TWIN CEDARS CSD/EA 06-07

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PUBLIC EMPLOYMENT
RELATIONS BOARD

2006 - 2007

MASTER CONTRACT

BETWEEN

TWIN CEDARS COMMUNITY SCHOOL DISTRICT

AND

TWIN CEDARS EDUCATION ASSOCIATION

PREAMBLE

The Board of Directors of the Twin Cedars Community School District, hereinafter referred to as the "Board", and the Twin Cedars 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. The parties further recognize that the 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 the community at large.

Whereas, the Board recognizes the teaching personnel as available and qualified sources of information who may be called upon for advice in developing policies and programs designed to improve educational services, and

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

ARTICLE 1: RECOGNITION

A. Unit

The Board hereby recognizes the Twin Cedars Education Association as the certified exclusive and sole bargaining representative for all professional personnel as set forth in the PERB certification Instrument (Case #376) issued by PERB.

The unit described in the above certification is as follows:

INCLUDED: This unit shall be composed of all professional personnel in the Twin Cedars Community School District who are full time or regular part time employees, including classroom teachers, academic, vocational, remedial, physical education, music, art, librarians, and guidance counselors.

EXCLUDED: Excluded from this unit are superintendents, principals, cooks, custodian, bus drivers, secretaries, teacher aides, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act.

ARTICLE 2: PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

When maintaining good faith bargaining, caucuses may be called at any time during the negotiations session. Articles tentatively agreed to shall be initialed by each party and dated

and shall be set aside subject to ratification of the agreement.

B. Request for Meetings

The Board and Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made to the president of the Board or his designated representative. Requests from the Board shall be made to the president of the Association or his designated representative.

> Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Association shall be furnished, on request, regularly prepared information concerning the financial condition of the school including annual financial reports, the proposed budget, and the adopted budget. In addition, the Board and the administration will furnish other pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE 3: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or a provision of any H.F. 499 Phase III Plan agreed to and in effect between the Board and the Association, provided said provision is a mandatory subject of bargaining pursuant to Iowa Code 20.9.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party In Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. 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 affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance shall be filed within 15 days from date of occurrence.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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 a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the forms set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the the grievance shall be transmitted to level three.

5. Level Three - Superintendent

The superintendent or his/her designee shall meet with the aggrieved person and Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The aggrieved person and the Association may bypass the Board and proceed directly to Level Five.

6. Level Four - Board of Education

The Board, no later than its next regular meeting or ten (10) school days whichever is earlier, shall meet with the aggrieved person and the Association on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) days after said meeting. A copy of such disposition shall be furnished to the Association.

7. Level Five - Arbitration

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.

(c) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall 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 the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the 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 school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than Fifteen (15) 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 him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

(e) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses 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.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by

himself/herself, or at his/her option, by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Released Time

When it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation. An attempt will be made to process all grievances outside of the school day.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two through Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, Decisions rendered at Level Five shall be in accordance with the procedures set forth in the Section on Arbitration.

3. Separate Grievance File

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 participant.

4. 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 or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 4: EMPLOYEE RIGHTS

A. Rights and Protection in Representation

The Board, pursuant to Chapter 736A of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right

to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this agreement, and that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of his membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, or the proceedings under this agreement with respect to any terms or conditions of employment.

B. Evaluation of Students

The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Twin Cedars School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without notifying the employee.

C. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE 5: EMPLOYER RIGHTS

The employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the employer by law.

ARTICLE 6: ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The principal of the building shall be

notified of the time and place of all meetings.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the employee mailboxes for communications to employees.

C. Access to Members

Duly authorized representatives of the Association and their respective affiliates, who shall notify the administrator of their presence, shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations.

D. Board Meetings

The Board shall place on the agenda any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office 48 hours prior to said meeting.

E. Released Time

Whenever any representative of the Association or any employee participates during normal school hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in any pay or other benefits.

F. Exclusive Rights

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent a teachers' organization.

G. Dues Deduction

The school will deduct Association dues over a 9 month period, starting in October, for those who sign up. Sign up will be in September.

H. Association Leave

The Twin Cedars Education Association will be granted up to four association leave days a year to carry out Association business.

ARTICLE 7: WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in schedule B which is attached hereto and made a part thereof. Base salary is set at $23,000.

B. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step

on the schedule for each year of service until the maximum for their educational classification is reached.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible stop on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than 10 days after the beginning of the first semester.

Employees moving horizontally on salary schedule will move down only one vertical step.

3. Career Increment

Employees reaching the top step of the BA+24, MA and MA+15 lanes will receive an annual career increment of 1% of the BA base after remaining at that step for two years. Employees at the top of the BA + 24 lane, MA lane, and MA + 15 lane will stop receiving annual increases of career increments after ten (10) years. Example:
1994-95 employee reaches top step. Career increment will begin 1997-98. 1997-98 - 1% base; 1998-99 - 2% of base; 1999-2000 - 3% of base, etc.

C. Method of Payment

1. Pay Periods

Each employee shall be paid on the 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

2. Exceptions

(a) When a pay date falls on a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

(b) Employees who are new in the teaching profession may, at their option, elect to receive up to $200.00 of the first salary installment after the completion of the first 10 work days of employment.

3. Summer Checks

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

Employees with 30 years of service will have the option of receiving their checks on a 10 or 12 month basis. Eligible employees must notify administration at the time the new contract is signed whether electing 10 month or 12 month payment.

ARTICLE 8: SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule C are official school-sponsored activities.

2. Rates of Pay

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

B. Expenses of Traveling Employees

Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the state approved rate.

ARTICLE 9: INSURANCES

The Board of Education shall select insurance carriers for Group Insurance of all professional employees.

The coverages are coordinated, through policy forms, with other policies in force covering any employee, Social Security and Workers' Compensation included.

Medical coverage is for physician's care, hospitalization, and major medical. There are two premium groups: Persons under 65, persons 65 and over with dependent coverage available.

Long Term Disability has a 120 day waiting period, is coordinated as above, including sick leave, pays 60% of monthly compensation up to $3,000.00: the District pays 100% of premium.

The District pays balance of single health insurance per month for all insured employees.

$4.00 - Employee
District - Family Dependents – Balance of Single
Balance-Dependents-Paid by Employee

A maximum of $40.00 per certified employee is allowed toward purchase of $10,000 Life Insurance.

Insurance benefits in health, LTD, and Life coverage are available only to those employees who are employed on a full school year basis for at least 50% of a school day. Half time employees will receive half as much Board contribution toward health insurance as full time employees. Half time employees will receive full benefits LTD and Life. Employees who are more than half time (determined by base salary) will receive the same insurance benefits as full time employees.

- $500 single/$1000 Family Deductible
- In-Network Office Visits- $15 then insurance pays 100% of covered charges.
- Non-Network Office Visits-Not applicable. Calendar year deductible and coinsurance apply.
- 80%/20% In-Network Coinsurance
- 60%/40% Non-Network Coinsurance
- $1,500 Single/$3,000 Family Out of Pocket
- $5,000,000 Lifetime Maximum Benefit
- $10/$25/$40 Retail Prescription Drug
- $20/$50/$80 Mail Order Prescription Drug

ARTICLE 10: SICK LEAVE

A. Accumulative Benefits

Employees are granted leave of absence for personal illness or injury with full pay in the following amounts:

1. The first year of employment	10 days
2. The second year of employment	11 days
3. The third year of employment	12 days
4. The fourth year of employment	13 days
5. The fifth year of employment	14 days
6. The sixth and subsequent year of employment	15 days

The above amounts shall apply to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of ninety days. Sick leave earned for the current year will be used prior to deducting from the 90 accumulated days. The school board shall in each instance, require such reasonable evidence, as it may desire confirming the necessity for such leave of absence. A maximum of four (4) days of employee of sick leave per year will be granted for any sick family member.

ARTICLE 11: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

As of the beginning of the 1976-77 school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Personal

Each employee shall be allowed two days of personal leave during each school year for the purpose of attending to personal or business affairs that cannot be taken care of during non school days or hours. The requesting employee shall give not less than 48 hours advance notice by filling out and filing in the office of the principal a form prepared for that purpose. Employees will be required to state the reason for requesting personal leave. Each employee will be able to carry over one (1) day of personal leave from the previous year, not to accumulate more than three (3) days. Personal leave will be granted based on the availability of a substitute when necessary.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided such time. Any fees or renumeration the employee receives during such leave shall be turned over to the Twin Cedars school system.

3. Professional

Professional leave may be granted for educational purposes at the discretion of the administration. The employee planning to use a professional leave day shall notify his/her Principal by filling out and filing a form prepared for that purpose at least one week in advance of the requested absence. Professional days may be used for the purpose of professional improvement which will be of benefit to the district.

4. Bereavement

5 days

Spouse, child, parents, father in law, mother in law, brother, sister, grandparents, grandchild.

3 days

Son in law, daughter in law, brother in law, sister in law, members of immediate household.

1 day

Other relatives and personal friends

The school board may in each instance (of illness jeopardizing the life), require such reasonable evidence as it may desire confirming the necessity for such leave of absence. Additional Bereavement Leave could be granted at the discretion of the superintendent.

ARTICLE 12: EXTENDED LEAVES OF ABSENCE

A. Parental Leave Policy

Sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically indicated for termination and recommencement of duties as hereinafter provided.

An employee who is pregnant shall inform her building principal of her expected date of confinement not later than the beginning of the fourth month of pregnancy. At that time, the employee shall give notice in writing to the principal of the expected date of childbirth, whether the employee plans to continue to perform her duties during the period of pregnancy, the date when she expects to commence her leave for maternity, and the date she expects to return to school following childbirth. Should the employee not plan to return to work after the time of her medical confinement, she shall inform her principal in writing not later than the end of the sixth month of pregnancy.

The determination of the dates maternity leave shall commence and terminate shall be made by the building principal in consultation with the employee and pursuant to this policy. The date of commencement and termination of maternity leave shall be the date medically indicated as hereinafter provided. If the employee plans to return to work following childbirth, she shall report to work within fifteen days of the date of discharge from the hospital unless such resumption of duties is medically contraindicated.

Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected, and the employee is physically capable to continuing to perform her duties. The employee shall provide a statement from her physician stating that she is physically capable of continuing to perform her duties during pregnancy. The employee shall report changes in her condition as they may affect her performance. Following childbirth, the employee shall furnish a statement from her physician that she is physically capable of resuming her duties and on what date.

Where maternity leave has been approved the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the building principal. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time

medically indicated.

The determination whether the employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the principal, the employee, and the employee's physician, and may also be in consultation with a physician of the school district's choosing. In the event of a difference of opinion between the employee's physician and the school district's physician, a third physician chosen by the employee and the board, or in the event they cannot agree, by the County Medical Society, shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

If the date for the commencement of maternity leave or the date for resumption of duties would interfere with the administration of the school or the continuity of the administration of the school or the continuity of the educational process, the requested date may be changed by the principal to assure efficient administration of the school to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students than participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

The principal may require the employee to discontinue performance of her duties upon a determination that the employee's performance has substantially declined from her performance prior to pregnancy.

In the event the date of commencement or termination of maternity leave, as provided in this policy, is changed for other than medically indicated reasons in order to avoid interference with the administration of the school or the continuity of the educational process, any additional days of leave shall not be reimbursed as sick leave.

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

B. Public Office

A leave of absence without pay not to exceed 1 year or to coincide with the term of office, shall be granted to any employee, upon application, for the purpose of serving in a public office. An employee shall be placed on the salary schedule at the highest position earned before the requested leave of absence.

C. Family Illness

A leave of absence without pay for up to 1 year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Educational Improvement

A leave of absence without pay of up to 1 year may be granted to any employee upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. An employee shall be placed on the salary schedule at the highest position earned before the requested leave of absence.

E. Outside Teaching

A leave of absence without pay may be granted for up to 1 year for an employee who joins VISTA, or the National Teacher Corps, or who serves as a teacher in any domestic or overseas program or institution. An employee shall be placed on the salary schedule at the

highest position earned before the requested leave of absence.

F. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Board.

ARTICLE 13: EMPLOYEE WORK YEAR

A. In-School Work Year

1. Regular Contract

The in-school work year for employees shall not exceed 190 days. New teachers to the district shall be issued contracts for 192 days.

2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation and any other days on which employee attendance is required.

3. Non-Attendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Holidays

The regular and extended contract of employees shall include at least 4 paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, and New Years Day. No employees shall be required to perform duties on any of the above holidays.

C. School Calendar

The school calendars effective during this Agreement shall be set forth in Schedule D.

ARTICLE 14: EMPLOYEE HOURS AND LOAD

A. Workday

The employees normal workday shall be from 7:45 AM to 3:45 PM. On normal workdays employees may be given permission, at the discretion of the administration, to leave early after completion of all of their assigned duties. On Fridays or on days preceding holidays or vacations, the employees day shall end 5 minutes after close of the pupil's day.

B. Preparation Time

It is desirable for each employee to have an uninterrupted preparation period each day. The administration will endeavor to schedule classes so this can be accomplished but it is recognized that there may be instances where this may not be possible, or prudent, for good classroom management.

C. Meetings

1. Faculty and Other

Employees may be required to attend faculty meetings before or after the regular scheduled classes.

ARTICLE 15: REDUCTION OF STAFF

When, in the judgment of the Board of Education, staff must be reduced because of decline in enrollment, reduction of program or any other reason, the administration shall attempt to accomplish same by attrition.
In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence, and qualifications of available teachers to do the available work. The following categories will apply: PK through 6th grade and 7th through 12th grade. If a choice must be made between two or more teachers of equal skill, ability, competence, and qualifications to do the available work, contract renewals will be given to the teachers with the greater full-time continuous length of service in the district.

Any allegations that there has been a violation of this clause shall not be subject to nor processed through the grievance and arbitration procedure provided by this agreement.

Reduction of Staff - Recall

Faculty members who have been terminated because of staff reduction will be eligible for recall to permanently vacant positions for which they are certified and qualified by virtue of previous successful experience in the subject matter and grade level with acceptable academic preparation.

The recall period shall be for a period of two years from the date of the Superintendent's notice to the teacher that his/her contract is being considered for termination.

The teacher shall notify the Superintendent in writing within ten days of the termination notice that he/she is willing to be recalled and shall notify the Superintendent in writing of any address change within ten days of such change.

Failure to accept available work shall result in loss of eligibility of recall rights.

ARTICLE 16: HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties. The cost of the new employees physical shall rest with the employee.

B. Physical Fitness - Continuing Employees

The Board shall pay $75.00 towards the physical required every three years.

ARTICLE 17: FAIR DISMISSAL

The contract which an employee signs for the current school year will automatically renew upon all of the same terms and conditions unless the Board begins action to terminate the contract by March 31. In the event the Board does begin action to terminate the employee's contract all of the rights under Section 279.13 of the Code of Iowa will apply.

ARTICLE 18: EMPLOYMENT EVALUATION

A. The classroom teaching performance of regular full-time first, second and third year classroom teachers shall be formally evaluated a minimum of twice each school year. Beyond the third year of service, classroom teachers will be formally evaluated as deemed practical and possible by the administration. However, if the teacher has successfully completed a probationary period of employment for another school district located in Iowa, the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

B. Within six (6) weeks after the beginning of each school year teachers shall be acquainted by a principal or appropriate supervisor with the evaluation procedure to be observed.

C. Results of the minimum number of formal classroom observations provided for in A, above, shall be in writing with a copy to be given to the teacher, and shall be proceeded by an in-class observation of the teacher's performance.

D. The evaluator shall have a meeting with the teacher within twenty (20) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

E. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. The evaluator shall attempt to identify all deficiencies. If deficiencies are identified, the evaluator will provide the employee with a suggested plan for improvement which will be designed with a goal toward eliminating the alleged deficiencies. Following this procedure, reevaluation shall be accorded the employee in compliance with the procedures of this Article.

F. All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher. The purposes of evaluation are improvement of professional performance and contract renewal.

G. This Article deals with but a single method of teacher evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the administration of the school district.

ARTICLE 19: VOLUNTARY TRANSFERS

A. <u>Filing Requests</u>

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the (2nd) semester.

ARTICLE 20: COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement

If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Separability

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board and the Association. The Agreement shall be presented to all employees now employed, hereafter employed, and the Board shall provide the Association with 10 additional copies.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so verbally or 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 Association, to Board at Twin Cedars Community School Attn: Board President

2. If by Board, to Association at Twin Cedars Community School Attn: Association President

E. Duration Period

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

The Association and Board will attempt to have yearly negotiations tentatively settled by December 15.

This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted under the procedures set forth in ARTICLE 2: Procedure For Negotiations.

F. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the

Twin Cedars Education Association	Twin Cedars Board of Education
Association	Board of Education

By _____
Its President

By _____
Its President

By _____
Its Chief Negotiator

By _____
Its Chief Negotiator