Villisca CSD Villisca EA 7/1/2006 6/30/2007

VILLISCA CSD/EA 06-07

VILLISCA COMMUNITY SCHOOL

MASTER CONTRACT

JULY 1, 2006 – JUNE 30, 2007

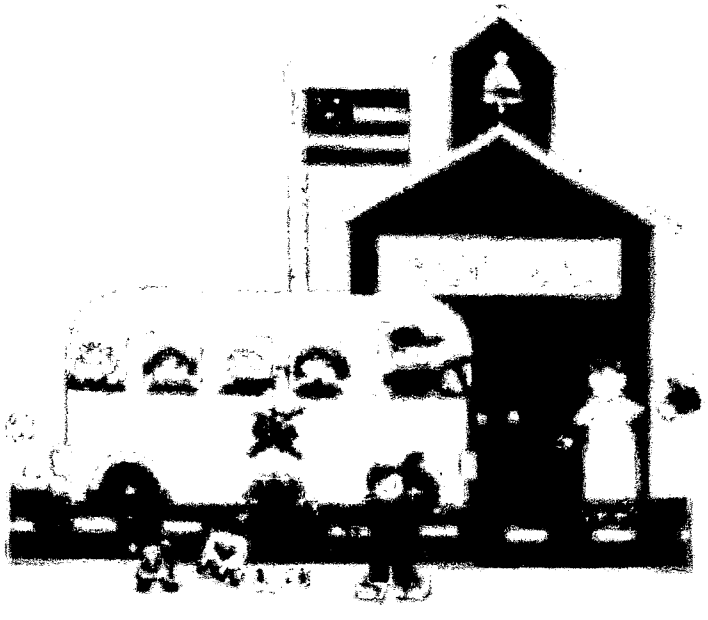
Master Contract

Villisca Education Association

and

Villisca Community School District

July 1, 2006 – June 30, 2007



It is the policy of the Villisca Community School District not to discriminate on the basis of sex, race, national origin, creed, age, marital status, sexual orientation, or disability in its educational programs, activities or employment policies as required by Title VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Educational Amendments and Section 504 of the Federal Rehabilitation Act of 1973.

Inquiries regarding compliance with Title IX, Title VI, or Section 504 may be directed to: Superintendent, Villisca Community School District, 406 East Third Street, Villisca, IA 50864, Phone 712-826-2552, to the director of the Civil Rights Commission, Des Moines, Iowa, or the Director of the Region VII Office of Civil Rights, Department of Education, Kansas City, Missouri.

ARTICLE I
PREAMBLE 1
ARTICLE II
RECOGNITION 1
ARTICLE III
GRIEVANCE PROCEDURE 1
ARTICLE IV
ASSOCIATION RIGHTS 5
ARTICLE V
MANAGEMENT RIGHTS 5
ARTICLE VI
DUES DEDUCTION 6
ARTICLE VII
WAGES AND SALARIES 6
ARTICLE VIII
SUPPLEMENTAL PAY 7
ARTICLE IX
INSURANCES 8
ARTICLE X
SICK LEAVE 9
ARTICLE XI
LEAVES OF ABSENCE 9
ARTICLE XII
EMPLOYEE WORK YEAR 12
ARTICLE XIII
HOURS AND LOAD 13
ARTICLE XIV
SENIORITY 14
ARTICLE XV
REDUCTION OR REALIGNMENT OF STAFF 15
ARTICLE XVI
HEALTH PROVISIONS 17
ARTICLE XVII
SAFETY PROVISIONS 18
ARTICLE XVIII
FORMAL EMPLOYEE EVALUATION PROCEDURE 19
ARTICLE XIX
VOLUNTARY TRANSFERS 21
ARTICLE XX
INVOLUNTARY TRANSFERS 22
ARTICLE XXI
BEGINNING TEACHER INDUCTION PROGRAM 23
ARTICLE XXII
COMPLIANCE CLAUSES AND DURATION 24

ARTICLE I: PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing quality education for the students of the Villisca Community School District is their mutual desire and that the character of such education depends upon many factors, it shall be the mutual aim of the parties to this Agreement to improve all of these factors by the provisions of this Agreement.

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

ARTICLE II: RECOGNITION

A. UNIT. The Board hereby recognizes the Villisca Education Association as the certified exclusive and sole bargaining representative for all personnel specifically set forth in the PERB certification instrument (Case 386:) issued by the PERB on the 10th day of July 1975.

B. DEFINITIONS

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

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

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

4. Unless otherwise specified, the term "day" shall mean calendar day.

ARTICLE III: GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise in interpreting the terms of this Agreement. Nothing contained herein shall be construed as limiting the right of any school employee having a complaint to discuss the matter informally with the immediate superior.

B. DEFINITIONS

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

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

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

C. TIME LIMITS

1. Time Limits. If the stipulated time limits contained in this Article are not met by the grievant, the grievance shall be deemed dropped. If the stipulated time limits contained in this Article are not met by the Employer's agents, the grievant shall have the right to proceed to the next step of the procedure if such appeal is taken in a timely manner and in the procedure set forth herein. The time limits may, however, be extended or reduced by mutual agreement.

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 the grievant, the party of interest, or the school, the procedure may be exhausted prior to the end of the school year or within a maximum of 30 calendar days thereafter.

D. RIGHTS OF REPRESENTATION

1. Employee and Association. The grievant shall have the right to representation by one representative from the Association (if he/she so desires) at each step of the grievance system. When the Association does not represent an employee, the Association shall be advised in writing of the disposition of the grievance at each step by receipt of a copy of the employer's written answer.

E. STEPS OF THE GRIEVANCE PROCEDURE

1. Step One - Principal or Immediate Supervisor (Informal): An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or with a representative, with the objective of resolving the matter informally.

2. Step Two - Principal or Immediate Supervisor (Formal). Within fifteen (15) school days of the date on which the occurrence of the event which caused the grievance was known or should have been known to the grievant, he/she must invoke the formal grievance procedure by delivering a completed grievance form with the signatures of the grievant or parties in interest, to the immediate supervisor. The supervisor must, within ten (10) school days of receipt of the grievance, render a written response to the grievance. Such action may include a meeting with the grievant, party in interest, and representative, if requested by the supervisor.

3. Step Three - Superintendent. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she shall, within ten (10) school days, appeal to the Superintendent in writing with the proper signature on the proper forms. The Superintendent must, within the following ten (10) school days of receipt of the appeal, hold a meeting with the grievant, representatives, party of interest, and the supervisor, and respond in writing. If the Superintendent is the immediate supervisor in Steps I and II, Step III will be omitted.

4. Step Four - Board. 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 Step 5, with written concurrence of the Board. 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) school days after said meeting. A copy of such disposition shall be furnished the Association.

5. Step 5 - Arbitration.
   (a) If the grievant is not satisfied with the disposition of the grievance at Step 3 or 4, whichever is applicable, the grievant shall meet with the Association. If both the grievant and the Association determine that the grievance is meritorious, they shall submit a written request for arbitration within ten (10) school days from receipt of the written answer from Step 3 or 4 by delivery of the request to the Superintendent.

   (b) Within ten (10) school days after written request for arbitration, the Board and the Association, through its representative, shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the Board and the Association shall make a written request for a list of arbitrators to the Federal Mediation and Conciliation Service. The list shall consist of five (5) arbitrators who are members of one of the following bodies: National Academy of Arbitrators, American Arbitrators Association, or Public Employment Relations Board. Each party shall have five (5) school days to consider the submitted list. The parties shall meet on the fifth day. The parties shall determine by lot which party shall have the right to remove the first name from the list. The names shall continue to be struck by alternate parties until one name remains. The person whose name remains shall be the arbitrator.

(c) The arbitrator shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his/her decision not later than sixty (60) school days from the date of the close of the hearing or, if an oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms of the agreement. The decision of the arbitrator shall be final and binding.

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

(e) The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding the issue(s) presented to him in writing by the District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant languages of the Agreement.

F. GENERAL PROVISIONS

1. Group Grievance. If a grievance affects a group or class of the employees because of the existence of the same facts and issues, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Step Three. The Association may process such a grievance through all steps of the grievance procedure.

2. Grievance Forms. Grievance forms shall be as set forth in Schedule I. Copies may be obtained from the Association.

ARTICLE IV: ASSOCIATION RIGHTS

The Association and its members shall have the right to the following:

A. Use school facilities for Association meetings contingent upon their availability. Request for use of facilities will be made through the building Principal at least twenty-four (24) hours in advance.

B. Distribute Association material through the school messenger service and building mailbox.

C. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building Principal.

D. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building Principal's office.

E. The Superintendent's office shall cause the agenda for regular board meetings to be delivered to the school mailbox of the President of the Association on Friday prior to the meeting.

ARTICLE V: MANAGEMENT RIGHTS

It is expressly understood and agreed that the Board retains all functions, rights, powers and authority granted to or inhering in the administration of the school district by law.

ARTICLE VI: DUES DEDUCTION

A. AUTHORIZATION. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent, through the Association Membership Chairperson, a lawful assignment authorizing payroll deduction of the professional dues to the Association on or before 7 days following the Back-to-School in-service. The form of the assignment shall be set forth in Schedule II. The Association agrees to hold the Board and its agents and representatives harmless from any damages, expenses, claims or costs incurred by reason of the Board's honoring any provision of this Article.

ARTICLE VII: WAGES AND SALARIES

A. SCHEDULE. The salary of each employee is cover by the regular salary schedule set forth in Schedule III that is attached hereto and made part hereof. The schedule is constructed as follows:

The schedule is an indexed schedule consisting of 6 educational vertical lanes. They are as follows:

1. BA; 2. BA+15; 3. BA+30; 4. MA; 5; MA+15; 6. MA+30. Lane 1 contains 10 steps, Lane 2 contains 11 steps, Lane 3 contains 12 steps, Lane 4 contains 13 steps, and Lanes 5 and 6 contain 14 steps.

   Each lane increases by 3.5 % (.035) above the preceding lane and each step increases by 3% (.03) over the preceding step.

Longevity: (Employees who have reached the end of their particular lane.)

When an employee reaches the bottom of the lane, Lanes 1 and 2 receive a 1.5% (.015) increment; Lane 3 receives a 2.5 % (.025) increment; and Lanes 4, 5, and 6 receive a 3.5% (.035) increment.

In addition, a 1.5% (.015) increment is added for each 3-step increment.

B. PLACEMENT ON SALARY SCHEDULE. New employees shall receive credit for at least all previous years of teaching experience in the appropriate educational lane on the salary schedule and additional steps for qualified related experiences if the employer deems it necessary to attract quality applicants to the district. The school nurse shall receive 95% of the generator base and the proper salary schedule step.

C. ADVANCEMENT ON SALARY SCHEDULE.

1. Increments. Employees on the regular Salary Schedule shall advance one step on the Salary Schedule for each year of service until the maximum for their educational classification is reached. Any employee hired prior to the end of the first semester of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

2. Educational Lanes. Employees on the regular salary schedule who move to a higher educational level shall move to the corresponding step on the higher lane. Requests for reclassification in different educational lanes will be accepted until September 1, of any current school year, to include work completed prior to September 1 of that year. A certified transcript must be submitted to the Superintendent for evaluation as same is available from the university or by October 1 of that year. For an employee to move from one educational lane to another, he/she shall file notification to the Superintendent for written approval before the graduate course work begins. If a Master program requires more than 40 hours to complete, then the additional hours will be used as hours on the MA +15 lane. The superintendent will require documentation from the University as to the number of hours needed to complete a given program.

D. METHOD OF PAYMENT

1. Pay Periods. Each employee shall be paid in twenty-four equal installments on the 15th and the last day of each month. All paychecks shall be directly deposited to the bank of the employee's choice. The employee shall receive their pay stubs at their building.

2. Summer Checks. Summer check stubs shall be mailed to the address designated by the employee.

3. Balance of Contract. The balance of the contract may be collected if you are leaving the school system at the end of the student school year, if funds are available. Insurance, annuities and other withholdings will be collected according to final pay.

ARTICLE VIII: SUPPLEMENTAL PAY

A. EXTRA CURRICULAR ACTIVITIES

1. Rates of Pay. Employees who participate in such activities shall be compensated according to the rate of pay or other stipulations in Schedule IV. Rate of pay for any new or substantially changed activities will be negotiated at the time they are added or changed.

ARTICLE IX: INSURANCES

A. TYPES. The board agrees to provide the following insurance protection:

1. Health, Major Medical and Dental: Each employee shall be covered by a health, major medical and dental program with equivalent benefits as are contained in the present policy. The Board of Education agrees to pay six hundred seventy ($670) dollars per month based on the employee's FTE (commencing with the 2005-2006 master contract) toward their health/dental and/or annuity. Maximum annuity amount for employees not subscribing to the provided insurance shall be one hundred (100) dollars per month. Employees not subscribing to the health insurance may opt for the dental plan; the dental premium shall be deducted from the non-subscriber annuity amount. Maximum annuity amount for each health insurance subscriber shall be fifty (50) dollars per month.

2. School Liability. All employees shall be covered by a school financed liability insurance covering performance of duties in the scope of the employee's employment. Employees required to use personal automobiles in their assigned duties shall be covered under the school umbrella liability policy.

B. COVERAGE. The Board-provided insurance programs for continuing employees shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board-provided liability insurance as of their first day of in-service or regular school day, whichever is first.

C. DESCRIPTION. The Board shall request the health insurance company with which coverage is obtained, to provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a description of conditions and limits of coverage.

D. CONTINUATION. Employees on non-paid leave may continue participation in insurance programs under FMLA, as may be appropriate. Employees may continue to participate in insurance programs after employment is terminated under COBRA, as may be appropriate.

Employees on non-paid leave for more than one month shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date. In addition, the Board will follow the federal law, consolidated Omnibus Reconciliation Act of 1986 (COBRA).

Employees on paid leave shall continue to have Board contributions made according to the level described in this agreement.

ARTICLE X: SICK LEAVE

A. ACCUMULATIVE BENEFITS. All employees shall be accorded fifteen (15) days of sick leave per year for absences on school days.

B. TRANSFER OF SICK LEAVE. Whenever the Board hires an employee who has an unused accumulation of sick leave days from his/her last employing school district, the Board shall grant a maximum of thirty (30) days or such lesser amount as may have been accumulated in the former district in addition to sick leave provided in Section A.

C. ACCUMULATION. Any unused days of sick leave are cumulative up to a maximum of one hundred twenty-five (125) days. Sick leave will be used in units of one-half (1/2) days.

D. NOTIFICATION OF ACCUMULATION. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 1 of each school year.

ARTICLE XI: LEAVES OF ABSENCE

A. PAID LEAVES. Employees shall be entitled to the following leaves of absence with full pay each school year. Such leaves shall be in addition to sick leave.

1. Personal and Business. At the beginning of each school year, each employee shall be granted three (3) paid leaves for personal business. He/she shall notify his/her principal at least three (3) days in advance, except in cases of emergency.

   Personal and business leaves are prohibited the first and last five (5) student school days of the school year and cannot be used before or after scheduled school vacations unless approved by the Superintendent.

   Each employee shall be paid thirty (30) dollars for each Personal/business leave day not used during the school year. This shall be paid in the June 15th check.

2. Legal. Any employee called for jury duty during school hours or who is requested to appear in any judicial or administrative proceeding, or who shall be asked to testify in any arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Villisca school system.

3. Bereavement and Emergency. Up to five (5) days of leave shall be granted at any one time in the event of death or up to three (3) days in case of family emergencies in the immediate family. Bereavement leave shall be used for arrangement of funeral, attendance at the fu-

neral, and for any other purpose directly arising from the said death or illness. Immediate family is to be defined as husband, wife, father, mother, son, daughter, stepchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, fiancé, spouses grandparents, or domestic partner (as defined in Letter of Understanding). An extension of such leave may be granted by the Superintendent.

4. Immediate Family Illness. At the beginning of each school year, each employee shall be granted three (3) days paid leave for immediate family illness. Immediate family shall be defined as: spouse, parents, children, or minors residing with the employee.

5. Professional Leaves. Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the Employer should be filed by the employee at least seven (7) days prior to the first day of anticipated absence. Professional days shall be used for the purpose of:

   (a) Visitation to view other instructional techniques or programs.

   (b) Conferences, workshops, or seminars conducted by colleges, universities, or other institutions or organizations.

6. Association Leaves. Up to a total of six (6) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the National Education Association, the Iowa State Education Association, and the Southwest UniServ Unit at the discretion of the Association. The Board will pay the substitute for two (2) days - the Association will pay the substitute for four (4) days. Only two (2) members of each building may attend unless prior arrangements are made. Association leaves will be requested at least two (2) weeks in advance.

7. Good Cause. Other temporary leaves of absence with or without pay may be granted in writing by the superintendent for good reason in the superintendent's sole discretion.

B. PARENTAL. All employees shall be eligible for parental leave subject to the following conditions:

1. Notification. The Employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave. If differences of opinion exist regarding the ability to continue duties, such shall be resolved by a written statement from the employee's attending physician.

2. Return Rights. The employee shall return to previously assigned full-time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

3. Pay. An employee shall be entitled to all raises and increments upon return if the employee serves at least ninety (90) days of the in-school work year. This 90-day period need not be continuous.

4. Sick Leave Use. Sick leave may be used by an employee only in the amount of accumulated sick leave and not to extend beyond such time that the employee's physician deem the employee physically and mentally fit to return to the assigned duties of employment. The extended leave of absence shall become effective when all sick leave is exhausted or at the option of the employee.

5. Extension Without Pay. Extended leave without pay for up to one year may be granted upon request of the employee and upon approval of the Board.

6. Adoption. In cases of adoption of a child, these leaves shall apply where appropriate.

C. GOOD CAUSE. In the sole discretion of the Board, other extended leaves of absence with or without pay may be granted in writing by the Board.

D. NOTICE OF SCHEDULING. If an employee plans to return to the assignment from a leave provided for under Paragraph A, the employee must notify the immediate employer representative, of such intention by no later than 10:00 p.m. on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

E. NOTIFICATION OF ABSENCE. The Board shall provide each employee with the telephone number to be utilized by the employee for notification of absence from work. Such notice of absence should be reported by 7:00 a.m. on the day of absence in order to ensure substitute coverage.

ARTICLE XII: EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Regular Contract. The in-school work year for employees contracted (other than new personnel who may be required to attend a maximum of an additional two (2) days of orientation at no extra compensation) shall not exceed one hundred and ninety (190) days.

2. Extended Contract. Extended contracts shall be paid at the employee's per diem for the length of the extended contract.

3. Definition of In-School Work Year. The in-school work year shall include regularly scheduled days pursuant to the school calendar on which employee attendance is required.

4. Non-Attendance. Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings, except that in-service meetings may be required if they can be reasonably scheduled.

B. HOLIDAYS

1. The regular and extended contract of employees shall include the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day, when they occur during the regular term. No employee shall be required to perform duties on any of the above holidays. Good Friday shall be an unpaid vacation day when not needed for a make-up day.

2. Religious. Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be unpaid vacation days.

3. Spring Break shall be three consecutive days being contiguous with a weekend (ex. Wed., Thur., Fri., and the weekend; or the weekend, Mon., Tue., and Wed.).

4. On the day prior to Thanksgiving, Christmas, and Spring Break, school shall be dismissed when the state mandated minimum length of school day has been met.

ARTICLE XIII: HOURS AND LOAD

A. WORKDAY

1. Employees shall be in or at their assigned stations twenty (20) minutes prior to the scheduled commencement of classes for their buildings and shall be dismissed fifteen (15) minutes after the last class period of the school day for their buildings. Such time shall be determined by individual building administrators.

2. On Fridays and on days preceding holidays or vacation, employees shall be released five (5) minutes after buses depart from building.

3. Individual adjustments to the arrival and dismissal time may be made by individual building administrators.

4. Employees may leave the building during their regularly scheduled break periods provided they obtain advance permission from their building principal and provided they sign out in the office.

5. Employees who teach grades 6-12 and are required to teach or supervise over seven (7) periods per day shall be compensated to the overload pay schedule contained in Schedule IV.

6. Employees in the elementary building who teach any class of greater than thirty (30) students shall be compensated according to the overload pay schedule contained in Schedule IV. Class size shall be determined on the first day of each quarter. Employees who teach special classes (i.e. art, music and physical education) shall be compensated on Schedule IV basis according to the percentage of time the employee is teaching greater than thirty (30) students.

B. LUNCH PERIODS

1. All K-5 employees shall have an average daily uninterrupted, duty free lunch period of at least thirty-five (35) minutes. All 6-12 employees shall have an average daily uninterrupted, duty free lunch period of at least twenty-five (25) minutes.

2. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.

C. FACULTY MEETING EXTENDING THE WORK DAY

1. No more than ten (10) faculty meetings shall be scheduled during the contract period which extend beyond the normal work day more than thirty (30) minutes. Except in case of emergencies or circumstances beyond the control of the principal or superintendent, meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school.

2. Employees shall have the opportunity to suggest items for the agenda.

3. Provisions shall be made by the administration to provide supervision of students participating in extra or co-curricular activities during meetings when all faculty are required to attend.

D. BREAK/PREPARATION TIME

1. Elementary employees shall have break or preparation time while the special teachers or aides have their classes. Employees teaching the special areas will have their break time or preparation equivalent to classroom employees.

   Secondary employees shall have one preparation or break period each day, based on the total period day in the high school and middle school unless otherwise mutually agreed upon.

   Elementary and Secondary employees shall have equitable break/preparation time, with Elementary employees having at least one - twenty five (25) minute, contiguous preparation or break period per day.

All employees shall have the right to work with individual students during their preparation or break time, if they so desire. Special education IEP team meetings, and other conferences, may occasionally require the use of the teacher's break or preparation time.

2. On occasion, employees may be requested to serve as a substitute teacher. Volunteers will be requested and if no volunteers are found, the administration has the right to assign an eligible employee. If losing break/preparation time, employees shall be paid ten (10) dollars per period taught.

ARTICLE XIV: SENIORITY

On or before September 30 of each school year, the Association will be provided with fifteen copies of a list showing the seniority by curricular areas (Article XV, Section C) of each employee and will be promptly notified of any changes in said list. If protest is not received on or before October 31 of the same year, the list shall be deemed correct.

ARTICLE XV: REDUCTION OR REALIGNMENT OF STAFF

A. COVERAGE. All employees under this Agreement.

B. NOTIFICATION. When the Board of Education in its discretion has determined when a position or positions are to be eliminated, the employer will provide notice (either hand delivered or by certified mail) to the employee(s) designated by the employer to be affected by staff reduction. The notice will be delivered by April 30 preceding the year in which the staff reduction will be effective. The April 30 date does not apply to those that must be notified by Section E displacement procedures.

C. AREAS OF STAFF REDUCTION. Staff reduction will be accomplished within the following classifications, using the procedures in Paragraph D. Classification assignments are made by the employer based on present teaching assignments.

1. Teachers presently teaching in grades K-6.
2. Teachers presently teaching in grades 7-12.

Teachers presently teaching in the different classification such as art, physical education, and music will be considered as a K-12 classification.

D. PROCEDURES. In the event the employer determines a reduction in staff is necessary, the employer shall reduce employees using the following sequential order within the respective classification and curricular area as defined by the Department of Education.

Sequential order:
First: Attrition.

Second: Part time probationary teachers in their classification and curricular area.

Third: Probationary teachers in their classification and curricular area.

Fourth: Teachers with the least continuous years of professional experience in the Villisca Community School District will be reduced as deemed necessary by classification and curricular areas. Board approved leaves of absence will not break the continuous years of service.

Employees who apply for and are granted extended leaves of absence shall have their seniority frozen during the extended leave of absence. Upon returning from extended leave, the employee's seniority will be restored at the level of seniority prior to the leave and subsequent years of experience will be added.

Extended leaves of absence shall be those leaves identified in Article XI: Leaves of Absence, Section B Parental, Section C Educational, and Section D Good Cause.

Fifth: Teachers with the least number of graduate credit hours in their classification and curricular area.

Sixth: In the event reduction in staff cannot be adequately accomplished through the application of items one through five of this Article, the Board of Education shall determine which employee(s) is to be terminated according to the needs of the school district. Those needs shall include, but not be limited to, nor establish the order or priority of the following factors - employee evaluation(s), teaching experience in the Villisca Community School District, breadth of certification endorsements, depth of educational preparation, and involvement of teachers in co-curricular activities.

E. DISPLACEMENT PROCEDURES. An employee who is notified of possible termination due to the reduction in force may request the employer to allow the displacement of a less-senior employee whose work the former has approvals and endorsements from the DE for all subject and extra-curricular activities to perform. If the displacement involves middle school courses, the employee must have at least 18 hours in that field, a minor, or experience in the curricular area or areas to be taught within the last five years. Title I and elementary special education teachers will be considered in the elementary curricular area and the secondary special education teachers will be given continuous years of credit in their curricular teaching areas. Any employee moving into an curricular area though displacement in which they have not taught within the last 5 years or who have not received certification or 6 hours in that area within the last two years will be required to obtain 6 hours of credit during the summer prior to teaching in the system if notified by May 1. If not notified by May 1 the employee will have an additional year to complete. A written request for a displacement action must be made to the Superintendent or his/her designee within five (5) calendar days after the

employee is notified of possible termination. The employer shall then notify the individual of the action taken within five (5) days of receipt of the written request.

An employee who displaces another employee will be placed on the proper step of the salary schedule for the new position according to his/her experience and preparation, and will retain all accrued benefits and seniority.

F. RECALL RIGHTS. Laid off employees shall be recalled in inverse order of being off as openings develop in the curricular area from which they were laid off. Recalls will be accomplished by written notice from the Superintendent to the employee's last known address stating a date to report for work. The employee will have ten (10) calendar days from the date of mailing to advise the Superintendent in writing of the employee's intention to accept the recall and to report for work on the designated date. Failure to respond timely or to timely report for work will be deemed a rejection and the Superintendent may notify the next employee to be recalled or if there are none, hire a new employee.

Any employee laid off pursuant to the policy shall have recall rights for a position in the same curricular area from which the employee was laid off for one (1) year from the effective date of the employee's layoff (June 31), providing the laid-off employee is qualified to fill that position.

G. BENEFITS. Any recalled employee shall, upon return, receive the same benefits then in effect and will be placed on the salary schedule at the same level as the employee was qualified for at the time of the layoff.

H. RESIGNATIONS AND TERMINATIONS. Should a layoff occur, any employee who does not want to voluntarily move to another position, which may be offered by the Board, may accept a layoff and shall be accorded the recall rights provided by this policy unless specifically waived in writing.

ARTICLE XVI: HEALTH PROVISIONS

A. PHYSICAL FITNESS - NEW EMPLOYEES. All new employees are to provide satisfactory evidence of physical fitness to perform duties assigned and freedom from communicable disease. The teacher may select the physicians to give the physical examination. The Board of Education will pay fifty (50) dollars of the cost and will determine the form for reporting the physical examination. The forms are available in the Superintendent's office. The completed physical examination report shall be returned to the secretary of the Board of Education within thirty (30) days of receiving the physical form.

B. PHYSICAL FITNESS - CONTINUING EMPLOYEES. All continuing employees will have one physical examination every three (3) years by a physician. The Board of Education will determine the form for the reporting of the physical examination and shall pay the cost of the examination up to fifty (50) dollars.

C. OTHER EXAMINATIONS. The Board of Education may at any time require such examinations as it feels necessary to determine a teacher's fitness for employment. The Board of Education shall select the physician and pay all costs not covered by the employee's health insurance.

D. EATING FACILITIES. Separate eating facilities for teachers will be provided if a room is available and the teacher involved consents to its use.

ARTICLE XVII: SAFETY PROVISIONS

A. PROTECTION OF EMPLOYEES

1. Unsafe and Hazardous Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health and safety.

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

3. Assault of an Employee. Legal Assistance. The Board shall give its cooperation and assistance in any proceeding initiated by the employee arising from an assault upon the employee while acting in the scope of his/her duties.

4. Reporting Assaults. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and after consideration, the policy may be advised.

5. Bomb Threats. No employee shall be required to search for a bomb.

6. First Aid. The Board shall provide in each building the equipment to provide first aid treatment for employees. All employees shall be informed of their liabilities and/or responsibilities for treating injured students.

7. Equipment and/or Protective Devices. Special clothing, equipment and devices as may be needed by the employee as determined by the Board, to perform assigned duties in a safe manner shall be provided without charge to the employee.

ARTICLE XVIII: FORMAL EMPLOYEE EVALUATION PROCEDURE

A. NOTIFICATION ASSIGNED EMPLOYEES. During the In-Service, before the school term begins, the evaluator shall hold an orientation meeting in order to acquaint each employee under his/her supervision with the evaluation proceedings.

B. FORMAL EVALUATION PROCEDURES

1. Number of Evaluations. All first and second year employees shall be formally evaluated at least one time per year and all third year and beyond employees shall be formally evaluated at least one time every three years.

2. Knowledge of Formal Observance. All observations as part of the "Formal Evaluation Procedure" shall be conducted with the full knowledge of the employee and shall take place during the contracted school day, except evaluations for extra-curricular activities that may or may not be done between 8:00 a.m. and 4:00 p.m.

3. Method. The formal evaluation shall be conducted by the employee's evaluator designated to make such evaluation. It shall be in writing and shall be based upon the prevailing standards for evaluating professional performance as established by the Board and as announced at the orientation meeting referred to in Paragraph A. No formal observations shall unreasonably interfere with the normal teaching-learning process.

4. Length. Each formal written evaluation shall be preceded by at least a classroom observation to judge the employee's performance.

5. Conference and Copy. A copy of each formal written evaluation shall be given to the employee within twenty (20) school days following the classroom observation. A copy signed by both parties shall be given to the employee. A conference shall be held between the employee and the evaluator within three (3) succeeding school days of receipt of the evaluation. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

6. Informal Evaluations. Informal evaluations may be used by the Administration within the perimeter of the employee's duty and are not grievable.

7. Responses. An employee may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file. The file copy of such objections shall be signed by both parties to indicate receipt thereof.

8. Remedies. All employees' evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve all evaluations including the right to challenge said evaluations as unfair, unjust

or inaccurate through the grievance procedure set forth in the contract with the board being eliminated from the grievance procedure.

C. REMEDIATION. The building principal or appropriate supervisor shall provide the employee with assistance and positive suggestions to improve the employee's quality of teaching by eliminating difficulties noted in a formal evaluation. Such assistance shall be noted in writing, and an initialed copy retained by the appropriate supervisor and the employee. It shall be the employee's responsibility to improve the area identified as needing improvement.

Following remediation, re-evaluation may be accorded the employee in compliance with the procedures in this Article if requested.

D. PERSONNEL FILE REVIEW

1. Each employee shall have the right at any time to review the contents of his/her personnel file.

2. The board or its administrative representative, including building Principals, shall not establish a separate personnel file, which is not available for the employee's inspection, except for the grievance, and formal evaluation files.

3. Evaluation reports shall not be read or interpreted by a third party other than the Superintendent's lawyer, but may be read and interpreted by all administrators. If the lawyer views the evaluation, the employee will be notified in writing prior to the lawyer's observation.

E. CRITICISM. Upon receipt of any Chapter 102 complaints, the employee shall be notified that an investigation is taking place. This notification will take place the next working day that both the employee and supervisor are at school.

ARTICLE XIX: VOLUNTARY TRANSFERS

A. DEFINITION. The movement of an employee to a different grade level, or subject area, shall be considered a transfer. The Board of Directors shall determine that said vacancy is to be filled.

B. NOTIFICATION OF VACANCIES

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

2. Filing Requests

(a) Should a vacancy occur during the school semester, the Superintendent shall post notice of the opening and any employee who is interested shall file a written application for transfer with the Superintendent within five (5) school days of the posting. The Superintendent shall review the applicant's qualifications and experi-

ence and select the employee with the most seniority in the system from those whom the Superintendent deems best qualified for the position in his/her sole discretion. Should the Superintendent deem no applicant qualified for the position, a new employee may be hired.

(b) Employees who desire to transfer for the next semester or year may file with the Administration written statements of such desires including the grade and/or subject 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 March 1. The Administration shall review the applicant's qualifications and experience and select the employee with the most seniority in the system from those whom the Administration deems best qualified for the position in its discretion. Should the Superintendent deem no applicant qualified for the position, a new employee may be hired.

(c) If a vacancy for the following year occurs prior to the end of the current school year, the Administration will post a notice of such vacancy and any employee may apply for it during the next five-(5) days and thereafter until it is filled.

3. Posting. As soon as practical, and no later than May 15, the Superintendent shall post in each school and deliver to the Association a schedule showing the names of all employees who have been transferred and the nature of such transfer.

ARTICLE XX: INVOLUNTARY TRANSFERS

A. DEFINITION. The movement of an employee to a different grade level, or subject area shall be considered a transfer. The Board of Directors shall determine that said vacancy is to be filled.

B. USE OF VOLUNTARY REQUESTS. No position shall be filled by means of involuntary transfer or reassignment if there is a volunteer who is qualified in the Superintendent's discretion who is available to fill said position.

C. NOTICE. Notice of an involuntary transfer or reassignment shall be given in writing to the employee as soon as practical. An employee may resign or accept a layoff rather than an involuntary transfer if such choice is exercised within fifteen (15) days after notice of involuntary transfer.

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

E. PRIORITY IN TRANSFER. A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employ-

ees may request the position, in order of preference, to which they desire to be transferred. If two or more employees are being considered for involuntary transfer, the person with the least seniority shall be transferred. All such employees shall be given time off up to one-half (1/2) a work day for the purpose of visiting schools at which open positions exist. Such time off will be obtained by a written request to the employer principal who shall schedule such time off to avoid undue interruption. If, in the Administration's discretion, the employees' education and experience are equal, employees being involuntarily transferred from their present position shall have preference over those seeking voluntary transfers in regard to choice among those positions which are vacant. An employee being involuntarily transferred or reassigned shall be placed in a position, which, among other things, does not involve reduction of total compensation.

F. RETURN RIGHTS. Any employee who shall be transferred to a non-unit position and who later returns to former status shall be entitled to retain such rights as may have accrued under this Agreement prior to such transfer.

ARTICLE XXI: BEGINNING TEACHER INDUCTION PROGRAM

A. Each mentor shall receive five hundred dollars ($500) per semester for mentoring one beginning teacher.

LETTER OF UNDERSTANDING

Regarding Article XI: Leave of Absence—Domestic Partner Clarification

One designation per calendar year to Business Manager by letter.

ARTICLE XXII: COMPLIANCE CLAUSES AND DURATION

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

B. 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 telegram or 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, the Board at the office of the Superintendent.

2. If by the Board, to Association in the school mailbox or the current Association President as furnished by the Board.

C. DURATION. This agreement shall be effective July 1, 2006, and shall continue through June 30, 2007.

D. 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 _____ day of _____, 2006.

VILLISCA EDUCATION ASSOCIATION

by _____ by _____
Its President Its Chief Negotiator

VILLISCA COMMUNITY SCHOOL DISTRICT #2

by _____ by _____
Its President Its Chief Negotiator

SCHEDULE IV 2006-2007
SUPPLEMENTAL PAY

SUPPLEMENTAL BASE SALARY **$25,400**

ACTIVITY	PERCENT
Athletic Director	11.0
Technology Coordinator	7.7
Student Council Sponsor	4.4
Vocal Music	11.0
Instrumental Music	11.0
FFA	6.0
National Honor Society	2.0
Speech (Individual)	4.0
COACHING	
Speech(Large Group)	4.0
Drama	8.0
Y-Teens	5.5
High School Annual	7.0
Summer Band	11.0
Junior Sponsor	2.0
High School Cheerleader Sponsor	4.4
Middle Sch. Booster Club Sponsor	2.2
JayWalkers Coach	4.4
Corner Conf.. art show at Villisca	2.0
HEAD COACHING	
Football	11.0
Basketball -boys	11.0
Basketball - girls	11.0
Track - Boys	8.8
Track - Girls	8.8
Jr. High Football	5.5
Jr. High Track - Boys	5.5
Jr. High Track - Girls	5.5
Jr. High Volleyball	5.5
Golf	8.8
Baseball	11.0
Softball	11.0
Volleyball	11.0
Cross Country	4.4

ACTIVITY	PERCENT
Jr. High Baseball	5.5
Jr. High Softball	5.5
Jr. High Basketball-boys	5.5
Jr. High Basketball-girls	5.5
	ASSISTANT
Football	7.7
Basketball - boys	7.7
Basketball - girls	7.7
Track	5.5
Volleyball	7.7
Baseball	7.7
Softball	7.7
Jr. High Football	4.4
Jr. High Basketball	4.4
Noon Duty	$900
Overload Pay ,per year	$1,300
Other Supervision, per event	$7.50
Head Teacher and Resource RmCoordinator	13.0
6-12 TAG Coordinator	3.8

Teachers shall be paid $7.50, if assigned, for each after school supervisory duty. These duties are concession stand, dances, east door supervision, and elementary concerts.
Exceptions are:

4. That each teacher is expected to serve (non-pay) for 1 night of supervisory activity for which the teacher will be given a single activity ticket.
5. Those teachers desiring family activity ticket will work 3 nights of supervisory activity.
6. If the concession stand or dance is sponsored by an organization with a paid sponsor.

Career increment of .5% for service above five years on all percentages of 6 % or above.

Career increment of .25% for service above five years on all percentages below 6%.

SCHEDULE I

GRIEVANCE REPORT

_____

_____
Date Filed

Villisca Community School District

_____Building

_____
Grievant

Distribution of Form

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

_____

LEVEL II FORMAL

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____ _____
Signature of Supervisor Date

SCHEDULE II

Dues Deduction Authorization Form

For Employer Use Only.
Do Not Fill Out.

_____
Employee No.

_____ _____
Date Started Amount

Changes

_____ _____
Date Amount

_____ _____
Date Amount

_____ _____
Date Amount

_____ _____
Date Amount

Authorization for Payroll
Deduction for Education
Association Dues

_____
First name Initial Last Name

I hereby request and authorize the Board of Education of:

Villisca Community School

as my remitting agent, to deduct from my earnings each month until this authorization is revoked and provide herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:

Villisca Education Association

(Affiliate of the Uniserv Unit, ISEA, NEA)

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

Date _____ Signature _____

Social Security No. _____

SCHEDULE IV 2006-2007
SUPPLEMENTAL PAY

SUPPLEMENTAL BASE SALARY **$25,400**

ACTIVITY	PERCENT
Athletic Director	11.0
Technology Coordinator	7.7
Student Council Sponsor	4.4
Vocal Music	11.0
Instrumental Music	11.0
FFA	6.0
Speech (Individual)	4.0
Speech (Large Group)	4.0
Drama	8.0
Y-Teens	5.5
High School Annual	7.0
Junior Sponsor	2.0
High School Cheerleader Sponsor	4.4
Middle Sch. Booster Club Sponsor	2.2
Jay Walkers Coach	4.4
Corner Conf. art show at Villisca	2.0
6-12 TAG Coordinator	3.8
National Honor Society	2.0

HEAD COACHING	
Football	11.0
Basketball -boys	11.0
Basketball - girls	11.0
Track - Boys	8.8
Track - Girls	8.8
Jr. High Football	5.5
Jr. High Track - Boys	5.5
Jr. High Track - Girls	5.5
Jr. High Volleyball	5.5
Golf	8.8
Baseball	11.0
Softball	11.0
Volleyball	11.0
Cross Country	4.4

ACTIVITY	PERCENT
Jr. High Baseball	5.5
Jr. High Softball	5.5
Jr. High Basketball-boys	5.5
Jr. High Basketball-girls	5.5
ASSISTANT COACHING	
Football	7.7
Basketball - boys	7.7
Basketball - girls	7.7
Track	5.5
Volleyball	7.7
Baseball	7.7
Softball	7.7
Jr. High Football	4.4
Jr. High Basketball	4.4
Noon Duty	$900
Overload Pay, per year	$1,300
Other Supervision, per event	$7.50

Teachers shall be paid $7.50, if assigned, for each after school supervisory duty. These duties are concession stand, dances, east door supervision, and elementary concerts. Exceptions are:

1. That each teacher is expected to serve (non-pay) for 1 night of supervisory activity for which the teacher will be given a single activity ticket
2. Those teachers desiring family activity ticket will work 3 nights of supervisory activity.
3. If the concession stand or dance is sponsored by an organization with a paid sponsor.

Career increment of .5% for service above five years on all percentages of 6 % or above.
Career increment of .25% for service above five years on all percentages below 6%.