Fort Dodge CSD	Fort Dodge EA (Associates)	7/1/2005	6/30/2007

FORT DODGE CSD / ASSOCIATES 05-07

Agreement

Between

Fort Dodge Community School District

And

FDEA – T.A.B.U.
(Teacher Associates)
Bargaining Unit

For

2005-2007

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ARTICLE I: PREAMBLE

The Fort Dodge Community School District and the Fort Dodge Education Association – Teacher Associate Bargaining Unit agree as follows:

ARTICLE II: DEFINITIONS

A. The term "Board" or "Employer" or "District" as used in this agreement shall mean the Fort Dodge Community School District as governed by the Board of Education, its authorized representatives, or its authorized agents.

B. The term "Association" as used in this agreement shall mean the Fort Dodge Education Association (Teacher Associates Bargaining Unit) as certified by the Public Employment Relations Board (PERB), ISEA, or its authorized agents.

C. The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on August 10, 1988 (Case No. 3761).

D. The term "group of employees" as used in this agreement shall mean two (2) or more members of the bargaining unit as defined and certified by Public Employment Relations Board (PERB).

E. Immediate family shall be defined, for all references in this agreement, as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.

ARTICLE III: SENIORITY

A. Definition. Seniority shall mean "length of continuous service in the District from the first day on the job as a teacher associate." Seniority shall not be broken by approved leaves of absence where the duration of the leave is less than two years. If any leave extends beyond two years, the employee's seniority will be frozen, relative to their seniority rank at the end of the second year. Employees leaving employment shall start over if re-employed. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest ranking.

B. Seniority List. The Employer will prepare and post a seniority list compiled by job classification at a designated spot in each work location on or before November 1 of each year. The job classifications shall include General Education Associates, Library Media Associates, Special Education Associates and Literacy Associates. Failure to challenge the accuracy of the list within four (4) weeks of issuance shall constitute an estoppel against the employees or their representatives seeking to challenge the accuracy of that list.

C. Application. When this agreement refers to the term "seniority," it shall be defined as per paragraph A above unless specifically addressed to the contrary.

D. Accrual. Employees working six (6) hours or more per day accrue full seniority. Employees working less than six (6) hours per day accrue one-half (1/2) year of seniority per year worked. The 2003-2004 seniority list reflects the accrual of seniority and is based on the 1995-1996 contracts when the contracts first reflected the hours worked. Placement on the seniority list will be retained during reduction in force for as long as the employee has recall rights.

ARTICLE IV: EVALUATION

A. All teacher associates will be evaluated on a three (3) year rotation, with all first year employees evaluated during their first year. The seniority list will be used to establish the initial three (3) year rotation. A list of evaluations will be furnished annually.

The three (3) year rotation will establish the minimum frequency for formal evaluations. The Administration may conduct additional formal evaluations when deemed necessary.

A list of the evaluation rotation schedule will be furnished annually.

B. Within thirty (30) calendar days after the beginning of the school year, employees shall be informed of the evaluation procedures and instruments to be used.

C. The employer shall designate the evaluator(s).

D. Evaluation will be on a form provided by the District and the completed evaluation will be placed in the evaluatee's personnel file. No evaluation shall be placed in the personnel file until a copy has been given to the evaluatee. If the evaluatee wishes, he or she may respond to any or all parts of the evaluation within twenty (20) days of receipt of a copy of the evaluation, and a copy of said response will be attached to the evaluation form for placement in the personnel file.

Remediation. If as a result of an evaluation, problems in the employees performance are observed and noted on the evaluation, the evaluator shall provide suggestions to the employee, which are intended to improve the employee's performance in deficient areas.

E. Within ten (10) days after presenting a completed copy of the evaluation instrument to the employee, a conference will be held to discuss the contents of the evaluation. Any changes made to the completed copy will be initialed by both parties. The employee is only required to sign a completed evaluation form. The employee's signature on the evaluation document does not indicate agreement with the contents of the evaluation, only an awareness of the contents of the evaluation.

F. Before any complaints or documents are placed in an employee's file, they must first be brought to the employee's attention. The District shall meet with the employee to discuss the contents of the alleged complaints. Within ten (10) teacher associate workdays of being notified, the employee may file a written response or explanation, which shall be attached to the complaint and placed in the file.

G. All evaluations are subject to the grievance procedure.

H. Employees may, in the presence of the superintendent or designee, examine the contents of their personnel file, except for documents meeting the following definitions of confidential: [Confidential shall mean "those materials requested by the employee to be placed in their file and to be considered confidential."] Employees have the right to reproduce the contents of their personnel file, with the exception of the confidential documents, at their expense.

ARTICLE V: TRANSFER

A. Definitions:

1. Transfer - The assignment of an employee to a different job.

2. Involuntary Transfer – A transfer initiated by the employer and not requested by the employee.

3. Voluntary Transfer – A transfer initiated by the employee.

4. Pre-Qualification - Satisfactory actual work experience within a job classification for 60 days for full-time and 120 days for part-time (less than 6 hours per day).

5. Vacancy - A vacancy is any part-time or full-time position which the District desires to fill. The expansion of an existing position shall be offered to the current employee. Should that employee decline the expansion, a vacancy for the expansion would exist.

B. Transfer Notification:

1. Employees being transferred shall be notified by the District in writing substantiated with a reason. A copy of such notification shall be presented to the Association.

C. Notification of Vacancies:

1. Upon knowledge of a vacancy or vacancies, the Human Resources office shall deliver to the Association and post in all buildings, vacancies that occur during the school year and for the following school year. Such notification will be posted for at least five (5) teacher associate working days to allow an employee who has not filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy. Such posting shall contain the job classification, specific assignment, job descriptions, working hours, any and all prerequisite qualifications, deadline for transfer request, and approximate beginning date of duties.

D. Vacancy Procedure:

1. If candidates are deemed to be equal, the most senior employee shall prevail, except that in the event that a vacancy exists through expansion of or addition to a current position, the employee holding the current position shall have preference.

2. No new hire shall be employed or involuntary transfer made to fill a vacancy if a voluntary applicant exists unless any and all prerequisite qualifications of the District cannot be met by granting the voluntary request.

3. Upon filling a vacancy the Human Resources office shall deliver to the Association written confirmation naming the employee awarded the position, the rate of pay, and the hours scheduled.

4. Employees will be notified verbally of the District's decision within seven (7) working days. If a written reason is requested it will be provided to the employee.

E. Involuntary Transfer Prodecure:

1. The employer will utilize the voluntary transfer procedure prior to the involuntary transfer procedure to fill vacancies.

2. If an involuntary transfer is necessary, probationary employees shall be transferred first.

3. In the event the procedures identified in Article 5.E.1 and 2 have not met the needs of the determined involuntary transfer, then the District shall transfer the employee with the least seniority in the affected job classification.

4. Employees involuntarily transferred will be notified by the District in writing, substantiated with a reason. A copy of this notification shall be presented to the Association. Employees with five (5) years or less of seniority will be included. Within one (1) week of notification, these employees will convene in order to determine transfer.

5. A list of all positions that are open as well as all positions of those with five (5) years or less seniority will be provided to these individuals. In order of seniority, each employee will select a position within his/her job classification or from one he/she has pre-qualified in and meets all qualifications for (ie.: para-educator certification, associate degree, testing requirements, specialized skills, etc.)

6. Ties in seniority shall be broken according to the last four digits of the employee's Social Security number with the highest numbers receiving the greater seniority.

7. Upon completion of the transfer process and Board approval, the Human Resource office shall provide written confirmation to the Association naming the employee awarded the position, the rate of pay, and the hours scheduled.

8. In the event the District recreates the position from which the individual was transferred, that individual shall have right of first refusal. If the individual refuses the recreated position, that position shall be open to recall first and then posted, and the District will have fulfilled its responsibility where that individual is concerned. This movement does not constitute a transfer.

9. An employee being involuntarily transferred may, for two calendar years from the date of transfer, request transfer to any posted vacancy for which they apply and for which they are qualified. The only exceptions would be if there were extenuating circumstances which would be communicated immediately to the Association, or the position was one which required para-educator certification, associate degree, passing test requirements, or a specialized skill, (i.e., signing, foreign language, or advanced computer skills.)

10. An involuntary transfer shall be made only for good cause and after meeting between the employee involved, the Association representative, and the superintendent/or designee, at which time the employee and the Association shall be given specific written reasons (if requested) for the transfer.

F. Summer Vacancies:

1. Vacancies for the subsequent school year, which arise during the summer, will be mailed to all teacher associates in a "summer vacancy letter" or in the Back to

School Letter. A seven (7) day consecutive time line shall run from the date of mailing of this letter during which time employees may apply for the transfer.

2. Employees who desire transfer to a vacant position to be filled during the summer and for which there is no present vacancy, shall file a written statement of such desire with the Human Resource Office prior to the end of the school year, effective for the subsequent summer only. Such statement shall include the specific type of position to which the employee desires to be transferred, i.e., specific job and job classification, and building. If an employee is interested in more than one type of position, the employee shall include all job types in his/her request.

ARTICLE VI: STAFF REDUCTION

The Board of Education, for any reason, may determine that it is necessary to reduce staff. If employees are laid off, the Board will observe the following procedures.

A. Notification. The employer will give the employee affected two (2) weeks written notice of an impending staff reduction.

B. Layoff Procedure.

1. The employer will first utilize known attrition.

2. The employer will next reduce all probationary employees within the affected job classification. (See Article X current language).

3. In the event the foregoing procedures have not met the needs of the determined staff reduction, then the District shall reduce probationary employees in any category to attain the necessary reduction. (See Article X current language).

4. If after steps 1, 2, and 3, the determined reduction has not been met, the District shall then reduce the employee with the least seniority in the affected job classification.

5. The affected employee can then replace an employee with five (5) years or less seniority in any job classification in which he/she has pre-qualified. The pre-qualification for replacement in another job classification must include actual District work experience within the job classification. (Pre-qualification is defined as satisfactory actual work experience for at least 60 days for full-time and 120 days for part-time.) During the school year, the affected employee must make his/her decision within five (5) teacher associate workdays after notice of staff reduction. During summer break; the affected employee must make his/her decision and notify the District in writing within ten (10) calendar days after mailing of notice of staff reduction by certified return receipt request, to the last known address of the employee as shown on the school district's personnel records.

6. **On May 1, the District will determine and post known vacancies/positions that will be filled for the next year. Vacancies occurring after May 1 will become part of the staff reduction process.**

C. Recall Rights.

1. An employee reduced under this Article shall be recalled to any full or part-time position in order of seniority, in the inverse order of layoff. A full-time employee recalled to a part-time position shall have priority for recall to any additional part-time or full-time position for which he/she is able to perform. Upon returning to a full-time position, the affected employee is considered recalled.

2. Recall rights shall be in effect for two (2) years from the last day of work. (Recall takes place before posting).

3. The affected employee shall at all times keep a current mailing address on file in the office of the District's Personnel Office. A notice of recall will be mailed by certified mail to the employee advising him/her to report for work. A copy of such notice of recall will be furnished simultaneously to the Association by ordinary mail. Items of information to be included are: the position available, start date, building assignment, number of hours, and hourly wage. The number of personal illness days, personal illness accrued, and continuation of insurance benefits will be included in the notice to the individual.

4. Failure of the employee to respond within ten (10) days after mailing of notice of recall, by certified letter, return receipt requested, to the last known address of the employee as shown on the school district's personnel records, the employee will be deemed to have refused the recall offer. The employee shall be informed in the recall notice of the ten (10) day requirement and the consequences of the refusal in the communication. The refusal of a recall offer that meets the terms specified in Section C (Recall) of this agreement will terminate all recall rights for the individual. An exception would be if the position were one which required a specialized skill, i.e.; signing, foreign language, advanced computer skills.

5. If recalled, an employee will be revested with unused accumulated sick leave and seniority accrued on the date of layoff. The employee will also return at the rate of pay earned at time of reduction plus any increases gained through negotiations. Staff reduction shall not constitute a break in seniority.

6. All substitute/temporary positions shall be offered to all employees on recall, in order of seniority, before any other person is offered such a position. A refusal of a substitute/temporary position shall not be seen as a refusal of the recall offer.

D. Reduction in Hours. The employer may discretionarily reduce the hours of individual employees for reasons including, but not limited to: adjustments necessitated by changes in special education programming, loss of categorical funding, adjustments where staffing or service patterns would not readily permit normal staff reduction or other non-arbitrary or capricious reasons.

ARTICLE VII: HEALTH AND SAFETY

A. Pre-employment Physical. A physical examination, including a chest x-ray, by a licensed physician is required of all new associates. The examination should be taken not later than the first month of employment with the cost of this examination being borne by the employee.

B. Periodic Physical. All employees are required to have a physical examination, including a chest x-ray, by a licensed physician every third year of employment. Forms for this examination are furnished by the superintendent's office. Cost of the examination, after

insurance, up to $60.00 and the cost of the x-ray, after insurance, up to $60.00 is to be paid by the District. Payment shall be made directly to the employee upon presentation of the bill and the filing of the physical examination report. Such reimbursed expenses shall not be submitted against the District's major medical coverage.

C. The District shall have first aid kits on hand in various locations in buildings and readily accessible to the employees.

D. All employees shall adhere to Board policies that may include the use of reasonable force to defend themselves or students from threatened physical injury to a student or employee, immediately upon the use of such force, the employee shall make a detailed written report of the incident and action taken to the building principal or his/her designee.

E. The Fort Dodge Community School District and the F.D.E.A./T.A.B.U. will agree to work cooperatively in the study of an Employee Assistance Program. A committee will be formed of equal representation from the employee and management groups to develop a program proposal which will be referred back to the bargaining teams for negotiations.

The primary function of this program is to assist all employee groups and administrators to deal more effectively with personal problems. This program's concern with personal problems is strictly limited to their affect on the employee's job performance.

Medications

A. Employees shall be required to administer medications only if the nurse or other qualified personnel are not available to do so.
   - Should the employee be required to administer medications, said employee shall be trained according to the requirements of the Iowa Department of Education.
   - At each site where it may be necessary for an associate to administer medications, ONLY ONE person will be designated to do so with an alternate appointed should that individual be absent from their job.
   - Each individual required to dispense medications will be given a duty free schedule during the time they are to perform this assignment.

ARTICLE VIII: ASSOCIATION LEAVE

A. Upon request of the Association president, a maximum of eight (8) contract days, with pay, shall be made available for members of the association to attend conferences, workshops, or other activities of the Association, excluding; the preparation and presentation of grievances, negotiation, arbitration, impasse or litigation related issues. The first four (4) days will be paid by the Fort Dodge Community School District and the last four (4) days will be paid by the Association.

B. If an employee is elected to either a unit or state office, that employee shall be allowed to attend said meetings without loss of pay as long as the Association provides, in advance, the dates and times that the individual will be gone. A maximum of ten (10) days will be allocated for this leave. In the event that this leave is exhausted, the individual may use personal leave or vacation leave, as approved by the superintendent.

ARTICLE IX: LEAVES OF ABSENCE

A. Personal Illness Leave.

1. It is the responsibility of the employee to notify his or her immediate supervisor in case of absence.

2. It is the intent that the school system shall operate in the best interest of the students. To carry out this intent, it is necessary that all employees perform their regular services without absence. When an illness, injury or other medically related disability necessitates the absence of an employee, the following shall apply:

   a. All employees shall be granted pay for absence due to personal illness, injury or other medically related disability for a period of:
      Ten (10) days during the first year of employment
      Eleven (11) days for the second year
      Twelve (12) days for the third year
      Thirteen (13) days for the fourth year
      Fourteen (14) days for the fifth year
      Fifteen (15) days for the sixth and subsequent years of employment. A total of one hundred and fifty (150) days may be accumulated for personal illness. Part-time employees working less than every day may have personal illness leave prorated.

   b. The above amounts shall apply only to consecutive years of employment in the same school district.

   c. The School Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

   d. The employee shall receive a record of the accumulated personal illness leave each year and shall sign a copy to verify its accuracy.

   e. If a continuing employee is unable to begin service under his/her contract because of personal illness or injury or other medically related disability on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused personal illness leave he/she may have accumulated from prior years or the current year of service with the District, notwithstanding the fact that he/she did not commence actual service under this contract for the school year covered herein. New employees to the District shall not be eligible for personal illness leave until they have started to work on the job.

   f. Personal illness leave will be administered in one-half (1/2) day units.

   g. **Accumulation of sick leave will be adjusted to reflect any changes, due to transfer, in the length of the contract before the transfer and the length of the contract following the transfer. The adjustment will be made according to the following formula: Balances will be equated to the hourly equivalency of the new position/assignment. A list of affected teacher associates will be forwarded to the association by October 1st.**

3. Except when prevented by circumstances beyond control, the employee must report intention to be absent from duty to the principal no later than 7:00 a.m. on the day of absence. Notice shall always be given as soon as possible.

B. Family Illness Leave, Bereavement Leave and Personal **Leave.**

Employees are eligible for family illness, bereavement, and personal leaves according to the following provisions:

1. Family Illness Leave. **A maximum of five (5) days leave of absence per school year shall be granted for illness in the employee's immediate family. Five (5) additional days of leave of absence per school year may be granted for serious illness in the employee's immediate family requiring hospitalization or when the employee's attendance is directed by a physician. Documentation of the hospitalization and/or physician's orders must be provided. This leave shall be without loss of pay.**

   a. **Part-time employees working less than every day may have family illness leave pro-rated.**
   b. **Family illness leave will be administered in one-half (1/2) day units.**

   Immediate family shall be defined, for all references in this agreement as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.

2. Bereavement Leave. **Employees may be granted up to five (5) days leave of absence per occurrence at full pay for attendance at funerals involving immediate family. Upon request of the employee, up to five (5) additional days may be granted at the discretion of the superintendent or his or her designee.**

   Immediate family shall be defined, for all references in this agreement as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.

   An additional five (5) days of bereavement leave may be granted at the discretion of the Superintendent or his/her designee for other than "immediate family" as specified in this section. The additional five (5) days are for the contract year and not for each occurrence.

3. Personal Leave. **One day of personal leave shall be granted per year without loss of pay or deduction from other leaves, to accumulate to three. Application for personal leave shall be made in writing to the supervisor seven days in advance of the leave, if possible. Absent extraordinary circumstances, personal leave shall not be granted during:**

   a. **The first five student attendance days and the last five student attendance days of school,**
   b. **Days immediately before or after holidays, vacations (including long weekends in which a paid holiday falls).**

   Personal leave will be limited to one (1) para-educator in buildings with fewer than ten (10) para-educators, two (2) in a building with ten (10) to seventeen (17) para-educators and three (3) in a building with eighteen (18) or more para-educators. Requests shall be granted on a first come, first

served basis. Personal leave may be used in half-day increments. Exceptions to these limits may be made by the superintendent/designee at his/her discretion.

As of June 30, 2005 persons who have accumulated at least four of the possible six personal business leave days remaining will have their personal business leave grand-fathered in as four personal leave days. As these days are used, the maximum accumulation will become three personal days.

C. Child Rearing Leave. In the case of the birth or adoption of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.

In cases where both husband and wife may be employees in this school system, only one (1) of said persons shall be entitled to such leave.

Child rearing leave may be made to become effective immediately upon the termination of a disability leave. Child rearing leave shall be granted for a minimum of up to the end of the grading period in which the birth or adoption of a child occurs, or for successive nine (9) week grading periods up to a maximum of one (1) school year. Request for extension of such leaves must be made at least three (3) weeks prior to the expiration of the first period thereof.

Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

Applications for child rearing leave shall be filed at least two (2) months before the anticipated birth of a child. In case of adoption, application for child rearing leave shall be made as soon as possible.

Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, the employee will be assigned to his or her former position unless, in the discretion of the superintendent, such assignment would be disruptive to the educational process. In that event, the employee may be assigned to another teacher associate position. It is the purpose of such assignment not to interfere with nor to disrupt the instruction of students, particularly where such pupils may have commenced their instruction with an employee who was assigned to them at the start of the school year.

Anything to the contrary notwithstanding, a child rearing leave granted to an employee need not be extended beyond the end of a contract school year in which the leave is obtained.

The dates of the commencement and termination of child rearing leaves shall in all cases be subject to, and based upon, a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

D. Disability Leave. Any employee who anticipates a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based on said anticipated disability in accordance with provisions hereinafter set forth in which instance such leave of absence shall be chargeable to the personal illness leave account of said employee. In the event no balance remains in the employee's personal illness leave account, then the leave may be granted without pay. No anticipated disability leave shall be granted during the school year unless medically necessary.

1. Request for Leave Based on Claim of anticipated Disability:

a. Any employee who desires to continue in the performance of his or her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee is physically capable of continuing to perform his or her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

b. In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable of performing his or her duties up to a specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then that employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties.

In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the county medical society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.

c. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the performance of said employee has declined so as to be detrimental to the educational process or the employee's welfare, from that performance demonstrated by said employee at the time immediately prior to the onset of the state of anticipated disability. In the event of a decline in the performance of an employee, the building principal or immediate supervisor shall notify the employee in writing and arrange for a hearing before the superintendent within four (4) days to present evidence of the decline. The superintendent, after hearing all the facts, may require the employee to take a leave not based on onset of claim of disability, without pay. The employee shall have the right to be present and offer any relevant evidence at the hearing.

d. All policies, practices, rules and regulations applicable to employees who are granted personal illness leave shall be applicable to all employees applying for leave under Section 1.

e. The employee requesting a leave under the provisions of this Section 1 shall specify in writing the anticipated date on which he or she will return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions. The employee will return to employment no later than five (5) calendar days following discharge from the hospital unless medically contraindicated.

f. The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his or her physician stating that he or she is capable of resuming his/her duties. In the event of a difference of opinion between the employee's physician and the medical examiner of the Board relative to the resumptions of

duties by said employee, the provisions of Paragraph 1 (b) shall be applicable as to the method of resolving such disagreement.

g. Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for resumptions of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board unless medically contraindicated.

h. Ordinarily, an employee who has undergone hospital confinement shall be expected to resume his or her duties, subject to the provisions of Paragraph 1 (g) above, within five (5) calendar days of the date of discharge from the hospital, provided, however, that such resumptions of duties is not medically contraindicated.

i. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided further, that such change by the Board is not medically contraindicated.

j. The provisions of this leave shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.

k. Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a child rearing leave in accordance with those provisions.

2. Request for Leave Not Based on Onset of Claims of Disability:

a. Any employee who desires to commence a leave of absence without regard to the onset of any claim of disability as set forth in Section 1, ante, may upon approval of the Board, be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence, shall be without pay.

b. Employees requesting a leave under the provisions of this section prior to the actual onset of a state of disability shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment after the termination of the disability.

c. Should there be any question as to the medical condition of any employee who requested a leave under Section 2 or who desires to resume his or her duties by a specified date, then the provisions of Paragraphs (b) and (f) or Section 1 of this leave shall be applicable as follows, to-wit:

(b) In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable of performing his or her duties up to a specified date, but the medical examiner of the Board of Education shall be of a contrary opinion, then that employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.

(f) The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming their duties.

In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumptions of duties by said employee, the provisions of paragraph 1 (b) shall be applicable as to the method of resolving such disagreement.

d. The provisions of paragraphs 1 (c), (g), (i), (j) and (k) are hereby made applicable to the provisions of this Section 2 of this leave as follows, to-wit:

(c) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of anticipated disability.

(g) Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumptions of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board.

(i) Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and provided further that such change by the Board is not medically contraindicated.

(j) The provisions of this leave shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of

any employee beyond the end of the contract school year in which the leave is obtained.

(k) Where the anticipated disability leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may simultaneously make application for a child rearing leave in accordance with those provisions.

E. Jury Leave. Any employee called for jury service shall be compensated at regular salary less compensation received for jury duty. A request for absence shall be completed and approved by the superintendent prior to absence. When a juror is not required to serve full-time, he or she is expected to report for work.

F. Continuation of Benefits. An employee granted an extended leave of absence shall be provided the opportunity to continue health, major medical, and term life insurance, at the established group rate, for a period of twelve months (one year) beginning with the effective date of leave, at the employee's expense.

G. Professional Development Leave: Professional development leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignment. Application for professional development leave must be presented to the superintendent/designee for approval.

It shall be within the discretion of the superintendent/designee to grant professional development leave. Professional development leave is non-grievable.

H. Good Cause Leave: A leave may be granted at the discretion of the superintendent/designee for up to one (1) year with or without pay and/or benefits. Good cause leave is non-grievable.

Individuals on good cause leave may apply to renew or extend their leave. Applications for the renewal or extension of the leave must be submitted to the superintendent/designee on or before May 1st.

I. Long-term Leave Vacancy: A vacancy originating from an approved long-term leave of absence request, shall be filled by posting a vacancy for a long-term substitute. This substitute position will terminate at the end of the school year in which it originated.

J. Return from Long-term Leaves: Employees returning from a one-year long-term leave shall return to their original position at time of said leave of absence. Employees returning from a long-term leave in excess of one year shall return to a position in which they are qualified. If more than one employee is returning from long-term leave, seniority should dictate the order of placement.

ARTICLE X: HOURS OF WORK

Adverse Weather

A. Adverse Weather/Emergency Dismissal: When the superintendent has determined that the schools are to be closed and the students are not to report to their respective buildings due to adverse weather or other emergencies, employees will not be required to report for work. However, if employees report to work within 15 minutes of their contract time and school is called, each employee will be paid for two hours or the actual hours

worked, whichever is greater. If the work time is not made up at a later date, the employee will be given the opportunity to make up the missed hours.

Probationary Employees

A. Probation. All new employees will serve a sixty-(60) day probationary period. The termination or retention of probationary employees is entirely within the discretion of the employer. A conference with the employee, teacher supervisor and building principal will be held at the beginning of the employee's probation period, and again towards the end of the probation period. Topics to be discussed are job description, job expectations, and the instrument used to document successful completion of the probationary period. (A checklist of probationary criteria will be developed with input from the Association.) The only leaves available during this time will be military, jury, personal illness, and paid holidays. Insurance benefits will start on day of employment. It is understood that probationary employees are not allowed to transfer during their probationary period.

Termination

No language for this negotiation group.

Severance

A. Either upon retirement or upon leaving the District after ten (10) years of continuous service, severance pay shall promptly be made to the employee in the amount of $4.00 per hour or minimum wage, whichever is the highest at the point of severance, times the number of hours per day the employee worked (last five [5] years averaged), times the number of days of unused personal illness leave (up to 120 days) which the individual had accumulated but did not use during employment with the District.

Employment

A. Overtime. **All work required by the supervisor in excess of forty (40) hours in any one (1) week shall be overtime and shall be paid at the rate of time and one-half (1 1/2) of the employee's regular straight-time hourly rate. In lieu of receiving pay for overtime hours worked, beyond the 40 hour work week, the employee and the supervisor may agree to compensatory time off at the rate of one and one-half (1 1/2) times the actual overtime hours worked. Compensatory time off shall be scheduled by mutual agreement with the employee's supervisor.**

B. If the normal workday of the teacher associate is shortened by staff emergency or scheduled dismissal alterations, the employee will be given the opportunity to work the hours originally scheduled. The tasks pursued to fill contracted time will be assigned/approved by the associate's supervisor and must be made up during the period identified by the supervisor. (The employee may elect not to make up the hours missed.)

C. Letter of Understanding – stating procedure to be used when teacher substitutes cannot be found for teachers.

D. Lunch. Full-time employees (six [6] hours or more per day) will be scheduled a thirty (30) minute duty free unpaid lunch break daily. In the event that an employee is required to work through the lunch period due to a scheduled field trip or some other similar circumstances, the employee will be compensated at his or her regular hourly rate for his or her normal lunch break. **This may be on an occasional basis as caused by field**

trips or other specific situations or on a regular basis as indicated by a student's IEP or other program requirements.

E. Breaks. A break(s) will be available consistent with workload needs. Denied breaks can be taken at the end of the day or up to one hour of flextime can be accumulated. The flextime may be taken by mutual agreement between the associate's supervisor and the associate. Building administrators need to be notified when flextime is taken. Full time (6 hours or more) employees will be entitled to one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Part-time employees (working less than 6 hours, but at least 3 hours or more) will be entitled to one fifteen (15) minute break.

F. Job Sharing.

1. Job sharing is a work arrangement in which two or more employees voluntarily hold responsibility for one full-time position and the duties of the position are apportioned between them. The individuals sharing the position may divide each workday or workweek equally.

2. The job sharing position shall exist for one work year only, with renewal for subsequent one-year terms available upon mutual agreement of the employees and the District.

3. Job sharing employees shall receive wages and fringe benefits, both paid and unpaid, totaling one full-time position according to the provisions of this Agreement, each receiving prorated wages and benefits according to his/her apportioned share of the position, position on the salary schedule, length of service and seniority, etc.

4. Upon completion of the job sharing term, an employee engaged in job sharing shall have transfer rights in accordance with the provisions of this Agreement, except that said employee shall have preference over all other employees except those on preferred status by reason of recall or prior involuntary transfer as provided in Article 6.

ARTICLE XI: INSURANCE

A. A group hospital and major medical insurance policy identified as a Preferred Provider Organization 500 shall be made available to all full-time (six [6] hours or more per day) employees. The Board shall select the insurance carrier. Employees desiring to be covered by group hospital and major medical insurance shall notify the Board in writing. The Board shall pay the monthly single premium to cover the cost of said insurance for each employee. Each employee may insure his or her immediate family under the coverage afforded, and the District shall pay one-third (1/3) of the dependent portion of the premium. The employee shall pay any additional amount necessitated to pay the monthly dependent premium, which amount shall be deducted each and every month during the employee's pay period.

B. A group term life insurance policy, insuring each full-time (six [6] hours or more per day) employee with $35,000.00 group term life insurance, will be made available to all employees. The Board will select the carrier and shall pay the annual single employee premium cost for each employee desiring coverage. Each employee may insure his or her immediate family in the amount of $10,000, and the employee shall pay any additional amount necessitated to pay the annual dependent premium (which amount shall be deducted on a prorated basis each and every month during the employee's pay period).

An additional $25,000.00 of term life insurance may be purchased by each employee, and the employee will pay the additional amount needed for the annual premium.

C. A group dental insurance policy shall be made available to all full-time (six [6] hours or more per day) employees. The Board shall select the carrier and shall pay the single premium cost for each employee desiring such coverage. Providing carrier eligibility requirements are met, each employee may insure his or her immediate family under the coverage afforded, and the employee shall pay the additional amount necessitated to pay the dependent portion of the monthly premium, which amount shall be deducted each and every month from the employee's pay.

D. Any full-time (six [6] hours or more per day) employee is entitled to carry hospital/major medical/surgical insurance and life insurance on his or her immediate family during the months school is not in session by submitting separate checks to the payroll department to cover the additional amount necessitated to pay the monthly premium.

E. A group long-term disability insurance policy shall be made available to all full-time (six [6] hours or more per day) employees. The Board shall select the carrier and pay the monthly premium for each employee desiring such coverage.

ARTICLE XII: WAGES

Dues Deduction

A. An employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board authorization for payroll deduction of Association dues. The Association agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be designed by the Association, subject to approval by the Board, and shall be revocable upon thirty (30) days notice, and expenses for producing and distributing the forms shall be borne by the Association.

B. New dues authorization forms shall be received by the Board no later than October 15th. Ongoing dues deduction will continue in force until the Board is notified in writing by the Association and the respective member for dues to cease. Such request shall be on a form developed between the District and the Association. New employees hired after the October 15th date may also have the option of dues deduction.

C. The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct in equal installments the total annual dues from the employee's regular paychecks (October – May) and remit same promptly to the Association. Employees who begin dues deduction after the first paycheck in October, shall have total dues prorated on the basis of remaining paychecks through May. The Association agrees to indemnify and hold harmless the Fort Dodge Community School District, the Board, each individual Board member, and all administrators and employees against all claims, suits or other forms of liability arising out of the provisions in this agreement between the parties for dues deductions.

Length of Service

A. A year of service consists of employment in the District for ninety (90) or more days in one school year. When hired, employees will be credited with up to four (4) years prior experience as a teacher associate in the Fort Dodge Community School District.

B. Increments will be added to the employees hourly wage rate at the beginning of the following years of continuous service:

Beginning of:	Amount Per Hour	
Year 5	10 cents	
Year 10	20 cents	**(an accrued total of $.30)**
Year 15	30 cents	**(an accrued total of $.60)**
Year 20	40 cents	**(an accrued total of $1.00)**
Year 25	30 cents	**(an accrued total of $1.30)**

Increment increases are made effective on July 1.

Paychecks

	2005-2006	2006-2007
Para-educator	**$8.23**	**$8.33**
Para-educator Certificate	**$0.30**	**$0.30**
College Credit (60 credits or more)	**$0.30**	**$0.40**

A. The beginning base wage rate for the **2005-2006** contract year will be **$8.23** per hour. Current employees will receive a **$.45** per hour wage increase across the board **for the 2005-2006 year, and $.20 per hour wage increase across the board for the 2006-2007 year.**

Each year the beginning wage rate will be increased by one half the amount agreed to as the hourly wage increase for the current employees. All fractions will be rounded to the next whole cent.

In order to receive the additional compensation, a teacher associate shall have evidence of completion of the appropriate coursework (e.g.; college transcripts from an accredited institution of higher education, official Para Educator Certificate) on file in the Human Resource office on or before August 15 or January 15.

(For the 2005-06 year only): **For the initial implementation of this language, the above evidence of completion must be on file in the Human Resource Office on or before September 15, 2005.**

B. Paraeducator Credits: Teacher associates completing the requirements for a Paraeducator Leve1 Generalist Certificate will be paid an additional thirty cents ($.30) per hour. Certificates must be presented to the District on or before August 15 or January 15 to receive compensation.

Individuals employed in a Title I identified building must meet the requirements of the federal *No Child Left Behind* legislation as defined by Federal or State regulation. Transcripts documenting the necessary college hours or the official Para-educator Certificate or the official certificate showing successful completion of the locally identified assessment must be on file in the Human Resources office by August 1, 2006. Any new teacher associate hired for any Title I identified building must meet the requirements of the *No Child Left Behind* legislation. Any current employee transferring to an open position for a Title I identified building must also meet these requirements.

C. Each employee shall submit a weekly time sheet signed by his/her principal to the payroll department showing hours actually worked. The time sheet must also show the time absent for personal illness or any other reason. Falsification of a time sheet is grounds for dismissal. Payment for the amount earned will be made every two (2) weeks on Friday. Paychecks are sent to the respective buildings via school delivery. If payday is a vacation day or holiday, the paychecks will be delivered on the last working day prior to the vacation day or holiday.

Employees may also pick up their paychecks at the Administration Building at 4:30 p.m. prior to the payday as before described. An exception to this will be the winter vacation when payday falls during the vacation period. Checks will be mailed on the regular payday, or as soon as possible after the last day of work before vacation.

D. The superintendent, or designee, will direct the work hours of teacher associates on an individual basis any time the normal school day schedule is shortened. The needs existing within assignment will be considered when directing the work.

E. Mileage. Individuals who are required to travel between buildings in their own vehicles for the purpose of doing business for the Fort Dodge Community School District shall be paid the amount per mile as established by the Board.

F. The District will transfer Tax Sheltered Annuity payments on pay dates as described in Letter C of this article. Employees wishing to exercise an electronic transfer option must notify the District, and complete all necessary paperwork.

G. Working out of Classification: Associates who are asked to serve outside their employee group on a short term basis (4-8 weeks), for needs of the District, will be compensated at their present hourly rate and present hours per day or the base wage rate and hours of the position in which they are substituting (whichever is greater). Before this assignment can take place, a conference must be held between the employee involved, supervising teacher (if any), building principal, association representative, and the superintendent/or designee, at which time the employee and the Association shall be given specific written reason(s), if requested, and the approximate length of time for the request. Such placement outside the employee group shall be voluntary on the part of the employee. At the end of this "short term" assignment, the associate shall be returned to their original position.

H. Bonus Day: An employee who misses no time from work, other than scheduled vacation, will be awarded an additional day's pay at the end of the contract year. The contract year is defined as July 1st through June 30th.

ARTICLE XIII: GRIEVANCE

A. 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. Each employee or the Association shall have the right to present grievances in accordance with these procedures. If a grievance is filed by the Association, it shall be filed within ten (10) working days of the date of occurrence of the event giving rise to the grievance and shall contain the information set forth at Step 2. An Association grievance shall be filed directly with the superintendent (Third Step). The Association or its ISEA representative has the right to be present at all levels of the grievance process.

C. The failure of an employee to act on any grievance within the prescribed time limit shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement, however.

D. First Step. An attempt shall be made by the employee to informally discuss the alleged violation of the contract with his or her principal.

E. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing within ten (10) working days from the date of the occurrence of the event giving rise to the grievance and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall set out the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten (10) working days after receipt of the grievance.

F. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file within ten (10) working days of the principal's written decision at the Second Step or the exhaustion of the timelines, whichever is earlier, a copy of the grievance with the superintendent. Within ten (10) working days after filing, the aggrieved and the superintendent or superintendent's designee shall meet to attempt to resolve the grievance. The superintendent or superintendent's designee shall file an answer within ten (10) working days of the meeting and communicate it in writing to the employee or the Association.

G. Fourth Step. If the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of binding arbitration. The employee and the Association may submit a request in writing to the superintendent within ten (10) working days of the date of the decision at the Third Step, or the exhaustion of the timelines, whichever is earlier, for the selection of an arbitrator to hear the grievance. The parties shall try to agree upon an arbitrator. If they cannot agree, then either party may request the PERB to submit a list of seven (7) arbitrators from which each party will alternately strike three (3) names and the remaining listed person shall serve as the arbitrator. The grieving party shall make the first strike.

H. The arbitrator shall render a decision within a reasonable period of time and within thirty (30) days if possible.

I. The arbitrator in the decision 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 to arbitration by the District and the Association, and the decision must be based solely and only upon the interpretation of the meaning and application of the express, relevant language of the agreement.

J. The cost of the arbitrator and expense of the hearing shall be borne equally by the parties. Expenses incurred by a party in preparation of presentation of the case shall be solely the expense of that party.

ARTICLE XIV: INSERVICE

A. Teacher associates will be represented on an in-service education advisory committee with administration and employee representation as a means by which recommendation may be made for items to be considered for the District's in-service education programs. The administration may coordinate this committee with existing teacher or administrative in-service advisory committee(s).

B. The in-service education committee shall consist of representative(s) appointed by the Association and representative(s) appointed by the administration. An administrative appointee shall serve as chairperson.

C. The District shall provide opportunity of teacher associates to attend the summer para-educator conference as part of the 192-day contract. Day to be no more than seven (7) hours in length.

ARTICLE XV: VACATIONS AND HOLIDAYS

1. Holidays. Teacher associates will be granted **nine (9)** paid holidays per year. They are:

Labor Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Eve Day
New Years Day
Good Friday
Memorial Day

ARTICLE XVI: COMPLIANCE AND DURATION

A. Separability. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect.

B. Printing. Copies of this agreement will be printed by the Board and made available to the Association. The cost of printing shall be shared equally between the parties.

C. Duration. This agreement shall be effective **July 1, 2005**, and shall continue in effect through **June 30, 2007.**

6/23/05
Date

Jacqueline A. Baker
F.D.E.A. - T.A.B.U. President

6-23-05
Date

Pamela K. Wheelchel
F.D.C.S.D. Chief Negotiator

6-27-05
Date

Fort Dodge Community School District

It is the policy of the Fort Dodge Community School District not to discriminate on the basis of race, creed, color, national origin, gender, disability, religion, age or marital status in its programs, services, and employment practices. If you have questions or grievances related to this policy, please contact Marcy Harms, Director of Student Services, Arey Education Center, 104 South 17th Street, Fort Dodge, IA 50501, (574-5678) or contact the U. S. Department of Education Office for Civil Rights Midwestern Division, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, MO 64153-1367. (Alternate for Section 504 is Lis Ristau, Director of Special Needs, 515-574-5675)

The District's Compliance Coordinator for Affirmative Action is Pam Rodewald. She can be reached at 574-5657 or 104 South 17th Street, Fort Dodge, IA 50501.

The District's Designated Investigator of Physical/Sexual Abuse of Students by School Employees is Marcy Harms. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501. The alternate is Corey Moody. He can be reached at 574-5469 or 819 North 25th Street, Fort Dodge, IA 50501.

The District's Grievance Officer for Harassment Complaints and Allegations is Marcy Harms, Director of Student Services. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501.

Revised: 05/05