

**MASTER  
AGREEMENT**

**BETWEEN THE**

**WAPSI E VALLEY  
EDUCATI ON ASSOCIATI ON**

**AND THE**

**WAPSI E VALLEY COMMUNITY  
SCHOOL DI STRI CT**

**2009-2010**

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**ARTICLE I  
PREAMBLE**

The Board of Education and the Association recognize and declare that providing a quality education for the students of the Wapsie Valley Community School District is their mutual desire.

As a result, both parties have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

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**ARTICLE II  
RECOGNITION**

A. Unit

The Board recognizes the Wapsie Valley Education Association (WVEA), an affiliate of the Iowa State Association and the National Education Association, as the certified exclusive and sole representative of all full-time and regular part-time contracted certificated personnel employed but excluding the Superintendent of schools, building principals, and other employees excluded by Section 4 of the Public Employment Relations Act of 1975 (Senate File 531.)

The unit described in the above certification is No. 735 issued by PERB on June 8, 1976 and includes personnel as follows:

Included: All full-time and regular part-time professional employees, including, but not limited to: classroom teachers, guidance counselors, librarians, and school nurses.

Excluded: Superintendent, principals, vice-principals, non-professional personnel and all those excluded under Section 4 of the Act.

B. Definitions

1. The term "Board," as used in this Agreement shall mean the Board of Education of the Wapsie Valley School District of 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 terms "Association," as used in this Agreement, shall mean the Wapsie Valley Education Association or its duly authorized representatives agents.

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**ARTICLE III  
GRIEVANCE PROCEDURE**

A. Definitions

Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation of this Agreement.

B. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance must be filed within five (5) school days of the alleged violation of contract.

2. Year-End Grievance

In the event a grievance is filed at such 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 could result in irreparable harm to a party in interest, 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 ten (10) days hereafter.

3. Informal Discussion with Principal or Immediate Supervisor

An employee with a potential grievance may first discuss the problem with his/her principal or immediate supervisor, either directly or with the Association's designated representative, with the objective of resolving the matter at the lowest possible level. An employee shall be free to adjust individual complaints without Association representation.

Representation

The Association shall provide the Superintendent in writing, the names of one (1) representative from each attendance center.

4. Level One - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure within three (3) school days of the informal meetings through the Association on the form set forth in Schedule C. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish copies thereof to the Association and the Superintendent.

If the aggrieved person or Association is not satisfied with the disposition of the grievance or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to level two.

5. Level Two - Superintendent

The Superintendent or his/her designee shall meet with aggrieved person and the Association within five (5) school days of receipt of the grievance, which must be filed within three (3) school days of receipt of level one response. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. Level Three - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person may go to arbitration. The procedure for arbitration will be:

1. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.
2. The Board and the Association will strive to agree on an impartial arbitrator by mutual consent.
3. If an arbitrator cannot be agreed upon, a list of three (3) arbitrators shall be obtained from the Public Employment Relations Board. By lot it shall be determined who will have the choice to remove the first (1st) name from the list within two (2) school days, the other party will have one (1) additional day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator. The decision of the arbitrator will be binding on both parties.
4. The cost of an arbitrator will be shared equally by the Board and the Association, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room.

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**ARTICLE IV  
DUES DEDUCTION**

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing payroll deduction of professional dues. The

form shall be issued by the Superintendent at the beginning of each year and must be returned no later than September 1st.

B. Regular Deduction

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

C. Pro-Rated Deduction

Employees employed after September may have the total dues pro-rated on the basis of the remaining months of employment through June.

D. Termination

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

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

F. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board Secretary shall deduct from the salary of any employee and make appropriate monthly remittance for annuities, credit union(s), savings bonds, insurances, or any other legal plans or programs jointly approved by the Association or Board.

G. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board employees, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all said deduction(s).

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**ARTICLE V  
SICK LEAVE**

A. Accumulative Benefits

1. Wapsie Valley School employees are granted leave of absence for personal illness or injury with full pay in the following amounts:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and subsequent years	15 days of employment

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to at least a total of one hundred twenty (120) days. Illnesses extending beyond five (5) days requires a statement from the doctor to be presented to the Superintendent no later than the seventh (7th) day indicating inability to return to work.

2. Unused sick leave reward

Any certified employee who leaves the District shall be entitled to a payment of twenty dollars (\$20.00) for each accumulated sick day.

B. Notification of Accumulation

Employees sign the sick leave record at the end of the school year.

C. Job Related Illness of Injury

As per state law.

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**ARTICLE VI  
TEMPORARY LEAVES OF ABSENCE**

**A. Paid Leaves**

As of the beginning of each school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.

**1. Funeral**

Up to five (5) days of leave shall be granted with pay at any one (1) time in the event of death of an employee's spouse, child, mother, father, mother-in-law, father-in-law, or other member of the immediate household. These days allowed must begin no later than the third (3rd) day after death and be completed within nine (9) calendar days.\* Employees shall be granted up to three (3) days in the event of a brother, sister, son-in-law, daughter-in-law, sister/brother-in-law, or grandparents outside the employee's immediate family as defined above. These days must begin no later than the third (3rd) day after death and be completed within five (5) calendar days. Up to one (1) day's leave shall be granted for a niece or nephew or relative of the second (2nd) degree or a close friend to attend funeral.

\*Any unused portion of the five (5) bereavement days within the current school year may be used for the death related business of that event.

**2. Personal Days**

At the beginning of every school year each employee shall be credited with two (2) personal days which may be taken without giving written or oral explanation to school. Application of leave must be given in writing to his/her building principal at least three (3) working days prior to leave day except in case of an emergency. Neither day may be used to extend a holiday or vacation or can be used on an inservice day except in extenuating circumstances as determined by the superintendent. The use of these days shall be acknowledged unless the total number of absentees would adversely affect building operation.

**3. Association**

Four (4) days shall be granted for representatives of the Association to attend the delegate assembly. Additional day may be granted for pursuing legislation beneficial to the school.

**4. Professional**

Employees desiring professional leave during the current contract year shall submit in writing to the building principal at least ten (10) working days in advance of the scheduled event. The building principal shall give his written reply no later than five (5) working days in advance of the scheduled event. Professional leave days shall be used for the development of the teacher in his/her direct teaching areas. Professional days can be used for the purpose of:

(a) Visitation to view other instructional techniques or programs.

(b) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations. The board agrees to provide, upon application by the employee and approval by the Superintendent, the appropriate expense allowance for employees who have been granted professional leave. Travel, meals, lodging, and registration fees shall be considered appropriate expenses. If a school district vehicle is not available, the employee will be reimbursed at the IRS limit for mileage per mile as set in January of the current year with payable miles, twenty dollars (\$20.00) per day for meals, eighty-five dollars (\$85.00) per day for lodging, and one hundred twenty dollars (\$120.00) for registration fees.

**5. Family Illness & Emergency**

Any employee shall be granted up to five (5) days per year for Emergency/Family leave. This leave can be used for an employee's immediate family's illness (spouse, child or parent), a serious illness for the employee's extended family that includes hospital or long term care (all other relations of blood or marriage that are not currently living in the employee's household, or other conditions beyond his/her control.

**B. Unpaid Leave**

Other temporary leaves of absence without pay shall be granted in writing by the Superintendent for good reason.

C. Extended Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, may be granted a leave of absence without pay for the remainder of the school year.

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**ARTICLE VII  
INSURANCE**

The Board agrees to provide full-time employees the following paid insurance protection.

A. Health

The District agrees to provide full-time employees with a single health and major medical plan. \$80.00 per month beyond the scheduled salary is allowed for the employee to authorize payment for dependent insurance. Any amount not used will be added to salary.

B. Dental Insurance

The District agrees to provide full-time employees with a single dental insurance policy.

C. Life

The District will provide fifteen thousand dollars (\$15,000.00) of term life insurance for each full-time employee.

D. Long Term Disability

The District will provide a sixty percent (60%) long term disability policy.

E. Workman's Compensation

1. Coverage as provided by Iowa law.

F. The District shall provide Alliance Select 10/1/91 or comparable insurance coverage for its employees. However, the District shall have the right to procure the insurance carrier.

G. Employees less than full-time will not be provided any benefits under this article. Full-time for insurance purposes must be 30 hours or more.

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**ARTICLE VIII  
EMPLOYEE HOURS**

A. Workday

1. Length of the Day

The normal working day for all employees shall be designated as 8 a.m. to 4 p.m.

2. Dismissal Time

On Fridays or on days preceding holidays or vacations, the employee's day shall end after busses have departed. (Jr./Sr. High School teachers must wait 15 minutes after close of pupils' day.)

3. At no time may employees depart before duties are completed and pupils under their care have gone.

B. Lunch Periods

1. Grade Level and Other

Principals shall attempt to provide a 20 minute duty-free lunch period for all employees.

2. Leaving the Building

Employees may leave the building with permission during their scheduled duty-free lunch periods and during their preparation time to handle personal business as expeditiously as possible.

C. Meetings

1. Faculty and Other

Employees may be required to report before and after the regular workday, without additional compensation, for the purpose of attending occasional faculty or other professional meetings.

2. Notice and Agenda

The notice of an agenda for meetings extending beyond the school day should be given to the employees involved at least one (1) day prior to meetings except in an emergency. Employees usually have the opportunity to suggest items for the agenda.

- D. The district will make a good faith effort to provide every teacher an average of one classroom period of duty free preparation time during the student day.

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**ARTICLE IX  
REDUCTION OR REALIGNMENT OF STAFF**

- A. The Board, in making a reduction, shall follow the procedures specified within each category.

- B. The areas and categories are:

**Elementary (K-6)**

1. Regular Classroom Teacher
2. Special Education
3. Title I Reading
4. Elementary Guidance Counselor
5. Title I Mathematics

**Secondary (7-12)**

1. Special Education
2. Guidance Counselor
3. Language Arts
4. Social Studies
5. Mathematics
6. Science
7. Foreign Language
8. Family Consumer Science
9. Industrial Technology
10. Business Education
11. Vocational Agriculture
12. Title I Reading
13. Title I Math

**K-12**

1. Physical Education
2. Art
3. Nurse
4. Vocal Music
5. Instrumental Music
6. Media
7. Talented and Gifted

- C. The order of reduction within each category shall be pursuant to the procedures specified below:
- Step 1. Normal attrition resulting from employee's retiring, resigning, or voluntary reduction will be relied upon to the extent it is administratively feasible.
  - Step 2. Staff members with emergency and/or temporary certification shall be reduced next, unless needed to maintain a program.
  - Step 3. Employees within their first (1<sup>st</sup>) year of service in the District will be reduced next, unless needed to maintain a program.
  - Step 4. The remaining employees to be reduced will be determined by seniority within the categories, unless needed to maintain a program.

Seniority shall be defined as an employee's length of full-time continuous service with the District since the employee's last date of hire. Years of part-time service shall be calculated on a pro-rata basis as they relate to full-time. In the case of an involuntary transfer to a position in another category, the employee will retain his/her years of continuous service with the District under the category the employee served under. The employee will not carry years of service into the new category.

- D. In the event that more than one employee has the same seniority the following criteria may be used in the determination of reduction within the subject categories: Relative skill, ability, and competence of available certified teachers to do the available work as determined by formal evaluation procedures.
- E. When the number of employees to be reduced has been determined by the Board, it will notify the employee(s) and the Association in the writing, stating the reasons for such reduction.
- F. Recall:
1. Employees shall have recall rights in inverse order of reduction for twelve (12) months, to any position which becomes available within the category from which the employee was laid off. If twelve (12) months has elapsed since the employee's layoff, they shall have no recall rights.
  2. Laid-off employees shall advise the Superintendent of their current address and other employment during layoff. If an employee fails to notify the Superintendent of their address, any recall rights shall terminate.

3. A recalled employee shall maintain all unused accumulated sick leave benefits, and shall be placed on the salary schedule pursuant Article XVI of this Agreement. Employees who are laid off and subject to recall shall not accrue sick leave benefits or experience on the salary schedule.
4. Employees temporarily hired to fill a vacancy created by the awarding of a leave of absence, or to fill a vacancy arising after September 1<sup>st</sup> of the contract year, shall not be eligible for the recall rights established in this Article.

G. An employee shall be notified of recall in writing, specifying the vacancy and the date of recall. Any and all recall rights shall terminate unless within seven (7) calendar days after the employee received notice of re-employment, the employee shall advise the Board in writing by certified mail that the employee accepts the position offered in such notice and will be able to commence employment on the date specified in the notice. Notice of recall or acceptance of recall shall be considered received when mailed by certified mail, return receipt requested, to the last know address of the party in question as shown on the school district's records. Notice shall be effective if personally delivered to the employee by the Superintendent or his/her designee. The same time period previously indicated herein to be applicable.

1. Termination of employees shall be pursuant to Chapter 279 of the Code of Iowa and terminated employee and/or the Association shall not have access to the grievance procedure.

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**ARTICLE X  
SAFETY PROVISIONS**

- A. The Wapsie Valley Community School District is committed to providing a safe and healthful environment.
- B. It is the policy of this school district to assure, so far as possible, that every employee has a safe and healthful place in which to work.
- C. It is also the policy of this school district to help each employee recognize responsibilities to safe employment.
- D. Upon discovery of an unsafe or hazardous condition by an employee he/she shall take steps to rectify that condition.

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**ARTICLE XI  
EMPLOYEE EVALUATION**

The parties recognize the importance and value of evaluating Employees. The following procedure has been agreed to as one means of accomplishing this goal.

A. Tier I (Beginning Teacher) & Tier II (Career Teacher) Evaluation Plan:

1. Each Employee's evaluator shall acquaint him/her with the procedures used in evaluation. No evaluation shall be made until the Employee is acquainted with the evaluation procedure. Compliance may be accomplished through a group meeting.
2. New Employees shall be evaluated at least once each year summatively, up to and including the third year. Each summative evaluation shall consist of a minimum of two (2) formative appraisals, once in each semester. After the first three years of employment, the District may choose to evaluate employees only once every three years or more often if an employee requests an evaluation or it is deemed necessary by the administration to improve performance. During the school year of the teacher's performance reviews, the teacher shall be formally observed a minimum of two times prior to February 15<sup>th</sup> with the first formal observation occurring before November 30<sup>th</sup>. Formal observations of experienced teachers will include a pre-observation conference, the observation itself, and a post-observation conference which will include a discussion of areas of strengths and areas of potential improvement. Any written evaluation material in an Employee's personnel file shall be signed by both the Employee and the Employer. These signatures indicate only awareness of the evaluation material, not necessarily agreement. If the Employee disagrees with any written evaluation material in the

Employee's personnel file, the Employee may attach a written position to the evaluation material in dispute.

3. At least one observation will be extended. In the case of an interruption or cancellation by either the teacher or evaluator, the observation may be rescheduled at a mutually agreed upon time between the teacher and evaluator without restarting the evaluation process.
4. During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-observation conference, observation, and post-observation conference. The post-observation conference must be no later than 10 days following the observation.
5. The teacher and the evaluator shall each receive a copy of the Teaching Standards and the Wapsie Valley Community School District Evaluation Document. As part of the post-observation conference, the evaluator shall document criteria that have been observed (1) during the observation, (2) written materials developed by the teacher, and (3) in the pre-and post-observation conferences. The evaluator and teacher shall initial each other's Wapsie Valley Community School District Evaluation Document when each criterion is addressed and include the date.
6. All experienced teachers who are being evaluated will be asked to update their artifact collections to provide evidence of their meeting or exceeding each of the eight Iowa Teaching Standards. The teacher and evaluator(s) shall meet at least two (2) more times once in February and once in March to review any additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.
7. By March 30<sup>th</sup>, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by (the) April 15<sup>th</sup>. If only a conference is needed, then it shall be held by April 15<sup>th</sup>.
8. By April 30<sup>th</sup>, the evaluator(s) will schedule a date to complete the final evaluation. For experienced teachers, this will be the Wapsie Valley Community School District Evaluation Document. Each criteria will be rated as "Meets Criteria" or "Does Not Meet Criteria".
9. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the final evaluation conference in those situations when the evaluator has no major concerns regarding the teacher's performance. Both the evaluator and the teacher shall sign and date the review.
10. Teachers with an initial provisional license shall be formally evaluated with the Comprehensive Evaluation Summative Evaluation developed by the Iowa Department of Education. The procedures used shall be those above in A.1-A.5.

**B. Individual Career Development Plan:**

1. Each teacher shall draft an individual or group career development plan based on the District Student Learning Goals or the District Long-Range Goals from the current Comprehensive School Improvement Plan established by the district. This individual or group career development plan will be developed by October 15 of the school year following the conclusion of his/her previous plan.
2. The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and evaluator will have a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.
4. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

C. Tier III Intensive Assistance Plan:

The duration of the Intensive Assistance Plan will vary, depending upon the needs of the teacher; however, the duration of the Plan will be mutually agreed upon by the Evaluator, Teacher, and their respective representatives. The Plan, including the Awareness Phase and Intensive Assistance Phase, cannot by Iowa Law be more than twelve months in length. The plan may be discontinued early if concerns have been remedied.

1. Awareness Phase Procedure:

If an evaluator determines a teacher has a performance problem related to the Iowa Teaching Standards, and this situation is not resolved to the evaluator's satisfaction by informal discussions above, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the awareness process.

During the meeting, the evaluator shall identify in writing all of the alleged deficiencies of the teacher pertaining to the Iowa Teaching Standards. The evaluator shall include information, data or evidence used in making this judgment. The teacher and evaluator shall develop a written plan of remediation which, if followed, would eliminate the alleged deficiencies. If the deficiencies noted are corrected, the teacher will return to the normal evaluation cycle. If the deficiencies are not corrected, the supervisor may recommend intensive assistance.

2. Intensive Assistance Procedure:

Career teacher assistance is designed to provide clear intervention and remediation for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing additional assistance and support in order to maintain an acceptable level of performance.

The assistance procedures will begin with a formal meeting between the evaluator and the teacher. The teacher may have a representative at this or any meeting with the evaluator during this process. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the Plan of Assistance which identifies actions for the teacher to complete for the purpose of improving performance in areas identified as unsatisfactory.

If requested by the teacher, the evaluator shall convene the Assistance Team for the initial meeting with the teacher. The Assistance Team shall consist of 1 to 3 education professionals that are to be mentors and confidants for the teacher needing assistance. The role of the Assistance Team is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by members of the Assistance Team. Observations and comments made by members of the Assistance Team are not presented in writing, are not reported to the evaluator, and do not become part of the teacher's evaluation. The assistance provided is targeted solely at helping the teacher improve his/her performance in relation to the Iowa Teaching Standards.

During the Intensive Assistance Phase, the evaluator shall observe the teacher in need of assistance a minimum of two times formally. These formal observations shall focus on the teaching standards that have been identified in the Assistance Plan. There will be a minimum of five working days between formal observations to allow the teacher to implement needed changes. This will not limit the evaluator's right to conduct walk-through observations as normal. The formal observations will be followed up by a post-conference within three days of the observation.

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**ARTICLE XII  
VOLUNTARY TRANSFERS**

Any teacher may apply for a transfer to another building. Such application shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference. This application will be considered equally in the hiring process. The Superintendent will attempt to notify the association president in writing of vacancies.

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**ARTICLE XIII  
INVOLUNTARY TRANSFERS**

In the case of involuntary transfers the board will provide opportunity for the teacher to meet with the board, discuss the reasons for transfer and give opportunity for the teacher to state objections.

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**ARTICLE XIV  
WAGES AND SALARIES**

A. Schedule

The salary of each employee that is covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Each employee shall be placed on his proper step of the salary schedule as of the effective date of this agreement.

2. Credit for Experience

Teachers will receive full credit for experience outside the Wapsie Valley system. (This will not be retroactive for current employees). Former teachers will receive full credit for years of service granted in the system upon their re-entry.

C. Method of Payment

1. Pay Periods

Employees shall be paid on or before the 25th of the month in accordance with individual contracts. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

2. Final Pay

A terminating employee shall have the option of receiving all or part of his earned contracted salary on the last previous working day.

3. Summer Checks

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

D. Half-day teachers receive \$600 above half pay.

E. Phase II items that are mandatory subjects of bargaining and which occur in the current 'Agreement' will be considered negotiable.

F. Any additional days beyond 190 contract days shall be paid per diem.

G. Student Achievement and Teacher Quality Program

If the district participates in the Student Achievement and Teacher Quality program (SF277) the following distribution method will be used:

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed per diem pay to all other teachers.

If the state does not forward the funds to the district by October 15, the payments shall be started no later than one pay period after receipt of the funds and will be divided in equal installments for the remainder of the contract year.

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**ARTICLE XV  
SUPPLEMENTAL PAY**

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the activities listed in Schedule B are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Activities will be compensated according to Schedule B.

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**ARTICLE XVI  
NURSE'S SALARY STATEMENT**

Nurse's salary not to be determined by Schedule A.

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**ARTICLE XVII  
COMPLIANCE CLAUSES 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, and clauses shall remain in full force and effect for the duration of this Agreement.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board and Association jointly after the signing of this Agreement. Sufficient copies shall be provided for the Association and the Board.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement, either part shall do so in writing to the following individuals:

1. If to the WVEA, to Wapsie Valley Education Association, c/o President
2. If to Board, to Wapsie Valley Community Schools, Fairbank, Iowa 50629, c/o Superintendent

D. Duration Period

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2010.

E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiator and their signature placed thereon, all on the 21<sup>st</sup> day of May, 2009.

Wapsie Valley Education Association

Wapsie Valley Board of Education

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Chief Negotiator

**Appendix A: Salary Schedule (Schedule A)**

<b>Step</b>	<b>BA</b>	<b>BA +8</b>	<b>BA +15</b>	<b>BA +24</b>	<b>BA +30</b>	<b>MA</b>	<b>MA +15</b>
0	\$29,891	\$31,236	\$32,581	\$33,926	\$35,271	\$36,816	\$38,361
1	\$31,083	\$32,428	\$33,773	\$35,118	\$36,463	\$38,008	\$39,553
2	\$31,838	\$33,183	\$34,528	\$35,873	\$37,218	\$38,763	\$40,308
3	\$32,593	\$33,938	\$35,283	\$36,628	\$37,973	\$39,518	\$41,063
4	\$33,348	\$34,693	\$36,038	\$37,383	\$38,728	\$40,273	\$41,818
5	\$34,103	\$35,448	\$36,793	\$38,138	\$39,483	\$41,028	\$42,573
6	\$34,858	\$36,203	\$37,548	\$38,893	\$40,238	\$41,783	\$43,328
7	\$35,613	\$36,958	\$38,303	\$39,648	\$40,993	\$42,538	\$44,083
8	\$36,368	\$37,713	\$39,058	\$40,403	\$41,748	\$43,293	\$44,838
9	\$37,123	\$38,468	\$39,813	\$41,158	\$42,503	\$44,048	\$45,593
10	\$37,853	\$39,198	\$40,568	\$41,913	\$43,258	\$44,803	\$46,348
11	\$38,583	\$39,928	\$41,298	\$42,643	\$43,988	\$45,558	\$47,103
12	\$38,948	\$40,293	\$41,663	\$43,008	\$44,353	\$45,923	\$47,468
13	\$39,313	\$40,658	\$42,028	\$43,373	\$44,718	\$46,288	\$47,833
14	\$39,678	\$41,023	\$42,393	\$43,738	\$45,083	\$46,653	\$48,198
15	\$40,043	\$41,388	\$42,758	\$44,103	\$45,448	\$47,018	\$48,563
16	\$40,408	\$41,753	\$43,123	\$44,468	\$45,813	\$47,383	\$48,928
17	\$40,773	\$42,118	\$43,488	\$44,833	\$46,178	\$47,748	\$49,293
18	\$41,138	\$42,483	\$43,853	\$45,198	\$46,543	\$48,113	\$49,658
19	<b>\$41,503</b>	\$42,848	\$44,218	\$45,563	\$46,908	\$48,478	\$50,023
20	\$41,868	\$43,213	\$44,583	\$45,928	\$47,273	\$48,843	\$50,388
21	\$42,233	\$43,578	\$44,948	\$46,293	\$47,638	\$49,208	\$50,753
22	\$42,598	<b>\$43,943</b>	\$45,313	\$46,658	\$48,003	\$49,573	\$51,118
23	\$42,963	\$44,308	<b>\$45,678</b>	<b>\$47,023</b>	<b>\$48,368</b>	\$49,938	\$51,483
24	\$43,328	\$44,673	\$46,043	\$47,388	\$48,733	<b>\$50,303</b>	<b>\$51,848</b>
25	\$43,693	\$45,038	\$46,408	\$47,753	\$49,098	\$50,668	\$52,213
26	\$44,058	\$45,403	\$46,773	\$48,118	\$49,463	\$51,033	\$52,578
27	\$44,423	\$45,768	\$47,138	\$48,483	\$49,828	\$51,398	\$52,943
28	\$44,788	\$46,133	\$47,503	\$48,848	\$50,193	\$51,763	\$53,308
29	\$45,153	\$46,498	\$47,868	\$49,213	\$50,558	\$52,128	\$53,673
30	\$45,518	\$46,863	\$48,233	\$49,578	\$50,923	\$52,493	\$54,038

**Appendix B: Supplemental Salary Schedule (Schedule B)**

			1	2	3	4	5
			Base	5 years	10 years	15 years	20 years
1	Head HS- FB,BKB,WR	14.0%	\$3,983	\$4,108	\$4,233	\$4,358	\$4,483
2	Asst. HS- FB,BKB,WR	9.0%	\$2,561	\$2,686	\$2,811	\$2,936	\$3,061
3	Head HS- CC, TK, BB, SB, GF, SP, VB	10.0%	\$2,845	\$2,970	\$3,095	\$3,220	\$3,345
4	Asst. HS- CC, TK, BB, SB, GF, VB	6.8%	\$1,935	\$2,060	\$2,185	\$2,310	\$2,435
5	Fr. Basketball	6.2%	\$1,764	\$1,889	\$2,014	\$2,139	\$2,264
6	Head JH FB, BKB, WR	6.5%	\$1,849	\$1,974	\$2,099	\$2,224	\$2,349
7	Ass't JH-FB, BKB, WR	5.0%	\$1,423	\$1,548	\$1,673	\$1,798	\$1,923
8	Head JH TK, VB,SB, BB,CC	6.0%	\$1,707	\$1,832	\$1,957	\$2,082	\$2,207
9	Asst. JH VB, SB	4.0%	\$1,138	\$1,263	\$1,388	\$1,513	\$1,638
10	HS Band	10.2%	\$2,902	\$3,027	\$3,152	\$3,277	\$3,402
11	Summer Band	10.2%	\$2,902	\$3,027	\$3,152	\$3,277	\$3,402
12	7-12 Vocal	9.5%	\$2,703	\$2,828	\$2,953	\$3,078	\$3,203
13	Annual	4.0%	\$1,138	\$1,263	\$1,388	\$1,513	\$1,638
14	Newspaper	3.2%	\$910	\$1,035	\$1,160	\$1,285	\$1,410
15	Plays	4.0%	\$1,138	\$1,263	\$1,388	\$1,513	\$1,638
16	Musicals	5.0%	\$1,423	\$1,548	\$1,673	\$1,798	\$1,923
17	Cheerleading	5.0%	\$1,423	\$1,548	\$1,673	\$1,798	\$1,923
18	Jr. Class Spon.	1.0%	\$285				
19	NHS, Quiz Bowl	2.5%	\$711	\$836	\$961	\$1,086	\$1,211
20	Std. Council	2.5%	\$711	\$836	\$961	\$1,086	\$1,211
21	JH Student Council	2.0%	\$569	\$694	\$819	\$944	\$1,069
22	JH Cheer	2.0%	\$569	\$694	\$819	\$944	\$1,069
23	Drill Team	4.5%	\$1,280	\$1,405	\$1,530	\$1,655	\$1,780
24	Fr. Volleyball	5.0%	\$1,423	\$1,548	\$1,673	\$1,798	\$1,923

Additional to be paid above schedule for assigned extra duties:

Sports Activities - \$30 per event.

Music/Plays - \$20 per event

### **Appendix C: Salary Schedule Supplement**

1. This salary is based on a 190 days contract including 180 days of actual teaching. The contract includes days devoted to work shops, 5 paid holidays (Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday), teachers' conferences, and professional meetings.
2. Extra hours earned toward the BA+8, BA+15, BA+24 and BA+30 must be taken after the conferring of the BA degree, must be graduate level courses (exceptions handled on individual basis) in the teacher's primary field of instruction or predetermined by teacher and principal, and must be taken from an approved (by respective state) four year college or university. A notice of said hours must be presented to the Superintendent by September 1 of the school year to be included in the respective current year individual contract. The Superintendent may allow other courses under exceptional circumstances.
3. Teachers advancing horizontally on the schedule, due to an increase in education, will advance only one vertical step the first year regardless of experience and then advance at the regular rate the following years.
4. Teachers who qualify for a higher step by obtaining additional training must present proof of such qualification by September 10<sup>th</sup> of the current year in order to be paid accordingly. Teachers shall notify the Superintendent at contract time if they anticipate any change. No more than six (6) semester hours of college credit may be earned during any one semester of a school year.
5. Teachers must have earned at least 6 hours of credit in the employees teaching field or in a field approved by the administration during any given ten year period from the time of entering the Wapsie Valley system. Courses approved by the Department of Public Instruction for certification renewal or courses taken to meet legislation will be accepted. Failure to comply with this ruling means that the teacher shall remain stationary on the schedule. Teachers on the highest step are also expected to comply with the training requirement or have the career increment withheld. (11/11/80)
6. Each employee shall be placed on his proper step of the salary schedule as of the effective date of this agreement. Teachers may be paid above or below the schedule only in unusual or extreme circumstances with prior discussion with the Association.
7. A release from contract will be granted following approval of the Board of Education. Such releases will result only when a satisfactory replacement is available.
8. Teachers must have a physical examination form filed with the Superintendent at the beginning of their service. The Board will pay up to \$30 reimbursement for said examination.
9. Teachers new to the system may receive half of their first month salary by making such request to the Superintendent in writing at the pre-school workshop.

**Appendix D: Grievance Report**

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
School District

\_\_\_\_\_  
Building

\_\_\_\_\_  
Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

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**LEVEL I**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract or Policy Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date

If additional space is needed, attached additional sheets.

All provisions of ARTICLE III of the Agreement, Dated \_\_\_\_\_, 20 \_\_\_\_ shall be strictly observed in the settlement of grievances.

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**LEVEL II**

A. \_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

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**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration

\_\_\_\_\_  
Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**Appendix E: Dues Deduction Authorization Form**

For Employer Use Only:	
_____	_____
Date Started	Amount

Authorization for Payroll Deduction For Education Association Dues

\_\_\_\_\_  
Last Name                      First Name                      M.I.

I hereby request and authorize the Board of the Wapsie Valley Date Started Community School District as my remitting agent, to deduct from my earnings a sufficient amount to provide for the payment of the prevailing rate of dues which amount is to be remitted each of the indicated months for me on my behalf to the Treasurer of the Wapsie Valley Education Association.

Deductions shall be made as follows:

\_\_\_\_\_ One tenth (1/10) of the annual Education Association dues shall be deducted in each of the months of September through June.

It is understood that this authorization shall begin on the first payroll period following this date, and shall continue as specified above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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**Appendix F: Termination of Dues Deduction Form**

I hereby request the Board of Education to discontinue the deduction of dues to the Education Association from my payroll checks effectively with the following pay period:

Pay Period \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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