Winterset CSD Winterset EA 8/1/2006 7/31/2007

WINTERSET CSD/EA 06-07

# COMPREHENSIVE AGREEMENT

between the

Winterset Community School District

and the

Winterset Community Education Association

for the

2006-07 School Year

"With Excellence in Mind"

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## ARTICLE I - PREAMBLE

The Board of Directors of the Winterset Community School District and the Winterset Community Education Association recognize and declare that providing a quality education for the students of the Winterset Community School District is their goal. The parties further recognize that attainment of this goal is a joint responsibility of the Board, administrative and supervisory staff, support staff, and professional instructional staff members of the District. All District employees recognize the mission of the Winterset Community Schools is to provide durable learning experiences in a caring, effective community where all people grow. It is agreed that the District and Association will work together to do what is best for students.

It shall be the aim of the parties to this Agreement to define provisions covered by this Agreement.

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 District recognizes the Association as the sole and exclusive negotiating agent for all personnel as set forth in the Public Employment Relations Board (hereinafter referred to as PERB) certification instrument (Case No. 273 as amended by Case No. 772) issued by PERB on the 29th day of October 1976.

The Unit described in the above certification is as follows:

INCLUDED: All instructional staff members of the Winterset Community School District, who are full or regular part-time instructional staff members. Specific job classifications included are: Classroom teachers (academic, vocational, remedial, physical education, music, art and drama), media specialists, guidance counselors, Title I teachers, student assistance coordinators, alternative school teacher, and nurses.

EXCLUDED: Superintendent, Principals, curriculum director, physical operations director, activities director, business manager, and all other instructional staff members specifically excluded by Section 4 of the Act.

B. Definitions

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Winterset Community School District or its duly authorized representatives.
2. The term "instructional staff member," as used in this Agreement, shall mean all professional instructional staff members represented by this Association in the bargaining unit as defined and certified by the PERB.
3. The term "Association," as used in this Agreement, shall mean the Winterset Community Education Association or its duly authorized representatives.
4. The term "District," as used in this Agreement, shall mean the Winterset Community School District or its duly authorized representatives.
5. The term "preparation time" as used in this agreement will mean not less than twenty (20) minutes.

## ARTICLE III - INSTRUCTIONAL STAFF MEMBER WORK YEAR

A. In-School Work Year

The in-school work year shall consist of 189 days of service, of which 180 days shall be teaching days. Of the in service/work days prior to the start of the school year, district or buildings meetings will not be scheduled on one day.

All professional instructional staff members who are employed by the District for the first time will be required to report for duty two days prior to the opening orientation. These days will consist of orientation for the new instructional staff members. The total work year for new instructional staff members will be 191 days.

Part-time instructional staff shall attend workshop, in-service, parent-teacher conference, and testing days in proportion to their contract. The part-time staff members shall meet with their immediate supervisor to determine which days and hours the staff member shall be in attendance at workshop, in-service, parent-teacher conference, and testing days. If the part-time staff member is required to attend workshop, in-service, parent-teacher conferences, or testing day activities beyond contracted proportional time, the staff member shall be paid per diem for such attendance. Payment shall be made during the next pay period.

If the legislature should fund additional days for staff development, teachers shall be compensated on a per diem basis. If funds are insufficient to pay for an entire day, the school will require the teachers to be in attendance for the amount of time equivalent to the percentage of their per diem salary that is funded.

B. School Calendar

The school calendar will be approved by the Board. A calendar advisory committee with Association representatives shall be established as a means by which recommendations will be made to the Superintendent regarding the organization of the District's calendar. The committee will include a representative from each of the schools.

## ARTICLE IV - INSTRUCTIONAL STAFF MEMBER HOURS

It is understood and agreed that the daily work schedule of instructional staff members shall be determined by the District.

The normal work day shall consist of eight (8) hours and will be from 7:30 a.m. to 3:30 p.m. or 7:45 a.m. to 3:45 p.m. The staff member shall choose their work day hours at the beginning of each school year. The beginning and ending time may be varied as necessary by the District to meet the District's requirements.

On Fridays or on days immediately preceding scheduled holidays, recesses, early dismissals, and on days when school is dismissed because of inclement weather or other emergencies, the instructional staff member's day shall end after busses depart. If, during the first week of school, school is dismissed early to allow the instructional staff additional preparation time, normal work hours will be observed.

Full-time K-5 classroom teachers will have preparation time during the time that their students have special classes such as art, music, science, guidance, physical education, library, and recess when the teacher does not have an assigned duty. Full-time K-5 teachers who do not have at least two hundred seventy (270) minutes per six (6) day cycle will receive compensation in the amount of three thousand dollars ($3000) for the school year so assigned.

Full-time 6-12 classroom teachers will have a preparation time of at least two hundred fifty (250) minutes per six (6) day cycle. A teacher assigned a seventh class period or one block in a term responsibility will receive compensation in the amount of fifteen hundred dollars ($1500) for the semester or term assigned. A 6-12 teacher may be assigned a seventh class period or fourth block only one semester or term of the school year.

Preparation time shall be used for student and/or parent conferences, lesson preparation, or any other relevant instructional effort in the District. The parties recognize and agree that providing preparation time for full-time teachers is important to the quality of the District's instructional program. The parties further recognize and agree that circumstances such as emergencies and absenteeism may arise causing preparation time to be reduced and/or unavailable; the District agrees, however, to use its best efforts to see that adequate preparation time is available where practical.

Teachers will be scheduled to receive a duty-free lunch period of at least twenty (20) minutes. This lunch period shall not be part of a regularly scheduled planning period.

## ARTICLE V - WAGES AND SALARIES

A. Schedule

The salary schedule is attached hereto and made a part hereof.

B. Placement on Salary Schedule

1. A new instructional staff member may receive up to full credit for uninterrupted prior teaching experience. An instructional staff member employed for the second semester will receive full credit for one (1) year of service.

2. An instructional staff member with previous teaching experience in the Winterset Community School District shall, if rehired by the District, be restored to the next vertical step on the schedule above that at which he/she left provided, however, that said instructional staff member returns to the District within five (5) years. The placement of an instructional staff member who is rehired after five (5) years shall be determined by the District.

C. Advancement on Salary Schedule

1. Instructional staff members on the salary schedule shall be granted one increment or vertical step on the schedule for each year of service.

2. An employee who fails to sign and return his or her continuing contract by at least the twenty-first day following the delivery date, or date that has been established that delivery was attempted, will not be advanced on the salary schedule and will not receive any negotiated teaching and supplemental salary increase for the ensuing year unless an extension has been granted for good cause.

D. Educational Classes

Instructional staff members covered by the regular salary schedule who are eligible to move horizontally from one educational class to a higher educational class shall move to the corresponding step on the higher class if such step is available on the schedule. For an instructional staff member to advance from one educational class to another, he/she shall (1) file notice of intent to advance on or before February 1 and (2) file evidence of additional educational credits from a program approved by the Iowa State Board of Education on or before September 1 of that calendar year.

Placement on the salary schedule in educational classes will be determined by the number of semester hours the instructional staff member has earned by September 1st of the school year.

| | |
|---|---|
| CLASS I Placement | 90 hours but less than BA degree |
| CLASS II Placement | BA or an equivalent degree |
| CLASS III Placement | BA or an equivalent degree + 10 semester hours |
| CLASS IV Placement | BA or an equivalent degree + 20 semester hours |
| CLASS V Placement | BA or an equivalent degree +30 semester hours |
| CLASS VI Placement | MA or an equivalent degree |
| CLASS VII Placement | MA plus 15 semester hours |
| Class VIII Placement | MA plus 30 semester hours |
| Class IX Placement | MA plus 45 semester hours |

1. The 10 or 15 semester hours required between classes must have been earned in the ten years prior to application to move to the higher class. The 10 semester hours required between the BA+20 and BA+30 must have been earned after moving to the BA+20 class and in the five years prior to application to move to the BA+30 class.
2. At least three (3) of the semester hours required between classes must be earned from an approved college or university. At least six (6) of the ten semester hours required between the BA+20 and BA+30 classes must be earned from an approved college or university.

3. All hours past the MA lane will be graduate credit hours in order to move on the salary schedule. With the approval of the Superintendent, undergraduate hours may be accepted if it is a District need. All hours earned prior to August 31, 2004, will be approved to move on the salary schedule.

E. Method of Payment

Each instructional staff member will be paid in twelve (12) equal installments on the fifteenth (15th) day of each month. With resignation or retirement notice by September 1, the employee can apply for payment over ten (10) equal installments through June. Arrangements for benefit payments (for July and August) have to be made with the Business office at the time of application. When the pay date falls on a Saturday or Sunday, the checks will be issued on the preceding Friday. The summer checks will be mailed to the instructional staff members, or electronically deposited, on the regular pay date. Upon request of an instructional staff member for unusual circumstances, the Superintendent may authorize the instructional staff member to receive the July and August installments with the June installment.

Instructional staff members new to the district may request, in writing, early payment of part of their September paycheck. If that request is approved, the instructional staff member may receive one-half (1/2) of the first regular monthly paycheck two (2) weeks prior to the September pay day.

F. Salary Supplements

Phase I and Phase II salary supplements received pursuant to H.F. 499 shall be placed on the salary schedule, as calculated on the amount allocated from the State's receipt of the certification of the amount of allocation for the school district, to increase the instructional staff member's compensation. If H.F. 449 (Phase I and II) allocations are discontinued by the State, the certificated amount shall be withdrawn so as to reduce salary schedule compensation. Forthcoming allocations that replace Phase I and/or Phase II shall be incorporated into the salary schedule.

Funds generated from the Teacher Quality Bill (HF 413) shall be distributed according to the law. Remaining funds shall be divided equally among veteran staff. These funds will be distributed each year in a separate payment on or before June 25.

G. Instructional Staff Member Resignations

An instructional staff member requesting release from a contract after June 1 will be required to pay the District up to $500 for actual, additional expenses incurred to hire a suitable replacement. An instructional staff member requesting release from a contract after July 1 will be required to pay up to $1000 for actual, additional expenses incurred to hire a suitable replacement. The expenses of hiring a suitable replacement shall be paid within thirty days or will be deducted from the instructional staff member's salary. The instructional staff member will be provided an itemized statement of the expenses.

H.

# 2006-07 Salary Schedule

| STEP | CLASS I | | BA CLASS II | | BA+10 CLASS III | | BA+20 CLASS IV | | BA+30 CLASS V | | MA CLASS VI | | MA+15 CLASS VII | | MA+30 CLASS VIII | | MA+45 CLASS IX |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 22,329 | 1.000 | 26,269 | 1.025 | 26,926 | 1.050 | 27,582 | 1.075 | 28,239 | 1.115 | 29,290 | 1.150 | 30,209 | 1.185 | 31,129 | 1.220 | 32,048 |
| 1 | 23,110 | 1.035 | 27,188 | 1.060 | 27,845 | 1.085 | 28,502 | 1.110 | 29,159 | 1.150 | 30,209 | 1.185 | 31,129 | 1.220 | 32,048 | 1.255 | 32,968 |
| 2 | 23,892 | 1.070 | 28,108 | 1.095 | 28,765 | 1.120 | 29,421 | 1.145 | 30,078 | 1.185 | 31,129 | 1.220 | 32,048 | 1.255 | 32,968 | 1.290 | 33,887 |
| 3 | 24,673 | 1.105 | 29,027 | 1.130 | 29,684 | 1.155 | 30,341 | 1.180 | 30,997 | 1.220 | 32,048 | 1.260 | 33,099 | 1.295 | 34,018 | 1.330 | 34,938 |
| 4 | 25,455 | 1.140 | 29,947 | 1.165 | 30,603 | 1.190 | 31,260 | 1.215 | 31,917 | 1.260 | 33,099 | 1.300 | 34,150 | 1.335 | 35,069 | 1.370 | 35,989 |
| 5 | 26,236 | 1.175 | 30,866 | 1.200 | 31,523 | 1.225 | 32,180 | 1.250 | 32,836 | 1.300 | 34,150 | 1.340 | 35,200 | 1.375 | 36,120 | 1.410 | 37,039 |
| 6 | 27,018 | 1.210 | 31,785 | 1.235 | 32,442 | 1.260 | 33,099 | 1.290 | 33,887 | 1.340 | 35,200 | 1.380 | 36,251 | 1.415 | 37,171 | 1.450 | 38,090 |
| 7 | 27,799 | 1.245 | 32,705 | 1.270 | 33,362 | 1.300 | 34,150 | 1.330 | 34,938 | 1.380 | 36,251 | 1.420 | 37,302 | 1.455 | 38,221 | 1.490 | 39,141 |
| 8 | 28,581 | 1.280 | 33,624 | 1.310 | 34,412 | 1.340 | 35,200 | 1.370 | 35,989 | 1.420 | 37,302 | 1.460 | 38,353 | 1.495 | 39,272 | 1.530 | 40,192 |
| 9 | 29,474 | 1.320 | 34,675 | 1.350 | 35,463 | 1.380 | 36,251 | 1.410 | 37,039 | 1.460 | 38,353 | 1.500 | 39,404 | 1.535 | 40,323 | 1.570 | 41,242 |
| 10 | 30,367 | 1.360 | 35,726 | 1.390 | 36,514 | 1.420 | 37,302 | 1.450 | 38,090 | 1.500 | 39,404 | 1.540 | 40,454 | 1.575 | 41,374 | 1.610 | 42,293 |
| 11 | 31,260 | 1.400 | 36,777 | 1.430 | 37,565 | 1.460 | 38,353 | 1.490 | 39,141 | 1.550 | 40,717 | 1.590 | 41,768 | 1.625 | 42,687 | 1.660 | 43,607 |
| 12 | 32,153 | 1.440 | 37,827 | 1.470 | 38,615 | 1.500 | 39,404 | 1.530 | 40,192 | 1.600 | 42,030 | 1.640 | 43,081 | 1.675 | 44,001 | 1.710 | 44,920 |
| 13 | 32,823 | 1.470 | 38,615 | 1.500 | 39,404 | 1.530 | 40,192 | 1.560 | 40,980 | 1.650 | 43,344 | 1.690 | 44,395 | 1.725 | 45,314 | 1.760 | 46,233 |
| 14 | 32,935 | 1.475 | 38,747 | 1.505 | 39,535 | 1.535 | 40,323 | 1.565 | 41,111 | 1.710 | 44,920 | 1.750 | 45,971 | 1.785 | 46,890 | 1.820 | 47,810 |
| 15 | 33,046 | 1.480 | 38,878 | 1.510 | 39,666 | 1.540 | 40,454 | 1.570 | 41,242 | 1.740 | 45,708 | 1.780 | 46,759 | 1.815 | 47,678 | 1.850 | 48,598 |
| 16 | 33,158 | 1.485 | 39,009 | 1.515 | 39,798 | 1.545 | 40,586 | 1.575 | 41,374 | 1.745 | 45,839 | 1.785 | 46,890 | 1.820 | 47,810 | 1.855 | 48,729 |
| 17 | 33,270 | 1.490 | 39,141 | 1.520 | 39,929 | 1.550 | 40,717 | 1.580 | 41,505 | 1.750 | 45,971 | 1.790 | 47,022 | 1.825 | 47,941 | 1.860 | 48,860 |
| 18 | 33,381 | 1.495 | 39,272 | 1.525 | 40,060 | 1.555 | 40,848 | 1.585 | 41,636 | 1.755 | 46,102 | 1.795 | 47,153 | 1.830 | 48,072 | 1.865 | 48,992 |
| 19 | 33,493 | 1.500 | 39,404 | 1.530 | 40,192 | 1.560 | 40,980 | 1.590 | 41,768 | 1.760 | 46,233 | 1.800 | 47,284 | 1.835 | 48,204 | 1.870 | 49,123 |
| 20 | 33,605 | 1.505 | 39,535 | 1.535 | 40,323 | 1.565 | 41,111 | 1.595 | 41,899 | 1.765 | 46,365 | 1.805 | 47,416 | 1.840 | 48,335 | 1.875 | 49,254 |
| 21 | 33,716 | 1.510 | 39,666 | 1.540 | 40,454 | 1.570 | 41,242 | 1.600 | 42,030 | 1.770 | 46,496 | 1.810 | 47,547 | 1.845 | 48,466 | 1.880 | 49,386 |
| 22 | 33,828 | 1.515 | 39,798 | 1.545 | 40,586 | 1.575 | 41,374 | 1.605 | 42,162 | 1.775 | 46,627 | 1.815 | 47,678 | 1.850 | 48,598 | 1.885 | 49,517 |
| 23 | 33,940 | 1.520 | 39,929 | 1.550 | 40,717 | 1.580 | 41,505 | 1.610 | 42,293 | 1.780 | 46,759 | 1.820 | 47,810 | 1.855 | 48,729 | 1.890 | 49,648 |
| 24 | 34,051 | 1.525 | 40,060 | 1.555 | 40,848 | 1.585 | 41,636 | 1.615 | 42,424 | 1.785 | 46,890 | 1.825 | 47,941 | 1.860 | 48,860 | 1.895 | 49,780 |
| 25 | 34,163 | 1.530 | 40,192 | 1.560 | 40,980 | 1.590 | 41,768 | 1.620 | 42,556 | 1.790 | 47,022 | 1.830 | 48,072 | 1.865 | 48,992 | 1.900 | 49,911 |
| 26 | 34,274 | 1.535 | 40,323 | 1.565 | 41,111 | 1.595 | 41,899 | 1.625 | 42,687 | 1.795 | 47,153 | 1.835 | 48,204 | 1.870 | 49,123 | 1.905 | 50,042 |
| 27 | 34,386 | 1.540 | 40,454 | 1.570 | 41,242 | 1.600 | 42,030 | 1.630 | 42,818 | 1.800 | 47,284 | 1.840 | 48,335 | 1.875 | 49,254 | 1.910 | 50,174 |
| 28 | 34,498 | 1.545 | 40,586 | 1.575 | 41,374 | 1.605 | 42,162 | 1.635 | 42,950 | 1.805 | 47,416 | 1.845 | 48,466 | 1.880 | 49,386 | 1.915 | 50,305 |
| 29 | 34,609 | 1.550 | 40,717 | 1.580 | 41,505 | 1.610 | 42,293 | 1.640 | 43,081 | 1.810 | 47,547 | 1.850 | 48,598 | 1.885 | 49,517 | 1.920 | 50,436 |
| 30 | 34,721 | 1.555 | 40,848 | 1.585 | 41,636 | 1.615 | 42,424 | 1.645 | 43,213 | 1.815 | 47,678 | 1.855 | 48,729 | 1.890 | 49,648 | 1.925 | 50,568 |
| 31 | 34,833 | 1.560 | 40,980 | 1.590 | 41,768 | 1.620 | 42,556 | 1.650 | 43,344 | 1.820 | 47,810 | 1.860 | 48,860 | 1.895 | 49,780 | 1.930 | 50,699 |
| 32 | 34,944 | 1.565 | 41,111 | 1.595 | 41,899 | 1.625 | 42,687 | 1.655 | 43,475 | 1.825 | 47,941 | 1.865 | 48,992 | 1.900 | 49,911 | 1.935 | 50,831 |
| 33 | 35,056 | 1.570 | 41,242 | 1.600 | 42,030 | 1.630 | 42,818 | 1.660 | 43,607 | 1.830 | 48,072 | 1.870 | 49,123 | 1.905 | 50,042 | 1.940 | 50,962 |
| 34 | 35,168 | 1.575 | 41,374 | 1.605 | 42,162 | 1.635 | 42,950 | 1.665 | 43,738 | 1.835 | 48,204 | 1.875 | 49,254 | 1.910 | 50,174 | 1.945 | 51,093 |
| 35 | 35,279 | 1.580 | 41,505 | 1.610 | 42,293 | 1.640 | 43,081 | 1.670 | 43,869 | 1.840 | 48,335 | 1.880 | 49,386 | 1.915 | 50,305 | 1.950 | 51,225 |
| 36 | 35,391 | 1.585 | 41,636 | 1.615 | 42,424 | 1.645 | 43,213 | 1.675 | 44,001 | 1.845 | 48,466 | 1.885 | 49,517 | 1.920 | 50,436 | 1.955 | 51,356 |
| 37 | 35,503 | 1.590 | 41,768 | 1.620 | 42,556 | 1.650 | 43,344 | 1.680 | 44,132 | 1.850 | 48,598 | 1.890 | 49,648 | 1.925 | 50,568 | 1.960 | 51,487 |

## ARTICLE VI – SUPPLEMENTAL PAY

A. Athletic/Extra Curricular Pay Schedule

$26,269 Base salary

| Years of Experience | Class A | Class B | Class C | Class D | Class E | Class F | Class G | Class H | Class I | Class J |
|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 12.00%<br>$3,152 | 11.00%<br>$2,890 | 9.25%<br>$2,430 | 7.00%<br>$1,839 | 6.00%<br>$1,576 | 4.50%<br>$1,182 | 4.00%<br>$1,051 | 3.50%<br>$919 | 3.00%<br>$788 | 2.00%<br>$525 |
| 1 | 13.25%<br>$3,481 | 12.00%<br>$3,152 | 10.25%<br>$2,693 | 7.75%<br>$2,036 | 6.50%<br>$1,707 | 5.00%<br>$1,313 | 4.25%<br>$1,116 | 3.75%<br>$985 | 3.25%<br>$854 | 2.25%<br>$591 |
| 2 | 14.50%<br>$3,809 | 13.00%<br>$3,415 | 11.00%<br>$2,890 | 8.50%<br>$2,233 | 7.00%<br>$1,839 | 5.50%<br>$1,445 | 4.50%<br>$1,182 | 4.00%<br>$1,051 | 3.50%<br>$919 | 2.50%<br>$657 |
| 3 | 15.75%<br>$4,137 | 14.00%<br>$3,678 | 11.75%<br>$3,087 | 9.25%<br>$2,430 | 7.50%<br>$1,970 | 6.00%<br>$1,576 | 4.75%<br>$1,248 | 4.25%<br>$1,116 | 3.75%<br>$985 | 2.75%<br>$722 |
| 4 | 17.00%<br>$4,466 | 15.00%<br>$3,940 | 12.50%<br>$3,284 | 10.00%<br>$2,627 | 8.00%<br>$2,102 | 6.50%<br>$1,707 | 5.00%<br>$1,313 | 4.50%<br>$1,182 | 4.00%<br>$1,051 | 3.00%<br>$788 |

All salaries for supplemental pay will be based on the experience an instructional staff member has had for each specific activity assigned. Placement for an instructional staff member new to an assignment will be determined by the District.

**Class A**

Varsity Football/Head Coach
Varsity Basketball/Head Coach
Varsity Wrestling/Head Coach
Varsity Baseball/Head Coach
Varsity Softball/Head Coach
Varsity Volleyball/Head Coach
High School Instrumental Music Sponsor
High School Vocal Music Sponsor

**Class B**

Varsity Track/Head Coach
Golf/Head Coach
Cross County/Head Coach
Varsity Soccer/Head Coach
Cheerleader Coach & Pep Club Sponsor

**Class C**

Varsity Football/Assistant
Varsity Basketball/Assistant
Varsity Wrestling/Assistant
Varsity Baseball/Assistant
Varsity Softball/Assistant
Varsity Volleyball/Assistant
WHS-TV Sponsor

**Class D**

Varsity Soccer/Assistant
Cross Country/Assistant
Varsity Track/Assistant
Junior High Baseball
Junior High Softball
Junior High Football
Junior High Basketball
Junior High Wrestling
Junior High Volleyball
Speech & Debate Contest Sponsor

**Class E**

Junior High Cross Country
Junior High Track
Weight Training Supervisor
Jr. High Cheerleader Coach
Color Guard Sponsor
Dramatics Sponsor
(50% salary: 1 Production & a Musical)
(100% salary: 2 Productions, no Musical)
Director of Adult Education

**Class F**

Class Sponsor
FBLA Sponsor
FFA Sponsor
Cheerleader Assistant Coach
Y-Teen Sponsor
Renaissance Sponsor
Wellness Coordinator
Jr. High Vocal Music Sponsor
Jr. High Instrumental Music Sponsor

**Class G**

AFS Sponsor
FHA Sponsor
Drill Team Sponsor
Percussion Instructor (marching band)
Drill Writer (marching band)
WHS TV Business Sponsor
HS TSA (Tech Student Assn.) Sponsor

**Class H**

Speech Sponsor/Assistant
JH TSA (Tech Student Assn) Sponsor
All School Musical Director

**Class I**

Academic Decathlon Sponsor
H.S. Student Council Sponsor
Dir. of Telecommunications Activities
MOC Club Sponsor
Photography Sponsor
Elementary General Music Sponsor
M.S. General Music Sponsor
All School Musical Vocal Director
Homecoming Sponsor

**Class J**

Jr. High Student Council Sponsor
Spanish Club
Academic Competition Sponsor
M.S. Instrumental Music Sponsor
Jr. High Honor Club Sponsor
Mock Trial Sponsor
National Honor Society Sponsor
All School Musical Instrumental Director

B. Extended Contracts

All instructional staff members who have extended contracts shall be reimbursed on a per day basis at a rate equal to eighty-five percent (85%) of their base salary. This per day allocation shall be equal to their scheduled base salary divided by 189 and multiplied by 85%.

C. Activity Tickets

Staff members will have the opportunity, but will not be required, to earn two activity tickets by working at activity events. Staff members who elect to earn two activity tickets shall be required to work no more than four (4) events.

D. Teacher Mentoring

1. Instructor Mentor: Each Instructional Mentor shall receive $500 per semester for mentoring one New Professional.
2. Evaluation: The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256(51) of the Iowa Code shall be the basis for negotiating the evaluation to be utilized by the District to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

## ARTICLE VII - INSURANCE

The District will provide an allowance of $635 monthly for each instructional staff member on a full time equivalency basis which may be applied toward the purchase of instructional staff member benefits from a menu of options. The menu of instructional staff member benefit options will be established by a committee composed of the Board, or representatives appointed by the Board, and representatives appointed by the WCEA and WESEA.

Beginning with the 2005-06 contract, all new instructional staff members will participate in the district's health insurance plan through the duration of their employment with the district. No waivers will be allowed nor honored.

Remaining instructional staff members who currently participate in the district's plan may opt in or out at any time as the contract with the insurance company and as the law, both state and federal,

## ARTICLE VIII - PAYROLL DEDUCTIONS

A. Dues Deductions

1. Eligibility

Any instructional staff member who is a member of the Association, or who has applied for membership, may authorize payroll deduction of professional dues on a signed authorization card, provided that said authorization reaches the Board on or before the first Wednesday after Labor Day. Instructional staff members who are hired after that date may have up to ten (10) days after the effective date of their contract in which to notify the District of authorization to deduct dues.

2. Regular Deductions

Pursuant to a deduction authorization, the District shall deduct 10% of the total amount authorized each month for a ten (10) month period September through June. The District shall not be responsible for the collection of other fees, special assessments, back dues, fees or similar items for the Association.

3. Transmission of Dues

The District shall transmit to the treasurer of the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay date.

4. Indemnification

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

B. Tax Sheltered Annuities

Instructional staff members may participate in a tax sheltered annuity program of their choice as provided by law. TSA payments will be made by the 20th day of each month, provided that the billing statement has been received from the annuity company. An instructional staff member may start or alter an annuity any calendar month provided all the proper forms are signed and delivered to the payroll office by the last working day of the month prior to the intended change. The annuity is the instructional staff member's responsibility.

C. Instructional Staff Member Contributions to Benefits

The District agrees to make payroll deductions for the cost of instructional staff member benefits.

## ARTICLE IX

## REIMBURSABLE INSTRUCTIONAL STAFF MEMBER EXPENSES

A. Mileage Reimbursement

Instructional staff members who are required to travel to various building locations, after reporting for duty in their assigned building, will be reimbursed for travel which is necessary in the course of their employment. The rate of reimbursement will be the maximum amount allowed as nontaxable reimbursement by Internal Revenue Service guidelines for the shortest distance between the locations.

Instructional staff members who are required to use personal automobiles in their assigned duties will be reimbursed for travel expenses at the amount specified as nontaxable reimbursement by the State Code or the Internal Revenue Service guideline, whichever is less.

B. Meeting Expense

Instructional staff members who attend professional meetings or join subject area organizations will be reimbursed for the actual expenses to a maximum of $175 per school year. Items considered reimbursable are: meals (with a maximum of $25 per day), registration fees, lodging,

reasonable miscellaneous expenses and/or subject area organization professional dues. Professional meetings must be applied for through the use of the District's "Application for Leave" form, and the instructional staff member should attempt to accurately estimate the expenditures on this form. Reimbursement will be made after the instructional staff member has turned in a record of their expenditures, including receipts, to their building Principal.

Instructional staff members are encouraged to travel in one car to professional meetings, and to use District vehicles when available. If an instructional staff member must travel in his/her own vehicle, the District will reimburse the instructional staff member at a rate equal to the maximum amount allowed as non-taxable reimbursement by the Internal Revenue

Service. The amount of the travel expense will not be assessed against the $175 meeting expense allowance.

If a substitute is needed when a teacher attends an approved professional meeting, the District will provide for the compensation of the substitute teacher.

## ARTICLE X - SICK LEAVE

A. All instructional staff members shall be entitled to sick leave in accordance with Chapter 279.40 of the Code of Iowa. Instructional staff members shall be granted leave of absence for personal illness or injury with full pay in the following amounts:

| | |
|---|---|
| 1st year | 11 days |
| 2nd year | 12 days |
| 3rd year | 13 days |
| 4th year | 14 days |
| 5th year | 15 days |
| each subsequent year | 15 days |

Unused portions shall be accumulated from year to year with a limit of 115 days. Instructional staff members shall be able to get an accounting of accumulated sick leave each school year from the administration office.

For purposes of sick leave and all other leave, a full day of school shall be defined as an absence of greater than four hours for an elementary instructional staff member and of more than four periods for a secondary instructional staff member. Elementary instructional staff member absences of less than four hours and secondary instructional staff member absences of four periods or less shall be defined as a half day of leave.

B. If an instructional staff member suffers an injury in the course of employment which qualifies the instructional staff member for workers' compensation, the following procedures will be followed:

1. The instructional staff member may elect to receive workers' compensation only.
2. If the instructional staff member elects to supplement the workers' compensation with sick leave, then:
   a. the District shall pay the instructional staff member to the extent of the accumulated sick leave;
   b. the instructional staff member shall endorse and assign the workers' compensation payments for those number of days to the District;
   c. one day of accumulated sick leave shall be deducted for each day of absence; and
   d. the instructional staff member shall retain the workers' compensation payments for the period of time following exhaustion of accumulated sick leave.

## ARTICLE XI - OTHER LEAVE

A. Personal Business Leave

At the discretion of the building Principal, instructional staff members will be allowed two (2) days per school year to conduct essential, bona fide, personal business that cannot be conducted during non-working hours; and provided further that:

1. No personal business leave will be allowed the work day immediately preceding or immediately following any holiday or school recess without the approval of the Superintendent of Schools in addition to the approval of the building Principal.
2. Personal business leave will be allowed during the first or last weeks of the school year with the approval of the Superintendent of Schools in addition to the approval of the building Principal.
3. Written application for a personal business leave day must be made to the building Principal at least three (3) school days prior to the requested leave date, except in case of emergency.
4. Personal business leave days may be accumulated up to five (5) with no additional days added when an employee reaches five (5) days.
5. An approved personal business leave day shall be with pay.
6. There will be no limit on the number of staff who may use personal leave on a given day as long as suitable substitutes can be found.
7. Instructional staff members not using any personal business leave will be paid $125 less District costs for FICA and IPERS for up to 2 days per year if not accumulated.

B. Jury and Legal

An instructional staff member called for jury duty or subpoenaed to testify in a judicial proceeding not involving Chapter 20 of the Code of Iowa, during school hours shall be provided such time with pay. Any fees or remuneration the instructional staff member receives during such leave shall be turned over to the Winterset Community School District.

C. Professional

An instructional staff member may attend "professional" and school meetings without pay reduction or loss of accumulated sick leave. The instructional staff member will notify the Principal at least five (5) school days prior to the meeting date. The Principal will approve or deny the leave within three (3) school day after receiving the request.

D. Unpaid Leave

Temporary leaves of absence without pay may be granted by the Superintendent. The instructional staff member will state the reason for the requested leave in writing. The Superintendent will approve or deny the leave.

E. Bereavement & Medical Emergency Leave

Instructional staff members will be allowed up to five (5) days per year with no deduction in pay for bereavement leave or medical emergency leave. The following shall qualify for such leave:

1. Bereavement leave shall be defined as a death in the member's family.
2. Medical emergency shall be defined as an illness or hospitalization in the member's family.
3. The family shall include wife, husband, children, legal guardianship, mother, father, brothers, sisters, grandfather, grandmother, grandchildren, aunt, uncle, niece, or nephew of the instructional staff member or the instructional staff member's spouse or anyone living in the home of the instructional staff member.
4. In the event the instructional staff member desires to attend a funeral of a person not included in this policy and has exhausted their personal leave, the member may apply for such leave to the Superintendent.
5. In the event the instructional staff member's bereavement leave, medical emergency leave, and personal leave are exhausted, and in the event of an emergency situation, that member may apply to the Superintendent for additional day(s) of leave. If granted, that leave would be deducted from the member's sick leave accumulation.

Bereavement and medical emergency leave and personal leave must be exhausted before paid sick leave may substitute for bereavement and medical emergency leave and for unpaid family and medical leave. Emergency situation is defined as a death, a hospitalization, or circumstance resulting from a hospitalization in the member's family. Hospice care is included in the definition of hospitalization.

F. Association Leave

The Association will be allowed up to four (4) days paid leave each year which may be granted to instructional staff members for conducting Association business. Association leave must be requested for individual instructional staff members by the Association President. Instructional staff members engaging in Association business will not forfeit their own personal leave. An additional six (6) days will be granted hereunder for officers only provided however, that the Association shall pay the cost of substitutes for these additional days if substitutes are hired.

## ARTICLE XII - HEALTH PROVISIONS

A. Health Examination

1. A health examination will be required to comply with the educational standards prepared by the Iowa Department of Education:

   "12.4(14) *Physical examination.* Except as otherwise provided in 281—43.15(285), the local board shall require each employee to file with it certification of fitness to perform the tasks assigned which shall be in the form of a written report of a physical examination by a licensed physician and surgeon, osteopathic physician and surgeon, or qualified doctor of chiropractic, licensed physician assistant, or advanced registered nurse practitioner, after an offer of employment is made and before the beginning of service."

2. The Winterset Community School District adheres to the above standard. A form is provided for the physician to sign indicating the instructional staff member has had the examination.

3. The District will reimburse the instructional staff member fifteen dollars ($15) toward the cost of the required physical examination.

4. The District may require a subsequent examination when in its judgment, such an examination is relevant to any instructional staff member's performance or status. The examining physician shall be selected by the District and the District shall pay the cost of such examination.

## ARTICLE XIII - SAFETY PROCEDURES

The District will endeavor to provide and maintain a safe place of employment. All instructional staff members will endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

The District will give reasonable support and assistance to instructional staff members in the maintenance of the control and discipline in the classrooms and schools.

## ARTICLE XIV - INSTRUCTIONAL STAFF MEMBER EVALUATION

A. Purpose

The instructional staff performance evaluation system shall be the process used for all instructional staff member evaluations. It is agreed that the procedures of this system are not grievable. However, evaluation timelines are grievable.

B. Procedures

1. All instructional staff members new to the district shall be formally evaluated each year during their probationary period.
2. All tenured staff members shall be formally evaluated at least every three years. During the years that staff members are not formally evaluated they shall be involved in a goal-focused improvement plan. Evaluation shall be conducted by Principals or appropriate members of the administrative staff.
3. An orientation to the evaluation system shall be provided by the building Principal to all instructional staff members prior to October 1 of each year.

C. Responses

If the instructional staff member feels that his/her written documentation of an observation or evaluation report is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing for inclusion in his/her personnel file. Such responses must be presented within five working days of the receipt of the written report. The copy of such responses shall be signed by both parties to indicate receipt thereof.

D. Reasons

These procedures do not apply to recommendations for dismissal which are related to reasons other than incompetence.

E. Evaluation Process Review

Each year the evaluation system shall be reviewed to discuss the effectiveness of the evaluation process. This review will be done by a committee of four teachers appointed by the Association and three administrators appointed by the District. Both parties agree to negotiate in good faith regarding any change to the evaluation process.

## ARTICLE XV - TRANSFERS AND STAFF REDUCTIONS

It shall be the sole and exclusive right of the District to align staff. Staff alignment will be accomplished by: selecting new instructional staff members, transferring present instructional staff members, and reducing staff or terminating present instructional staff members.

A. Definition of Transfer

The movement of an instructional staff member to a different assignment, grade level, subject area, or building shall be considered a transfer. A transfer shall be considered involuntary only if the instructional staff member does not consent to the transfer.

B. Notification

The District agrees to make a list of all known vacancies available to any instructional staff member. This list can be obtained at the Administration Office. A notice of any new position will be made available to all instructional staff members as soon as it has been determined that an opening exists. This notice will be announced through regular school communication channels when school is in session. It will be posted in the Administration Office when school is not in session.

C. Voluntary Transfers

1. Any instructional staff member may apply for a voluntary transfer to another assignment. The application shall be in writing to the Superintendent. Applications will remain on file for one (1) calendar year unless withdrawn at the request of the instructional staff member.
2. If a request is denied, a conference between the instructional staff member and the Superintendent shall be arranged if requested by the instructional staff member. The staff member will receive written reasons for the denial and the written reasons will be placed in the staff member's personnel file.

D. Involuntary Transfer Procedures

Notice of an involuntary transfer shall be given in writing to instructional staff members as soon as practical. An involuntary transfer shall be made only after a meeting between the instructional staff member and the Superintendent. At this meeting, the instructional staff member will be given written reasons for the transfer. When it is determined that an involuntary transfer is necessary, the Administration shall attempt to transfer those instructional staff members with the least seniority in the District provided the educational program can be maintained and the instructional staff member to be transferred is qualified by certification, approvals, and administrative recommendation for the new position.

E. Staff Reduction

1. The District for any reason may determine that it is necessary to have a reduction in staff. In the event it is necessary to have reduction in staff, the District shall base its decision on who to reduce by looking at the teaching area affected and considering the following factors of each instructional staff member currently teaching in the area affected: instructional staff member certification and approvals, academic preparation, teaching proficiency, teaching experience in the District, total teaching experience, extra-curricular assignments, teacher attendance record, and all other factors it considers relevant.

2. Any instructional staff member on contractual continued service who is to be terminated shall have recourse to such Board hearing and judicial procedures as are provided by law. It is specifically agreed that a decision by the District to terminate an instructional staff member or to not renew the contract of an instructional staff member will not be subject to the grievance procedure provision of this Agreement.

3. Teaching Areas. The following areas shall be used for purposes of staff reduction:

| | |
|---|---|
| K-6 regular classroom and Title I teachers | 7-12 Social Studies |
| K-6 Special Education | 7-12 Language Arts |
| 7-12 Special Education | 7-12 Business Education |
| K-12 Nurse | 7-12 Ag/Industrial Technology |
| K-12 Media Specialist | 7-12 MOC |
| K-6 Science | 7-12 Math |
| 7-12 Science | 7-12 Foreign Language |
| K-12 Instrumental Music | 7-12 Family & Consumer Science |
| K-12 Vocal Music | 7-12 Drivers Education |
| K-12 Physical Education | K-12 Art |
| K-12 Guidance Counselor | Alternative School Teacher |
| K-12 Talented & Gifted | Student Assistance Coordinator |

If a staff member with district experience in an identified teaching area transfers to a newly created area that is not identified in the above teaching areas, he/she shall continue to accumulate experience in the teaching area from which he/she transferred.

4. Recall Rights: Any teacher terminated pursuant to this policy shall have recall rights to any position for which he or she is qualified for a period of two years from the effective date of termination. Teachers shall be recalled in reverse order of termination according to their area of qualifications. Teachers recalled shall retain their proper steps on the salary schedule

as of the date of the termination and shall be entitled to all benefits of any Agreement then in force between the Board and the Association. Employees shall have only one opportunity to accept or reject a job offer within the recall period. If an employee fails to notify the Superintendent or his designee of a change of address or fails within five (5) days from the date of attempted delivery by certified mail of notice of recall of his/her desire and availability to return to work, any recall rights shall terminate.

## ARTICLE XVI - GRIEVANCE PROCEDURE

A. Definition

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

B. Rights and Limitations

1. Every instructional staff member covered by this Agreement shall have the right to present grievances in accordance with these procedures. The Association shall have the right to file a grievance on behalf of a group of named instructional staff members. This procedure would be initiated at the second step of the grievance procedure in the form of a written grievance.

2. It is agreed that any investigation or other handling or processing of any grievance by the grieving instructional staff member 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 instructional staff member or of the teaching staff.

3. The failure of an instructional staff member (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and, an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. Procedures

1. First Step

An attempt shall be made to resolve any grievance in an informal, verbal discussion between complainant and his/her Principal or immediate supervisor. If the grievance is not resolved at an informal step, the complainant and an Association representative will meet with the Principal or immediate supervisor. This discussion shall take place within six (6) days of the alleged violation, misinterpretation, or misapplication. Failure by the complainant to present for verbal discussion the alleged violation, misinterpretation, or misapplication within six (6) days shall nullify the complainant's right to the first and all other subsequent steps.

2. Second Step

If the grievance cannot be resolved in the first step, the complainant shall file the grievance in writing, on the grievance form available in each building office. The written grievance shall state the nature of the grievance, shall note the specific contract clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of occurrence of the event giving rise to the grievance. At a mutually agreeable time, the complainant and an Association representative shall meet with the Principal or supervisor to discuss the matter. The Principal shall make a decision on the grievance and communicate it in writing to the complainant and the Superintendent within five (5) days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the complainant shall file, within five (5) days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the aggrieved, the Association representative, and the Superintendent or

his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the complainant and the Principal.

4. Fourth Step

   a. If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved instructional staff member to the Superintendent within thirty (30) days from receipt of the Step 4 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. The Association shall remove the first name from the list within two (2) days and each party will alternate the right to remove a name from the list until a single name remains. The person whose name remains shall be the Arbitrator. The decision of the arbitrator will be binding.

   b. Expenses for the arbitrator's services shall be borne equally by the District and the Association.

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

## ARTICLE XVII - COMPLIANCE CLAUSES AND DURATION

This Agreement shall become effective August 1, 2006 and shall continue in effect until the 31st day of July 2007.

| Winterset Community School District Board of Directors | Winterset Community Education Association |
|---|---|
| By _____ | By _____ |
| Randall Snyder, Its President | Sue Stuchel, Its President |
| By _____ | By _____ |
| Doyle Scott, Its Chief Negotiator | Alan Feirer, Its Chief Negotiator |