Van Buren CSD Van Buren EA 7/1/2006 6/30/2007

VAN BUREN CSD/EA 06-07

MASTER CONTRACT

between

the

VAN BUREN COMMUNITY SCHOOL DISTRICT

and the

VAN BUREN EDUCATION ASSOCIATION

2006-2007

PREAMBLE

The Board of Directors of the Van Buren Community School District, hereinafter referred to as the Board, and the Van Buren Education Association, hereinafter referred to a 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 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.

Nothing in this agreement will supersede the Iowa Code and/or the administrative rulings of the Department of Education of the State of Iowa.

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

ARTICLE I: RECOGNITION STATEMENT

A. Unit

The Board of Directors of Van Buren Community School District, hereinafter referred to as the Board, recognizes the Van Buren Education Association, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all contracted professional staff as stated in PERB certification.

B. Definitions

1. The term "Board", as used in this agreement, shall mean the Board of Education of the Van Buren 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 Employment Relations Board.

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

4. The term "PERB", as used in this agreement, shall mean the Public Employment Relations Board or its duly authorized representative or agents.

ARTICLE II: PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations requires a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Articles tentatively agreed to shall be initialed by each party, and shall be set aside subject to ratification of the agreement.

B. Requests for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the president of the Board or his designated representative. Requests from the Board for negotiation shall be made in writing 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 fifteen (15) 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 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 all the necessary power and authority to make proposals, counterproposals and to reach tentative agreement on items being negotiated.

D. Access to Information

The Board agrees to furnish the Association such information as is available in its present form requested by the Association for developing negotiation proposals on behalf of the employees, together with information which may be necessary for the Association to fulfill its obligation to effectively represent employees in the processing of any grievance.

ARTICLE III: IMPASSE PROCEDURES

Impasse procedure shall be set out as in Section 20.19 of the current Code of Iowa and the relating Sections in regard to impasse.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean that there has been an alleged violation, misinterpretation or misapplication of the provisions of this agreement.

B. Purpose

1. This agreement shall give all covered employees the right to present grievances in accordance with indicated procedures. In the occurrence of a common or repeated grievance by several employees, a collective grievance shall be signed by the president of the Association or chairman of Rights Committee, who shall be responsible therefore.

2. The failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Failure of an administrator to follow the time limits shall permit the grievance to proceed to the next step.

3. Investigation, handling, or processing of any grievance by the grievant shall be conducted so as to result in no interference or interruption of the instructional program and work activities of the grievant, certified staff, or the school administration.

4. Proceedings will be kept informal and as confidential as may be appropriate at any level of the procedure.

C. Procedure

1. First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal. The grievant shall, upon request, be represented by the Association at all steps. (See sample form last page.)

2. Second Step:

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance.

Within five (5) school days of the filing of the formal written grievance, the principal and the grievant shall meet at a mutually agreeable time to discuss the matter. The principal shall make a decision on the grievance and communicate such in writing to the grievant, the superintendent, and the VBEA Rights chairperson within ten (10) school days of the second step grievance meeting.

3. Third Step:

If the grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the receipt of the principal's written decision, a copy of the grievance with the superintendent. Within five (5) school days of receipt of the written grievance, the grievant and the superintendent, or a designee of the superintendent, shall meet to resolve the grievance. The superintendent or designee shall make a decision on the grievance and communicate such in writing to the grievant and the VBEA Rights chairperson within ten (10) school days of the third step grievance meeting.

4. Fourth Step:

If the grievance is not resolved satisfactorily at Step 3, a fourth step or impartial binding arbitration is available. The Association may submit in writing to the superintendent within thirty (30) days from receipt of the Step 3 answer a request for arbitration on behalf of the Association and the grieving employee. Arbitration shall proceed as follows:

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators shall be made to the PER Board by either party.

The arbitrator so selected shall confer with representatives of the Board and the Association. Hearings shall be held promptly and a decision issued not later than thirty (30) days from the date of the close of the hearing. If hearings have been waived, a decision will be issued within thirty (30) days from the date final statements and proofs on the issues were submitted to the arbitrator. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The authority of the arbitrator shall be strictly limited to deciding only the issues presented in writing by the Board and the Association.

Decision must be based solely and only upon interpretation of the meaning or application of the expressed relevant language of the agreement.

Expenses for the arbitration services shall be borne equally by the Board and the Association.

5. If both parties agree, the procedural time schedule for processing a grievance can be waived at any point of any step.

D. Year-End Grievance

In the event a grievance is filed that cannot be processed through all the steps of the grievance procedure by the end of the school year, and if unresolved could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

ARTICLE V: RIGHTS

A. Management Rights

The school district shall have all the powers, duties and rights established as set out in Section 20.7 of the current Code of Iowa, with all the rights and privileges given thereunder.

B. Association Rights

1. Use of Facilities:

Association members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings. Any equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment may be used when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

2. 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. The Association may use the district mail services and employee mailboxes for communications to employees.

3. Access to Members:

Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided such shall not interfere with or interrupt normal operations. If the building principal determines that abuse of the privilege is occurring, permission for continued access shall need to be granted by the superintendent.

4. Board Meetings:

The Board shall place on the agenda of each regular Board meeting under "New Business" any matters brought for consideration by the Association provided that such matters are made known to the Superintendent's Office forty-eight (48) hours prior to the Friday before publication of the agenda in the newspaper.

5. Exclusive Rights:

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

C. Employee Rights

1. Rights and Protection in Representation:

The Board recognizes the right of all employees to organize, join and support an employee association.

ARTICLE VI: SALARIES

A. Definition of Educational Lanes

The following provisions are not retroactive. All employees will be credited with currently approved hours:

1. The B.A. Schedule shall apply to all employees holding a Provisional, Educational, or Permanent Teaching Certificate and possessing a Baccalaureate Degree from an accredited college or university.

2. Graduate semester credit hours in the academic teaching field approved by the superintendent prior to course enrollment shall apply to all salary lanes beyond the B.A. Such prior approval shall be valid only for a six month period. Only a valid transcript is acceptable evidence of successfully completed course work.

3. Employees shall notify the Superintendent when pursuing degrees which will lead to salary schedule advancement.

4. All hours of employees holding a Provisional, Educational or Permanent Teaching Certificate and possessing a Master's Degree in any educational area from an accredited college or university shall be evaluated by the superintendent for a salary schedule placement. Credited hours shall be eligible for approval by the Iowa Board of Educational Examiners for licensure. No employee possessing a Master's Degree shall be placed in a salary lane less than the M.A.

B. Advancement on the Salary Schedule

1. Horizontal advancement on the salary schedule to the next salary lane allowed if the teacher presents evidence in accord with Section A.2. of this Article not later than September 15 of the contractual year.

2. Any teacher remaining at the highest step of the BA lane for more than two additional years effective 1991-92 shall be frozen at that second year salary until horizontal movement is obtained through educational advancement.

C. Prior Teaching Experience

Prior teaching experience will be evaluated by the superintendent who will recommend schedule placement to be approved by the Board of Directors. The Board reserves the right to give additional credit if it deems necessary or appropriate in case of special need as determined by the Board. Ninety (90) or more teaching days in a single contractual year all in the Van Buren Community School District equals one year of experience.

D. Base Salary Index

For the school year 2006-2007, the base salary shall be $23,900. Index factors shall be .04 horizontal and .04 vertical.

The increments, lanes and steps on the salary schedule remain unchanged and shall not be bargained for a period of one (1) year until the school year 2006-2007 for the 2007-2008 master contract year.

Career increments will apply to those employees who will remain at the top of the salary schedule.

Any district-received money under Phase I or Phase II (HF 499) shall be included in the calculation of the base salary and shall not be in addition to the base salary.

E. Method of Payment

1. Regular payment shall occur on the 20th of each month.

2. When a paydate falls on a non-work day, a school holiday, or on a Saturday or Sunday, the employees shall receive their paychecks on the last previous working day.

3. Employees shall opt at the beginning of each employment year to receive all payment due in either ten (10) or twelve (12) equal installments. The option elected shall remain in effect for one contractual year.

4. Payment for any additional (Non-Phase III) optional inservice time shall be in full day increments. Increments of less than a full day shall be paid altogether with the June paycheck.

F. Reduction in HF 499 Funding

Any reduction of revenue provided by the state as a result of Phase I or Phase II (HF 499) shall result in an equivalent dollar for dollar reduction on a pro-rated full-time equivalent teacher basis. The base salary adjustment, if necessary, will be made as nearly as possible in equal reductions of the remaining payments of the teacher's contractual year.

G. 2006-2007 Supplemental Pay

For the school year 2006-2007, employees assigned extra duties shall be compensated at the indicated percent of $23,900 depending upon the number of years completed at Van Buren in the given activity as indicated in the supplemental pay table listed below.

Duty	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	26-30 Years
Activities Director	16	17	18	19	20	21
Varsity Coach - FB, W, BB, BB, SB, T, VB	13	14	15	16	17	18
Varsity Coach - CC, G	11	12	13	14	15	16
Assist. Varsity Coach - FB(3), W(1), BB(2), VB(1), T (1-Boys), BB(1), SB(1)	10	11	12	13	14	15
7th & 8th - FB, BB, T, W, VB, SB	7	7.5	8	8.5	9	9.5
High School Music (Band/Vocal)	12	13	14	15	16	17
Music Performance*	0.4	0.45	0.5	0.55	0.6	0.65
Elementary Fine Arts 2 Performances - each	0.65	0.7	0.75	0.8	0.85	0.9
6th Grade Music 2 Performances - each	0.65	0.7	0.75	0.8	0.85	0.9
Summer Band - Per week for a max of six (6) weeks	0.9	0.95	1	1.05	1.1	1.15
Concessions Director	11	12	13	14	15	16
Yearbook Advisor	6	6.5	7	7.5	8	8.5
Newspaper Advisor	3	3.25	3.5	3.75	4	4.25
Junior Class Sponsor (2)	0.6	0.65	0.7	0.75	0.8	0.85
Senior Class Sponsor (2)	0.6	0.65	0.7	0.75	0.8	0.85
Girls' Chaperone (V & JV)	3	3.25	3.5	3.75	4	4.25
Cheerleading - FB, BB, W	1.7	1.8	1.9	2	2.1	2.2
Dramatics - (Per production of 3-Act plays) per year	6.5	7	7.5	8	8.5	9
7th & 8th Grade Drama	3	3.25	3.5	3.75	4	4.25
Flag Instructor	3	3.25	3.5	3.75	4	4.25
Rhythm Squad	5	5.5	6	6.5	7	7.5
Secondary Art Show - Two (2) shows - each	0.65	0.7	0.75	0.8	0.85	0.9
Clubs - Art, Etc., FFA, IA, Letter Club, Spanish, Student Council, FCCLA and NHS	0.45	0.5	0.55	0.6	0.65	0.7

*Instrumental Music - Music Performance Limited to:

7th Grade - 2 performances - instrumental, 2 performances - vocal

8th Grade - 2 performances - instrumental, 2 performances - vocal

(The District reserves the right to retain the services of individuals aside from the certified staff.)

Admissions:

Employees shall be paid a projected $12 per event for their services in co-curricular and extra-curricular activities. Said funds shall be paid at the end of the school year at the rate of $12 per event.

Supervised Activities:

Employees shall be paid at the rate of fifty ($50) dollars per session when acting as the responsible supervisor of an activity or at the rate of twenty ($20) dollars per session when assisting the responsible supervisor in the supervision of activities, which occur outside of the normal week day and outside of any regularly contracted or normally assigned responsibility. Volunteers to supervise such activities shall be first sought. If there are insufficient volunteers, the district may assign employees to supervise the activity. No employees shall be assigned to supervise more than once during the school year. In the event the administration discovers a need for supervision within hours of an activity taking place, the procedures for request of volunteers shall be suspended and direct assignments shall be made.

H. Curriculum Writing:

Teachers agreeing to serve on a district appointed curriculum committee for the purpose of reviewing and rewriting curriculum on a cyclical basis as established by board policy shall be reimbursed at an hourly rate equivalent to the average teacher's basic scheduled salary divided by the regular contracted days, divided again by eight. Maximum reimbursable hours per teacher shall be sixty (60) hours, which shall include hours spent in curriculum review meetings, established by the curriculum coordinator and held during the school year, and which extend beyond the normal work day. The major portion of curriculum writing shall occur at the end of the school term, with the hours and location of work, consistent with a normal work day during the school year, established by the curriculum coordinator.

No payment will be made unless a curriculum product acceptable to, and approved by, the Board of Directors is completed.

($23,900 BASE)
(4.0 X 4.0 INDEX)

VAN BUREN COMMUNITY SCHOOLS
2006-2007 SALARY SCHEDULE

Salary
CALC III

EXPER./ED	2 BA	3 BA+12	4 BA+24	5 MA	6 MA+12	7 MA+24
BASE	23,900 1.00	24,856 1.04	25,812 1.08	26,768 1.12	27,724 1.16	28,680 1.20
1	24,856 1.04	25,812 1.08	26,768 1.12	27,724 1.16	28,680 1.20	29,636 1.24
2	25,812 1.08	26,768 1.12	27,724 1.16	28,680 1.20	29,636 1.24	30,592 1.28
3	26,768 1.12	27,724 1.16	28,680 1.20	29,636 1.24	30,592 1.28	31,548 1.32
4	27,724 1.16	28,680 1.20	29,636 1.24	30,592 1.28	31,548 1.32	32,504 1.36
5	28,680 1.20	29,636 1.24	30,592 1.28	31,548 1.32	32,504 1.36	33,460 1.40
6	29,636 1.24	30,592 1.28	31,548 1.32	32,504 1.36	33,460 1.40	34,416 1.44
7	30,592 1.28	31,548 1.32	32,504 1.36	33,460 1.40	34,416 1.44	35,372 1.48
8	31,548 1.32	32,504 1.36	33,460 1.40	34,416 1.44	35,372 1.48	36,328 1.52
9	32,504 1.36	33,460 1.40	34,416 1.44	35,372 1.48	36,328 1.52	37,284 1.56
10	33,460 1.40	34,416 1.44	35,372 1.48	36,328 1.52	37,284 1.56	38,240 1.60
11		**$300** **LONGEVITY**	36,328 1.52	37,284 1.56	38,240 1.60	39,196 1.64
12			37,284 1.56	38,240 1.60	39,196 1.64	40,152 1.68
13			**$400** **LONGEVITY**	39,196 1.64	40,152 1.68	41,108 1.72
14				40,152 1.68	41,108 1.72	42,064 1.76
15				**$500** **LONGEVITY**	**$600** **LONGEVITY**	43,020 1.80
16						**$700** **LONGEVITY**

ARTICLE VII: DUES - DEDUCTIONS

A. Authorization

1. Any employee who is or desires to become a member of the Association will be issued an authorization card by the Association. The Association is responsible for informing employees, distributing cards and returning the signed authorization cards to the Board Secretary authorizing payroll deduction of professional dues. The Association shall provide the Board Secretary with a list of members and monthly amounts to be deducted for the entire ten (10) month deduction.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct monthly one-tenth (1/10) of the total dues from the regular salary check of the employee beginning in September and ending in June of each year. All employees who participate in dues deduction agree to use the same deduction plan which shall be filed with the Board Secretary not later than September 10 of each year. The Board shall not be required to deduct special assessments or any political action committee dues.

C. Duration

Authorization for dues deductions shall continue in effect from year to year unless revoked by thirty (30) days written notices to the Board and to the Association. Upon termination of any employee, authorization for dues deduction shall automatically end with the employee's final paycheck.

D. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

E. Cost

1. The Association will pay $50.00 annually for secretarial cost incurred in payroll deduction for professional dues.

ARTICLE VIII: TRANSFER PROCEDURES

A. Voluntary Transfers

1. Definition:

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

2. Notification of Vacancies

a. Date: The superintendent shall deliver to the Association secretary a list of the vacancies which occur during the school year and for the following year upon Board determination that such vacancies exist.

b. Filing Requests: Employees who desire a 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 transferred in order of preference. Such requests for transfers for the following year shall be submitted not later than April 15, or December 1 for the second (2nd) semester. For Board determined vacancies occurring after December 1 and April 15, the superintendent shall notify the VBEA president within ten (10) school days.

3. Procedure

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If an employee's request for transfer has been denied, a renewed and subsequent request the following school year will be considered under the conditions described, unless there is no available position to which the employee can be transferred.

If more than one employee has applied for the same position, the Board will give consideration to certification, advanced preparation, performance evaluation and, lastly, seniority. Present employees shall be first considered by the Board. The Board shall then consider all the available candidates for the position.

B. Involuntary Transfers

1. Definition:

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

2. Use of Voluntary Requests

Voluntary requests for available positions will be considered before an involuntary transfer is completed.

3. Notice

Notice of an involuntary transfer shall be given in writing to the employee involved as soon as practical and in no case later than April 15, unless an emergency arises as determined by the administration.

4. Procedure

An involuntary transfer will be made only to prevent undue disruption of the instructional program or to assist in the operational requirements of the school system, in the opinion of the administration.

ARTICLE IX: PROCEDURES FOR STAFF REDUCTION

In the event the Board determines that it is necessary to have a reduction in staff, the Board shall attempt to accomplish such by attrition. In the event that necessary staff reduction cannot be accomplished by attrition, the following procedures shall be followed:

A. Order of Reduction

1. Specially Funded Programs: Employees whose positions are dependent upon district receipt of special funds (Title I and other funded programs) shall be a category for reduction unto themselves. Each special funding group shall make a category. If funding reductions occur or staff reduction is deemed necessary, such reduction shall occur when the reduction need is determined and within the category and according to Section B. Contracts of employees engaged in fully funded programs shall indicate contracts are dependent upon receipt of special funding. Provisions of Chapter 279 of the Iowa Code shall apply; however, should the funds not be verified by the pertinent dates as provided for in Chapter 279, the administration is required to undertake termination proceedings. In the event funds are provided and are verified by the administration, termination proceedings will be withdrawn and held null and void, save and except other valid reasons for termination not in any way connected with funding.

2. Regularly Funded Programs: Employees whose positions are funded through regular funding procedures shall be grouped for staff reduction purposes into the following categories: Grades K-6; Grades 7-12; Grades K-12 Special Teachers (P.E., Music, Art). If reduction is deemed necessary by the administration, such reduction shall occur according to Section B within the above named categories.

B. Given the necessity to maintain the most competent and qualified staff available, the Board, in determining which employees are to be reduced, may consider:

1. The need to maintain the programs of the district.

2. Certification.

3. Performance evaluation.

4. If the above considerations are equal among affected employees, the least senior employee will be reduced.

C. Seniority Defined

Seniority means an employee's length of full-time continuous service with the district since the employee's last semester of hire. A part-time teacher shall accrue seniority on a pro-rata basis.

Once the decision identifying the teacher(s) to be reduced has been made, the parties shall follow the procedures spelled out in Sections 279 of the Iowa Code.

D. Recall

Reduced employees shall advise the superintendent of their current addresses and other employment during layoff. Reduced employees shall have recall rights and shall be recalled in inverse order of termination for one year to any position which becomes available with the category from which the employee was reduced, or to a position where the employee is certified and qualified. Employees reduced within 30 days of each other shall be considered to have the same termination date, and the Board shall use the criteria in section B in determining the order of recall. If one (1) year has elapsed since their reduction, reduced employees have no recall rights. If an employee fails to notify the superintendent of a change of address or fails within ten (10) days of receipt of notice of recall to advise the superintendent of desire and availability to return to work, individual recall rights shall terminate. Specially funded employees shall have equal recall rights with regularly funded employees. If a reduced employee is recalled for any certified teaching duties with the district and refuses the same, then all recall rights are no longer in effect.

ARTICLE X: EVALUATION PROCEDURES

A. Notification-Assigned Employees

Within four (4) weeks after the beginning of each school term, the building principal or appropriate supervisor shall notify each employee under their supervision that they will be evaluated and will advise such employee as to which designated supervisors will observe and evaluate their performance. The purpose of this notification is to achieve mutual understanding and no evaluation shall take place until such notification has been given.

B. Procedures

1. Formal classroom observation and/or evaluations will be made by an administrator or educational consultant designated by the superintendent at least once a semester for first and second year employees, and once every three years for all other employees according to state mandates.

2. All formal observations and/or evaluations of employees will be conducted with full knowledge of the employees. The evaluation process may include all aspects of the employee's contractual obligations and is not restricted to classroom observations only.

3. The employee and the evaluator will jointly set a date to confer within ten (10) school days following the evaluation. The evaluation will be signed by both parties concluding the follow-up conference. The employee may comment on the evaluation form regarding evaluation material, which is placed in the employee's file. Such notations will become part of the employee's file.

4. Employees may have the right to inspect their personnel file every 30 days or more regularly, as the employee and the administrator may agree, so as to be current with all evaluations made.

5. Employees receiving a general rating "FAILS TO MEET STATE STANDARDS" on their evaluation shall be put on "intensive assistance."

6. If following intensive assistance, re-evaluation results do not meet state standards the employee may be dismissed. Remediation shall not be required for coaching positions.

C. Grievance

Employees have the right to grieve all formal written evaluations and written observations where criteria has been misapplied or ignored.

ARTICLE XI: LEAVES

The following leaves, except personal days, are available to employees covered by this agreement in increments of 1/4, 1/2, 3/4 or full day.

A. Sick Leave

Sick Leave Defined: Sick leave is available for utilization when the health condition of the employee is such that any of the following conditions exist: (1) Precludes effective job performance, (2) Endangers the health of the employee, (3) Endangers the health or well being of those with whom the employee comes in contact, (4) Quarantined or medically restricted, (5) Injured, (6) Receiving therapy for a diagnosed illness or injury, (7) During period of convalescence, (8) Referred to a medical specialist outside of the local area.

Sick leave is not applicable to the following: (1) Routine non-emergency dental care, (2) Dental care for cosmetic purposes, (3) Routine physical examinations, (4) Cosmetic medical procedures of a non-critical nature.

1. Sick leave shall be granted according to the following schedule:

First year	10 Days
Second year	11 Days
Third year	12 Days
Fourth year	13 Days
Fifth year	14 Days
Sixth year	15 Days

2. The above amounts shall apply only to consecutive years of employment in the district.

3. Unused portion of sick leave is cumulative to a total of one hundred and five (105) days.

   Any teacher having accumulated less than one hundred and five (105) days of unused sick leave and having made contributions to the sick bank shall be allowed to withdraw all unused contributed sick bank days and add such days to their accumulated sick leave.

   Any teacher now having more than one hundred and five (105) days of accumulated sick leave shall retain the amount accumulated plus any contributed sick bank days. No additional leave days shall be added until the accumulated total falls below one hundred and five (105) days at the beginning of the school year.

   All teachers will be credited with appropriate new sick leave upon performance of their first new contractual duty day. New credited leave shall not bring the accumulated total to more than one hundred and five (105) days.

4. Any amounts due an employee under this Article shall be reduced by benefits payable under Section 85.33 and 85.34, Subsection 1, of the State Code of Iowa.

5. The school administration may require such evidence as is reasonable, in the view of the administration, to establish or confirm illness.

6. Employees shall receive written accounting of sick leave days accumulated at the beginning of each school year.

B. Extended Leave of Absence

1. An employee who is unable to work during the contract year because of serious personal illness and who has exhausted all sick leave available may be granted a leave of absence without pay. The leave of absence shall be for the duration of the illness or the teaching contract, whichever is shortest. The leave may be renewed each year upon written request of the employee and approval by the board.

2. The Board agrees to make available all fringe benefits provided by this agreement for the duration of said leave at the expense of the employee, and provided that the insuror agreement contains such coverage.

3. Active re-employment is to be in the available position for which the employee is best qualified upon return to duty, in the opinion of the administration. Re-employment shall be at the same step on the salary schedule.

4. Extended leave of absence time does not add to seniority.

C. Temporary Leaves of Absence

1. Employees may be entitled to the following temporary non-accumulative leaves of absence:

a. Personal Business:

Employees shall be granted up to two (2) days of personal business leave per year to be used for any purpose at the discretion of the employee. Such leave shall be used in minimal increments of a half day. An employee planning to use personal business leave shall request such leave at least three (3) days in advance except in case of emergency. Personal leave shall be paid leave. No more than three (3) employees will be granted personal leave from any one building on a given day. The employees shall be compensated per diem at the rate of pay for substitute teachers for all unused personal business days at the end of the school year.

b. Emergency Leave:

Up to a total of four (4) days leave may be granted each school year in cases of a sudden unexpected occurrence or demanding immediate attention (at the discretion of the administration). Emergency leave shall be paid leave.

c. Jury and Legal:

Any employee called for jury duty during school hours or subpoenaed in any judicial proceeding shall be provided such time. Such leave granted shall be paid leave. Compensation received by a teacher for jury duty shall be provided to the district for time missed on a day for day basis.

d. Association:

Representatives of the Association may be allowed up to a cumulative total of 12 days to attend Delegate Assembly of the Iowa State Education Association. Some portion of the 12 days shall also be used to attend third party contractual proceedings if such proceedings are held on the regular school work day. The Association agrees to pay the cost of a substitute if a substitute is required. Representatives attending Delegate Assembly shall address a leave request to the board a month in advance of the convention date. A portion of the cumulative total of 12 days may also be used for other Association business. Leave usage other than Delegate Assembly requires only a 5 day advance request. Teachers granted Association leave shall be paid for contractual days. Association leave shall be in increments of at least a half day.

e. Professional Leave:

Employees shall make written request to the board or administration well in advance of the desired leave date. The request should include all information sought on the leave request form provided. When approved in advance, the Board agrees to pay the cost of substitute, if required, and additional reimbursement costs approved on the leave request form. Professional leave should result in improved teaching or increased teacher resources. Professional leave, if granted, will be paid leave if taken during a regular contracted day.

f. Bereavement:

Up to five (5) days of leave per school year shall be granted in the event of death of an employee's spouse, child, son-in-law, brother, sister, brother-in-law, daughter-in-law, parent, grandmother, grandfather, spouse's grandmother, spouse's grandfather, grandchild, father-in-law, mother-in-law, sister-in-law, aunts, uncles (the foregoing categories include spouses, step and foster relationships of those individuals listed) and any other member of the immediate household. One (1) of the five days will be granted for friends or family not included in the above list. Such granted leave will be paid leave.

g. Unpaid leave:

Other temporary leaves of absence, without pay, may be granted in writing by the Superintendent or his designee.

h. Immediate Family Illness Leave:

In the case of illness of the spouse, children, mother, father, or any person living in the household with the employee, the employee shall be granted paid leave for up to three (3) days per school year which will be deducted from the employee's accumulated sick leave. Family illness leave is non accumulative.

Routine non emergency medical or dental care is not included.

D. Extended Leaves:

1. Educational Improvement:

Upon application, a leave of absence without pay up to one (1) year may be granted to any employee for study reasonably related to in-district professional responsibilities. Such study shall be at an accredited college or university. Educational improvement leave shall apply for longevity advancement on the salary schedule provided a position is available and the employee is qualified.

2. Family Illness:

A leave of absence without pay up to one (1) year may be granted for the purpose of caring for a sick or injured member of the immediate family of an employee. Additional leave may be granted at the discretion of the board.

ARTICLE XII: WORK YEAR

A. Number of Contract Days

The contract work year is based on a 192 day work year. 180 days are teaching days.

B. Holidays

The regular contract of employees shall include six (6) holidays. Such holidays shall be: Labor Day, Thanksgiving, Winter Holiday, New Year's Day, Good Friday and Memorial Day.

C. Vacations

1. Thanksgiving, Christmas and spring vacations will correspond with the staff calendar each year when developed and approved by the Board of Directors.

D. Remaining Contractual Days

Six (6) contractual days shall be included in the regular contract of teachers. The six (6) days shall be divided into work days or inservice days.

E. Work Days

One work day will be provided at the beginning of the school year for teacher use in readying classrooms; one day in the first semester for parent-teacher conference compensation time; one work day at the end of first semester; one day in the second semester for parent-teacher conference compensation time; and one work day at the end of the school year.

Dates for parent-teacher conferences and compensatory time will correspond with the staff calendar each year when developed and approved by the Board of Directors, while taking into consideration the school calendar.

F. Inservice Days

One inservice day shall be held for administrative purposes at the beginning of the school year.

A committee made up of an equal number of teachers and administrators shall determine the inservice use of another day.

G. Discretionary Inservice

An additional two days for inservice may be provided at the discretion of the administration. These days are in addition to the regular contracted days. Teachers shall be reimbursed for these inservice days as if they were extended contracted days. The number of hours for each day and topic or topics inserviced shall be planned and carried out jointly by a committee made up of an equal number of teachers and administrators. No teachers shall be reimbursed for both Phase III work and regular district inservice for the same time period or inservice.

H. Days to be Made Up

Days missed due to inclement weather may be made up at the end of the school year. At the sole discretion of the administration, days missed may be made up on Saturday to prevent an unduly long year.

ARTICLE XIII: INSURANCE

Each certified employee of at least half time contract shall be eligible for an insurance allocation in the amount of Six Hundred Thirty Dollars ($630.00) monthly effective July 1, 2006, from which the cost of single dental insurance coverage shall be deducted. Coverage shall be equal to or better than present coverage and offered to all eligible certified employees.

All certified employees of at least half time contract hired after March 1, 1999, shall be required to enroll in a minimum of employee medical coverage in addition to the single dental coverage, which shall also be deducted from the insurance allocation.

Any remaining sum shall, at the election of the employee, be applied toward employee medical (if not required under the previous paragraph, but elected by the employee), dependent medical and/or dependent dental insurance coverage premiums.

If no additional employee or dependent coverage is elected by the employee, the remaining sum may be applied to a 403B annuity purchased by the district for the employee in lieu of a wage benefit. This benefit must be obtained within the insured contract year and cannot be paid to the insurance or annuity company retroactively.

If less than 75% of the eligible group (certified employees) elect to take employee medical coverage, or, if in the opinion of the employer, the rate structure and viability of the group is adversely affected by participation level, deduction for medical coverage will become mandatory.

The carrier of said insurance or annuity shall be selected by the district.

Coverage shall be for the duration of employment. New employees shall be covered, if application is made timely, on September 1, or on the first of the month following or coinciding with their date of employment.

At the conclusion of board contributions, insurance benefits may be continued at the employee's own expense, subject to the conditions and regulations of the carrier and approval by the group policy owner.

In the event that more restrictive regulations or laws are enacted by the federal government, Iowa Legislature, or the Insurance Department of Iowa, during the 1994-95 school year, nothing in this agreement will prevent the School District from complying with such additional regulations or laws.

Nothing in this agreement shall prevent the Association from forming their own group and dealing directly with an insuror, however, notice and approval must be first obtained from the administration.

ARTICLE XIV: HOURS AND LOAD

A. Employee Hours

1. Employees shall arrive at school one half hour before and not depart until one half hour after the students' day. As a general rule, student responsibilities will not start until 8:15 a.m. Arrangements may be made to flex or modify these hours on a case-by-case basis by notifying the principal of the circumstance.

B. Teaching Load

1. Whenever possible, all employees will be allowed approximately thirty (30) minutes duty-free lunch period.

2. Secondary School Employees

   Each employee will have at least one preparation period daily. Employees may leave the building during this period. The principal will be notified in advance as to destination and duration. If this privilege is abused in the opinion of the building principal, permission to leave will have to be obtained in advance.

3. Elementary School Employees

   Each employee will average at least thirty (30) minutes daily preparation time. Whenever possible, this preparation time will be continuous and within the students' day.

ARTICLE XV: COMPLIANCE CLAUSES

A. Compliance Between Individual Contracts and Comprehensive Agreement

1. Any contract between the Board and an instructional staff employee shall be subject to the provisions of this agreement during its duration.

2. Any individual contract between the Board and an employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Master Contract unless provided for in Section A.3. of this Article.

3. An employee whose contract is held exclusively by the Van Buren School District, but who performs work for another district, agency, or institution as a part of their regular work assignment, may have variances from the terms of this Master Contract in employee hours and work year. Variances in employee hours shall be defined as hours worked beyond the 7-1/2 hour normal work day. Variances in work year shall be defined as days beyond the 192 day work year (or days not included in the school year calendar for district employees). Payment for such variances shall be on an hourly basis at one and one-half times their hourly rate. The increased hourly rate shall not apply to extended contracts.

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 by the Board after agreement with the Association of format within thirty (30) days after the agreement is signed. The cost for printing shared equally by the Board and Association. The agreement shall be presented to all current certified employees. The Board may provide the Association with five (5) additional copies if requested.

D. 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 Association, to Board at Board Office;

2. If by Board, to Association at president's address.

ARTICLE XVI: PHASE III

This Article relates only and exclusively to those aspects of a Phase III Plan (HF 499) that are subject to the non-expanded scope of negotiations (20.9).

The Phase III Plan is not negotiable and is not a part of this contract or agreement, nor is it grievable. Participation by the certified staff is voluntary.

A. Duties and Pay

Duties performed or services rendered outside the normal school day, beyond the basic teaching contract, and/or beyond any extra duty assignment and which qualify for payment from funds obtained by virtue of a Board and Department of Education approved Phase III Plan (HF 499) will be compensated as follows:

1. Direct Instruction or Student Supervision:

   Hourly payment equivalent to the individual teacher's basic scheduled salary divided by the regular contracted days and divided again by eight.

2. Curriculum Work or Workshops Utilizing Professional Knowledge or Skills:

   Hourly payment equivalent to the average teacher's basic scheduled salary divided by the regular contracted days and divided again by eight.

3. In-service and Workshops to Enhance Teacher Skills:

   Cost of any registration, tuition, plus hourly pay at the rate of twelve ($12) dollars for meeting time only.

4. Collegiate Professional Training:

   The actual rate of hourly tuition or course enrollment cost for graduate hours. Verification of personal fund expenditure must be provided before reimbursement will be made. Successful course completion must be verified by transcript. Payment will be fifty (50%) percent upon enrollment verification and fifty (50%) percent upon successful course completion verified. Coursework must be from a NCATE approved institution.

B. Peer Evaluation:

Any peer review evaluation, or information acquired, in whole or in part, through peer evaluation procedures, shall not be utilized for purposes other than what they were intended: enhancement of the quality, effectiveness and performance of the Van Buren Community School District teachers through the development and implementation of the Phase III Plan. Any peer review evaluation, or information acquired, in whole or in part, through peer review evaluation procedures, shall not become a part of the administration's evaluation. Peer review evaluation cannot be used for the purposes of a Chapter 279 proceeding or for evidence in a grievance proceeding.

C. Reduction of Funding:

1. Should any Board or State approved plan fail to be fully funded for the year, a corresponding reduction percentage will be made to the various pay levels listed under Section A of this Article. Such reduction shall be automatic, and not subject to further negotiation or grievance.

D. Assignment of Duties:

1. The right of employee selection and duty assignment rests solely with the Board.

2. The Board, in a spirit of cooperation, agrees to consider the selection and assignment recommendations of a district steering committee.

E. Termination of Funding:

1. Termination of Phase III funding will automatically result in rendering this entire Article null and void.

F. Payment Methods:

1. Employees under this Article will turn in hourly time sheets not later than the tenth day of each month. Sheets shall be signed by employee and building principal where work was performed.

2. Payments to employees will be made monthly as provided by the Master Contract, provided funds have been received by the district.

3. Time sheets turned in later than the tenth of the month will not be paid until the following month.

ARTICLE XVII: DURATION AND BASIC AGREEMENT

This agreement shall be effective as of July 1, 2006 and shall continue to be effective until June 30, 2007.

In witness whereof the parties have caused this agreement to be executed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon this 14th day of June, 2006.

VAN BUREN EDUCATION ASSOCIATION

By: _____
President

_____
Chief Negotiator

VAN BUREN COMMUNITY SCHOOL DISTRICT

By: _____
President

_____
Chief Negotiator

EXHIBIT "A" # _____

GRIEVANCE REPORT _____
date filed

VAN BUREN COMMUNITY SCHOOL DISTRICT

_____ Building

_____

Distribution of Form
1. Association
2. Employee
3. Principal
4. Superintendent

SECOND STEP

Within 10 days

A. Date of Alleged Violation Occurred _____

B. Section (s) of Contract Alleged to be Violated _____

C. Statement of Grievance _____

_____

_____

_____

_____

D. Relief Sought _____

_____

_____

_____

_____

_____ _____
Signature of Grievant Date

DISPOSITION BY PRINCIPAL

_____

_____

_____

_____

_____ _____
Signature of Principal Date

THIRD STEP

Filed Within 10 days

A. _____ _____
Signature of Grievant Date Received by Supt.

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE

_____

_____

_____

_____

_____

_____

_____ _____
Signature of Supt. or Designee Date

Filed Within 30 days

A. _____ _____
Signature of Grievant Date Received by Supt.

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

C. DISPOSITION AND AWARD OF ARBITRATOR_____

_____

_____

_____

_____

_____ _____
Signature of Arbitrator Date

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