WASHINGTON CSD/EA 06-07

Agreement between

THE WASHINGTON EDUCATION ASSOCIATION

and

THE WASHINGTON BOARD OF DIRECTORS

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PUBLIC EMPLOYMENT RELATIONS BOARD

2006-2007

TABLE OF CONTENTS

Article		Page
I	Recognition	3
II	Grievance Procedure	3
III	Dues Deduction	6
IV	Payroll Deduction	6
V	Employee Hours and Duties	7
VI	Employee Work Year	7
VII	Employment Changes	8
VIII	Leaves of Absence	10
IX	Reduction of Staff	14
X	Seniority	16
XI	Employee Evaluation Procedure	16
XII	Safety and Health	18
XIII	Insurance	19
XIV	Wages and Salaries	20
XV	New Professionals Mentoring Program	22
XVI	Compliance and Duration of Agreement	24
Schedule A: Salary Schedule		25
Schedule C: Supplemental Salary Schedule for Extra Duties, Time and Activities		26
Schedule D: Grievance Report		28

ARTICLE I
RECOGNITION

Recognition

The Board of Directors of the Washington Community School District, hereafter referred to as the "Board," recognizes the Washington Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiation agent for the following personnel:

INCLUDED:
All full-time and regular part-time classroom teachers, guidance counselors, media specialists, nurses, special education teachers, reading consultants, and reading teachers.

EXCLUDED:
Superintendents, administrative assistants, principals, assistant principals (including those who have part-time teaching assignments), speech clinicians, school psychologists, teacher aides and associates, secretaries, study hall supervisors, food service supervisors and managers, cooks, custodians, maintenance personnel, bus mechanics, bus drivers, and all others excluded by Section 4 of the Act.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to

result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The administration shall determine whether an interference has occurred under this paragraph.

4. All grievances must be presented within ten (10) working days of the date of occurrence or knowledge of the occurrence of the event giving rise to the grievance.

5. At all steps of a grievance after step one (1), the Association and administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.

6. Every employee covered by this Agreement or the Association, shall have the right to present grievances in accordance with these procedures.

C. Grievance Steps

1. Step One: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal.

2. Step Two If a grievance is not resolved informally at the first (1st) step, the aggrieved shall file the grievance in written form (see Schedule D, Grievance Report), with the building principal within seven (7) working days after the informal conference with the building principal. The written shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested. Within seven (7) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve same.

   The principal, or his/her designee, shall render such decision and communicate it in writing to the aggrieved, Association president, and the superintendent within seven (7) working days following the meeting between the principal and the aggrieved.

3. Step Three: In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the superintendent and/or his/her representative(s). Within seven (7) working days representative(s) of the aggrieved, if desired, and the superintendent shall meet in an attempt to resolve the grievance. The superintendent and/or representative(s) shall file an answer within seven (7) working days of the third (3rd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.

4. Step Four: If the grievance is not resolved satisfactorily in step three (3), there shall be available a fourth (4th) step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) working days of the third (3rd) step reply then the grievance will be deemed settled on the basis on the third (3rd) step answer. Grievances which have been processed through the preceding steps of this

procedure and only such grievance shall be submitted to arbitration as provided below:

The Association shall submit, in writing, a request to enter into such arbitration. The Public Employment Relations Board (PERB) shall be requested to provide a list of five (5) arbitrators. This request shall be in the form of a written communication from the grievant and his/her representative(s) which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The party selected to remove the first (1st) name shall do so within three (3) working days after receipt of the list. Each party shall have one (1) working day to remove the next name.

The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, which ever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding to the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising here under.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator, which shall be shared equally by the employer and the grievant or his/her representative(s).

D. Other

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if leaving it unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter. If the step one (1) principal is unavailable, the grievant shall notify the District by registered mail or personal delivery of the inability to meet with the principal within the time allowed under paragraph B4. The principal will contact the grievant within five (5) days of returning to employment with the District. If the superintendent is unavailable to comply with step three (3), the time limits shall be stayed for no more than five (5) days of the superintendent's return to employment with the District.

2. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representatives heretofore referred to in this Article.

3. If a grievance affects more than one (1) building and two (2) or more employees from each building request it in writing the Association may process the grievance to step three (3) of the grievance procedure.

4. Unless agreed to by the superintendent or his/her designee, all grievances shall be processed outside the employee's work day.

ARTICLE III
DUES DEDUCTION

A. Any employee who is a member of the bargaining unit may sign and deliver to the Association an assignment authorizing payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction.

B. Payroll deduction cards shall be presented to the business office on or before September 20 of each year, in alphabetical order by school, and shall continue in effect from year to year provided the amount to be deducted does not vary, unless terminated by the employee by giving thirty (30) days written notice to the Board.

C. Pursuant to a deduction authorization card, the Board shall deduct one-tenth (1/10) of the total current dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year. The Board shall not be responsible for collecting special fees or assessments, back dues, fines or similar items.

D. Any new member of the bargaining unit who is hired after the 1st of September is eligible for payroll deduction provided that all monthly payments are equal and the employee authorizes such deduction within thirty (30) days from the employee's first (1st) day of work.

E. It shall not be the responsibility of the Board to deduct that portion of unpaid dues of any employee who leaves the school district before the end of the school year.

F. A listing of the employees for whom deductions were made shall be provided by the Association, if required by the Association. The Board shall transmit to the Association the total monthly deduction owed for professional dues within ten (10) school days following the regular pay period.

A. The Association agrees to indemnify and hold harmless the School District, each Board member, and all employees of the District against any and all claims, costs, or other forms of liability, and all court costs and attorney's fees arising out of application of the provisions in the agreement between the parties for dues collections.

ARTICLE IV
PAYROLL DEDUCTION

Authorization

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities and deductions for medical insurance.

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

ARTICLE V
EMPLOYEE HOURS AND DUTIES

A. The scheduled employee workday shall be eight (8) hours as determined by the building principal and will include the scheduling of a duty-free lunch period of twenty-five (25) consecutive minutes, except under extenuating circumstances.

B. Employees shall not leave the building to which they are assigned during normal working hours without the approval of the building principal or his/her designee.

C. The starting and dismissal times shall be determined by the administration. Such decisions shall be subject to the grievance procedure, and shall not be made in an arbitrary or capricious manner.

D. Employees shall, in addition to their duty free lunch period, have daily preparation time no less than 30 consecutive minutes daily and 200 minutes in a five day teaching week.

ARTICLE VI
EMPLOYEE WORK YEAR

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

B. Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day shall be paid holidays and shall be included in the employee work year.

C. The following breaks shall be observed during the year:
   1. Labor Day
      Labor Day break shall be Monday, September 4, 2006.
   2. Thanksgiving
      Thanksgiving break shall begin at 1:10 p.m. on Tuesday, November 21, 2006, and shall continue through, and including Friday, November 24, 2006. (Wednesday is a teacher conference comp day)
   3. Winter Break
      Winter break shall begin at 1:10 p.m. on Thursday, December 21, 2006, through and including Monday, January 1, 2007
   4. President's Day
      President's Day break shall be Monday, February 19, 2007
   5. Spring Break
      Spring break shall begin at 1:10 p.m. on Wednesday, April 4, 2007, through and including Monday, April 9, 2007. (Thursday is a teacher conference comp day.)
   6. Memorial Day

Memorial Day break shall be Monday, May 28, 2007.

D. The employee work year shall be one hundred ninety-three (193) days.

ARTICLE VII
EMPLOYMENT CHANGES

A. Definitions

1. Reassignment: Any reassignment occurs when a bargaining unit position has been eliminated or reduced, but there is no layoff of employees.

2. Vacancy: A vacancy occurs when a bargaining unit position has been eliminated or reduced, but there is no layoff of employees.

3. Transfers: A transfer is the movement of an employee into a vacant position from one grade level to another; in another subject area; or from building to building, from one building to more than one building, or from more than one building to one building. There are two types of transfers: voluntary and involuntary.

4. Assignment Exchange: Employees who mutually agree to exchange all or parts of assignments.

B. Notification of Vacancies

1. Postings

All vacant positions shall be posted in each building, through the District e-mail service, on the District web site and delivered to the Association president. During summer vacation, vacant positions will be mailed to employees requesting the same in writing, providing the employee holds or will hold certification approvals to teach in the area of the vacancy by the time of transfer. Vacant position notices shall be mailed during the recall period to reduced employees requesting the same in writing providing the employee holds or will hold certification approvals to teach in the area of the vacancy by the time of reemployment. When appropriate, such notice shall be accompanied by the job classification, specific assignment, any and all prerequisite qualifications, deadline for transfer request, and beginning date of duties. The notice shall be posted for at least seven (7) school days and shall contain the dates when the seven (7) school days posting takes place.

2. Requests

Employees who desire an assignment change or who desire to transfer to another building, may file a dated, written statement of such desire with the superintendent or building principal. The request must be made within seven (7) working days of the first day of the initial posting of the position. Such statement shall include the grades and/or subjects to which the employee desires to be assigned and the school or

schools to which the employee desires to be transferred in order of preference. This request should state the employee's credentials, qualifications and certification for the position, as well as specific reasons for requesting a transfer. Requests for transfers and reassignments for the following year shall be submitted no later than May 15, except in cases of involuntary transfer caused by reduction in force. Exceptions may be made after May 15, by the superintendent or building principal.

3. Subsequent Postings

As soon as practical and no later than June 1, the superintendent shall post all completed transfers in each school and deliver to the Association a system wide list of all persons being transferred and nature of such transfer. All vacancies shall be posted and all requests of staff within the district will be considered for vacancies. Upon knowledge of a vacancy or vacancies, the superintendent shall deliver to the Association President and post in all buildings a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least seven (7) days to allow an employee who has not previously filed a written statement or desire for transfer to request a voluntary transfer to said vacancy. Such posting shall contain the job classification, specific assignment, position/building criteria, deadline for transfer request, and beginning date of duties.

C. Procedure

In determination of request for voluntary transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the instructional and educational requirements of the school district. All applicants will be interviewed by the principal and/or interview team of the building to which the applicants are wishing to transfer. All requests shall be considered on an equitable basis. A transfer will be considered based on the following criteria: credentials, qualifications, certification, and position/building criteria as established by the building principal/committee. If more than one equally qualified employee has applied for the same position, the final determination will be based on seniority. Teachers who have less than two years of teaching experience at the actual effective date of transfer shall have their request honored only if the principal involved agrees to the transfer.

D. Denial Notice

Written notice of employment change will be given to the individual/s concerned as soon as practical. If a request for a change is denied, the specific reason/s for the denial shall be given in writing to the employee in a timely manner.

E. Involuntary Transfer

If an involuntary transfer is necessary, the administration will take into consideration, so far as practical, the employee's training, experience, specific achievements, and service to the district. If an employee is involuntarily transferred, the employee will be notified as soon as practical and a conference will be held with the employee, if requested, with the right of representation, as soon as practical. A written decision of the administrator will be issued within ten (10) days of the conference.

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave

1. Employees covered under this agreement shall be entitled to sick leave, granted in minimum units of one-half (1/2) days at the rate of fifteen (15) days per year.
   a. The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred twenty (120) days.
   b. Employees whose accumulated sick leave for the year exceeds the 120 day maximum, shall receive ten dollars ($10) for each of these excess days in their last June paycheck.

2. Five (5) days of sick leave are permissible without a doctor's certification but the Board of Education may, at its discretion, have the personal illness or injury verified by a physician of its choosing. For sick leave absence over five (5) consecutive days, the employee shall furnish a written certification from a physician on a form provided by the district that the employee is unable to perform his/her usual and ordinary duties of employment.
   a. The Board of Education may, at its discretion, verify such certification in consultation with the physician of the Board's own choosing. In the event of a difference of opinion between the employee's physician and the Board's physician, a third (3rd) physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on all the parties.
   b. In cases of absence due to personal injury involving Worker's Compensation, no individual shall receive more in combined payment of salary and Worker's Compensation during a period of disability than his/her current salary. The difference between enumeration from Worker's Compensation benefits and salary shall be paid by the District. Sick leave deduction shall be in proportion to the District's payment calculated to the nearest one-half (1/2) day. If the injury is due to an accident occurring as a result of a school-sponsored activity and the recovery period extends beyond the individual's accumulated sick leave, insurance, and Worker's Compensation, the Board of Education may review the case.

3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's statement that the employee is able to return to work.

4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

5. Sick leave shall not be granted for elective surgery or for leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.

6. Employees who are aware of an impending absence requiring sick leave shall inform their building principal or the superintendent.

7. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to pregnancy and subsequent recovery and the provisions of personal illness shall apply thereto.

B. Immediate Family Illness

1. A leave of not more than five (5) days in one (1) contract year will be granted where members of the immediate family are hospitalized, or serious or critical illness of a member of the immediate family, calling for the services of a physician of such emergency nature that the immediate presence of the employee is required during the working day, or the presence of the employee is requested in a case of terminal illness. An employee may also use these five (5) days when his/her immediate family member is ill. An additional five (5) days may be granted at the superintendent's discretion (these days will be deducted from the employee's personal sick leave). Extenuating circumstances may be reviewed by the superintendent with additional days being granted. Lost time will not be deducted from sick leave.

2. The "Immediate Family" is defined as father, mother, brother, sister, husband, wife, child, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, stepparent and stepchild. Verification of illness as defined may be requested by the Administration.

3. Additional days may be granted by the superintendent or his/her designee in extreme situations.

C. Employee Discretionary Leave

1. Employee discretionary leave could include but is not limited to: taking care of personal business or legal matters; death of a close, personal friend or relative not covered under bereavement leave; or other personal business.

2. All employees will be granted two (2) days of discretionary leave per contract year equivalent to their full or part-time status if applied for and approved at least five (5) days prior to its use. The superintendent, when an emergency exists, may waive the five (5) day period requirement. The day/s shall be given with full pay.

3. Employee discretionary leave shall not be used to extend vacations or holidays. An exception to this shall be when "Senior Class Day" is held on the Friday before or the Tuesday after Memorial Day.

4. Any unused employee discretionary leave shall accumulate to a maximum of five (5) days.

D. Bereavement Leave

1. If death occurs to an employee's father, mother, brother, sister, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, or parent-in-law, the employee may have up to five (5) days without loss of pay.

2. In the event of the death of a spouse or child of an employee, the employee may have up to ten (10) days leave without salary deduction.

3. Under the conditions stipulated, two (2) days leave per year will be allowed for death of brother-in-law, sister-in-law, grandparents, great grandparents, and grandparents-in-law. In extenuating circumstances the superintendent may grant an extension beyond the two (2) days allowed not to exceed five (5) days.

4. In the event of the death of an aunt, uncle, niece or nephew, the employee may have up to one (1) day of leave without salary deduction.

5. Requests for bereavement leave shall be made in advance to the superintendent or his/her designee whenever possible. If requested by the superintendent or his/her designee, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

E. Association Leave

Upon request by the Association president, a maximum of eight (8) teaching days with no loss in pay shall be made available for members of the Association to attend conferences, conventions of the Iowa State Education Association, National Education Association, and other activities of the Association. Substitutes for teachers on association leave will be hired by the school district and reimbursement will be made to the school district by their Association for said substitutes. Any exceptions to this must be approved by the superintendent.

F. Professional Leave

Attendance at professional meetings or visiting other schools is permitted at full pay if such absence is approved by the superintendent. If any teacher, or other certified employee, wishes to be absent from duty for a brief period to attend a professional meeting or to visit schools, a written request for such absence should be signed by the principal and approved and filed with the superintendent whenever possible one (1) week before the first (1st) day of anticipated absence. Consideration will be given for teacher requests regardless of prior district mandated professional leave.

G. Public Office Leave

1. A leave of absence without pay not to exceed four (4) school years nor less than one (1) school year may be request by an employee through the superintendent to the Board of Education for decision concerning serving and holding a public position at the state or national level.

2. The responsibility of the Board of Education to the pupils and the educational program of the District, the interruption of the continuity of the educational program, and the

availability of substitute replacements shall constitute the basis for Board consideration and decision.

3. Further provided that said leave of absence does not violate the employment rights of the substitute or replacement employee.

4. Requests should be submitted well in advance of the anticipated leave, with a minimum of sixty (60) days being necessary to provide adequate planning of the educational program.

5. The Board of Education maintains the option of determining the number of such "leaves" as may be granted at any time.

6. Upon return from such leave an employee will be placed on the next vertical step of the salary schedule from placement at commencing this leave.

H. Jury and Legal Leave

1. Any employee called for jury duty during school hours or who is required to appear in court or at any administrative proceeding by a subpoena, or who shall be asked to testify in any arbitration matter shall be provided such time without loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the Washington Community School District.

2. Cases involving an employee's personal matters and which are not job related shall be excluded.

3. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

I. Special Leave

Any employee may be granted a leave of absence with or without pay for reasons acceptable to the superintendent.

J. Adoption Leave

Adoption leave up to ten (10) paid days may be allowed. The district will pay for the substitute.

K. General Provisions on Leave of Absences

1. Any decision of the superintendent necessary under the leave provisions shall be subject to the grievance procedure and shall be upheld unless shown to be arbitrary or capricious in nature.

2. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will terminate the employee's relationship with the Board

except under extenuating circumstances, which the Board may require the employee to substantiate or unless the Board determines otherwise.

3. An employee on leave of absence may return to work prior to the expiration of the leave of absence, upon approval of the Board. Such employee shall give the Board as much advance notice as possible for the early return to work.

4. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

L. Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the preexisting family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

M. Sabbatical Leave

An unpaid sabbatical leave may be granted up to one year for educational purposes when the program cannot be completed during the school year or summers. Upon returning to the same position, horizontal movement on the salary schedule will not occur for the first year. A sabbatical leave will be granted at the superintendent's discretion and if a suitable replacement is found.

ARTICLE IX
REDUCTION OF STAFF

A. Definition

Employee reduction (or layoff) is the partial or total termination of an employee. This includes reduction to fewer daily and/or weekly hours, due to the partial or total elimination and/ or reassignment of his/her position.

When in the sole, and exclusive and final judgment of the Board, the Board deems it necessary to reduce employees, the procedure set forth in this Article shall be under the procedure specified below.

1. Employee(s) on emergency or temporary certification - in the event no employee(s) affected by such certification, then;

2. Employee(s) who are fully certified in a subject area or grade level affected will have contracts terminated as follows:

a. If a choice must be made between two (2) or more employees of equal skill, ability, competence and qualification to teach in the designated area, contract renewals will be given to the employee(s) with the greater seniority as defined in Article X, Seniority.

b. Relative skill, ability, competence and qualifications of available employees to do the available work.

c. If length of service is equal between employees the breadth of certification and experience with different grade levels and subject matters.

d. Amount of training and professional improvement, job performance evaluation and seniority.

e. Extra duty assignments will be a determining factor when needed to maintain a program where applicable in contract termination.

3. Termination will be considered within pre-kindergarten through sixth grade positions and seventh through twelfth grade positions.

B. Recall Rights

1. Any employee who has her/his contract terminated under provisions of this Article will have recall rights to a position for which he/she is certified and qualified for as determined by the Board for a period of one (1) year from the date of termination, and shall be recalled to that position in reverse order of termination.

   The administration shall provide written notice to the employee affected by this recall Article.

2. Any employee reemployed by exercising her/his recall rights shall maintain all unused accumulated sick leave and shall be placed on the proper step of the salary schedule An employee on recall shall not accrue any sick leave or experience on the salary schedule. Any employee hired as a full-time employee by another District during the recall period shall forfeit all recall rights and benefits.

3. Qualified employees on leave shall be reinstated in inverse order of placement on leave whenever vacancies exist.

4. Employees hired to fill a vacancy created by the awarding of a leave of absence or hired after September 1, shall not be eligible for the benefits of this Article.

5. Any employee who resigns upon request for reasons of employee reduction or realignment, or who is terminated under Section 279.13 as it relates to provisions of this Article, shall be accorded the recall rights provided by this Article unless specifically waived in writing.

ARTICLE X
SENIORITY

A. Seniority shall be defined as the length of consecutive full-time years of professional employment in the Washington Community School District from the first (1st) day of service. Full-time employees who are reduced to part-time will receive pro-rata seniority for their years of part-time service. Leaves do not break seniority.

B. By September 30 of each year the District shall post in each attendance center a list of all professional employees (teachers, nurses) and their respective years of seniority in the Washington Community School District. The Association president shall also receive by District inter-building mail a copy of the seniority list. Teachers and nurses will have thirty (30) days from the September 30 date to respond to any possible corrections to the list.

ARTICLE XI
EMPLOYEE EVALUATION PROCEDURE

A. Each school year, with in (4) weeks after the beginning of the school year, employees shall be presented with the evaluation procedures and instruments including the Iowa Teaching Standards and Criteria and any other expectations the evaluator will use. An evaluation shall take place until such orientation has been completed.

B. Overview of Evaluation Process

1. **Tier I Teachers**: two year process
   a. Two observations due by February 1.
   b. One observation due before the summative conference.
   c. Summative conference must be held by March 30.
   d. Forms:
      - pre-observation form filled out by tier one teacher
      - observation reflection form filled out by tier one teacher
      - administrator report of teacher performance filled out by building principal.
   e. Repeat for year two.
   f. Washington Community School District Comprehensive Summative Evaluation will be filled out at the end of the second year of the tier one teacher by the building principal.
   g. A Professional Growth Plan will be part of the ongoing evaluation process. It will be reviewed annually with the building principal.
   h. A portfolio will be part of the ongoing evaluation process.

2. **Tier II Teachers**: continuous informal process and one year formal process every three years
   a. Two formal observations by May 1.
   b. Summative conference by the end of the contracted year.
   c. Forms:
      - pre-observation form filled out by tier two teacher
      - observation reflection form filled out by tier two teacher
      - administrator report of teacher performance filled out by building principal.

d. Washington Community School District Career Review Performance Summary will be filled out annually for all certified staff by the building principal.
e. A Professional Growth Plan will be part of the ongoing evaluation process. It will be reviewed annually with the building administrator.
f. A portfolio will be part of the ongoing evaluation process. It will be reviewed during the three year evaluation.

3. **Tier III Intensive Assistance Plan**

a. **Awareness Phase**
In the awareness phase, the administrator/evaluator identifies a problem relating to the Teaching Standards (only Iowa Standards one through seven can be identified for placement in an intensive assistance tier) that is characteristic of a teacher's performance rather than an anomaly. The evaluator should contact the staff member in writing, makes him/her aware of the problem, collaboratively develop the means to resolve the problem, and schedule a time (not to exceed three months) to discuss resolution. While the teacher and the evaluator attempt to resolve the problem, the staff member continues to remain in Tier II and work on the District and Individual Teacher Career Development Plans. At the conclusion of the agreed upon timeframe, the evaluator will review the progress and will make one of the following recommendations:

- The problem is resolved and the staff member is removed from the awareness phase and continues to work within Tier II.
- In the event the problem is not resolved, the staff member is notified in writing and placed into the assistance phase. Placement in the assistance phase would suggest that activities regarding the professional development plan in Plan II would be suspended. The evaluator must approve the decision to postpone the teacher's responsibility for engaging in the learning identified in the District Career Development Plan.

b. **Assistance Phase**
After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of placement in the Assistance Phase. A copy is forwarded to the Superintendent's office and is placed in the personnel file. The staff member should also be notified of his/her right to request assistance from the local association. A conference will be held between the staff member and the evaluator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teaching Standards (Standards 1 – 7) as well as specific-growth promoting goals that are measurable, action-oriented, realistic, and time-bound. In addition the plan will include specific strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. The summative evaluation of the teacher in the intensive assistance tier must be made by the designated evaluator. At the end of the designated timeframe, one of three recommendations will be made at the time of the summative evaluation:
- The problem is resolved, the staff member is removed from the Assistance Plan
- Progress is noted, the timeline is extended but may not exceed twelve months according to Iowa law and work continues in the assistance phase.

- The problem is not resolved, progress is not noted. Actions are then taken by the district to move towards a recommendation for non-renewal of contract.

C. Observations of the work performance of an employee shall be conducted openly. Each employee shall receive his/her written copy of all formal evaluations. Each supervisor will advise the employee whether the district standards for performance have been met during the three-year evaluation cycle. The employee shall sign the supervisor's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

D. The employee shall have the right to submit an explanation or other written statement regarding any materials used for evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the conference. Any material used for evaluation purposes shall not be placed in the employee's personnel file without the employee's knowledge.

E. All employees' evaluations are to be fair and accurate with differences in opinion following the grievance procedure as listed in Article II.

F. The supervisor shall provide to the employee specific suggestions for improvement/growth in writing during the employee's evaluation. The supervisor shall provide the employee with assistance for the implementation of the suggestions for improvement/growth. Any areas for professional improvement/growth not listed on the subsequent evaluation are deemed to be satisfactorily corrected by the employee.

G. The parties acknowledge Article XI has been rewritten for 2005-2006. They also acknowledge Article XI may need revisions during the following years.

ARTICLE XII
SAFETY AND HEALTH

A. Safety Provisions

The employer shall provide a safe working environment for all employees. The Board shall take the steps, within reasonable limits, to protect employee's physical safety from student, parent, or intruder threats and/or violent actions.

In the case of an assault on an employee, the following conditions shall apply:

1. Legal Assistance

   The Board shall give support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties on school property or when supervising school sponsored activities.

2. Leave

   The Board of Directors shall grant up to five (5) days per year of additional sick leave for absences caused by emotional or physical injuries suffered in an unprovoked

assault while on school property or while supervising school sponsored activities. An additional five (5) days may be granted at the discretion of the superintendent.

3. Reporting Assaults
Employees shall immediately report to their principal or other immediate supervisor and may report to the police cases of verbal or physical assault suffered by them in connection with their employment. Such notification shall be immediately forwarded to the Association president and to the superintendent by the employee's principal/supervisor.

B. Physical Examinations
When an employee is required by law to have a physical examination, he/she will submit the costs to her/his insurance company and the District will pay up to one hundred dollars ($100) of the amount not covered by insurance.

C. Smoking Provisions

As of August 1, 1994, all Washington Community School buildings and grounds will be smoke free.

D. Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be evacuated when the proper authorities deem it necessary. No employee shall be required to search for a bomb.

E. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing, eyeglasses, dentures, or personal property damaged or destroyed while the employee is acting in the discharge of her/his duties within the scope of her/his employment if the employee is unable to collect from the offender/offender's parents/offender's insurance company, or the employee's insurance company.

ARTICLE XIII
INSURANCE

The Board shall provide the following paid insurance protection to employees with benefits to be maintained at a level no less than in effect at the time of execution of this Agreement.

A. The Board shall pay the monthly health insurance costs for each full-time employee, up to three hundred sixty-three dollars and seventy-three cents ($363.73). This benefit can be used toward family coverage, but is capped at a maximum limit of three hundred sixty-three dollars and seventy-three cents per month. The employee is eligible to receive the difference between the single Alliance Select and the single Blues Advantage premiums in the form of an employee chosen 403(b) plan. When a wife and husband are both employed by the district and select a family health insurance plan, they are allowed to

apply the two single policy premiums toward their family plan. The single and family policies must be from the same plan.

B. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

C. The Board shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.

D. For full-time employees, the Board agrees to pay the premium cost of twenty-two thousand five hundred dollars ($22,500.00) term life insurance and accidental death and dismemberment and long-term disability insurance equivalent to the "Group Plan" now in effect with the Washington Community School District. The long-term disability insurance shall cover sixty percent (60%) of salary with a yearly maximum covered salary of thirty thousand dollars ($30,000.00). Employees may purchase additional term life insurance from the same insurance carrier as allowed by the carrier (not to exceed fifty thousand dollars [$50,000.00] total insurance) at the employee's cost.

E. The Board shall pay up to twenty-four dollars and twenty-three cents ($24.23) towards the single dental insurance premium for all full time employees. Employees may elect to have the district contribution to single dental insurance credited toward a family dental insurance premium. This policy shall be equivalent to Delta Dental Plan I.

F. Part-time employees shall be eligible for single or family health and dental insurance on a pro-rata basis.

G. The Board shall maintain a system of flexible spending accounts for employee use. The use of the system shall remain optional and shall only be for employee child care expenses, unreimbursed medical and dental expenses and/or premiums, and/or additional life insurance.

ARTICLE XIV
WAGES & SALARY

A. Placement on Salary Schedule

1. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two (2). Any employee hired prior to the end of the first (1st) semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit up to the tenth (10th) step of any salary level on the salary schedule shall be given for previous teaching experience in a duly accredited school upon initial employment. Credit will be given for all graduate level educational degrees. Experience outside the teaching profession for related work in critical subjects or

content area shortages, will be evaluated by the Board and credit given on the salary schedule will be given in accordance with the Board's judgment.

3. An employee assigned to extracurricular activities for which compensation is given shall be placed on his/her proper step as of the effective date of the Agreement. Up to five (5) years credit shall be given for outside coaching experience.

B. Advancement on Salary Schedule

1. Employees who move from one (1) educational lane to a higher educational lane on the salary schedule shall first move horizontally to the next lane and then shall take the annual increment stipulated for that step.

2. All Iowa Department of Education credits that satisfy relicensure standards shall also satisfy District barrier credit. Credit for employee lane advancement of Salary Schedule A requires graduate credit.

3. Any employee whose assignment exceeds the contract year shall be reimbursed at a per diem rate based upon the salary schedule.

4. The Board shall be notified of an employee's intention to make a lane change by July 1. Transcripts and proof of completion of course work must be sent to the Board Secretary by September 1.

C. Method of Payment

1. Pay Periods
Each employee shall be paid in twenty four (24) equal installments on the fifteenth (15th) and twenty-ninth (29th) of each month. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. Employees shall receive their checks at their regular building.

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

3. A retiring employee may elect to receive his/her July and August installment with the June installment during the year in which he/she retires.

D. Extra Curricular Duties

Any employee assigned more than one (1) duty involving ticket selling, taking tickets or guarding doors at senior high school will be paid at the rate of fifteen dollars ($15.00) per activity for ticket selling and ten dollars ($10.00) for taking tickets and guarding doors.

E. Student Teacher Reimbursement

Any employee assigned a student teacher will receive the entire payment given to the district from the college that the student teacher is attending.

F. Teacher Compensation Allocation

If the District participates, and if the Legislature allots funds of the Student Achievement and Teacher Quality Program (SF476), any available funds will be distributed as follows.

The distribution will be separate from and in addition to the bargained salaries, Phase I and Phase II for 2006-2007.

1. Minimum salaries for first-year beginning teacher, second year beginning teacher and career I teacher will be paid according to the salary provisions of the law.

2. Any remaining funds from the District's appropriation will be distributed to all other teachers equally.

ADDENDUM TO ARTICLE XIV
(AS A RESULT OF GRIEVANCE #04-GA-05 settlement on September 08, 2003)

A. This article is referring to: initial placement on salary schedule for hiring.
A2. Last sentence will refer to: Related work experience outside the teaching profession.
Addition to Section A:
4) a. Inform Association President when credit is given per Article XIV, A2, prior to offering a contract.
b. District will advertise on two Sundays in major newspapers and on State web site.
c. Shortage areas are as listed by the Iowa Department of Education.

ARTICLE XV
NEW PROFESSIONALS MENTORING PROGRAM

If the District participates and if the Legislature allots the funds for the New Professionals Mentoring Program, the following plan will be in effect.

A. Definitions:

1. **New Professional Mentoring Program**: The Washington Community School District's program of support and assistance for New Professionals.
2. **New Professional**: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.
3. **Instructional Mentor**: A teacher who has been trained and assigned to provide assistance to a New Professional in our District's New Professional Mentoring Program.

B. Wages

1. Instructional Mentor
Each Instructional Mentor assigned by the District shall receive $500 per semester for mentoring one New Professional. An Instructional Mentor shall mentor no more than

one New Professional each semester. Training and required District mentoring meetings outside the regular workday and/or contract year will be scheduled no more than once a month unless agreed upon by the Mentor/New Professionals group.

2. New Professionals
   Training and required District mentoring meetings outside the regular workday and/or contract year will be scheduled nor more than once a month unless agreed upon by the Mentor/New Professionals group

C. Evaluation

1. The New Professional evaluation tool is currently being aligned with the District's Beginning Teacher Mentoring and Induction Program and will meet specifications required by law.

2. The role of an evaluator/administrator and Instructional Mentor is to communicate with one another regarding the ongoing needs/strengths/concerns of the beginning teacher on a regular basis. The role of an Instructional Mentor is not that of an evaluator.

3. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

D. Professional Leave

Each Instructional Mentor and each New Professional may be provided at least two (2) days each half year of paid professional leave. Such leave may be used in two (2) hour blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development.

E. Process for Dissolving Mentoring Partnerships

If an Instructional Mentor/New Professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) working days.

ARTICLE XVI
COMPLIANCE AND DURATION OF AGREEMENT

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

B. Posting Agreement
A copy of the master contract shall be posted on the Washington Community School District web site and individual building servers for all personnel to access. Two (2) paper copies shall be available for all staff in each building: one (1) in the administrator's office and one (1) in the media staff center.

C. Changes
Any change in the contract shall be reduced to writing and signed by the WEA President, WEA chief negotiator, Washington Community School District Board Representative, and District chief negotiator before being implemented.

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

FOR THE ASSOCIATION	FOR THE SCHOOL BOARD
_____	_____
President	**President**
_____	_____
Negotiator	**Negotiator**
	_____
	Negotiator
_____	_____
Date	**Date**

2006-2007 SALARY SCHEDULE A

Step	III BA or BS Degree	IV BA or BS +15 Degree	V BA or BS +24 Degree	VI MA or MS Degree	VII MA or MS +15 Degree	VIII MA or MS +30 Degree
1	1.00 26050	1.04 27092	1.06 27613	1.10 28655	1.15 29958	1.20 31260
2	1.04 27092	1.08 28134	1.10 28655	1.14 29697	1.19 31000	1.24 32302
3	1.08 28134	1.12 29176	1.14 29697	1.18 30739	1.23 32042	1.28 33344
4	1.12 29176	1.16 30218	1.18 30739	1.22 31781	1.27 33084	1.32 34386
5	1.16 30218	1.20 31260	1.22 31781	1.26 32823	1.31 34126	1.36 35428
6	1.20 31260	1.24 32302	1.26 32823	1.30 33865	1.35 35168	1.40 36470
7	1.24 32302	1.28 33344	1.30 33865	1.34 34907	1.39 36210	1.44 37512
8	1.28 33344	1.32 34386	1.34 34907	1.38 35949	1.43 37252	1.48 38554
9	1.32 34386	1.36 35428	1.38 35949	1.42 36991	1.47 38294	1.52 39596
10	1.36 35428	1.40 36470	1.42 36991	1.46 38033	1.51 39336	1.56 40638
11	1.40 36470	1.44 37512	1.46 38033	1.50 39075	1.55 40378	1.60 41680
12	1.44 37512	1.48 38554	1.50 39075	1.54 40117	1.59 41420	1.64 42722
13		1.52 39596	1.54 40117	1.58 41159	1.63 42462	1.68 43764
14		1.56 40638	1.58 41159	1.62 42201	1.67 43504	1.72 44806
15		1.60 41680	1.62 42201	1.66 43243	1.71 44546	1.76 45848
16		1.64 42722	1.66 43243	1.70 44285	1.75 45588	1.80 46890
17			1.70 44285	1.74 45327	1.79 46630	1.84 47932
18			1.74 45327	1.78 46369	1.83 47672	1.88 48974
19				1.82 47411	1.87 48714	1.92 50016
20				1.86 48453	1.91 49756	1.96 51058
21						2.00 52100

NURSE

1	.865	22533
2	.900	23445
3	.935	24357
4	.970	25269
5	1.005	26180
6	1.040	27092
7	1.075	28004
8	1.110	28916
9	1.145	29827
10	1.180	30739
11	1.215	31651
12	1.250	32563

SCHEDULE C – 2006-2007

SUPPLEMENTAL SALARY SCHEDULE FOR EXTRA DUTIES, TIME & ACTIVITIES
BASE = 14.00% OF SALARY SCHEDULE A BASE

POSITION	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
1. Head Football, Basketball, Wrestling, Track, Baseball, Volleyball & Softball; HS Vocal Music; HS Instrumental Music	1.00 3647	1.10 4012	1.20 4376	1.30 4741	1.40 5106
2. Assistant Varsity Football, Basketball, Wrestling, Track, Baseball, Volleyball & Softball; Assistant Vocal Music (7-12); Assistant Instrumental Music (7-12); Strength & Conditioning	0.70 2553	0.75 2735	0.80 2918	0.85 3100	0.90 3282
3. 9th Grade Football, Basketball; Wrestling, Track & Volleyball; Head Soccer	0.55 2006	0.60 2188	0.65 2371	0.70 2553	0.75 2735
4. Assistant 9th Grade Football & Basketball; Assistant Soccer	0.45 1641	0.50 1824	0.55 2006	0.60 2188	0.65 2371
5. Head Varsity Golf; HS Annual; HS Fall Play; HS Spring Play; Split Season: 7th & 8th Grade Basketball & Wrestling; 7th & 8th Grade Football; Cross Country; 7th & 8th Grade Track & Volleyball; H.S. Speech (Large Group)	0.40 1459	0.45 1641	0.50 1824	0.55 2006	0.60 2188
6. Assistant 7th & 8th Grade Football, Basketball, Track & Volleyball; HS Newspaper Advisor; HS Speech & JH Speech (Small Group)	0.30 1094	0.35 1276	0.40 1459	0.45 1641	0.50 1824
7. JH Newspaper Advisor; Art Service Club; HS & JH A-V Director; Drill Team; JH Fall One Act Play; JH Spring One Act Play; HS & JH Student Council Advisor; JH Equipment Manager; JH Cheerleader Advisor; Assistant HS Fall Play; Assistant HS Spring Play	0.30 1094	0.32 1167	0.34 1240	0.36 1313	0.40 1459
8. HS Football (Varsity and JV), Basketball	0.20 729	0.23 839	0.25 912	0.28 1021	0.30 1094

& Wrestling Cheerleader Advisor; Director of Cheer leading; Upper Elementary Band; Upper Elementary Vocal Music; Assistant HS Speech					
9. Varsity Football & Basketball Scout	0.10 365	0.10 365	0.10 365	0.10 365	0.10 365

SCHEDULE D
GRIEVANCE REPORT

____
School District   #

____
Building   Date Filed

____________________________________Distribution of Form:
Name of Aggrieved Person

1. Association
2. Employee
3. Building Principal
4. Superintendent

- -

STEP II

A. Date Violation Occurred

B. Section(s) of Contact Violated

C. Statement of Grievance

D. Relief Sought

____
Signature of Aggrieved   Date

____
Signature of Principal or Designee   Date

E. Disposition by Principal

____

Signature of Principal Date

- -

STEP III

A. ____

______Signature of Aggrieved Person Date

____

Signature of Superintendent Date

B. Disposition by Superintendent or His/Her Designee

____

Signature of Superintendent Date

- -

STEP IV

A.

______Signature of Aggrieved Person

______Signature of Association President

B.

______Date Submitted to Arbitration

______Date Received by Arbitration

C. Disposition and Award of Arbitrator

Signature of Arbitrator Date