the Superintendent. All requests will be reviewed in light of the budget, the benefits to the educational program, and the availability of substitutes and the costs.

5. Association Leave. The President or a representative of the Association shall be given up to two (2) days paid leave to attend the ISEA Delegate Assembly or other ISEA meetings, on five (5) days prior written request. Additional days of ISEA meetings (after two) may be taken with the association reimbursing the District for the cost of a substitute's pay for each day, on five (5) days prior written request.

6. Good Cause. Other temporary paid leaves of absence may be granted in writing for good cause, in the Superintendent's discretion.

B. UNPAID LEAVES

1. Military Service. Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same step on the salary schedule as they held at the time they took such leave, but subject to the following conditions:

   a. that the position was not abolished;
   b. that the employee is physically and mentally capable of performing the duties of the position;
   c. that they make written application for reinstatement to the Superintendent within ten (10) days after termination of military service;
   d. and that the employee submits an honorable discharge from the military service.

   The Board in its sole discretion shall have the right to schedule the employee's return so as to avoid cost or disruption of education.

2. Educational Improvement. An unpaid leave of absence may be granted an employee for up to one (1) year upon written application for the purpose of engaging in study in an accredited college or university in an area which, in the employer's opinion, is reasonably related to the employee's professional responsibilities. Upon return, the employee will be placed on the appropriate step of the salary schedule by reason of education and experience; however, no credit will be accrued for time spent on such leave.

3. Good Cause. Other unpaid leaves of absence may be granted in writing for good cause in the Superintendent's discretion.

4. Continuation of Benefits. Employees granted extended leaves without pay shall have the option to continue all insurance benefits provided by this agreement for the duration of said leave at the employee's expense.

ARTICLE X
EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Regular Contract. The in-school year for employees contracted shall not exceed one hundred eighty (180) days plus five (5) in-service days and two hundred twenty five (225) days for employee on extended contracts. The in-school year does not include the below designated holidays and vacations.

2. Definition of In-School Work Year. The in-school work year shall include regularly scheduled days pursuant to the school calendar on which employee attendance is required. On Fridays or days preceding a holiday or vacation, the employee shall be permitted to leave school when student route buses leave except in case of emergency or circumstances beyond the control of the Employer.

3. Non-Attendance. Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

4. Extended Calendar. The Board shall have the right to extend the contract year. For each day the contract is extended, the Board shall pay each full-time employee at the rate of 1/185 of his/her current contract salary for each day extended. Part-time employees will be paid on a prorated basis.

B. HOLIDAYS.

The employees shall receive holidays of Labor Day, Thanksgiving Day, and Memorial Day if said holidays fall within the contract school year. Employees shall receive the day after Thanksgiving and Good Friday as vacation days. Employees shall also receive a winter vacation of at least ten (10) calendar days, inclusive of Christmas Day and New Year's Day, and a spring vacation of at least three (3) calendar days which may include Good Friday and the following weekend, at the employer's discretion. No employee shall be required to perform duties on any of the above holidays or vacations.

ARTICLE XI
EMPLOYEE HOURS AND LOAD

A. WORKDAY

1. Length of Day. The in-class workday shall consist of not more than eight (8) hours which shall include a duty-free lunch period. Extra-curricular activities may be scheduled outside the eight (8) hours of the in-class workday.

2. Arrival and Dismissal Time. The Employer shall establish the start and finish time of each in-class workday. The Employer reserves the right to approve scheduling of extra-curricular activities.

B. LUNCH PERIODS

1. Duty Free Lunch. The Employer shall provide a daily, duty-free lunch period of at least thirty (30) minutes for each employee.

2. Free Lunch. The employer shall provide a lunch without cost to any employee who does not have a duty free lunch period.

3. Leaving the Building. Employees may leave the building without requesting permission during their lunch period. However, the employee shall advise a secretary as to where they can be reached.

C. FACULTY MEETINGS.

Not more than eighteen (18) faculty meetings will be scheduled during the year except in case of Department of Education evaluation or other circumstances beyond the Employer's control. Faculty meetings are defined as those regularly scheduled total staff meetings. This does not include in-service day meetings or committee work meetings. The length of these meetings will be announced at least two (2) days prior to the meeting and will be at the discretion of the building principal.

D. NOTICE AND AGENDA.

The notice of, and agenda for any meeting shall be given to the employees involved prior to the meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

ARTICLE XII
REDUCTION OR REALIGNMENT OF STAFF PROCEDURE

A. CLASSIFICATION.

1. Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: K-6, 7-12 grade level areas. Reduction in the 7-12 grade level area shall be within curriculum departments. Reduction in art, music, physical education, special education, TAG, Title 1, and library and At Risk shall be within the K-12 classification.

2. Employees shall be classified based upon their teaching assignment during the school year in which staff reduction procedures are commenced.

   An employee with an assignment in more than one (1) of the categories listed above in this section shall be classified in the curriculum department in which he/she has the largest number of periods of assignment.

   If the number of periods of assignment of an employee's assignment is equal, then the employee shall be classified in the curriculum department with the greatest length of service.

B. LAYOFF PROCEDURES.

1. The Superintendent shall first attempt to make all staff reduction through attrition. Attrition shall only be deemed to have occurred where the Superintendent has received resignations in the classification in which the reduction is sought prior to the issuance of the Notice of Intent to Terminate Contract.

2. If attrition fails to accomplish the reduction in staff, then employees in the classification in which reduction is sought shall be laid off on the basis of seniority with the least senior employee being selected for layoff first ("the Designee").

3. The Designee shall then be pooled with all employees currently teaching in those areas of the Designee's licensure.

4. The employee(s) to be laid off in the pool described in B(3) above shall be determined on the basis of seniority with the least senior employee being laid off first. The process shall be repeated until the least senior employee possible has been laid off.

C. NOTIFICATION.

The employee subject to staff reduction shall be notified in writing. The notification shall state the reasons for arriving at the individual(s) who are subject to staff reduction.

D. RECALL PROCEDURES.

1. Any employee terminated under the above provisions shall be considered for recall for a period of two (2) years from the date of termination if such request, in writing, is made known to the Superintendent within thirty (30) calendar days from the date on which the employee received notification of termination.

2. If there is a vacancy in a bargaining unit position, laid off employees with licensure for the vacant position shall be recalled in reverse order of layoff.

3. The Board Secretary shall be kept informed by terminated employees of their current address and telephone number and interest in recall. Notice of recall will be given by certified mail to the last address given to the Board Secretary by the employee.

4. Subject to extenuating circumstances, an employee who has been terminated or is returning from an approved leave shall be granted the same benefits that apply upon return. The employee will be given credit on the salary schedule for years granted and served, and advanced one step upon return to employment.

ARTICLE XIII
HEALTH PROVISIONS

A. PHYSICAL FITNESS - NEW EMPLOYEES.

All new employees are required to provide satisfactory evidence to the Superintendent of physical fitness to perform duties assigned and freedom from communicable disease prior to reporting for duty. The employee shall select the physician and the Board shall pay the

cost of such examination up to $30.00. The Board may require a subsequent examination and select the physician and the Board shall pay the cost of such examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

ARTICLE XIV
SAFETY PROVISIONS

A. PROTECTION OF EMPLOYEES

1. Unsafe and Hazardous Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Where the employee's job requires safety equipment, it shall be provided at the Employer's cost.

2. Use of Reasonable Force. An employee may, within the scope of their employment, use and apply such amount of force as is lawful and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

3. Legal Action Against an Employee. Whenever any legal action is brought against an employee resulting from the employee's activities within the scope of assigned duties, the Board shall provide the employee with defense and indemnification, except from a judgment for punitive damages.

4. Assault of an Employee.

   a. Legal Assistance. The Board shall give its cooperation in any proceeding initiated by an employee arising from an assault upon the employee while acting in the scope of their duties. The Board shall not be obligated to provide or pay for any of the employee's legal expense thereto.

5. Reporting Assaults. The Employee shall immediately report cases of assault suffered by them in connection with their employment to their principal.

6. Bomb Threats. In all cases, where a school official is notified of a bomb threat, the affected building or buildings may be closed by the Superintendent and all students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be required to search for a bomb.

7. Emergency Transportation. An employee who transports ill or injured students from school to home shall at all times use a school vehicle.

8. First Aid. The Board shall provide in each building first aid materials that are equal to those required by OSHA.

9. Home Visits. If an employee reasonably believes that his/her health or safety is threatened by a home visit, the employee shall report such concern to his/her immediate supervisor. The immediate supervisor shall either accompany the employee

on a home visit, arrange for a designee to do so, or arrange a different location for a visitation.

10. Medication. If an employee is directed to dispense or administer medication, the Board agrees to defend and indemnify the employee for such dispensation or administration of medication. This agreement does not extend to the indemnification against punitive damages.

ARTICLE XV
FORMAL EVALUATION PROCEDURE

A. NOTIFICATION ASSIGNED EMPLOYEES.

Within two (2) weeks after the beginning of each school term, or in case of employees hired during the school year, within two (2) weeks after they begin work, the principal shall hold orientation meetings in order to acquaint employees with: 1) the formal evaluation procedures established herein, 2) the prevailing standards for evaluations established by the Board, and 3) the instruments to be utilized in the formal evaluation procedure. The employer shall at that time confer with the Association regarding the form of the evaluation instrument. At that time each employee will be advised as to the designated supervisor(s) who will observe and evaluate the employee's performance. Such designated supervisor may be changed from time to time by written notice to the affected employee.

B. FORMAL EVALUATION PROCEDURES

Beginning Teacher:

1. Teachers in the first and second years will be formally observed three times in years one and two. Two formal evaluations must be conducted prior to February 1st. The third observation must be held prior to the required summative evaluation conference to be completed by April 15th.
2. The post observation conference between the principal and the teacher will be held within 10 days following the observation.
3. The final summative conference will be held with the first year teacher on or before April 15th.

See pages 1-10 for beginning teacher details.

Beginning Teacher Mentoring

See pages 11-15 in Evaluation book

Tier II Comprehensive Evaluation for Career Teachers

1. The career teacher will be formally observed once every three years.
2. The teacher and principal will have a follow-up post observation within 10 days of the formal observations.

See pages 16-30 for details.

Tier III Career Teacher Intensive Assistance

The decision to place a teacher in the intensive assistance phase (Tier III) is not subject to negotiation or grievance procedures.

1. A written description of the specific behaviors being addressed will be provided by the evaluator. (Identification of concern) The teacher and evaluator will complete an Awareness Phase together.

2. The duration of the awareness phase shall be no less than one month and no more than three months.
3. If a teacher is placed on the assistance phase, the 1-3 months spent in the Awareness Phase will be included in the 12 months of the Assistance Phase. The time frame will not be an additional twelve months beyond the Awareness Phase.

Assistance Phase Procedures

1. The duration of the Assistance Plan may vary, depending upon the needs of the teacher; however, it may not be for less than six regular school session months nor for more than twelve months.

See pages 31-38 for Tier III details

Individual Teacher Career Plan

1. Individual teachers will develop a career plan that is aligned with the Iowa teaching standards, student achievement goals, student learning and the district goals.
2. An annual conference will be held by May 15th. A new and continuing individual teacher career development plan must be in place by the teacher check out day at the end of the school year.

See pages 39-47 for details.

Iowa Teaching Standards and Criteria (Appendix)

See pages 48-60 for detail.

C. RE-EVALUATION.

Re-evaluation will be accorded upon request if such re-evaluation is reasonable in light of the time left in the school year.

D. PERSONNEL FILE REVIEW.

1. Each employee shall have the right at any time to review the contents of personal, evaluation, or grievance files and make a copy of any document except college recommendations. At the request of the employee, one (1) representative from the Association may accompany the Employee in such a review.

2. The Board or its administrative representative, including building principals, shall not establish any separate personnel files, except for the grievance and formal evaluation files.

3. The Employer shall keep in confidence all contents of the evaluation reports.

4. A copy of any complaints directed toward an employee which is placed in the personnel file shall be forwarded to the employee.

E. PROFESSIONAL GROWTH PLAN

Each year the employee and his/her immediate supervisor shall meet and agree on a goal for professional growth for the employee. They shall use the form in Schedule IV.

ARTICLE XVI
VOLUNTARY TRANSFERS

A. DEFINITION.

The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer.

B. NOTIFICATION OF VACANCIES.

1. Date. The Superintendent shall post in all school buildings a list of the vacancies which occur during a school year for the following school year upon knowledge of such vacancies.

2. Filing Request. Should a vacancy occur during a school semester the Superintendent will post notice of the opening and any employee who is interested shall file a written application for transfer with the Superintendent within fourteen (14) days of posting. The Superintendent shall review all aspects of all applicants' qualification and experience and if applicants are equally qualified in the Superintendent's judgment, which will not be arbitrarily exercised, the applicant with the most seniority in the school system shall be selected for the position. Should the Superintendent deem no applicant qualified for the position, the Board may elect to fill the position with a new employee if it feels a transfer of existing employees would disrupt or adversely affect the educational program of the school and in such a case, the Association will be promptly notified. If the Board elects to not hire a new employee, the position may be filled by an involuntary transfer.

   Employees who desire to transfer for the next semester or year may file with the Superintendent a written statement of such desire, including the grade and/or subject to which the employee desires to be assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than March 1. Should such a vacancy occur and should the Board elect not to fill the position with a new hire, the Superintendent shall review all aspects of all applicant's qualifications and experiences and if applicants are equally qualified in the Superintendent's judgment, which will not be arbitrarily exercised, the applicant with the most seniority in the school system shall be selected for the position. Should the Superintendent deem no applicant qualified, it may be filled by an involuntary transfer or new hire.

3. Notice. As soon as practical, and no later than May 15, the Superintendent shall deliver to the Association a schedule showing the names of all employees who have been transferred or reassigned provided the employer may later make such adjustments as are necessary to properly staff the education program of the District.

ARTICLE XVII
INVOLUNTARY TRANSFERS

A. DEFINITION.

The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer.

B. MEETING AND APPEAL.

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

C. NOTICE.

Notice of an involuntary transfer or reassignment shall be given in writing to the employee within ten (10) days before the transfer is to take effect. An employee may resign or accept a layoff rather than an involuntary transfer or reassignment if such choice is exercised within twenty (20) days after such notice.

D. SELECTION TRANSFER.

Should an involuntary transfer become necessary, the Superintendent, in conference with association representatives, will identify eligible staff members to be transferred. This transfer will be made based on the employee's qualification and experience in the field of transfer. If an agreement cannot be reached, the transfer will be the least senior eligible employee in the school system.

ARTICLE XVIII
IN-SERVICE EDUCATION

A. MOP COMMITTEE, "MAINTENANCE, OVERSIGHT AND PLANNING"

1. Make-up. The MOP Committee shall consist of up to twenty (20) teachers and administrators, with representation from the K-3, 4-6, 7-8, and 9-12 divisions. The Association will designate 7 representatives as follows: One (1) from grades K-1, one (1) from grades 2-3, two (2) from grades 4-6, one (1) from grades 7-8, and two (2) from grades 9-12.

2. Responsibilities. The MOP Committee shall be responsible for planning and evaluating the content and format of any employee orientations or in-service training conducted during the regular workday and the in-school work year. The Superintendent is considered a member of the committee.

3. Release Time. Members of the MOP Committee shall meet during the regular work day after students are dismissed to fulfill their responsibilities.

4. Costs. The Board shall budget such reasonable funds as it deems necessary to defray the cost of in-service programs.

B. INTEREST BASED PROBLEM SOLVING

1. Interest Based Problem Solving is a voluntary problem solving process in which labor and management use consensus decision making in contract settlement and workplace issues.

   Issues that may be considered by the IBPS Team are school year calendars, district vision and mission, collective bargaining and related subject matter, issues of common concern and IBPS training.

ARTICLE XIX
MISCELLANEOUS

A. RESERVED RIGHTS.

Any rights, powers, or remedies vested in the Employer or the employees by reason of Iowa Code Chapter 20 shall be reserved to such parties and shall not be deemed limited by the terms hereof. No provisions of this Agreement shall waive or restrict any right or privilege granted the Employer or any employee by statute, legal precedent, or the Constitution of Iowa or of the United States.

B. STUDENT TEACHING SUPERVISION.

The supervision of student teachers shall be voluntary.

C. BOARD POLICY.

The Board agrees to furnish a copy of the prevailing Board policies in the faculty lounge and main office of each building.

ARTICLE XX
SENIORITY

A. DEFINITION.

"Seniority" as used in this Agreement shall mean an employee's continuous length of service with the South O'Brien Community School District from the employee's latest date of employment.

B. LOSS OF SENIORITY.

The seniority of any employee shall terminate if the employee resigns, is terminated, is laid off for a period exceeding two (2) years, or fails to respond to a recall notice as provided in Article XII. If two or more employees have the same number of years experience then the one who signed his or her contract first shall have seniority.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise in interpreting the terms of this Agreement.

B. DEFINITIONS.

1. A "Grievance" shall be a claim by the grievant that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

2. A "Grievant" shall be a person, group of persons, or the Association filing the grievance.

3. "Party in Interest" shall mean the person or persons, including the Employer and the Association, who might be required to take action or against whom action might be taken in order to resolve the complaint.

C. TIME LIMITS.

1. Time Limits. If the stipulated time limits contained in this Article are not met by the grievant, the grievance shall be deemed dropped. If the Employer's agents do not meet the stipulated time limits contained in this Article, the grievant shall have the right to appeal to the next step of the procedure.

2. Year of Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant or the party in interest the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

D. RIGHTS TO REPRESENTATION.

1. Employee and Association. The grievant shall have the right to representation by one representative selected by the Association at each step of the grievance system. When the Association does not represent an employee, the Association shall be advised in writing of the proposed disposition of the grievance at each step by receipt of a copy of the employer's written answer. The Association shall have three days after receipt of notice of a proposed settlement to request a meeting with the Superintendent to consult regarding such a settlement.

2. Released Time. When it is necessary for a grievant or his/her representative to meet regarding a grievance during the work day, all meetings shall be scheduled to start within one-half (1/2) hour after students are dismissed.

E. PROCEDURE.

1. Step one - Principal (informal). An employee with a grievance shall first discuss it with the principal, either directly or with a representative, with the objective of resolving the matter informally.

2. Step Two - Principal (formal). Within twenty (20) days after the grievance arises the grievant must invoke the formal grievance procedure by delivering a completed grievance form with the signatures of the grievant or parties in interest, to the principal. The principal must, within ten (10) days of receipt of the grievance, render a written response to the grievance. Such action may include a meeting with the grievant, party in interest and representative, if requested by the principal.

3. Step Three - Superintendent. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant shall within ten (10) days of the answer from Step Two appeal in writing to the Superintendent. The Superintendent must, within the following ten (10) days of receipt of the appeal, hold a meeting with the grievant, the representatives, any party in interest, and the principal and respond in writing.

4. Step Four - Binding Arbitration.

   a. If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant shall meet with the Association and if both the grievant and the Association determine that the grievance is meritorious it shall submit a written request for arbitration within ten (10) school days from receipt of the written answer from Step Three by delivery of the request to the Superintendent.

   b. Within ten (10) school days after written request for arbitration, the board and the Association, through its representative, shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, the Board and the Association shall make a written request for a list of arbitrators to the Public Employee Relations Board (PERB). The list shall contain three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional day to remove one of the two remaining names. The person whose name remains shall be the Arbitrator.

   c. The arbitrator shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue the decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. Law shall without power or authority to recommend any decision that requires the commission of an act prohibit the arbitrator or which violates, modifies, or alters the terms of the Agreement. The decision of the arbitrator shall be binding on both parties.

d. The costs for the services of the arbitrator and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. GENERAL PROVISIONS.

1. Separate Grievance File. Any documents and communications between the parties dealing with the processing of a grievance shall be kept separate from the personnel files in a separate grievance file.

2. Group Grievance. If a grievance affects a group or class of employees because of the existence of the same facts and issues, the grievance shall be treated as any other grievance and the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two. The Association may process such a grievance through all steps of the grievance procedure.

3. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated representatives.

4. No Reprisals. No reprisals of any nature shall be taken by the Board or school administration against any grievant or their representatives because of their participation in the grievance procedure.

5. Grievance Forms. Grievance forms shall be as set forth in Schedule I. Copies may be obtained in the office of the principal, the office of the Superintendent, or from the Association representatives.

Schedule IV

South O'Brien Community School

Professional Growth Plan

Name _____ **Position** _____

Building _____ **Principal** _____

1. **Goal (General intent. What will be done?)**

2. **Procedures (How and when will it be done?) Use another sheet of paper if necessary.**

Signatures:

Staff Member _____ **Principal** _____

Date _____ Use the back of this form for follow up notes.

SCHEDULE II

SOUTH O'BRIEN COMMUNITY SCHOOL DISTRICT

2006-07 SALARY SCHEDULE

YEAR	BA	BA+15	BA+30	MA	MA+15
1	$25,000	$26,000	$28,000	$29,000	$30,000
2	$26,000	$27,000	$29,000	$30,000	$31,000
3	$27,000	$28,000	$30,000	$31,000	$32,000
4	$28,000	$29,000	$31,000	$32,000	$33,000
5	$29,000	$30,000	$32,000	$33,000	$34,000
6	$30,000	$31,000	$33,000	$34,000	$35,000
7	$31,000	$32,000	$34,000	$35,000	$36,000
8	$32,000	$33,000	$35,000	$36,000	$37,000
9	$33,000	$34,000	$36,000	$37,000	$38,000
10	$34,000	$35,000	$37,000	$38,000	$39,000
11	$35,000	$36,000	$38,000	$39,000	$40,000
12	$36,000	$37,000	$39,000	$40,000	$41,000
13	$37,000	$38,000	$40,000	$41,000	$42,000
14	$38,000	$39,000	$41,000	$42,000	$43,000
15	$39,000	$40,000	$42,000	$43,000	$44,000
16	$40,000	$41,000	$43,000	$44,000	$45,000
17	$41,000	$42,000	$44,000	$45,000	$46,000

SCHEDULE III
SOUTH O'BRIEN COMMUNITY SCHOOL DISTRICT
2006-07 SUPPLEMENTAL SALARY SCHEDULE

BASE = $3,500

	STEP 1		STEP 2		STEP 3	
	%	PAY	%	PAY	%	PAY
Group A	80%	$2,800	90%	$3,150	100%	$3,500
Group B	64%	$2,240	72%	$2,520	80%	$2,800
Group C	40%	$1,400	45%	$1,575	50%	$1,750
Group D	32%	$1,120	36%	$1,260	40%	$1,400
Group E	24%	$840	27%	$945	30%	$1,050

Group A = Head Coach: Football, Basketball, Softball, Baseball, Music, Speech, Track Volleyball, 7-12 Cross Country

Group B = Head Coach: Golf
Assistant Coach: Football, Basketball, Softball, Baseball, Track, Volleyball, Cross Country, Music, Speech, Cheerleading Sponsor

Group C = Assistant Coach: Golf
Junior High Coach: Football, Basketball, Track, Volleyball, Softball, Baseball, Music
High School/Junior High Annual

Group D = All School Play or Musical

Group E = Student Council; Wolverine Tales; AV Director; Assistant Play or Musical;

Junior Class Sponsor (2)	$500	each
Senior Class Sponsor (2)	$50	each
Academic Team Sponsor (2)	$200	each
Girls Chaperone	$200	
JH Newspaper	$200	
National Honor Society Sponsor	$300	
Web Page Facilitator	$300	
Scorekeeper & Timer	$6	per game
Volleyball Line Judge	$6	per match
JH, 9th, JV Scorekeeper & Timer	$10	per night
Ticket Selling	$10	
Ticket Taking	$10	
Supervision (any)	$10	
Booster Bus	$15	
Driving of a School Bus Only	$0.21	per mile

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon.

SOUTH O'BRIEN COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

BY: Bradley E McDowell DATE: 3-20-06
Board President

BY: [illegible] DATE: 3-21-06
Superintendent

SOUTH O'BRIEN EDUCATION ASSOCIATION

BY: Marlene Kleik DATE: 3/17/06
Chief Negotiator

BY: Brad Van Rooyen DATE: 3/9/06
Association President