

AGREEMENT
BETWEEN THE
RED OAK COMMUNITY SCHOOL DISTRICT
AND
THE RED OAK EDUCATION ASSOCIATION

2015-2016

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**ARTICLE 1
RECOGNITION**

A. RECOGNITION

The Red Oak Community School District is recognized as a public employer governed by the Board of Directors. The Red Oak Education Association, as determined and ordered by the Public Employee Relations Board, is recognized as the sole and exclusive bargaining agent for regular, hereinafter named, employees of the employer, including all:

Regular full-time certified and regular part-time certified teachers including counselors, librarians, and special education teachers under contract with the Red Oak Community School District, Red Oak, Iowa.

and excluding:

Substitute and interim teachers, teacher's aides, and teacher associates, and exchange teachers, and coordinator of athletics and intramurals and all other employees excluded by statute.

B. DEFINITIONS

1. The term "Board" as used in this Master Contract Agreement shall mean the Board of Directors of the Red Oak Community School District or its duly authorized representatives.
2. The term "employee" as used in this Master Contract Agreement shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Master Contract Agreement shall mean the Red Oak Education Association or its duly authorized representatives or agents.

**ARTICLE 2
GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance is an allegation by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Master Contract Agreement.

B. PURPOSE

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlements of alleged grievances over the interpretation and application of this Master Contract 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. 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, "school days" shall be amended to mean days on which the District Office is open.

D. MISCELLANEOUS

1. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
2. It is agreed that an investigation, handling or processing of any grievance by the grieving employee or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement. The employee initiating the grievance and one (1) person representing the Association shall be granted release time at Level Four for the arbitration hearing with the Association paying the cost of the substitutes.

E. LEVEL ONE (INFORMAL)

Any employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally. Such discussion shall commence within fifteen (15) school days of the alleged grievable incident.

F. LEVEL TWO

If, after the informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on his/her own or through the Association by filing the form set forth in Schedule 1 not later than ten school days following discussion with the principal or immediate supervisor. The grievance form shall be signed by the grievant and shall be delivered to the appropriate principal or immediate supervisor. A copy of the grievance will be provided to the Association by the administration.

The appropriate principal or immediate supervisor shall indicate the disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted to Level Three within ten (10) school days.

G. LEVEL THREE

The Superintendent or the Superintendent's designee shall meet with the aggrieved person and with the Association within ten (10) school days of receipt of the grievance. Within ten (10) school days of the meeting of the parties, the Superintendent or the designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person and to the Association. If the Association is not satisfied with the disposition of the grievance by the Superintendent or the designee, the Association shall have ten (10) school days from the receipt of the report from Level Three to transmit the grievance to Level Four.

H. LEVEL FOUR

1. Within ten (10) school days following the Level Three disposition by the Superintendent, the Association shall file a written request for a list of arbitrators with the Public Employment Relations Board. The list shall consist of seven (7) potential arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall alternately remove one (1) name until only one (1) name remains. The person whose name remains shall be the arbitrator. Each party may reject a list once and request a new arbitrator. Each party may reject a list once and request a new list of seven (7) names from the Public Employment Relations Board. Names shall be struck within two (2) school days of receipt of the list.
2. The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than fifteen (15) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to or subtract from the specific provisions of the Master Contract Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the board by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the District and to the Association and shall be final and binding on the parties.
3. The costs for the services of the arbitrator will be borne equally by the Board and the Association.
4. If the grievant files any claim or complaint in any form other than under the grievance procedure of this Master Contract Agreement, then the District shall not be required to process the same claim or set of facts through this grievance procedure.

I. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself/ or, at the employee's option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.

J. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

K. CONFIDENTIALITY

All meetings and hearings under this procedure shall be conducted in private shall include only witnesses, the parties in interest and their designated or selected representatives.

**ARTICLE 3
ASSOCIATION RIGHTS**

The Association and its members shall have the right to:

1. Use school facilities for Association meetings contingent upon their availability. Request for use of facilities will be made through the building principal.
2. Distribute Association material through the school messenger service and building mailboxes.
3. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal.
4. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building principal's office.
5. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the employer to research and assemble information.
 - a. The Superintendent's office shall cause the agenda for regular board meetings to be delivered to the school mailbox of the President of the Association a minimum of two days prior to the meeting when possible. If policy items are on the agenda, the President may get further amplification from the Superintendent.

**ARTICLE 4
DUES DEDUCTION**

- A. Any employee covered by this Master Contract Agreement may, upon written notice to the Association, authorize a payroll deduction for regular current annual dues for membership in only the Red Oak Education Association, Iowa State Education Association, National Education Association, and Southwest Uniserv Unit.
- B. Payroll deduction shall be arranged whereby dues will be deducted from each authorized employee's check in equal installments.
- C. The Association shall provide the District Secretary with an authorized list of members' names for whom membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted twenty (20) days prior to the District's monthly payroll date in which the deduction is to commence.
- D. The Association does hereby agree to indemnify the Board, each individual Board member and all administrators against any and all claims, costs, suits or other forms of liability, including court costs, arising out of the application of the provisions of this Master Contract Agreement relating to dues deduction.

- E. Excluded from this provision of this Master Contract Agreement shall be initiation fees, special assessments, back dues, fines or similar items.
- F. It shall be the responsibility of the Association to inform members of the voluntary dues deduction system and procedure.

**ARTICLE 5
WAGES, SALARIES, SUPPLEMENTAL PAY AND INSURANCE**

A. WAGES AND SALARIES

1. SALARY

The regular salary schedule is set forth in Schedule 2, which is attached and made a part of this Master Contract.

2. ADJUSTMENTS TO SALARY SCHEDULE

Each employee shall be placed on the proper step of the regular salary schedule as of the effective date of this Master Contract and in accordance with sections 3 and 4 below.

3. CREDIT FOR EXPERIENCE

Credit up to the maximum step of any salary level excluding career increments, shall be given for previous teaching experience as determined by the superintendent with board approval upon initial employment.

4. ADVANCEMENT ON SALARY SCHEDULE

- a. **Increments.** Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
- b. **Career Increments.** A career increment of 1% of the base salary will be granted to all employees with a BA+30 or more in their fifteenth (15th) year at the top step of the salary schedule and every year thereafter. A career increment of 1% of the base salary will be granted to all employees with a BA +10 in their 13th, 14th, and 15th year. A career increment of 1% of the base salary will be granted to all employees with a BA +20 in their 14th, 15th, 16th, 17th, 18th, and 19th years at the top step of the salary schedule.
- c. **Educational Lanes.** Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, the employee shall file a grade report or a statement signed by the employee that the course has been completed with the Superintendent no later than the first day of the school year, and an official transcript of approved educational credit shall be filed no later than forty-five (45) days after the beginning of the school year, and pay adjustments shall be retroactive to the beginning of the same school year.
- d. **Acquisition** of credit hours after the bachelor's degree has been earned shall be graduate level courses within the employee's area of assignment from an approved college and/or university and must be approved by the Superintendent of Schools prior to enrollment.

5. METHOD OF PAYMENT

Unless otherwise provided in this Master Contract Agreement, all salaries shall be paid on a twelve month basis, the 10th of each month being designated as "pay day" unless the 10th falls on a Saturday, Sunday, or holiday, in which case the monthly salary shall be paid on the preceding school day. Unavoidable delays in meeting payday shall not be grievable.

Employees who are new in the teaching profession or are new in the Red Oak District may request up to 50% of the first monthly salary installment from the regular salary schedule after completion of the first workday of employment. If the Superintendent grants such requests, the Business Manager will issue such payment on the first regular payday following the start of employment. This payment will be ½ of 12th of the teacher's contract.

B. SUPPLEMENTAL PAY

Employees covered by this Master Contract shall be compensated in accordance with Schedule 3 for co-curricular assignments made and approved by the Board of Directors.

C. INSURANCE

1. HEALTH INSURANCE

- a. The District shall provide plan options comparable to Blue Cross/Blue Shield's-Protector w/Alliance-Select Plan options.
- b. The District will pay an amount equal to the monthly single Protector w/Alliance Select PPO 500 premium for eligible employees who work at least .5 FTE per week and elect to participate in the District's group plan. If family coverage is not elected by such employees, the employee may elect to apply the Two Hundred Twenty-Five Dollars (\$225) towards a tax-sheltered annuity. No insurance contributions will be required for an employee who declines in writing to be covered by the insurance, and in such case, the Board shall have no liability for not providing insurance coverage for such employee.
- c. The Board shall determine the insurance company provided comparable insurance coverage is maintained. However, the Board will not be held responsible for insurance carrier policy changes.
- d.. Any balance due for the single or family premium shall be deducted from the employee's salary, which may be deducted before the withholding of payroll taxes. The employee shall elect such options by May 1 in accordance with the District's salary reduction plan and federal and state tax laws.

2. TERM LIFE AND LONG TERM DISABILITY

Each employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of \$30,000, double for accidental death.

Each employee shall be covered by a long-term disability insurance program paid for by the District providing the following benefits. Benefits shall begin after 90 days disabled at 70% to age 65.

Monthly maximum benefit at \$2,500.

- a. Maximum Benefit Period.
*Accident – to age 65 *Sickness – to age 65
- b. Qualifying period – 90 days of partial or total disability

3. SCHOOL LIABILITY

All employees shall be covered by school financed liability insurance covering job related performance duties.

4. ENROLLMENT OF COVERAGE

Coverage shall commence and be in effect according to the insurance policies entered into by and between the Board and the respective insurance carrier. New employees will be enrolled for coverage according to the stipulations governing their eligibility as set forth in the various

insurance policies. Employees eligible for Board provided insurance programs must be employed under a regular contract.

5. **DESCRIPTION**

The Board shall provide each employee an electronic description of the insurance coverage pertaining to:

- a. Health and Major Medical
- b. Term Life and Long Term Disability

D. **EXTENDED CONTRACT**

Those employees whose regular assignments call for extended employment shall receive compensation on a prorata basis according to their placement on the regular salary schedule in effect.

E. **PHASE I & II**

The Legislature withdrew all Phase I money during the 2009-2010 school year. The Board agreed to incorporate these funds into the salary schedule. Phase II funds were incorporated in Teacher Salary Supplemental funds. See item H below.

F. **SUBSTITUTE COMPENSATION**

- 1. On occasion employees may be requested to serve as a substitute teacher. Volunteers will be requested, and if no volunteers are found, the administration has the right to assign an eligible employee. For 2014-2014, employees who use their preparation time to serve as a substitute teacher shall be compensated as per the following schedule using the 2001-02 year as the base year:

	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16
Gr. 6-12 less than 30 minutes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PK-5 less than 30 minutes	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09
30 minutes to 45 minutes	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13
46 minutes to 60 minutes	\$16.16	\$16.16	\$16.16	\$16.16	\$16.16	\$16.16	\$16.16	\$16.16
61 minutes to 75 minutes	\$20.19	\$20.19	\$20.19	\$20.19	\$20.19	\$20.19	\$20.19	\$20.19
76 minutes to 90 minutes	\$24.23	\$24.23	\$24.23	\$24.23	\$24.23	\$24.23	\$24.23	\$24.23

- 2. For the purpose of this article, preparation time will be defined as follows:
 - a. For PK-5 teachers this includes any preparation time when their classes are scheduled to have music, media, guidance, physical education, art, extended learning opportunities or other designated specials.
 - b. For 6-8 teachers this includes regularly scheduled preparation time.
 - c. For 9-12 teachers this includes regularly scheduled preparation time but does not include Seminar period.

G. **EXTRA TEACHING ASSIGNMENT**

Any employee whose teaching assignment exceeds the regular employee work day or exceeds the regular daily teaching assignment shall be additionally compensated as follows:

An employee who voluntarily chooses to teach a class during the designated professional preparation time, before or after school, or during seminar period, shall be compensated for the additional period by calculating the employee's standard per diem class rate and assigning that amount for additional teaching time.

H. **TEACHER SALARY SUPPLEMENTAL FUNDS**

SF 2376 Education Appropriations made changes to the Teacher Salary Supplemental Funds. The Basic Teacher Quality Money and the Phase II funds are now combined into Teacher Salary Supplemental Funds. The current law requires districts to negotiate the distribution of teacher salary supplement dollars in a single salary system. This began July 1, 2010. The district is now required to negotiate "one combined salary" schedule and include the "one combined salary" on teachers' contracts. For the 2015-2016 school year the beginning base will be \$32,900. Since Phase II was already incorporated into the salary schedule the schedule will be reduced by the Phase II amount

**ARTICLE 6
LEAVES OF ABSENCE**

A. **SICK LEAVE**

All employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days, including those accumulated prior to this Master Contract Agreement, shall be accumulated from year to year with a maximum of ninety (90) days. If an employee is on an extended contract he/she shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract, but those days shall not accumulate if not used during the contract year.

Employees covered by this Master Contract Agreement whose length of employment in a given school year is less than the length of service called for in a normal school year will have their sick leave days pro-rated downward in that particular year. The administration may require medical proof from an employee absent for more than four (4) consecutive school days due to personal illness or injury. For sick leave claims of four days or less the administration may require, at the District's expense, medical proof of illness or injury from the employee making the claim.

Employees shall be given a copy of a written accounting of accumulated sick leave days with their June paychecks.

An employee who is unable to work because of personal illness or disability who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The employer will not be responsible for payment of any benefits during this time period. The employee has the option to continue these benefits with the employee paying all costs.

B. **SICK LEAVE/FAMILY LEAVE BANK**

1. **CREATION**

A voluntary sick leave/family leave bank will be created for the use of those employees who choose to donate to the bank. Enrollment will take place, for the purpose of determining membership, prior to September 15, or if an employee is hired by the district after the start of the school year, within twenty (20) days after beginning employment with the district. This enrollment will be the responsibility of the Board and Association jointly.

2. **ELIGIBILITY**

a. A member of the bank, who is not eligible for long-term disability (under Article 5), may use the bank when his/her illness results in his/her using all sick leave and personal leave. In the case of serious long-term illness of a member's immediate family (parent, spouse, or child), when a member uses all emergency leave and personal leave, he/she may use the bank. The member will make application to the Superintendent and the Association for days from the bank. The Superintendent and the Association President will jointly approve or deny the application.

b. The following criteria will be used in evaluating family leave applications: 1. Is the family illness serious enough to require the absence of the employee? 2. Have all other emergency leave and personal days been used? 3. Will this illness require the absence of the employee for more than ten (10) working days?

3. **CONTRIBUTIONS**

Each year, if necessary, each member of the bank will contribute no more than one (1) day of accumulated sick leave to a bank of days which shall be made available to the members of the bank. Once a sick leave day has been contributed, the employee forfeits that day.

4. **LIMITATIONS**

The bank of days, which will become available for use by the employee making application, shall never be more than the number of individuals in the bargaining unit, and is intended for personal and serious long-term family illness.

5. **UTILIZATION**

The number of days available for any one member, in any one year, will be limited to the number of members in the bank. Each year an accounting of the bank will be given to the Association.

C. **TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following temporary, non-accumulative paid leaves of absence.

1. **PERSONAL**

a. Annual Personal Leave. At the beginning of each school year each employee shall be granted two (2) days paid leave to be used for personal business that cannot be conducted outside school hours. Employees will be compensated for any unused personal days at the end of the year at the rate of fifty dollars (\$50.00) per day. Compensation will be based on remaining full days.

b. Accumulated Personal Leave. Two (2) unused personal leave days may be accumulated from year to year with a maximum of four (4) days. The employee will not be compensated for the accumulated personal leave day.

c. Notification. An employee planning to use a personal leave day shall notify his/her principal at least three (3) days in advance, except in cases of emergency.

d. Limitations. No more than two (2) days of personal leave may be used immediately before or immediately after Thanksgiving vacation, Christmas vacation, and spring break.

e. The Association will help facilitate the process of collecting information on personal leave accumulation.

2. **JURY**

Any employee who is called for jury duty during school hours shall, upon presenting such evidence to the principal, be granted a leave of absence at full pay for the time lost. Remuneration received by the employee, over and above expenses, for jury duty shall be remitted to the District.

3. **EDUCATIONAL PURPOSES**

Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the District shall be filed by the employee at least seven (7) days prior to the first day of anticipated absence.

4. **EMERGENCY LEAVES**

Employees shall be granted leave of absence at full pay not to exceed a total of eight (8) days per year for the following:

- a. Serious illness in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother sister, brother-in-law, sister-in-law, grandparent or grandchild, step-child, step-parent, aunt, uncle, niece, nephew. The funeral of other relatives and close friends not covered under "Leaves for Funerals."

5. **LEAVES FOR FUNERALS**

Employees shall be granted leave of absence at full pay for funerals in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren) not to exceed a total of five (5) days per incident. An extension of this leave may be granted in the discretion of the superintendent.

Notification of absence for funerals shall be given to the principal.

6. **ADOPTION LEAVE**

A leave of absence shall be granted to an employee in the event of his/her adoption of a child. The employee must notify the principal as soon as possible before the adoption that the leave will be requested. Such paid leaves shall not exceed five (5) days per employee.

7. **ASSOCIATION LEAVE**

Up to six (6) days each year shall be available to the Association for its representative to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The Association shall reimburse the Board for the cost of substitute teachers for absent employees.

8. The Superintendent, in his/her sole, exclusive and final discretion, may grant other unpaid temporary leaves upon the filing of a written request for such leave by an employee.

D. **EXTENDED LEAVE OF ABSENCE**

1. **ASSOCIATION**

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff

2. **EDUCATIONAL IMPROVEMENT**

A leave of absence without pay of up to one (1) school year may be granted to any employee, upon application to the Board, for the purpose of engaging in study related to professional responsibilities at an accredited college or university, provided a suitable replacement can be

hired. The leave must be taken in one or two semester increments, and the employee must file a request no later than February 1 of the prior school year.

3. Other extended leaves of absence without pay may, in the discretion of the Board, be granted upon the written request of an employee.

E. **BENEFITS**

While on unpaid leaves, under sections A, B or C, the employee's interest in the retirement funds, accumulated sick leave, seniority and placement on the salary schedule shall be frozen. While no benefits will be provided by the employer during the leave period, the employee may purchase such benefits.

**ARTICLE 7
RECESSES – HOLIDAYS**

A. **HOLIDAYS**

The regular and extended contract of employees shall include five (5) holidays. Such holidays shall be Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Good Friday.

B. **RECESSES**

The following unpaid recess periods shall be provided.

1. Thanksgiving recess – one (1) day in addition to the holiday.
2. Winter recess – a minimum of five (5) school days in addition to the two (2) holidays.
3. Spring recess – Spring recess will be at least three (3) days. If Spring recess is only 3 days, then Presidents' Day will be a vacation day.

For the purposes of the Article, a week day shall be defined as any day except Saturday and Sunday.

The Association may submit to the Superintendent of Schools prior to January 1 a recommendation for consideration by the Board of recess periods listed in this section for the next school year.

**ARTICLE 8
EMPLOYEE HOURS**

A. **REGULAR WORK DAY**

The regular work day shall be from 7:45 a.m. to 3:45 p.m. except as provided below. An employee may have earlier or later starting and quitting times with approval of the building principal. The employees' work day shall include a duty-free lunch period of at least twenty-five (25) minutes. On Fridays and on days immediately preceding holidays and recess periods, and on days when students are dismissed early for inclement weather, the employee's day shall end ten (10) minutes after the students at the last building have been dismissed.

B. **MEETINGS**

1. Employees may be required to attend meetings after school for the purpose of curriculum committee meetings, or state or federal mandated committee meetings, two (2) days each month. Such meetings shall not be called on Friday afternoons or on the afternoons immediately preceding a holiday or recess period except in cases of emergency. Attendance beyond 4:00 p.m. will result in employees receiving time compensation. For each such meeting extending beyond 4:00 p.m., the employee will receive one early after-school departure ten (10) minutes after the students of the employee's building have been dismissed. The early after-school departure must be taken within ten (10) working days after the meeting, with notification given to the building principal. Employees may volunteer to attend additional meetings.

2. Employees may be required without additional compensation to report before or remain after the regular work day for the purpose of attending faculty or other administratively-called meetings two (2) days each month. Such meetings shall begin no earlier than 7:45 a.m. and shall run no later than 4:30 p.m. Such meetings shall not be called on Friday afternoons or the afternoons immediately preceding a holiday or recess period except in cases of emergency.
3. In addition, employees may be required without additional compensation to attend no more than six (6) evening meetings outside of the regular school day each year, with four (4) of such meetings to be used for parent-teacher conferences. The workday shall not exceed eleven (11) hours.
4. If employees work two (2) evening parent-teacher conferences in the same week, they will receive Friday of that week off with full pay. The additional work time spent at the evening parent-teacher conferences must total a minimum of seven (7) hours. If employees work one (1) evening parent-teacher conference, for a minimum of three and one half (3½) hours, they will receive Friday afternoon off with full pay.
5. Employees shall participate in planned professional development activities as scheduled, when school is dismissed early. Such professional development activities shall be scheduled for a 2-hour period and end no later than 3:45 p.m. The hours of the regular work day would not be affected.

C. **EXTRA-CURRICULAR DUTIES**

Employees may volunteer to supervise or work at extra-curricular events outside of the regular workday. If the employee volunteers to work at least three (3) events or to supervise at least two (2) pep buses, the employee shall be given a pass for the employee and guest to regularly-scheduled activities. Employees volunteering to supervise pep buses shall also be compensated at the rate of thirty-five dollars (\$35.00) per trip supervised. Employees volunteering to supervise at state tournament series held in the District shall also be compensated at the rate of twenty dollars (\$20.00) per event supervised.

**ARTICLE 9
STAFF REDUCTION**

- A. In case of staff reduction, an employee affected by the reduction and covered by this Master Contract Agreement shall be notified no later than the 15th of April preceding the school year.

B. **LAYOFF AND STAFF REDUCTION**

The board shall have the right to determine whether it is necessary to have a reduction of staff. When the Board determines the reduction of staff is necessary, the following procedure shall be used.

1. The employer shall attempt to accomplish reduction through natural attrition of employees teaching within the classification where reduction is being made.
2. If reduction of staff cannot be accomplished in accordance with paragraph B 1 above, the Board shall determine from within the classification where reduction is being made which employee(s) is/are to be terminated according to the needs of the District. These needs shall include the following:
 - Seniority in the Red Oak Community School District by applying the seniority principle
 - Employee evaluation(s)
 - Breadth of certification and endorsements
 - Depth of educational preparation
 - Involvement of teachers in co-curricular activities

3. **CLASSIFICATIONS**

Reduction shall be made within the following classifications.

- a. Preschool through sixth grade
- b. Sixth through twelfth grades

C. **SENIORITY**

Definition of Seniority. "Seniority" for the purposes of this Master Contract Agreement shall be based on the date of beginning continuous part-time or full-time employment as an employee covered by this Master Contract Agreement. One year of half-time employment will be considered equal to one-half year of full-time employment. Part-time employees will have their seniority prorated accordingly. If two or more employees have the same number of years of continuous full-time or part-time employment with the District, the employee who signed his/her initial contract of employment first shall be considered the most senior.

Application of Seniority Principle. Wherever this Master Contract Agreement calls for the use of seniority, seniority shall govern except in the situation where qualifications for the position or assignment in question are not relatively equal, in which case a junior employee may be given preference.

D. **RECALL PROVISIONS**

1. Any employee terminated under this Article shall be recalled in reverse order of layoff to available positions within the classification the employee taught in at the time of reduction. The recall shall be pursuant to this Article for a period of one (1) year from the date of termination. Such request, in writing, is to be made known to the superintendent of Schools within thirty (30) days from the time the employee received notification of termination.
2. The school personnel office shall be kept informed by the terminated employees of current addresses, telephone number, and interest in recall.
3. Any employee who is recalled for a position after having been terminated or discharged under paragraph C above shall be placed on the salary schedule at one step above that of the contract year in which terminated providing he/she is not at the maximum in his/her educational lane, and shall have any unused sick leave that had been accrued, reinstated.
4. An employee who is recalled must report to the Personnel Office to indicate his/her interest in the assignment within ten (10) calendar days of the recall notice.

ARTICLE 10
HEALTH

A. **PHYSICAL FITNESS-EMPLOYEES**

Physical examinations shall be required of all personnel covered by this Master Contract upon their initial employment. The forms for the physical exam shall be provided by the Board. When a physical exam has been completed, the form will be submitted to the District central office.

Personnel whose medical well-being may be in doubt to satisfactorily perform assigned duties may be requested by the Board of Education to submit themselves for a medical examination by a physician designated by the Board of Directors.

A new district employee will submit the cost of their required physical to their medical insurance company. The District will pay up to fifty dollars (\$50.00) toward the cost of the required physical exam that the insurance does not cover after the employee presents an "Explanation of Benefits" to the

accounts payable clerk at the Administrative Center. The cost over and above the required examination shall be paid by the employee.

ARTICLE 11 SAFETY

A. PROTECTION OF EMPLOYEES

1. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall be encouraged to report to the building principal in writing any conditions which seem unsafe or hazardous. The building principal shall respond in writing to any such safety reports.

2. PROTECTIVE DEVICES

Provisions shall be made for such devices as outlined in Sections 280.10 and 280.11 of the Code of Iowa. All such items shall be provided without charge to the employees.

3. USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment, use and apply such amount of force as necessary to quell a disturbance threatening physical injury to a pupil or a teacher. Immediately following the use of such force, the teacher shall make a report to the building principal or his designee.

4. EMERGENCY EVACUATIONS

In the event that a building of the Red Oak Community School District is placed under jurisdiction other than its duly-appointed and authorized professional staff for the purpose of emergency evacuation, no staff member covered by this Master Contract Agreement, whose assignment is in the building, shall be required by the Board of Directors or the administration of the Red Oak Community School District to perform any service above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

B. UNHEALTHY AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe, unhealthy, or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing. Such determination shall be made by the administration.

ARTICLE 12 EMPLOYEE EVALUATION

A. ADMINISTRATIVE

1. The responsibility for determining the effectiveness of the employee is one of the primary obligations of the administration within its larger public duty to insure a high quality education for all students.
2. The Administration shall determine which methods of evaluation shall be used.
3. A nonprobationary employee is one who has completed statutory probation in the Red Oak Community School District as defined in section 279.19, Code of Iowa as amended.
4. A probationary employee is one who has not completed statutory probation in the Red Oak Community School District as defined in section 279.19, Code of Iowa as amended.

B. CLASSROOM EVALUATIONS

1. A probationary employee shall be evaluated formally a minimum of three times per year.
2. A nonprobationary employee shall be evaluated formally at least once and not more than 4 times per year.
3. If formal evaluation shows the employee's performance to be below district satisfactory standards, the employee may be formally evaluated more than 4 times at the discretion of the administration.

C. FORMAL EVALUATIONS

1. During the first two weeks of employment an administrator shall acquaint employees with the formal evaluation procedures to be used.
2. The evaluator and employee shall agree on a time and date for the formal evaluation. They will meet before the evaluation and lesson plans will be provided by the employee.
3. The formal evaluation shall include at least one observation of at least one complete class period/session.
4. The evaluator shall meet with the employee within ten days following a formal evaluation. The purpose of the post-evaluation conference shall be for both parties to discuss and review the formal written evaluation, prior to submission of the report to the Superintendent. Within three school days after the post-evaluation conference, the employee may submit a written statement to be attached to the evaluator's written report.
5. Both parties shall sign and date the written evaluation report, to indicate that the contents have been discussed and that the post-evaluation conference has taken place. The employee's signature does not indicate written agreement with the evaluation report.
6. A copy of the written evaluation report will be made available to the employee at the time of the meeting, and a copy shall be placed in the employee's personnel file.
7. Formal evaluations shall be in writing and shall be completed by May 1.

D. SUMMATIVE EVALUATIONS

1. By May 20 all employees will be provided with a Summative Evaluation. The evaluation instrument will summarize the employee's performance in all areas during the previous year.
2. A non-probationary employee may file a grievance alleging that the evaluation criteria contained in the evaluation instrument were not properly applied, if more than three areas are marked as improvement needed.

E. BEGINNING TEACHERS

1. A beginning teacher is an employee serving under an initial provisional license, issued by the board of educational examiners under chapter 272, who is assuming a position as a classroom teacher.
2. The comprehensive evaluation of a beginning teacher is a summative evaluation conducted by an evaluator for purposes of determining a beginning teacher's level of competency relative to the Iowa teaching standards and for recommendation for licensure based upon models developed pursuant to section 256.9, subsection 50, and to determine whether the teacher's practice meets the school district expectations for a career teacher.

ARTICLE 13
TRANSFER PROCEDURE

A. DEFINITION

The assignment of an employee to a different grade level, subject area, or a building shall be considered as a transfer.

B. POSTING OF OPPORTUNITIES TO TRANSFER

When school is in session, a notice of an opening creating an opportunity to transfer shall be posted electronically to each school and posted in the office or faculty room for ten (10) days before the final date when the applications must be submitted.

C. VOLUNTARY TRANSFERS

1. A voluntary transfer is a transfer initiated by the employee's request.
2. Any employee possessing the necessary qualifications may apply for a transfer.
3. Employees who desire to apply for a transfer shall submit their applications in writing to the superintendent and shall name the vacancy for which the applicant wishes consideration.
4. All qualified district employees shall receive an interview.
5. The granting of such transfer will be based upon the needs of the District as determined by the administration.
6. When a vacancy is filled, all applicants shall be notified in writing within a reasonable time thereafter.

D. INVOLUNTARY TRANSFERS

1. An involuntary transfer is a transfer not initiated by the employee's request. A partial change in assignment is not an involuntary transfer.
2. Notice of an involuntary transfer shall be given in writing to the affected employee and a copy to the Association. This notice shall be given as soon as practical.
3. An involuntary transfer shall be made only after a meeting between the employee involved, an Association representative, and the Superintendent, at which time the employee and the Association shall be given specific written reason(s) for the involuntary transfer.
4. If as a result of an involuntary transfer, the employee is assigned to move classroom materials, the employee will be reimbursed 1 day per diem.

**ARTICLE 14
COMPLIANCE CLAUSES AND DURATION**

A. SAVINGS CLAUSE

In the event that any provision of this Master Contract Agreement shall become void or illegal during the term of this Master Contract, such provision shall become inoperative, but all other provisions of this Master Contract Agreement shall remain in full force and effect for the duration of the agreement.

B. PRINTING AGREEMENT

Copies of this Master Contract Agreement shall be printed at the expense of the Board and two (2) copies will be placed in each school office. The Master Contract Agreement shall be presented electronically to all employees now employed or hereafter employed, or considered for employment by the Board. It will also be posted on the school website.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Master Contract Agreement to the other pursuant to the provision(s) of the Master Contract Agreement, either party shall do so in writing 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 at:
2011 N. 8th Street
Red Oak, Iowa 51566
2. If by Board, to Association at:
1110 Broadway
Red Oak, Iowa 51566

D. DURATION PERIOD

This Master Contract Agreement shall be effective July 1, 2015, and shall continue in effect through June 30, 2016.

E. SIGNATURE CLAUSE

The parties have signed this Master Contract Agreement as of the 26th day of May, 2015.

RED OAK EDUCATION
ASSOCIATION

By Deb Blomstedt
Deb Blomstedt, President

By John Gambs
John Gambs, Chief Negotiator

RED OAK COMMUNITY
SCHOOL DISTRICT

By Lee Fellers
Lee Fellers, Board President

By Paul Griffen
Paul Griffen, Chief Negotiator

GRIEVANCE REPORT

Schedule 1

_____ Building

_____ Name of Aggrieved Person

LEVEL II

- A. Date Violation Occurred _____
- B. Section(s) of Master Contract Agreement Violated: _____
- C. Statement of Grievance _____

- D. Relief Sought _____

- E. Date of Level One Conference _____

_____ Signature of Grievant

_____ Date Received by Principal
Or Immediate Supervisor

F. Disposition by Principal or Supervisor _____

_____ Signature of Principal or Supervisor

_____ Date

LEVEL III

- A. _____
Signature of Grievant Date Received by Superintendent
- B. Date of Level Three Conference _____
- C. Disposition by Superintendent or Designee _____

_____ Signature of Superintendent or Designee

_____ Date

LEVEL IV

Schedule 2

This schedule includes all Teacher Salary Supplement and Phase 2 Dollars

Base Salary no TSS			\$32,900							
Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
0	1	1.02	1.05	1.08	1.1	1.12	1.14	1.17	1.2	1.22
	\$32,900	\$33,558	\$34,545	\$35,532	\$36,190	\$36,848	\$37,506	\$38,493	\$39,480	\$40,138
1	1.0379	1.0579	1.0879	1.123	1.143	1.1682	1.1882	1.2182	1.2535	1.2735
	\$34,147	\$34,805	\$35,792	\$36,947	\$37,605	\$38,434	\$39,092	\$40,079	\$41,240	\$41,898
2	1.0758	1.0958	1.1258	1.166	1.186	1.2164	1.2364	1.2664	1.307	1.327
	\$35,394	\$36,052	\$37,039	\$38,361	\$39,019	\$40,020	\$40,678	\$41,665	\$43,000	\$43,658
3	1.1137	1.1337	1.1637	1.209	1.229	1.2646	1.2846	1.3146	1.3605	1.3805
	\$36,641	\$37,299	\$38,286	\$39,776	\$40,434	\$41,605	\$42,263	\$43,250	\$44,760	\$45,418
4	1.1516	1.1716	1.2016	1.252	1.272	1.3128	1.3328	1.3628	1.414	1.434
	\$37,888	\$38,546	\$39,533	\$41,191	\$41,849	\$43,191	\$43,849	\$44,836	\$46,521	\$47,179
5	1.1895	1.2095	1.2395	1.295	1.315	1.361	1.381	1.411	1.4675	1.4875
	\$39,135	\$39,793	\$40,780	\$42,606	\$43,264	\$44,777	\$45,435	\$46,422	\$48,281	\$48,939
6	1.2274	1.2474	1.2774	1.338	1.358	1.4092	1.4292	1.4592	1.521	1.541
	\$40,381	\$41,039	\$42,026	\$44,020	\$44,678	\$46,363	\$47,021	\$48,008	\$50,041	\$50,699
7	1.2653	1.2853	1.3153	1.381	1.401	1.4574	1.4774	1.5074	1.5745	1.5945
	\$41,628	\$42,286	\$43,273	\$45,435	\$46,093	\$47,948	\$48,606	\$49,593	\$51,801	\$52,459
8	1.3032	1.3232	1.3532	1.424	1.444	1.5056	1.5256	1.5556	1.628	1.648
	\$42,875	\$43,533	\$44,520	\$46,850	\$47,508	\$49,534	\$50,192	\$51,179	\$53,561	\$54,219
9	1.3411	1.3611	1.3911	1.467	1.487	1.5538	1.5738	1.6038	1.6815	1.7015
	\$44,122	\$44,780	\$45,767	\$48,264	\$48,922	\$51,120	\$51,778	\$52,765	\$55,321	\$55,979
10	1.379	1.399	1.429	1.51	1.53	1.602	1.622	1.652	1.735	1.755
	\$45,369	\$46,027	\$47,014	\$49,679	\$50,337	\$52,706	\$53,364	\$54,351	\$57,082	\$57,740
11	1.4169	1.4369	1.4669	1.553	1.573	1.6502	1.6702	1.7002	1.7885	1.8085
	\$46,616	\$47,274	\$48,261	\$51,094	\$51,752	\$54,292	\$54,950	\$55,937	\$58,842	\$59,500
12	1.4548	1.4748	1.5048	1.596	1.616	1.6984	1.7184	1.7484	1.842	1.862
	\$47,863	\$48,521	\$49,508	\$52,508	\$53,166	\$55,877	\$56,535	\$57,522	\$60,602	\$61,260
13			1.5427	1.639	1.659	1.7466	1.7666	1.7966	1.8955	1.9155
			\$50,755	\$53,923	\$54,581	\$57,463	\$58,121	\$59,108	\$62,362	\$63,020
14				1.682	1.702	1.7948	1.8148	1.8448	1.949	1.969
				\$55,338	\$55,996	\$59,049	\$59,707	\$60,694	\$64,122	\$64,780
	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40

Schedule 3

Supplemental Pay Schedule
 Figured on Base \$30,275 (without TSS)

ATHLETICS	Per Cent	Asst.		MS	
Football	15.50	10.00	(5)	7.50	(4)
Volleyball	15.50	10.00	(2)	7.50	(2)
Cross Country	12.50	8.00			
Girls BB	15.50	10.00	(2)	7.50	(2)
Boys BB	15.50	10.00	(3)	7.50	(2)
Wrestling	15.50	10.00		7.50	
Girls Bowling	6.25				
Boys Bowling	6.25				
Girls Track	15.00	9.75		7.50	(2)
Boys Track	15.00	9.75		7.50	(2)
Co-Ed Track		9.50			
Tennis	11.50	8.00			
Golf	11.50	8.00			
Baseball	15.50	10.00	(2)		
Softball	15.50	10.00			
Wt. Training	7.00				
CHEERLEADERS					
F.B./B.B.	7.00				
Wrestling	3.00				
YEARBOOK					
H.S.	5.50	1.75			
M.S.	3.00	1.75			
MUSIC					
Flag Corps	3.50				
H.S. Instr.	14.50				
M.S. Instr.	8.00				
H.S. Vocal	9.00				
M.S. Vocal	6.00				
H.S. Jazz Band	5.00				
Minnisingers	3.50				
Elem. Vocal	3.00				
SPEECH AND DRAMA					
H.S. Sm. Gr.	3.50	2.75			
H.S. Lg. Gr.	3.50	2.75			
H.S. Play	5.50	4.00			
Debate	3.50				
H.S. Musical	7.50	4.50			
M.S. Actors' Workshop	3.75				
M.S. Play	3.75		(2)	3.00	(2)
STUDENT COUNCIL					
H.S.	4.00				
M.S.	3.00				
SCHOOL PAPER					
H.S.	3.50				
EYE OF TIGER	3.50				
JUNIOR CLASS PROM	2.00		(2)		
SAFETY PATROL	2.00				
HIGH SCHOOL ART	2.50				
MIDDLE SCHOOL ART	2.50				
ELEM. ART SHOW	1.25				
SCIENCE FAIR	1.50				
NTL. HONOR SOCIETY	1.00				
NTL. JR. HONOR SOCIETY	1.00				

AUTHORIZATION FOR PAYROLL
DEDUCTION FOR ASSOCIATION DUES

NAME: _____

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

It is understood that this authorization shall continue unless revoked in writing by a thirty (30) day notice to the Board Secretary.

Date _____

Signature _____

Red Oak Community School District and Red Oak Education Association Memorandum of Understanding Regarding Teacher Leadership and Compensation (TLC) System Effective from July 1, 2015, through June 30, 2016

The Red Oak Community School District (the “District”) and the Red Oak Education Association (the “Association”) have reached agreement to the items listed below in regard to Master Contract articles that will be affected by implementation of the local Teacher Leadership and Compensation (“TLC”) System. Except as otherwise outlined in this Memorandum of Understanding (“MOU”), all terms and conditions of the Master Contract shall continue in full force and effect. This MOU shall be in effect beginning July 1, 2015, and ending June 30, 2016, unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines.

WAGES & SALARIES, Supplemental Pay Increase, Insurance

1. Positions outlined in The TLC Plan will be paid the salary supplement for additional work days as approved and stipulated in the TLC Plan.

2. Each position is for a one-year contract.

There are six separate leadership roles as stated in the District’s DE approved TLC application. In addition to a regular 279 teaching contract, employees selected for these roles shall also be issued a one-year supplemental contract that provides for additional days and supplemental pay as set forth in the District’s DE approved TLC application, which is as follows:

- a. Model Teachers shall receive an annual \$1,000 stipend for two additional days.
- b. Instructional Coaches shall receive an annual \$2,000 stipend for four additional days.
- c. Lead Teachers shall receive an annual \$2,000 stipend for four additional days.
- d. Mentor Teachers shall receive an annual \$2,000 stipend for four additional days.
- e. Teacher leader Coordinator shall receive an annual \$2,000 stipend for four additional day.
- f. Technology coaches shall receive an annual \$2,000 stipend for four additional days.

STAFF REDUCTION

1. **Seniority:** Employees receiving a one-year supplemental contract for a TLC position will be considered to be regular, fulltime bargaining unit positions, and will maintain and continue to accrue seniority as specified in the Master Contract.

- 3. **Reduction or realignment:** If staff reductions or realignment occur due to a reduction in TLC funding or a modification in the District’s TLC plan, the parties will follow the current staff reduction procedures in the Master Contract.

OTHER CONSIDERATIONS

1. **Placement:** The placement of an employee into a TLC position shall be controlled by the criteria outlined in the District’s DE approved TLC application.

2. **Removal:** The removal of an employee from a TLC position shall occur by either (a) the employee providing written resignation, (b) the District removing the employee from the position after providing the employee appropriate due process or (c) the employee and the District mutually agreeing to remove the employee from the position.

3. **Placement after removal:** If an employee is removed from a TLC position, the employee will be placed in the employee’s former position, or if the former position is not vacant and/or does not exist, to another position for which the employee is qualified that is within the employee’s area and category and that is as near as possible to the employee’s prior position, as determined by the Superintendent.