WOODBURY CENTRAL CSD/EA 06-07

Comprehensive Contract

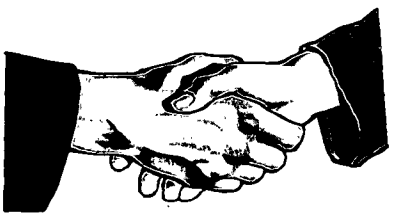
Between

Woodbury Central Education Association

and

Woodbury Central Community School District

July 1, 2006 to June 30, 2007



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•A. Definitions

–1. The term "Board," as used in this agreement, shall mean the Board of Education of the Woodbury Central Community School District or its duly authorized representatives.

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

–3. The term " Association," as used in this agreement, shall mean Woodbury Central Education Association or its duly authorized representatives or agents.

•B. Printing

–Within Thirty (30) days following the signing of this Agreement and upon joint approval of the content, copies of this Agreement shall be printed.

–The Agreement shall be made available to all certified employees now employed and subsequently employed for the duration of this Agreement. The Association will receive ten (10) additional copies of the Agreement.

–All costs of printing the Agreement shall be shared equally by the parties.

•C. Separability

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

•A. Definitions

–1. Grievance : A grievance shall mean only a claim that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

–2. Grievant: A grievant shall mean an employee, employees, or the Association filing a grievance.

–3. Party-in-interest: A party-in-interest is any person, including the Association or board, who might be required to take action or against whom action might be taken in order to resolve the claim.

–4. The term "days" as used in this article shall mean calendar days excepting Christmas vacation and except as otherwise stated.

•B. General Procedure

–1. Time Limits: The number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. The failure of a grievant to act on any grievance within the prescribed time limits shall permit the grievance to proceed to the next step.

–2. Individual Rights: Grievants may be represented at all pre-arbitration stages of the grievance procedure by themselves and/or at their option by an Association representative.

–3. Processing: A grievance may be processed during the work-day only when the Board agrees to permit same.

–4. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all stages in this grievance procedure by the end of the school year, the time limits set forth herein shall be proportionately reduced so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of twenty (20) days thereafter. Any arbitration hearings scheduled under this provision shall be held no later than August 1st of the year in which the grievance was filed.

–5. Exception: In matters dealing with alleged violations in those areas over which a principal has no authority to grant the appropriate relief, the grievance shall be initiated at Step 2 within fourteen (14) days of the act giving rise to the grievance.

•C. Procedure

- 1. First Step (Principal)
  - •a. The parties in interest shall attempt to resolve problems through informal communications. If the employee believes that a grievance exists, the employee, hereinafter the grievant, shall complete, deliver and file with the principal the written grievance form set forth in Schedule A within fourteen (14) days of the act giving rise to the grievance.
  - •b. The principal shall make a decision on the grievance, enter such decision in writing to the grievant, Association, and Superintendent within fourteen (14) days after receipt of the grievance form.
- 2. Second Step (Superintendent)
  - •a. In the event that a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance form with the Superintendent within fourteen (14) days after receipt of the principals written decision at the First Step or within fourteen (14) days after the act giving rise to the grievance if the grievance is initiated at Step 2.
  - •b. The Superintendent shall make a decision on the grievance, enter such decision on the grievance form, and communicate such decision in writing to the grievant, association and Principal within fourteen (14) days after the receipt of the grievance form.
- 3. Third Step (Binding Arbitration)
  - •a. If the grievance is not resolved satisfactorily at the Second Step, the grievant may request in writing that the Association submit the grievance to arbitration.
  - •b. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fourteen (14) days after receipt of the Superintendent's written decision at the Second Step, submit the grievance to binding arbitration.

- c. Within five (5) days after such submission to arbitration, written request for a list of arbitrators shall be made to the Public Employment Relations Board (IPERS Board) by the Association. This list shall consist of five arbitrators each of whom is listed with the American Arbitration Association and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator. The parties shall be bound by the rules of the American Arbitration Association, excepting the selection process.
- d. The arbitrator selected will confer with the representatives of the Superintendent and the Association and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived then from the date the final statements and proofs are submitted to him/her.
- e. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. In the decision, the arbitrator shall not amend, nullify, ignore, or add to the provisions of the agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. Relief granted by the arbitrator shall be prospective only.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs will be borne by the party incurring same.

• D. Exclusive Grievance Procedure

- A grievance shall be presented only on the grievance report form, attached hereto.

A. Seniority shall be district wide unless otherwise specified in this agreement.

B. Seniority shall mean the number of consecutive years of employment in the district and shall be accumulated from the date of the employee's signing of a continuing contract which initiated uninterrupted service. An extended leave of absence shall not be considered an interruption in service. Seniority ties shall be broken by lot.

C. On or before October 15 of each year, the Superintendent shall provide the Association with a seniority list. A list shall also be posted in the faculty lounge/ workroom in each building. Any protests regarding an employee's seniority date must be made in writing to the Superintendent not later than ten (10) days following the Association's receipt of the seniority list or the posting of the seniority list. The failure to protest concerning an employee's seniority date shall bar the employee and the Association from challenging said date until the delivery of the seniority list during the following year.

D. Seniority shall apply to the provisions of this contract only where it is specifically incorporated by express reference.

A. Work Year

The regular contract work year shall consist of 180 teaching workdays, 7 non-teaching workdays, and 3 paid holidays.

B. Holidays

All members of the bargaining unit shall be entitled to the following three (3) paid holidays and four (4) unpaid holidays.

1. Paid Holidays
    a. Labor Day
    b. Thanksgiving Day
    c. New Year's Day
2. Unpaid Holidays
    a. Friday before Easter
    b. Monday after Easter
    c. December 25
    d. President's Day
3. No employee shall be required to perform duties on any of the above holidays

C. Exceptions

Exceptions to Section B may be made by mutual agreement between the Association and Board. Refusal of the Board to reach mutual agreement shall not constitute the basis for a grievance.

A. Arrival and Dismissal Time

1. The workday shall begin at 7:45 a.m.
2. The workday shall end at 3:45 p.m.
3. The building principal shall have the discretion to release an employee or employees from assigned duties during the workday.

B. Lunch Period:

All certified 6-12 faculty will have a duty-free lunch break equal to the present high school lunch break. Middle school teachers assigned to noon duty will be allowed eight planning periods per week.

C. Break Time:

Employee shall have one planning period, in addition to the duty-free lunch period each day. Employees shall not be assigned student supervision during this time, unless unusual or emergency conditions occur.

D. Hours Beyond the Workday

1. Professional Responsibilities: Employees may be required to work hours beyond the workday described in Part A to attend professional study committees, faculty meetings, parent-teacher conferences, in-service sessions, and open houses.

2. Nonprofessional Extra Duties: Certified employees who volunteer or are assigned to perform duties listed on Schedule D-2 shall be paid at the rate of $5.00 per hour. Before assigning such duties to a certified employee, the Superintendent shall request volunteers to perform the same. The volunteers may include persons other than certified employees. If a qualified volunteer is not found, the duty in question may be assigned to a certified employee chosen by the Superintendent; provided, however, no one certified employee may be assigned more than twice per year to perform

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(Article 5 Continued)

Schedule D-2 duty. A certified employee, who volunteers or is assigned to perform duties listed on Schedule D-2, may elect to perform the duty or duties without compensation. If (1) one duty is performed without compensation, the certified employee will receive a "single" activities pass. If two (2) duties are performed without compensation, the certified employee will receive activity passes for themselves and spouse or guest.

Article 6: In-service Training

A. here shall be an In-Service Advisory Committee, consisting of members of the administration and three bargaining unit members, who shall be appointed by the Association.

B. Whenever the Board has determined that there shall be an in-service, the Committee shall meet and prepare recommendations for the in-service, unless the Board had previously committed said in-service day to use for another purpose.

C. The Committee shall present its' recommendations to the Board.

D. The Committee's recommendations shall not be binding on the Board.

A. Accumulated Benefits

All employees shall be entitled to :
10 sick leave days the first year
11 sick leave days the second year
12 sick leave days the third year
13 sick leave days the fourth year
14 sick leave days the fifth year
15 sick leave days the sixth and subsequent years, as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall accumulate from year to year to a maximum of one hundred twenty (120).

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 23 of each school year.

C. Extended Leave

Employees who are unable to work and who have exhausted all available sick leave shall, at their option, be granted a leave of absence without pay for the duration of the illness or disability, up to the end of the school year in which the illness or disability arose. The Board agrees to continue all insurance coverages provided by this Agreement for the duration of said leave.

D. Pre-Determined Temporary Disability

When possible, an employee shall notify the Superintendent or Superintendent's designee as soon as the necessity for taking sick leave becomes known to the employee.

E. Use of Sick Leave

An employee may use a maximum of one day (8 hours) of sick leave per contract year in hourly increments. All other sick leave shall be used in half day increments.

A. Paid Leaves-Employees shall be entitled to the following leaves of absence with full pay each school year:

1. Personal: Each regular full-time employee shall be granted two days of paid personal leave per year, cumulative to four days, which may be used for any purpose at the discretion of the employee, subject to the following:

a. No leave shall be permitted for the day immediately preceding or the day immediately following any other leave period, holiday, or vacation period, nor shall any leave be granted during the first or last week of the school year.

b. Personal Leave may be used in increments measured to the nearest hour.

c. Not more than four employees system wide may use personal leave on any one work day, leaves to be granted on a first come, first served basis.

d. Leave shall be by written request to the employee's principal made at least seven days prior to the date of the intended absence. Fewer than seven days notice may be given when the teacher demonstrates, by evidence satisfactory to the Superintendent, that an emergency prevented the giving of seven days notice and that the notice actually given was as far in advance of the date of the intended absence as was permitted by the emergency.

e. Exceptions to the above limitations may be made when an employee demonstrates, by evidence satisfactory to the Superintendent, that the leave taken or to be taken is for a purpose which prevents compliance with said provisions.

f. Unused personal days will be reimbursed at a rate equal to current substitute teacher pay. This amount will be paid for each unused day and will be paid in June.

2. Association:

Up to two (2 days) each for two (2) employees shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, unit, ISEA, and NEA. Notification shall be given to the Superintendent at least one week in advance, except in cases of emergency. The Association shall reimburse the District for the cost of substitutes employed as a result of Association leave.

3. Professional: Employees may be granted professional leave each year to attend meetings and visit other schools.

4. Jury and Legal: Any employee who is called for jury duty during school hours or subpoenaed to appear in any Court or state administrative proceeding during school hours shall be provided leave for such duty and appearances. Any fees or remuneration the employee receives during such leave shall be turned over to the Board. Making reasonable allowances for the requirements of the duty or appearance and for travel time, if the employee could appear for work at the school for two or more hours of the regular work day, then the employee is required to do so.

5. Bereavement:

a. A leave of not more than five (5) consecutive days for each occurrence shall be granted in case of the death of the following relatives of the employee: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, or sister-in-law.

b. A leave of not more than two (2) consecutive days for each occurrence shall be granted in case of the death of the employee's grandparent, grandchild, or grandparent-in-law.

c. A leave of not more than one (1) day for each occurrence shall be granted in case of the death of the employee's aunt, uncle, niece or nephew.

d. In the event of the death of an employee or a student in the District, the Superintendent shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

e. The period of an employee's absence due to bereavement shall include the day of the funeral.

f. An employee who has been requested to serve at a funeral shall be granted a day of bereavement leave to be deducted from their sick leave balance.

6. **Leave for Family Illness:**
A leave of not more than four (4) days per contract year will be granted an employee where a member of his/her immediate family is hospitalized or is subject to medically ordered home confinement. For this , "immediate family" shall be limited to parent, child, wife, husband, brother, sister, or any member of the household of the employee. Such leave shall be deducted from the employee's sick leave.

7. **Emergency Leave**: Each employee shall be granted one (1) day of leave per year due to emergency cause. Said leave is dependent upon the approval of the staff member's principal, and the Superintendent, or his/her designee, based upon the criteria stated below.

   *Emergency leave is intended to provide leave in case of seri ous emergency which prohibits an employee from working on a particular day. Emergency leave is not intended to be used for personal business or in situations where other solutions can be worked. Emergency business must be of a critical nature and such that it cannot be conducted at any other time than during school hours.

   *Requests for emergency leave are to be approved in advance whenever possible. Such requests are to be submitted to the building principal or division head in writing on the form pro vided. In the event of an emergency which prohibits prior ap proval, permission may be secured by telephone or in person and then followed by a "written request" within five (5) days of the employee's return. All requests, both approved and disap proved, are to be forwarded to the personnel office for tabula tion and study.

8. **Discretionary Leave:** The Superintendent may grant additional leaves of absence for reasons which the Superintendent considers urgent and/or necessary. No decision thereunder shall be subject to the grievance procedure.

B. Unpaid Leaves

1. The conditions set out in Section A (1) (b), (c), (d), and (3) herein shall apply to all unpaid leave.

2. Absence without pay shall be granted for the following reasons: for the graduation or wedding of a child, nephew, or niece; to attend a real estate closing concerning the employee's residence; to attend an IRS audit of the employee's tax return; to meet with an attorney; to attend the funeral of a friend (not to exceed three (3) days per em loyee per year) unless there are exceptional circumstances; as an extension of bereavement leave (not to exceed the maximum number of days which are required to be granted with pay); or for storm-caused delays in returning from out of town. The Superintendent shall be authorized to deny repetitive requests for unpaid leave.

3. Absence without pay may be authorized by the Superintendent for other purposes which he considers urgent and/or necessary.

4. For absences without pay, deductions from the employee's salary will be made monthly in accordance with the District's pay deduction regulations.

A. Unpaid Leaves: Employees shall be entitled to the following extended leaves of absence without pay.

1. Family Illness

A leave of absence for up to two (2) years shall be granted by the Board for the purpose of caring for a chronically or seriously sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

2. Educational Improvement

A leave of absence of up to two (2) years shall be granted by the Board to any employee upon application, for the purpose of engaging in the study at an accredited college or university in a program reasonably related to professional responsibilities.

3. Parental

All employees shall be granted up to one (1) semester of parental leave by the Board. Up to an additional consecutive one semester may be granted at the discretion of the Board. The employee shall notify the board as soon as the employee foresees any necessity to alter employment commitments as of parental leave. In cases of adoption of a child, these policies shall apply.

4. Good Cause

Other extended leaves of absence may be granted upon request in writing to the Board.

B. Conditions:

1. All extended leaves will be at least one (1) semester in length. Notice of or request for extended leave shall be given thirty (30) days prior to the commencement date of the leave. All extended leaves of absence shall commence and return shall be at the beginning of the school year or at semester, except where the circumstances giving rise to the leave are not subject to the employee's control, e.g., illness, in which case the leave shall commence such date as circumstances necessitate.

2. The employee shall have the opportunity to continue all fringe benefits for the duration of the leave at the employee's own expense.

3. An employee whose individual employment contract includes extra-curricular duties compensated under Schedule D of this agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extra-curricular duties as he/she performed upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.

4. Assurance cannot be given of any specific assignment upon return from an extended leave.

5. Anyone accepting an extended leave for a specific purpose and subsequently failing to pursue that purpose forfeits all rights thereunder including the right to return to an available position.

6. Employees on extended leave are subject to staff reduction as if currently employed by the District.

C. Return Rights

1. An employee shall retain all accrued benefits earned prior to the extended leave of absence.

2. An employee returning to employment after an extended leave of absence shall be placed on the salary schedule one (1) step beyond the step at which the employee was paid by the District at the point of taking the leave, up to the maximum step of the lane in which the employee is placed.

A. Physical Exams

The Board shall pay up to forty-two ($42.00) toward the cost of an initial physical examination required of an employee by the rules of the Department of Public Instruction. The report of the initial physical examination shall be made pursuant to the form attached hereto as Schedule E. Whenever the Board determines that an employee must submit to an additional physical examination, the Board shall pay the full costs of any physical examination, laboratory tests, and X-rays required by it. The board and the employee shall attempt to agree upon the physician and/or hospital to be used for such additional examination. If the Board and employee cannot agree, the Iowa Medical Society's peer review committee shall be asked to designate a physician and/or hospital.

B. Scheduling

1. New employees hired on or after August 15 shall make every effort to schedule the examination required as a condition of initial employment during non-school hours. If they are unable to do so, the Superintendent shall grant them reasonable release time without loss of pay for the purpose of complying with said Board-required examinations.

2. Employees who are required to submit to any physical examination, laboratory test, or X-ray during the regular school year shall make every effort to schedule the same during non-school hours. If they are unable to do so, the Superintendent shall grant them reasonable release time without loss of pay for the purpose of complying with said Board-required examination, laboratory test, or X-ray.

A. Protective Devices

Such special clothing, equipment, and devices as are necessary for safety shall be provided to the employee at the Board's expense.

B. Unsafe or Hazardous Conditions

When, in the judgment of the employee, an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, the employee shall promptly report said condition to the principal or Superintendent. This report shall be in writing and on a form provided by the School District and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

C. Adverse Weather

1. In the event of adverse weather conditions and a decision is made that the schools are to be closed, such a decision is to be announced by 6:45 a.m. if possible.

2. When the District has determined that the schools are to be closed and students are not to report to their respective buildings due to adverse weather, bargaining unit members need not report for work and shall not be penalized for failing to report.

3. If an employee, while performing assigned duties, is stranded in another district due to adverse weather, the Board shall fully reimburse the employee for the reasonable cost of housing and meals.

D. Employee Protection

Copies of any policies, and/or regulations promulgated by the Board on student discipline and the use of reasonable force shall be provided to each employee.

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deductions of professional dues. The form of the assignment shall be as set forth in Schedule B.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each pay period for ten (10) months, beginning on September 21 and ending June 21 of each year.

C. Prorated Deduction

Employees who begin employment after September 15 shall have the total dues pro-rated on the basis of the remaining months of employment through June 21

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the board and to the Association. The Association shall notify the Board immediately upon receipt of such notice.

E. Termination

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

F. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article. All sections shall be subject to the grievance procedure, and the provisions of this section shall not apply thereto.

A. Salary Schedule

The salary and job classification of each employee covered by the regular salary schedule is set forth in Schedule C, which is attached hereto and made a part thereof. The provisions herein regarding vertical step and job classification placement shall be applied prospectively, unless otherwise provided.

B. Vertical Step Placement on Salary Schedule

1. Adjustment to Salary Schedule

   Each new current year an employee shall move one (1) additional incremental or vertical step within his/her proper job classification beyond his/her step placement on the current salary schedule. The salary of part-time employees shall be at the ratio proportionate to their part-time service.

2. Credit for Experience

   Upon initial employment, up to eight years credit shall be given for an employee's previous experience in a comparable position which contributes to the performance of the employee's duties with the District, provided that the Board shall not be required to approve such credit for years of experience which occurred more than ten years prior to the initial employment date. The Board, in its discretion, may grant more experience credit than is provided for above.

3. Returning to the District

   Any employee with previous teaching experience in the District shall upon returning to the system be given credit as set forth in Subsection B.2 of this Article.

4. Increments

   Employees on the salary schedule shall be granted one (1) incremental or vertical step on the schedule for each year of service until the maximum for their job classification is reached.

5. Vertical Steps for Employees Who Change Job Classifications

   Employees who change job classification shall be granted one (1) incremental step until maximum of the new job classification is reached. No employee shall be granted more than one (1) incremental step in one (1) year.

C. Job Classifications

1. Masters Degree

   A Masters Degree shall qualify for job classification placement if it is beneficial to the students.

2. Hours Beyond a Degree

   a. College courses beyond a degree commenced on or before May 13, 1984, shall qualify for job classification placement if they are graduate courses and if they are beneficial to the students.

   b. College courses beyond a degree commenced after May 31, 1984 shall qualify for job classification placement if approved in advance by the Superintendent. Any employee intending to take such a course shall give written notice of his/her intention along with a description of the course to the Superintendent prior to the commencement of the course. The Superintendent shall approve or reject the course in writing prior to the commencement of the course.

3. Change in Job Classification

   Employees wishing to move from one job classification to an other for the succeeding school year must file such request on or before May 1 of the preceding school year. Such request shall indicate the job classification in which the employee wishes to be placed and, as to courses commenced on or before May 31, 1984, shall include a detailed description of courses intended to be used for such advancement. Each employee filing such a request shall be notified in writing of the result of Board action on his/her request. If such a request is granted, the employee shall file an official transcript of credits no later than September 1. All credits will be subject to review by the Superintendent before presentation to the Board for its acceptance.

D. Extended Contract

The salary schedule is based upon a one hundred ninety (190) day work year. Any employee whose full-time assignment exceeds the work year shall be additionally compensated at a per diem rate of his/her contract salary.

E. Method of Payment

1. Pay Periods:
   Each employee shall be paid in twelve (12) equal installments on the 21st of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

2. Exceptions:
   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.

3. Final Pay:
   Employees who will not be employed by the District the following year shall have the option of receiving all or any part of their earned, contracted salary on the last pay period of the in-school year, provided funds are available.

4. Summer Checks:
   Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee and shall be post-marked no later than the day before the pay period.

F. Phase I and II

If the Legislature appropriates and the District receives Phase I monies, such monies shall be paid to each employee whose salary on Schedule C is less than the state mandated minimum in an amount sufficient to the annual salary of each employee to the state mandated minimum. Payments received by employees under Phase I shall not be included in and shall not modify Schedule C.

If there are excess Phase I monies that can be legally distributed, the remaining Phase I monies shall be paid to all employees using the same distribution formula that is applied to Phase II monies, with the exception of the difference between $7078 and the amount needed to raise each employee to the state-mandated minimum. These monies shall remain to be distributed to raise the minimum salaries. Excess Phase I payments received by employees shall not be included in and shall not modify Schedule C.

If the Legislature appropriates and the District receives Phase II monies, such monies shall be paid to each employee whose salary on Schedule C is more than the state mandated minimum in a distribution formula that results in such employees receiv ing an annual salary that maintains the same pay ratio between employees that exists on Schedule C.

Payments received by employees under Phase II shall not be included in and shall not modify Schedule C. Phase I and Phase II payments shall be made within five (5) working days of actual receipt from the state. The final payment shall reflect any adjustment in the District's employee ratio or make-up in relation to total Phase I and Phase II received.

A. Extra-Curricular Activities

Employees who perform extra-curricular assignments shall be compensated in accordance with Schedule D-1, which is attached hereto and made a part thereof.

B. Expense of Traveling Employees

Employees who are required to use their own cars to conduct school business shall be reimbursed for such travel as is authorized and directed by the Superintendent at the rate of $0.24 per mile. In the event that the maximum allowable rate is changed by the Iowa General Assembly, the parties agree to amend this Agreement and to adopt said maximum allowable rate.

Article 15: Insurance

A. Definitions

1. Single Coverage: "Single coverage" shall be defined as the premium necessary to insure an individual employee.

2. Family Coverage: "Family coverage" shall be defined as the premium necessary to insure the members of an employee's immediate family in addition to the premium needed to insure the individual employee.

B. Types

The Board agrees to provide the following insurance protection with the Board paying 75% of the total premium for both family and single coverage. The Board will pay a percentage of the premium for employees working 20-30 hours according to the percentage of time that they work.

1. <u>Health and Major Medical</u>

   a. Each employee shall receive coverage at a level of benefits not less than those contained in ISEBA/ Wellmark 2005-06 PPO Plan.
   b. Any employee who desires to insure his/her immediate family coverage at a level of benefits not less than those contained in ISEBA/Wellmark PPO Plan.

c. In lieu of family coverage described above, a continuing employee may elect to receive an amount equal to 87% family coverage in additional salary payable on or about June 30 of each year governed by this contract. However, no payment whatsoever will be made to any employee who does not fulfill the terms of his/her individual employment contract. The employee must notify the employer in writing May 15 of each contract year whether he/she wants such family coverage or such additional salary for the following year. The May 15th deadline shall become effective immediately upon approval of this provision by both parties. If the employee fails to notify the employer, the employer shall purchase family coverage for the employee. A new employee must notify the employer in writing at the time he/she signs his/her individual contract. Such new employee electing as set forth shall receive 5/6 of the amount stated above or such lesser amount as is determined by the ratio of his/her days of service to the total number of contract days.

2. Term Life Insurance

Each employee shall receive single coverage under a group term life insurance program which provides a death benefit of $5,000.00.

3. Disability

Each employee shall receive single coverage under a group long term disability insurance program. The benefits under such a program shall be not less than that provided under existing insurance in force.

C. Coverage

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months from September 1 to August 31 each year governed by this contract. The district-teacher insurance anniversary date will remain in concert with these dates subsequent to August 31.

D. Descriptions

The Board shall require the insurance carrier (s) to provide each employee with a description of the insurance coverage provided herein within one (1) month of the beginning of the school year.

A. Notification

On or before April 30, the Superintendent shall issue a notice or recommendation to terminate an affected employee in accordance with Chapter 279, Code of Iowa.

B. Classification

Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: K-5, and 6-12 grade levels. Reduction in the 6-12 grade level classification shall be within curriculum departments. Reduction in art, music, special education and physical education shall be within a K-12 classification. A remedial reading staff member shall be included in the K-5 classification if more than half of the students he/she serves are in grades K-5. If more than half of his/her students are in grades 6-8, the remedial reading staff member shall be assigned to a 6-12 curriculum department.

C. **Procedures**

1. The Superintendent shall first attempt to make all reductions staff through attrition and transfer.

2. In the event attrition and transfer fail to accomplish the necessary reduction in staff, reduction in staff shall be determined by the employee with the fewest number of points.

3. The employee with the lowest number of points (obtained by adding the totals in the four areas below) shall be released to accomplish the necessary reduction in staff.
   a. Experience: (30 points maximum) - one (1) point for each year of service within the District.

   b. Training: (30 points maximum) - five (5) points for a BA degree; one-half (1/2) point for each full semester hour earned after the BA degree; five (5) points for a MA degree; one-half (1/2) point for each full semester hour earned after the MA degree. All hours to be considered for credit under this subsection shall be submitted to the Superintendent by January 15.

   c. Evaluation: (80 points maximum) - Each employee shall be evaluated by his/her principal in accordance with the Evaluation Article, Section C only. When the employee receives a copy of his/her evaluation, the total number of points awarded, not to exceed 80 per evaluation, shall be marked thereon.

For the purpose of this Article, the point credit for this subsection shall be the average of the evaluation totals for all years on employment, not to exceed the five most recent years. Should an employee leave and be re-hired, he/she shall begin again with a single year's evaluation, working up to a maximum five year average.

d. Schedule D-1 (10 points maximum)-beginning with the 1983-84 school year, up to ten (10) points shall be assigned by the Superintendent or his/her designee based upon evaluation of an employee's Schedule D-1 assignment (s) as a part of the overall school program.

4. If two or more employees have the same point totals, the least senior employee shall be reduced.

5. The effective date of layoff shall be the last contracted day on which the employee performs his/her services for the District

D. **Recall and Benefits**

1. If there is a vacancy in any bargaining unit position, laid off employees who are certified to perform the work in question shall be recalled in the order of the person with the most points being recalled first.

2. The Board shall notify an employee of his/her recall in writing by certified or registered mail to the employee's address on file with the Board. An employee's failure to respond affirmatively in writing within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in termination of the employee's recall rights. If a recall letter which is addressed to the address supplied by the employee and which contains the required postage is returned to the Board by the U.S. Postal Service, then the employee's recall rights shall terminate.

   Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the Board.

3. A laid off employee shall retain recall rights for two (2) years from the effective date of layoff unless the employee waives same in writ ing.

A. Evaluation

Each new employee shall be evaluated at least two (2) times per year (once each semester) for the first two (2) years or by mutual agreement the first three (3) years of their employment. All other employees shall be evaluated at least one (1) time per year. Each formal evaluation shall be preceded by at least one classroom observation and a total of 30 minutes time in the classroom.

B. Orientation

Within four (4) weeks after the beginning of each school year, the building principal or appropriate supervisor shall conduct a meeting to acquaint employees with the formal evaluation procedure standards and instrument. Employees shall be in formed which administrator (s) will evaluate employee performance. No formal evaluation shall take place until such meeting has been conducted.

C. Observations

All observations for formal evaluation shall be conducted with the full knowledge of the employee. Informal evaluations may be made by the evaluator when observing the employee in the performance of his/her job-related responsibilities. As soon as is possible, the evaluator shall announce his/her presence to the employee. The employee will have ample opportunity to explain any unusual activities in the setting to be observed. In all cases it shall be the intent of the evaluator to bring about the improvement of instruction and employee job performance.

D. Conference and Copy

A copy of the evaluation shall be given to the employee within five (5) contract days following the observation, excluding contract days during which the employee is not present for the full regular work day. The employee shall then sign and return the evaluation to his/her building principal or supervisor on the same day. The employee's signature does not necessarily mean agreement with the evaluation, but rather, an awareness of its contents. No employee shall be required to sign a blank or in complete evaluation. At the request of either the employee or the evaluator, a written copy of each evaluation shall be re viewed by the evaluator and employee at a conference held within ten (10) contract days following the observation.

E. Responses

If the employees feels his/her formal evaluation is incomplete, inaccurate, or unjust, the employee, within ten (10) contract days from the date of the employee's signature, may put his/her objections in writing and have them attached to the evaluation to be placed in his/her evaluation file. The file copy of such objections shall be signed by both parties to indicate awareness of the contents, and the employee shall be given a photocopy of the signed objections.

F. Remediation

1. If, as a result of any evaluation procedure, problems in the performance of duties by an employee are observed and noted on the evaluation, then in that case, such evaluation shall contain mutual suggestions which might effect improvements in the performance of those duties.

2. If an employee believes any evaluation has been unfair, the employee may appeal the evaluation to the Board of Education.

G. Evaluation File

1. Any complaint or other evaluative documents directed toward an employee which are placed in his/her file are to be called to the employee's attention in writing within ten (10) calendar days of such placement. Within twenty (20) calendar days of such placement, the teacher shall have the right to respond in writing and such response shall become a part of said file.

2. Any employee shall have the right at any reasonable time to review the contents of his/her file which pertain to evaluations, complaints or other evaluative documents. Not less than a five year record of documents shall be retained in this file.

3. The employee shall have the right to reproduce any of the contents of his/her file which pertain to evaluations. The reproduction shall be at the expense of the employee, except as provided by law.

A. Definitions

Any change in an employee position involving one or more of the following criteria shall be considered a transfer: (A) movement to a new area of broad certification or (B) a movement to a different building. The areas of broad certification are social studies, science, mathematics, language arts, art, music, physical education, home economics, industrial arts, and special education.

B. Voluntary Transfers

1. All vacancies shall be posted in the faculty lounge/workroom for ten (10) workdays before the position is to be filled.

2. If a position becomes vacant during the school year and the position is to be filled by a current employee, the position shall be posted in all buildings not less than ten (10) workdays before the position is to be filled. Employees who desire to be considered for such position shall notify the Superintendent's office in writing before the end of the posting period. A voluntary transfer during the school year will be made at the sole discretion of the Superintendent.

3. If a position becomes vacant for the following school year and it is to be filled by a current employee, the following procedure shall apply:

   a. Such position shall be posted in all buildings for not less than ten (10) workdays (excluding Saturday and Sunday) before the position is filled. Notice shall also be set to the Association within the time noted above.

   b. Employees who desire to be considered for such position shall file written request with the Superintendent's office before the end of the posting period.

   c. If only one employee applies for the position, said employee shall receive the position provided he/she has the necessary endorsements.

d. If more than one employee applies for the position, then the employee who has the highest number of points as determined in Section C of the Staff Reduction Procedures Article shall re ceive the position; provided, however, if the total point differ ence between the employee with the highest number of points and the other employee (s) who have applied is seven (7) or less, then the Superintendent shall have complete discretion in deciding which of these employees should receive the position.

C. Involuntary Transfers

1. When no employee applies for a vacant position, the Board retains the right to involuntarily transfer an employee to such vacancy or to hire a new employee.

2. When a position becomes vacant during the school year and no employee has applied for the vacancy, the involuntary transfer, which is least harmful to the quality and continuity of instruction, shall be made.

3. When a position becomes vacant for the following school year which the Superintendent determines is to be filled by involuntary transfer, the following procedure shall apply:

   a. The employee in the affected grade level, building or curriculum department with the lowest number of points as deter mined in Section C of the Staff Reduction Procedures Article shall be transferred.

   b. Where possible, notice of a prospective involuntary transfer shall be given to employees fifteen (15) days in advance.

   c. In the event that an involuntary transfer results from staff reduction circumstances, the Board may make such transfers as will best implement the provisions of the Article on Staff Reduction Procedures without regard to seniority.

A. Duration Period

This contract and all schedules attached hereto, shall be effective July 1, 2005 and shall continue in effect until June 30, 2006.

B. Signature Clause

In Witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiators on the 20th day of May, 2005.

WOODBURY CENTRAL ASSOCIATION	WOODBURY CENTRAL COMMUNITY SCHOOL BOARD OF EDUCATION
Cherie Dandurand, President	Joyce Kizzier, President
Chief Negotiator	Chief Negotiator

Grievance Form

Grievance #_____

Date Filed :_____

First Step

A. Date of the Act Giving Rise to the Grievance_____

B. Section (s) of the Contract in Dispute_____

C. Statement of Grievance_____

_____

_____

_____

_____

_____

_____

_____

D. Relief Sought_____

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

Disposition by Principal

_____

_____

_____

_____ _____

Signature of Principal Date

(Cont..on next pg.)

Second Step

A. _____ _____
Signature of Grievant Date

B. Disposition by Superintendent_____

_____

C. _____ _____
Signature of Superintendent Date

Third Step

A. _____ _____
Signature of Grievant Date

_____ _____
Signature of Association President Date

B. _____ _____
Signature of Superintendent Date

Authorization for Payroll Deduction for Association Dues

_____

First Name Initial Last Name

I hereby request and authorize the Board of Education, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the Treasurer of the Association.

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

_____

Employee Signature

_____

Social Security Number

_____

Date

Schedule C: Salary Schedule

Increment	Job Classifications					
Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
0	1.00	1.03	1.06	1.09	1.12	1.15
1	1.04	1.07	1.10	1.13	1.16	1.19
2	1.08	1.11	1.14	1.17	1.20	1.23
3	1.12	1.15	1.18	1.21	1.24	1.27
4	1.16	1.19	1.22	1.25	1.28	1.31
5	1.20	1.23	1.26	1.29	1.32	1.35
6	1.24	1.27	1.30	1.33	1.36	1.39
7	1.28	1.31	1.34	1.37	1.40	1.43
8	1.32	1.35	1.38	1.41	1.44	1.47
9	1.36	1.39	1.42	1.45	1.48	1.51
10	1.40	1.43	1.46	1.49	1.52	1.55
11	1.44	1.47	1.50	1.53	1.56	1.59
12	1.48	1.51	1.54	1.57	1.60	1.63
13	1.52	1.55	1.58	1.61	1.64	1.67
14	1.56	1.59	1.62	1.65	1.68	1.71
15					1.72	1.75
16					1.76	1.79
17					1.80	1.83

CALCULATION OF SALARY SCHEDULE

For 2006-07, 1.00 = 24,240, which is multiplied by each incremental step 4within each job classification in order to determine the salary therefore.

DEFINITION OF JOB CLASSIFICATIONS

CLASS 1: Shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding an Iowa Teaching Certificate.

CLASS 2: Shall apply to all employees possessing ten (10) credit hours beyond the Baccalaureate Degree from an accredited college or university and holding an Iowa Teaching Certificate.

CLASS 3: Shall apply to all employees possessing twenty (20) credit hours beyond the Baccalaureate Degree from an accredited college or university and holding an Iowa Teaching Certificate.

CLASS 4: Shall apply to all employees possessing thirty (30) credit hours beyond the Baccalaureate Degree from an accredited college or university and holding an Iowa Teaching Certificate.

CLASS 5: Shall apply to all employees possessing a Masters Degree from an accredited college or university and holding an Iowa Teaching Certificate:

CLASS 6: Shall apply to all employees possessing fifteen (15) credit hours beyond the Masters Degree from an accredited college or university and holding an Iowa Teaching Certificate.

Section 1: Professional Supplemental Pay Assignments (% of Class 1, Step 0 of Schedule C)

Head Coaches, High School	%
Baseball, Summer Boys	12.0
Basketball, Boys	12.0
Basketball, Girls	12.0
Cross Country, Boys & Girls	6.5
Football	12.0
Golf, Boys & Girls	6.5
Softball, Summer Girls	12.0
Track, Boys	9.5
Track, Girls	9.5
Volleyball	9.5
Wrestling	12.0
Assistant Coaches	
Basketball, Boys	8.0
Basketball, Girls	8.0
Football	8.0
Track, Boys	6.5
Track, Girls	6.5
Volleyball	6.5
Wrestling	8.0
Softball & Baseball	8.0
Middle School Athletics—per sport	5.5
Miscellaneous	
*Cheerleading (H.S.)	6.0
Cheerleading (M.S.)	2.5
Class Play (H.S.) per play	4.0
Class Play (M.S.)	2.0
Drill Team	6.0
Musical	5.0
Cat Shop	5.5
Instrumental Music (H.S.)	10.5
Instrumental Music (M.S.)	2.0
Vocal Music (H.S.)	8.0
Vocal Music (M.S.)	3.0
Junior Class Sponsor	4.5
*Speech, per employee	4.0
Yearbook	7.0
Summer Band	10.5

*These are per assignment: ie: FB, BB, Wrest. Cheerleading or Large & Small Group Speech

Section 2: Non-professional Extra Duties

$7.50 per hour or fraction thereof. The non-professional extra duties would include driving a bus, other than route, for any school activity including those held during the school day; the salary will be $7.50 per hour with a $15 minimum per trip. Teachers driving a van or car transporting students for school activities, not including those during the school day, will be paid $5.00 an hour with a $10 minimum. Other non-professional extra duties include repair of equipment and student supervision after hours.

The Superintendent or designated Principal may assign certified employees to work at extra-curricular activities twice per year (these activities are not to be confused with those mentioned in Article V., Section C,1.) in lieu of working, the certified employee will receive an "activity" pass for themselves and spouse or guest which will admit them free to all school activities. Certified staff who work more than twice will be paid if the employee desires to be paid. The work assignments will be divided as equally as possible.

SCHEDULE E: PHYSICAL EXAMINATION FORM

Employee Name _____ Birthdate _____
Address _____ Age _____
How much school have you missed because of illness in the past 3 years? _____

_____

Has this employee:

	YES	NO
Had any injury requiring medical attention?		
Had any seizures/convulsions?		
Had any illness lasting more than a week?		
Had any surgical operations?		
Been hospitalized?		
Had any chronic illness?		

Explain any "YES" answers above _____

_____

_____

Does this employee have any allergies? _____
Does this employee take any medications on a regular basis? _____
Reason _____

Physical Exam
Height _____ Weight _____
B/P _____ Pulse _____
Skin _____
HEENT _____
Vision Right Eye _____ Left Eye _____
Heart _____
Lungs _____
TB (mantoux) Test Results _____ Date _____ OR
"I certify that this person is free of Tuberculosis."
Physician Signature _____
Abdomen _____
GU _____
Results of urinalysis _____
Musculoskeletal _____
Neurological _____

"I certify that this employee was examined by me on _____20_____, and found to be physically and mentally capable, in accordance with the above stated facts, to work/teach for Woodbury Central School District."

Physician Signature _____
Phone Number _____
Address _____
Date _____

Schedule F: Employee Insurance Election Form

1. Health Insurance. (select one)

_____I elect NOT to receive any coverage for health and major medical insurance.

_____I elect to receive ONLY single coverage for health and major medical insurance and to receive, in lieu of family coverage for health and major medical insurance, the cash supplement, which is equal to 87% of the cost of family coverage.

_____I elect to receive family coverage for health and major medical insurance.

2. Flexible Spending Account (select one)

_____I waive my right to participate in the Flexible Spending Account program offered.

_____I elect to participate in the Flexible Spending Account program offered.

NAME_____

DATE_____

Each principal shall award evaluation points based on the following classification system:

Exceptional	70-80
Superior	60-69
High Average	48-59
Average	37-47
Low Average	25-36
Unsatisfactory	24 and below