

2011-2012

MASTER CONTRACT

Between

EAST BUCHANAN EDUCATION
ASSOCIATION

And

BOARD OF EDUCATION

EAST BUCHANAN COMMUNITY
SCHOOL DISTRICT

MASTER CONTRACT
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ARTICLE I
RECOGNITION

A. UNIT

1. The Board of Education hereby recognizes the East Buchanan Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 4236) issued by the PERB on the 3rd day of August, 1990, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the East Buchanan Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

2. The unit described in the above certification is as follows: All full-time and regular part-time professional employees, including all classroom teachers of base curriculum courses and fine art courses, remedial courses, special education courses and vocational courses, school nurses, guidance counselors, librarians, principal's secretaries, counselor's secretaries, educational associates, clerical associates, food service personnel and custodial staff.

B. DEFINITIONS

1. The term "Board of Education", as used in this Agreement, shall mean the Board of Education of the East Buchanan Community School District or its duly authorized representatives.

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

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

ARTICLE II

DUES DEDUCTION

A. AUTHORIZATION

1. Any employee who is a member of the East Buchanan Education Association, or who has applied for membership, may authorize deduction of dues in the Association. Such authorization must be in writing on the form as approved by the Board of Education and the East Buchanan Education Association.

2. These authorization forms must be received by the Board of Education's secretary not later than fifteen (15) days before the first pay day.

B. REGULAR DEDUCTIONS

1. The Board of Education shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee beginning in September and ending in August.

C. DURATION

1. Such authorization must be renewed each year. Dues deduction authorization may be revoked at any time upon thirty (30) days notice by the employee.

D. TRANSMISSION OF DUES

1. The Board of Education's secretary shall transmit to the treasurer of the East Buchanan Education Association the total amount deducted for dues in the East Buchanan Education Association by the first Monday in December, March, June and September.

E. DEFINITION

1. For the purpose of this Article, the word "dues" does not include the collection of initiation fees, special assignments, back dues, fines or similar items.

F. INDEMNIFICATION

1. The East Buchanan Education Association agrees to indemnify and hold harmless the Board of Education, each individual board member and all administrators against any claims, costs, suits, or other forms of liability and all court costs and attorneys fees arising out of the application of the provisions in the agreement between the parties for dues deduction.

DUES DEDUCTION FORM
EAST BUCHANAN COMMUNITY SCHOOLS
REQUEST FOR PROFESSIONAL DUES DEDUCTION

I request that the Board of Education deduct professional dues of \$ _____
per month from each of my checks from September to August.

Signed _____

Date _____

ARTICLE III

EVALUATION PROCEDURES

A. NOTIFICATION

1. The building principal shall inform all employees of the procedures that will be followed in employee evaluation by no later than ten(10) school days after the beginning of the school year.
2. The administration shall be responsible for the notification and evaluation of all employees.
3. All formal evaluations of an employee shall be conducted with the full knowledge of the employee.

B. FORMAL OBSERVATIONS

All formal observations for evaluation purposes shall:

1. Be made by the principal or a qualified, designated outside consultant or evaluator or by the Superintendent.
2. Be conducted openly with the employee's full knowledge (Eavesdropping and the use of surveillance devices such as public address or audio systems will be strictly prohibited).
3. Be at least thirty (30) minutes in length.
4. Be made on probationary employees only after they have been notified in writing three (3) school days prior to the first formal evaluation observation. A pre-observation conference will be held so that the evaluator is aware of the employee's objectives, methods and materials.
5. Be followed by a conference within one (1) week between the employee and the evaluator. The evaluator shall attempt to help the employees in any areas which might need improvement.

C. FREQUENCY OF EVALUATION OBSERVATIONS

1. All beginning and probationary employees shall be formally evaluated as described in the evaluation document: East Buchanan Community School District Teacher Evaluation System (2/3/2005).
2. Any employee who is denied a salary increment based upon a previous formal evaluation observation shall be formally evaluated at least once per grading cycle during the school year.

3. All career teachers shall be on the Performance Review Cycle once every three (3) years.

D. OTHER EVALUATIONS

1. Nothing in this Article is to be construed as precluding evaluation of employees, written or otherwise, by any other means whatsoever as deemed appropriate by the administration of the school district.

E. WRITTEN EVALUATIONS

1. A copy of any written employee evaluation made by the administration shall be furnished to the respective employee upon request. The administration shall notify any employee affected by this paragraph of the existence of any such written employee evaluations within five (5) school days thereafter.

F. PERSONNEL FILE

1. Any complaint which, in the judgment of the administration, relates to any employee's professional responsibilities and obligations, made by any parent, students or other person, shall promptly be called to the employee's attention and such complaint shall be placed in the file.

2. The signature of an employee on any item in his/her file indicates his/her awareness of the materials and not his/her approval or agreement with it.

3. Any person authorized by the administration or the employee involved who uses the employee's file shall be required to sign their name and date their signature.

4. Any employee presently under contract shall have the right to review the contents of their personnel file.

G. OTHER EVALUATIONS

1. All timelines as they pertain to filing a grievance are hereby waived in regard to challenging past evaluations once adverse action is taken by the East Buchanan Community School District. In the arbitration proceeding, the East Buchanan Community School District has the absolute burden of proof by a preponderance of the evidence to prove the fairness and accuracy of such past evaluations made by the evaluator.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

a. A grievance is a claim by an employee or group of employees within the bargaining unit that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Grievant

a. A "Grievant" is that person or persons who are covered by this agreement. A grievance must be filed by the individual or individuals who are the recipients of the grievance but they may be represented at the grievance procedure by the Association through the M.R. & G chairperson.

b. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar from further appeal.

B. PURPOSE

1. The purpose of this procedure is to attempt to secure, at the lowest possible level and with no interference or interruption of the instructional program and related work activities of the grieving employee or of the teaching staff, equitable solutions to the problems affecting employees which may from time to time arise under the agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

a. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the employee and the administration.

2. Year End Grievance

a. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, would result in irreparable harm to the

aggrieved party, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days thereafter.

3. Level One

a. An attempt shall be made to resolve any alleged grievance in informal, verbal discussion between the grievant and the building principal.

4. Level Two

a. If after the informal discussion with the principal at Level One, the grievance cannot be resolved, the aggrieved person may invoke the formal grievance procedure by filing the grievance in writing with the building principal. The filing of the formal written grievance must be within ten (10) school days of the date of occurrence of the event giving rise to the grievance. The written grievance shall be signed by the grievant and a representative of the East Buchanan Education Association. A copy of the grievance shall be delivered to the appropriate principal. If the grievance involves more than one school building, it shall be filed with both principals. The written grievance shall be dated, state the nature and date giving rise to the grievance, shall note the specific clause or clauses in the contract upon which the grievance is based and shall state the remedy requested.

b. The appropriate principal(s) shall make a decision on the grievance and indicate his disposition of the grievance in writing to the aggrieved person and the Superintendent within eight (8) school days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made at Level Two within the eight (8) school day period, the grievance may be transmitted to Level Three.

5. Level Three

a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved person shall file, within five (5) school days of the principal's written decision at Level Two, or if there has been no written disposition at the second level within ten (10) school days of the presentation of the formal grievance, a copy of the grievance with the Superintendent.

b. The Superintendent shall meet with the aggrieved person within eight (8) school days of receipt of the grievance from the aggrieved person. Within eight (8) school days of the third level grievance

meeting, the Superintendent shall file an answer in writing with the aggrieved person and the appropriate principal.

6. Level Four

a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of arbitration. The East Buchanan Education Association may submit, in writing, a request on behalf of the East Buchanan Education Association and the grieving person to the Superintendent within ten (10) school days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven (7) arbitrators. The parties shall determine by lot which party strikes the first name from the list. The party striking the first name shall make said strike within two (2) school days following determination of which party has the first strike. Each party shall thereafter have one (1) school day to exercise each alternate strike until one name remains. The remaining name shall be the arbitrator.

b. The arbitrator so selected may confer with the representatives of the Board of Education and the East Buchanan Education Association. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact along with his reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board of Education and the East Buchanan Education Association and shall be final and binding on the parties.

c. The arbitrator, in his opinion, shall not amend, modify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the East Buchanan Education Association and his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the Agreement.

d. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the school district and the East Buchanan Education Association. Any other expenses incurred shall be paid by the party incurring them.

e. If the East Buchanan Education Association or any employee uses outside legal counsel to file a claim or complaint in any form other than under the Grievance Procedure of this Agreement, then the school district shall not be required to process the same claim or set of facts through the Grievance Procedure.

D. RIGHTS OF EMPLOYEE TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the Grievance Procedure by himself or, at his option, by a representative of his choosing.

E. MISCELLANEOUS

1. Group Grievance

a. If a grievance affects a group of employees, the East Buchanan Education Association may submit such grievance in writing to the appropriate principal and the processing of such grievance shall be commenced at Level One. The East Buchanan Education Association may process such a grievance through all levels of the Grievance Procedure if an agreement cannot be reached.

2. Meetings and Hearings

a. All meetings and hearings under this procedure shall be conducted in private and shall include witnesses, the aggrieved person(s), and their designated or selected representatives.

ARTICLE V

ASSIGNMENT AND TRANSFER

A. The Movement of an employee to a different assignment, grade level, subject area, or building shall be called a transfer.

B. The Superintendent of Schools shall notify the East Buchanan Education Association president of the list of vacancies which are for the following school year upon knowledge of such vacancies.

C. Employees who desire to change to a different job or building may file a written statement of such desire with the Superintendent of Schools. The statement will include the subject area or building to which the employee desires to be transferred. Such request shall be submitted not later than May 1st.

D. In determining request, only those people who meet the requirements established for the vacant position will be considered. If more than one person has applied, seniority will be used.

E. If no one applies for the vacancy and involuntary transfer is used by the administration and Board of Education, the person being transferred will be notified in writing by the Superintendent of Schools by May 15. If an involuntary transfer is necessary, the transfer will be based on reverse order of seniority, or in the best interest of the school as determined by the administration.

F. If the involuntary transfer method is used, the building principal and Superintendent of Schools will meet with the employee involved prior to the May 15 deadline for assignment and transfer will not apply.

G. If a resignation by a member of the bargaining unit occurs after May 15, and the administration determines that it is of the best interest to the overall program of the school to eliminate that position through staff reduction, the May 15th deadline for assignment and transfer will not apply.

H. In the event of a vacancy in an extra-curricular area, and the opening has been posted in the faculty lounges for a period of ten (10) working days with no application received by the Superintendent of Schools, the position may be filled by appointment from the existing staff members if there are staff members certified. Any such appointment shall not become part of the teacher's evaluation for employment. The appointment shall be for a period until a suitable replacement can be obtained if the appointee does not wish to retain the assignment. The above seniority principle does not apply if no existing staff member is certified in a given extra-curricular activity vacancy.

ARTICLE VI

REDUCTION OF EMPLOYEES

A. LAYOFF SEQUENCE

In the event the Board of Education determines that staff must be reduced, the following sequential procedures shall determine those contracts of employees to be terminated first.

1. Attrition (normal turnover due to retirement, resignation, transfer, etc.)
2. Employees on probation.
3. Employees with emergency and/or temporary certification, unless needed to maintain an existing program.
4. Employees with less than a full time contract. Any certified staff member who is staff reduced under this clause shall have the right to bump any full time person with less seniority in that same grade, curricular, or subject area. Any classified staff member who is staff reduced under this clause shall have the right to bump only across or down within their own category as shown in the divisions of the salary schedule within this document. In all instances the person bumping shall be required to assume the full time position. Following the acceptance of the full time position, the person bumping may mutually agree with the administration to reduce the full time position to part time.
 - a. If an assignment is eliminated, the affected employee shall have the opportunity to apply for any position in the area he or she has been employed in the East Buchanan Community School District.
 - b. If an assignment is eliminated, the affected employee shall have the opportunity to apply for any position in the East Buchanan Community School District for which he or she is qualified, but has not been employed should such a vacancy occur.
 - c. For the classified employees, the various divisions of the salary schedule shall be used as the categories for staff reduction, however an employee who has been staff reduced may only bump across or down in these categories, not up.
5. The seniority principle shall apply system-wide unless needed to maintain an existing program.
6. The seniority principle shall be defined as the total number of years of experience in a work area as referenced in Article XXII – C – (1-3) and

shall begin with the first day of employment. The following schedule shall be used to determine the amount of seniority accumulated each working year.

- a. Nine month employee:
 - 1) 0-45 days per year – $\frac{1}{4}$ year seniority;
 - 2) 46-90 days per year – $\frac{1}{2}$ year seniority;
 - 3) 91-135 days per year – $\frac{3}{4}$ year seniority;
 - 4) 136-180 or more days per year – 1 year seniority
- b. Twelve month employees:
 - 1) 0-65 days per year – $\frac{1}{4}$ year seniority;
 - 2) 66-130 days per year – $\frac{1}{2}$ year seniority;
 - 3) 131-195 days per year – $\frac{3}{4}$ year seniority;
 - 4) 196-260 days per year – 1 year seniority.
- c. No more than one year of seniority may be accumulated in a contract year.

7. The seniority principle for certified staff shall be defined as the total number of years of teaching experience at the level or curriculum areas where the reduction is needed. Up to a maximum of seven (7) years of credit of teaching in the same level or curriculum outside the East Buchanan Community School District shall be allowed. The seniority principal for classified staff shall be defined as the total number of years of service to the District.

8. In case of equal seniority with the certified staff, degree level shall be considered, ie, B.A. degree + 15 hours, etc. if the hours beyond the degree are in the teaching field in which the employee is teaching.

9. Upon recommendation of the administrative team through the use of the employee evaluation policy, the Board of Education reserves the right to deviate from the above procedure when it is their belief that the quality of education at the East Buchanan Community School District will suffer impairment by following the basic seniority principle. Any employee terminated pursuant to this paragraph shall not be accorded the recall rights provided for by this Article.

B. NOTIFICATION

1. The administration shall provide written notification to the East Buchanan Education Association and to potential personnel for reduction, including specific written reasons for reduction of staff and reasons for the particular choice of personnel and will do so in compliance with the dates established in Code of Iowa.

C. RECALL RIGHTS

1. Any employee laid off under this policy shall have recall rights to any position for which they are certified to teach for a period of two (2) years from the effective date of his or her termination. Only individuals not employed by another school district will be notified of these openings. An employee employed by another school district will use the normal method for making teacher application for the East Buchanan Community School District.

D. BENEFITS

1. Experience credit will accrue between termination pursuant to this policy and reemployment up to a maximum of seven (7) years provided the individual concerned is engaged in full time employment in a state accredited school, or at the same level of termination if the experience exceeds seven (7) years. Fringe benefits will not accrue between termination pursuant to this policy and reemployment. Sick leave accrued prior to staff reduction will be maintained.

ARTICLE VII

PERSONAL ILLNESS AND INJURY

A. Personnel shall be granted leave of absence for personal illness or injury (including pregnancy related illness) with full pay at a rate as follows:

1 st year	10 days
2 nd year	11 days
3 rd year	12 days
4 th year	13 days
5 th year	14 days
6 th year	15 days
Each additional year	15 days

B. An employee may accumulate up to one hundred twenty five (125) sick days which would include the maximum of one hundred ten (110) days plus the fifteen (15) days allowable for the current school year.

C. Accumulated leave shall apply only to consecutive years of service unless a leave of absence is granted.

D. The appropriate number of days becomes available to the employee at the beginning of each contract year after the employee actually begins work for the contracted year.

ARTICLE VIII

IMMEDIATE FAMILY ILLNESS AND INJURY

A. Deductions shall not be made from an employee's salary for absence caused by illness or injury in the employee's immediate family, which requires their presence until such absence exceeds five (5) school days in any one year. Days may be accumulated to seven (7) if any of the five (5) are not used. No partial days may be accumulated.

B. If an extended illness or injury of the employee's immediate family may occur, the employee may use up to twenty (20) of their personal illness or injury days toward said immediate family illness. For each day used, two (2) personal illness or injury days will be deducted up to the maximum of twenty (20) personal illness or injury days.

C. The immediate family is taken to mean father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

ARTICLE IX

FUNERALS

A. In the event of a death in the immediate family, personnel shall not have deductions made from their salaries until such absence exceeds six (6) school days for each death; provided such absence shall immediately follow or precede the death or be during the time thereof.

B. Immediate family is taken to mean father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

C. Two (2) additional days shall be allowed for the attendance at a funeral of a relative other than listed above, or the funeral of a very close friend.

D. If an extended bereavement is needed the employee may use up to ten (10) of their personal illness or injury days toward said bereavement. For each day used, two (2) personal illness and injury days will be deducted up to the maximum of ten (10) personal illness and injury days.

ARTICLE X

PERSONAL BUSINESS

A. Two (2) days of personal leave per year may be used for personal business with the approval of the administration. The administration shall be notified at least five (5) school days in advance. One (1) day of personal leave per year may be used for emergency leave purposes. If an employee is unable to comply with the notification provisions set forth in the Article prior to taking an emergency leave day, the administration may require the employee to provide written reasons for taking said leave. In no event will an employee be allowed to take emergency leave without first notifying the administration.

B. Days may be accumulated up to four (4). No partial days may be accumulated.

C. Three (3) days of personal leave per year will be allowed for employees who are employed on a twelve month contract.

D. Personal leave will be used before an employee may use a deduct in pay.

ARTICLE XI

JURY DUTY

A. In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee shall suffer a loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid. Upon release from jury duty, the employee shall report in to his or her supervisor.

ARTICLE XII

ABSENCE WITHOUT PAY

A. Absence without pay may be authorized by the school administration for purposes which they consider urgent and necessary. For such absences, deductions from the employee's salary will be made in accordance with the school district's pay deduction regulations.

B. The employee shall make application for authorization at least ten (10) days in advance of the occurrence, or if advance application is not possible, not later than the day after the occurrence. Length of service, previous record of absence other than for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.

C. Involuntary absence not heretofore provided for may be excused by the building principal. The employee shall make application to the building principal immediately for excuse for such absence, and deductions in salary shall be made unless such deduction is specifically waived by the building principal.

D. Absences other than those provided for herein or failure to follow the foregoing provision may be deemed to be neglective and may be sufficient grounds for discipline.

E. Under no circumstances shall an employee employ his or her own substitute and contract with that substitute for payment of the substitute's salary.

ARTICLE XIII

MILITARY SERVICE

A. District will follow Code of Iowa 29A.28 – Leave of absence of civil employees.

ARTICLE XIV

EXTENDED LEAVES

A. MATERNITY LEAVE

1. In accordance with board policy #403.11 – Family and Medical Leave.

B. OUTSIDE TEACHING

1. A leave of absence without pay shall be granted to an employee who joins VISTA, or National Teacher Corps or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same fringe benefits he/she would have accrued had such a leave not been taken.

ARTICLE XV

SUBSTITUTES

A. The use of regular employees as substitutes is discouraged. However, all employees may be requested to substitute during their free period(s) for an employee who is absent. In such cases, the substitute teacher may be paid \$5.00 per unit of instruction, but not to exceed four (4) units per day when they are already drawing a full day's pay for their regular assignment. For purposes of this paragraph, the length of a unit shall be twenty-seven (27) minutes. Employees will be responsible for filing their own substitute forms with the building principal's secretary.

ARTICLE XVI

PROFESSIONAL ORGANIZATIONS

A. One important stimulus to professional interest and growth on the part of school personnel are the professional organizations of the national, state, and local levels with their meetings, publications and mutual exchange of information.

B. Employees who desire to attend any such meetings which require absence from school may do so only after they receive authorization by the school administration. In any such cases where authorization is granted, the substitute will be employed by the Board of Education. Individual members of staff are encouraged to participate in such activities.

ARTICLE XVII

CLASSIFIED EMPLOYEE VACATIONS AND HOLIDAYS

A. Full time regular classified employees who have served a full year (12 months) are entitled to two (2) weeks vacation with pay. At the completion of ten (10) years, the following schedule will go into effect.

11 years.....	11 days
12 years.....	12 days
13 years.....	13 days
14 years.....	14 days
15 years.....	15 days

B. Unused vacation time may be saved from one year to the next and except in cases of emergency, classified employees may not be employed for extra wage during the vacation time.

C. The classified employee shall have the time of his/her vacation approved by the Superintendent of Schools.

D. Holiday schedule for classified staff.

1. All classified employees will receive holiday pay regardless of the number of hours they are employed. All holiday pay will be calculated by dividing the number of hours worked per week by five days.

The following is a list of the seven holidays:

Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day

2. Each classified employee must be scheduled to work the regular work day before the holiday and the first regular work day following the holiday to be eligible for holiday pay.

3. Any classified employee requesting a leave of absence prior to or following a holiday shall use the following procedure.

a. If only personal days are used regular holiday pay will be received and

b. If more days are used than personal days, the personal days shall be taken first followed by the period of absence without pay and no holiday pay will be received.

ARTICLE XVIII

INSURANCE

A. Group health, dental, income protection, and life insurance will be made available for employees who are employed for twenty (20) hours or more per week. It is noted that the district will always provide eligible employees the aforementioned coverage (described in section B) as agreed upon by the District and the Association.

B. The employee will pay the first dollar (\$1.00) per year. The District will provide all eligible employees with a stipend of \$7,200 each fiscal year toward the purchase of single or family health insurance. Group health insurance plans offered will be selected annually by mutual agreement of the District and the Association. Health insurance shall include hospital, surgical, physician visits, diagnostic x-rays, laboratory, supplementary accident, major medical, and pregnancy coverage. If the District contribution exceeds the insurance cost the remaining sum may be paid to the employee as a contribution to an employee designated, District approved, tax sheltered annuity.

1. The Board of Education agrees to provide (or make available) all eligible employees (who elect to be insured) with a dental insurance program. The Board also agrees to provide single monthly premium for those who elect to take dental coverage.

2. Long-term disability coverage as per the schedule of benefits provided during the current school year shall be made available for each employee.

3. Life and accidental death and dismemberment insurance in the amount of \$25,000 per certified employee, \$20,000 per classified employee, \$1,000 per spouse of employees and \$500 per child of employees who are between the ages of fourteen (14) days and nineteen (19) years shall be made available for each employee.

C. Any employee opting to not receive health insurance benefits may take part in a tax shelter annuity program. Said employees will receive a dollar figure equal to \$300 per month paid as a contribution to an employee designated, District approved, tax sheltered annuity. The employee may still participate in the Long Term Disability, life insurance, and dental insurance programs with the premiums being paid by the Board of Education.

D. Coverage shall be for the duration of employment. New employees shall be covered, if application is made timely, on the 1st of the month following or coinciding with their date of employment.

1. The date for coverage shall be from September 1st through August 31st with new employees becoming eligible on September 1st. If they wait over thirty (30) days, they must show evidence of insurability.

2. Any employee who has been granted leave of absence under Section A of Article XIV, Maternity Leave, may continue to have medical and/or dental coverage by continuing personal payment of premiums. The duration of this leave of absence will be limited to a one (1) year period. When any employee is granted a non-paid leave of absence under any other condition, his or her participation in the group medical and/or dental coverage shall be subject to the carrier's acceptance.

E. At the conclusion of the Board of Education contributions insurance benefits may be continued, at the employee's own expense, subject to the conditions and regulations of the carrier.

F. All terms and conditions of the insurance plan selected by the employee, including eligibility for coverage, continuation, and coverage period, shall be as stated in the insurance contract provided by the carrier.

ARTICLE XIX

HOURS OF WORK

A. Employees shall be provided with at least one (1) thirty (30) minute break each day.

B. Employees shall be provided with a twenty (20) minute duty free lunch period each day.

ARTICLE XX

SALARY SCHEDULE

A. New employees entering the school system will receive full credit for up to seven (7) years of experience in other school systems.

B. Employees with a B.A. degree or above will show evidence of the completion of six (6) semester hours of training every five (5) years in order to qualify for their annual increment. These hours must be in the teaching field, subject to administrative approval.

C. Employees with or holding permanent professional certificates may meet the above requirements by attending workshops and special conferences as designated by the Superintendent of Schools or the Board of Education.

D. The Board of Education may waive the above qualifications under special circumstances.

E. For advancement in salary schedule classification, a transcript of credits earned must be presented to the Superintendent of Schools by September 15 of the school year in which advance is to become effective.

F. Extra hours earned beyond the B.A. Degree must be acceptable college credits. In order for employees to move horizontally in each lane, the ten (10) hours must be seven (7) hours of graduate study and three (3) hours of undergraduate study. All hours must be in the teaching field unless they are general courses for all graduate programs. Clinics may be used if they are for graduate credit and may be applicable towards a Masters Degree in the teaching area. All staff members are grandfathered to their present lane position but must comply with this clause beginning with July 1, 1988. In order for the employee to receive M.A. pay scale, the M.A. must be in the area now taught by the employee.

G. Teachers may receive up to \$350.00 per school year for advancement on the salary schedule for their course work at an accredited four-year college or university. Course work must be in the academic area that the employee is currently teaching in and lead to a Master's degree. This course work must be approved in advance by the Superintendent on forms provided by the District. Reimbursement will be made after submittal of proof of successful completion of course work.

H. Employees may be paid above schedule under certain conditions at the discretion of the Board of Directors.

I. Contracts issued to employees already in the system shall be signed and returned to the Superintendent of Schools at a date designated by the Board of Education.

J. Employees shall assume an active and aggressive responsibility for school-sponsored and school-supervised activities outside the school to which they have been assigned.

K. Automatic increments in the salary schedule may be withheld by action of the Board of Education when the service of any employee falls below standard or is unsatisfactory.

L. All Phase II monies in excess of the 1991-92 school year will be divided equally between all staff members rather than becoming part of the salary schedule.

M. All coaches and activity sponsors will be given credit for steps in similar activities or the same activity at a different level.

EAST BUCHANAN CSD - SALARY SCHEDULE - 2011-2012

Generator Base = \$26,370.00

TSS = \$200,198

*Phase II = \$40,419

STEP NO.	BA DEGREE	BA+10 HOURS	BA+20 HOURS	BA+30 HOURS	MA DEGREE	MA+10 HOURS	MA+20 HOURS	MA+30 HOURS
5-A	\$34,607	\$35,200	\$35,794	\$36,387	\$37,739	\$38,266	\$38,793	\$39,321
6-B	\$35,497	\$36,090	\$36,684	\$37,277	\$38,662	\$39,189	\$39,716	\$40,244
7-C	\$36,387	\$36,980	\$37,574	\$38,167	\$39,584	\$40,112	\$40,639	\$41,167
8-D	\$37,277	\$37,870	\$38,464	\$39,057	\$40,507	\$41,035	\$41,562	\$42,090
9-E	\$38,200	\$38,793	\$39,387	\$39,980	\$41,430	\$41,958	\$42,485	\$43,013
10-F	\$39,123	\$39,716	\$40,310	\$40,903	\$42,353	\$42,881	\$43,408	\$43,936
11-G	\$40,046	\$40,639	\$41,233	\$41,826	\$43,276	\$43,804	\$44,331	\$44,858
12-H	\$40,969	\$41,562	\$42,156	\$42,749	\$44,199	\$44,727	\$45,254	\$45,781
13-I	\$41,892	\$42,485	\$43,079	\$43,672	\$45,122	\$45,650	\$46,177	\$46,704
14-J	\$42,815	\$43,408	\$44,001	\$44,595	\$46,045	\$46,573	\$47,100	\$47,627
15-K	\$43,342	\$43,936	\$44,529	\$45,122	\$46,968	\$47,495	\$48,023	\$48,550
16-L	\$43,870	\$44,463	\$45,056	\$45,650	\$47,891	\$48,418	\$48,946	\$49,473
17-M	\$44,397	\$44,990	\$45,584	\$46,177	\$48,418	\$49,341	\$50,264	\$51,187
18-N	\$44,924	\$45,518	\$46,111	\$46,704	\$48,946	\$49,869	\$50,792	\$51,715
19-O	\$45,452	\$46,045	\$46,638	\$47,232	\$49,473	\$50,396	\$51,319	\$52,242
20-P	\$45,979	\$46,573	\$47,166	\$47,759	\$50,001	\$50,924	\$51,847	\$52,769
21-Q		\$47,100	\$47,693	\$48,287	\$50,528	\$51,451	\$52,374	\$53,297
22-R		\$47,627	\$48,221	\$48,814	\$51,055	\$51,978	\$52,901	\$53,824
23-S		\$48,155	\$48,748	\$49,341	\$51,583	\$52,506	\$53,429	\$54,352
24-T		\$48,682	\$49,275	\$49,869	\$52,110	\$53,033	\$53,956	\$54,879
25-U		\$49,210	\$49,803	\$50,396	\$52,638	\$53,561	\$54,484	\$55,406
26-V		\$49,737	\$50,330	\$50,924	\$53,165	\$54,088	\$55,011	\$55,934
27-W		\$50,264	\$50,858	\$51,451	\$53,692	\$54,615	\$55,538	\$56,461
28-X		\$50,792	\$51,385	\$51,978	\$54,220	\$55,143	\$56,066	\$56,989
29-Y		\$51,319	\$51,912	\$52,506	\$54,747	\$55,670	\$56,593	\$57,516
30-Z		\$51,847	\$52,440	\$53,033	\$55,275	\$56,198	\$57,121	\$58,043

31-AA		\$52,374	\$52,967	\$53,561	\$55,802	\$56,725	
32-BB	<i>Employees in this Area Hired Prior to the 1990-1991 School Year Will Remain on this Schedule Until Retirement</i>	\$52,901	\$53,495	\$54,088	\$56,329	\$57,252	
33-CC		\$53,429	\$54,023	\$54,615	\$56,857	\$57,780	
34-DD		\$53,956	\$54,549	\$55,143	\$57,384	\$58,307	
35-EE		\$54,484	\$55,077	\$55,670	\$57,912	\$58,835	
36-FF		\$55,011	\$55,604	\$56,198	\$58,439	\$59,362	
37-GG		\$55,538	\$56,132	\$56,725	\$58,966	\$59,889	
38-HH		\$56,066	\$56,659	\$57,252	\$59,494	\$60,417	
39-II		\$56,593	\$57,186	\$57,780	\$60,021	\$60,944	
40-JJ	\$57,121	\$57,714	\$58,307	\$60,549	\$61,472		

EAST BUCHANAN COMMUNITY SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

2011-2012

All percentages on the adustment schedule are figured on the base salary of:	\$26,370
Junior Class Sponsor	\$100
Pep Bus Sponsor (per event)	\$15
VCR Crew (one event per night)	\$10
VCR Crew (two events per night)	\$18
Girls' Basketball Chaperone	\$200
Academic Decathlon Sponsor	\$250
Elementary Supervision at Concerts (Per Concert)	\$15
Drivers Education	\$195/Student
Student Council Sponsor	\$100

SUPPLEMENTAL SALARY SCHEDULE

<u>Step</u>	<u>Column 1 5 Percent</u>	<u>Column 2 6 Percent</u>	<u>Column 3 8 Percent</u>	<u>Column 4 10 Percent</u>	<u>Column 5 10 Percent</u>	<u>Column 6 12 Percent</u>	<u>Column 7 17 Percent</u>
1	1,319	1,582	2,110	2,637	2,637	3,164	4,483
2	1,450	1,714	2,241	2,769	2,769	3,296	4,615
3	1,582	1,846	2,373	2,901	2,901	3,428	4,747
4	1,714	1,978	2,505	3,033	3,033	3,560	4,878
5	1,846	2,110	2,637	3,164	3,164	3,692	5,010
6			2,769	3,296	3,296	3,824	5,142
7			2,901	3,428	3,428	3,956	5,274
8						4,087	
9						4,219	
10						4,351	

- Column 1 Coaching: MS Volleyball, MS Track, MS Wrestling, School Play, Newspaper, MS Baseball, MS Softball,
- Column 2 Coaching: MS Football, MS Basketball, Ass't Volleyball, Ass't Baseball, Ass't Softball, Ass't Track, Yearbook Sponsor, Speech
- Column 3 Coaching: Ass't Football, Ass't Basketball, Ass't Wrestling, Cheerleading
- Column 4 Coaching: Instrumental Music, Musical Director, HS Track, HS Golf, Cross Country (7-12)
- Column 5 Coaching: School Improvement Director
- Column 6 Coaching: HS Football, HS Basketball, HS Wrestling, HS Volleyball, HS Baseball, HS Softball
- Column 7 Coaching: Athletic Director

- Yearbook Sponsor with class - 4%
- Newspaper Sponsor with class - 4%
- Assistant Middle School Sports - 5%
- Secondary Vocal Music Concert - 5%
- Elementary Vocal Music Concert - 2%

Any coach assuming the duties of assistant coach of a given sport in addition to the regular head position will receive all of the assistant coach's pay per above schedule.

* A concert is a performance in school that is at least one hour in length. Contests shall not be included in extra pay.

ARTICLE XXII

SENIORITY

A. The East Buchanan Community School District shall develop a seniority list of all members of the bargaining unit.

B. The term "probationary employee" in this Article shall be all employees in the bargaining unit with less than two (2) year's consecutive school years of employment. At the end of the two (2) year period, if the work of the employee is satisfactory, the employee shall have the probationary status terminated. No matter concerning staff reduction of a probationary employee shall be subject to the grievance procedure.

C. "Seniority" shall be defined for the purpose of this agreement within the following grade, curricular, subject area, or classification area:

1. Elementary classroom teachers, grades K through 6.
2. In grades 7 through 12, the following curricular or subject areas shall be applied:
 - a. Art
 - b. Audio-visual – Media
 - c. Business Education
 - d. English
 - e. Foreign Language
 - f. Guidance
 - g. Home Economics
 - h. Industrial Arts
 - i. Library Science
 - j. Mathematics
 - k. Music
 - l. Nurse
 - m. Physical Education
 - n. Remedial Programs
 - o. Safety and Driver Education
 - p. Science
 - q. Social Studies
 - r. Speech
3. For the classified employees the following list of categories shall be used for developing seniority:
 - a. Custodians
 - b. Hot Lunch Personnel
 - c. Secretaries

- d. Educational Associates
- e. Clerical Associates

D. A probationary employee shall have no seniority until the employee has completed the probationary period, and at that time, the employee shall acquire seniority from the date the employee commenced work. The one year of service will count towards credit in relation to staff reduction.

E. A probationary employee who is terminated during probation for reasons of staff reduction and then rehired in the subsequent school year will acquire seniority under this paragraph as if the termination had not occurred.

F. The seniority list for certified shall include the teacher's name and the last four digits of their social security number, date of hire, and years of service in the bargaining unit in the East Buchanan Community School District, and up to seven years outside the District.

1. The seniority list for classified shall include the employee's name and last four digits of their social security number, date of hire, and years of service in the bargaining unit in the East Buchanan Community School District

G. The seniority list shall be updated and revised prior to March 1 of each year. A copy of the list shall be given to the President and M.R. & G. chairperson of the East Buchanan Education Association who will in turn post them in a satisfactory place. Employees shall have ten (10) days to raise objections to their seniority rating. The objection shall be brought to the attention of the Superintendent of Schools who shall rule on the objection.

H. Employees with the same hiring date shall be placed on the seniority list in order of the last four digits of their social security number with the highest four digits receiving the highest ranking. Probationary employees will be listed in a separate category.

ARTICLE XXIII

STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM

A. If the District participates in the Student Achievement and Teacher Quality Program (SF 476) the following distribution method will be used:

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

2. In the event the state of Iowa increases, decreases, cuts or adjusts TSS funds per pupil amount, the distribution will be adjusted accordingly. The method for the redistribution of funds will be subject to negotiations specified in section 20.9.

ARTICLE XXIV

DURATION

A. Printing Agreement

Copies of this agreement shall be printed at the equal expense of the Board of Education and The East Buchanan Education Association after agreement on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board of Education and the Board of Education shall provide the association with the necessary additional copies as they request.

B. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board of Education at Winthrop, Iowa 50682
2. If by Board of Education, to Association at Winthrop, Iowa 50682

C. Duration Period

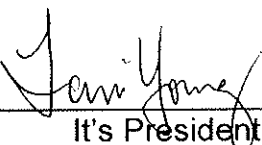
This is a two year agreement. This agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2013. Ninety-nine thousand five hundred (\$99,500) is the agreed upon amount for year two.

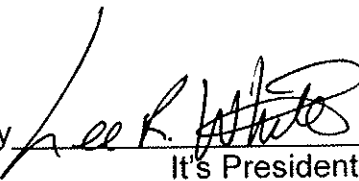
D. Signature Clause

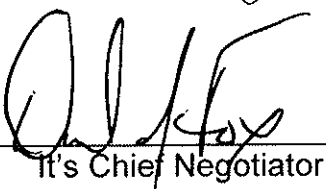
In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 8th day of June, 2011.

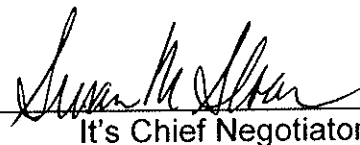
East Buchanan Community School
Board of Education

East Buchanan Community School
Education Association

By 
It's President

By 
It's President

By 
It's Chief Negotiator

By 
It's Chief Negotiator

