

Master Contract
Corning Community School
Corning, Iowa
2011-12

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Article 1: Recognition

A. Unit Description

The Board hereby recognizes the Corning Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 92) issued by the PERB on the 4th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time professional personnel including classroom teachers, librarian, guidance director, and nurse.

EXCLUDED: Superintendent, principals, technology coordinator, athletic director, and all non-professional employees, and other persons excluded by Section 4 of the Act.

B. Definitions

1. The term "Board," as used in the Agreement, shall mean the Board of Education of the Corning Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean any professional employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this Agreement, shall mean the Corning Community Education Association or its duly authorized representatives or agents who are presently employed by the Corning Community School District.

Article 2: Access to Information

A. Input from the Board

1. The Association may be furnished upon written request from the CCEA President or Chief Negotiator regularly and routinely prepared information concerning the financial condition of the school (including financial report and adopted budget).
2. In addition, the Board and the Administration may grant reasonable requests for other readily available and pertinent information, which may not be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

B. Input from the Association

1. The Association will provide the Board and the Administration a copy of the Annual PERB local Association Report.
2. The Association will provide, upon specific request, other readily available and pertinent information relevant to negotiations or grievance processing that it may have. Nothing herein shall require the Association to research and assemble information.

Article 3: Grievance Procedures

A. Definitions

1. "Grievant," as used in this agreement, shall mean the employee, group of employees, or any association representative.
2. "Grievance," as used in this agreement, shall mean a claim by a grievant that there has been a misapplication or misinterpretation of some provision of this agreement.
3. "Class Grievance," as used in this agreement, shall mean a claim by the Association that there is a grievance involving more than one employee or more than one principal.

B. Individual Rights

A grievant may be represented at all pre-arbitration stages of a grievance by himself/herself or at his/her option by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and voice its opinion at all stages of the grievance procedure.

C. Timeliness

Failure of an administrator to render a decision within prescribed time limits shall permit the grievance to proceed to the next step.

D. Procedures

1. Step 1:
Within twenty (20) school days following an alleged violation of the terms of this agreement, the grievant may present a grievance, in writing, to his/her building principal. Within five (5) school days of the receipt of the grievance, the principal shall arrange for a meeting to discuss the grievance. The principal shall present a written response to the grievance, within five (5) days of the discussion meeting.

2. Step 2:
If the grievance is not satisfactorily resolved at Step 1, the grievance may be referred to the superintendent or his designee within ten (10) school days of receipt of the principal's written response. The superintendent shall arrange for a conference, which shall take place within ten (10) days of the superintendent's receipt of the appeal. Upon conclusion of the conference, the superintendent shall provide a written decision, including reasons, to the grievant and the Association within ten (10) days.

3. Step 3:
 - a. If the grievance is not satisfactorily resolved at Step 2, the grievant, with the Association's approval, may submit the grievance to binding grievance arbitration within ten (10) school days of receipt of the Superintendent's written decision.
 - b. Within ten (10) days of the receipt of notice to arbitrate, the superintendent and the Association will attempt to mutually agree on an arbitrator. Failure to agree on an arbitrator will require a listing of available arbitrators from the "American Arbitration Association" from which an arbitrator will be selected. All procedures and rules of the American Arbitration Association will be followed.
 - c. The Arbitrator selected will confer with all parties involved and issue a decision no later than thirty (30) days from the close of the hearing. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall not make any decision in violation of the terms of this agreement. The decision of the arbitrator shall be binding on the parties involved.
 - d. All costs for services of the arbitrator, including per diem, travel and expenses shall be divided equally between the Association and the Board.

E. Cooperation of the Board and Association

The Board and the Association shall cooperate in all investigations of grievances, and each shall furnish the other any available information as might be requested.

F. Grievance Leave

Pre-arbitration hearings and investigations shall occur at times that do not interfere with the conduct of the school day. Arbitration hearings that require the presence of employees shall necessitate the release of the involved parties, including appropriate Association representatives as selected by the CCEA without loss of pay or benefits.

G. Grievance Files

All documents, communication, and records dealing with grievance processing shall be filed separately from the personnel files of the employee.

Article 4: Dues Deduction

A. Dues Check Off

1. It shall be the responsibility of the Association to inform its members of the dues deduction system and to provide the necessary authorization forms for the deduction.
2. Dues will be deducted by the Board from individual paychecks.
3. Authorization forms are to be signed and returned by the 10th day of September of each new school year. Employees hired after September 10th shall have thirty (30) days from the date of hire to return their authorization form.
4. Individual teachers requesting to have their dues deduction canceled may do so thirty (30) days prior to the effective date. These requests will be honored by the Board and the Association. Dues will be deducted from the first paycheck in September and each succeeding month for the next twelve months so long as no cancellation has been requested.

B. Termination

When an employee terminates employment or should the employer terminate the employment, then dues are canceled for deduction using the date that the Board officially acted on the termination.

C. Indemnity

The Association agrees to indemnify and hold harmless the Board, each individual board member, its secretary, and all administrators against any and all claims arising out of the application of the provisions in the agreement between parties for dues deductions.

D. Maintenance Costs

The Association shall pay the board \$20.00 for the initial bookkeeping and paper work. In addition, the Association will pay a maintenance fee of \$10.00 per month.

E. Transmission of Dues

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

F. Waiver of Grievance

No complaint or grievance arising under this article shall be subject to the grievance procedure.

Article 5: Salary Schedule and Rate of Pay

A. Salary Schedule

The wages and salaries reflected in Schedule A, attached shall be a part of the agreement for the school year and are payments for service performed by employees as determined in Article 10, Section A.

B. Placement on Salary Schedule

1. Teachers new to the District are required to serve the probationary period delineated in section 279 of the Iowa Code.
2. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement. Such placement shall be determined by advancing one (1) vertical step for each year of the actual teaching experience and allotting full credit for all graduate school credits earned. Individual contracts may be issued prior to the effective date of this contract.
3. An employee, who has full-time experience in the Corning Community School System, or any other school system, shall be placed up to the tenth (10) step on the salary schedule, but no higher than the total number of years of experience.
4. New hires, without previous teaching experience, shall be placed on the salary schedule as agreed upon between the school and the employee but no higher than the base step of the lane appropriate to their education.

C. Advancement on Salary Schedule

1. Increments
Employees properly placed on the regular salary schedule shall be granted one (1) vertical step on the schedule for each year of service until the maximum for their education classification has been reached. A year of service consists of employment in the district for ninety (90) or more days in one school year.
2. Educational Lanes
An employee properly placed on the regular salary schedule who qualifies for advancement to a higher educational lane shall move to the corresponding increment step on the higher lane. The educational lane movement shall not preclude his/her already earned vertical increment advancement. An employee who has reached the highest increment step (maximum salary) on the former training lanes shall advance one (1) step on the new training lane if such step is available. Individual contracts will be modified to reflect educational lane changes once each year, effective at the beginning of the school year. The employees shall file an official

transcript with the superintendent by September 10th to receive contract modifications. Grade slips shall be acceptable proof until October 10, at which time a transcript must be on file. Failure to file the official transcript by October 10th shall cause the individual to return to the original placement for the remainder of the contract year.

D. Pay Deduction

Whenever pay deduction is made for an employee's absence, the annual salary divided by the number of employee duty days shall be deducted for each day's absence. "Employee duty days" are defined as all working days, holidays, and vacation days that are used in establishing pay.

E. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month.

2. Exceptions

Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the ten (10) workdays of employment.

3. Final Pay

Each employee who is not returning to the employ of the school district shall have the option of receiving all or any part of his or her earned contracted salary one week after June 15, if the request for that payment is prior to June 1.

4. 403b Tax Sheltered Annuities (TSA) are options for all employees.

F. Extra-Duty Salary Schedule

Extra-curricular wages and salaries reflected in the Schedule B, attached hereto, shall be a part of this Agreement.

G. Extended Contracts

An employee who has a contract that extends beyond the school calendar year shall be compensated with a salary equal to the present rate pro-rated.

H. Complimentary Pass

A complimentary pass to all co-curricular and extra-curricular activities of Corning Community Schools shall be provided to each employee. This is a pass that includes the spouse or a guest. An employee who must work at an activity, which requires an admission fee, may admit his/her children without an admission charge.

Article 6: Group Insurance

A. Coverage

Board provided insurance programs shall be for twelve (12) consecutive months. The twelve-month period shall coincide with the effective date of this Agreement. Employees new to the district shall be covered by the Board-provided insurance no later than one (1) month after initial employment or October 1.

B. Continuation

An employee who has exhausted sick leave accrued due to illness or injury shall have the option of continuing health insurance at his/her employee's expense throughout the balance of the insurance year or until the employee returns to work.

An employee on unpaid leave shall have the option to continue any or all the Board-paid programs by paying the premiums himself/herself to the Board thirty (30) days prior to the billing date. The employee shall be notified of the amount by the board secretary at the commencement of his/her leave and/or at the time of any change in premium rate.

C. Selection of Carrier

Prior to making a decision to change the insurance carrier, the Board shall get a recommendation from the CCEA.

D. Board-Provided Insurance Program

1. Health and Major Medical

The Board shall contribute \$551.53 per month for 2011-2012 toward each employee's cost of insurance. An employee who does not purchase family coverage shall receive the difference as income in an annual payment during the June pay period.

2. Insurance Opt Out

An employee who chooses not to take part in the medical plan must provide verification of insurance coverage under another employer-sponsored group policy. These individuals shall receive \$325.13 per month in salary in twelve cash payments. No new opt out participants shall be accepted following the 2003-2004 contract year. This exclusion shall include both current and future employees.

3. Life Insurance

Each employee of at least .5 times shall be covered by a \$10,000 term life insurance program fully paid by the Board.

E. Workers' Compensation

1. Upon the request of an employee who is absent from work as result of compensable injury incurred in the service of the school district under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee's earned accrual of sick leave.
2. A deduction shall be made from the employee's sick leave accrual time according to the number of sick leave days used.

F. Non-Paid Leave

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within a period of thirty (30) days prior to the billing date, subject to the terms and conditions of the insurance carrier.

Article 7: Sick Leave

A. Personal Illness

1. All employees are allowed a sick leave usable for his/her personal illness of ten (10) working days during their first year of employment, eleven (11) the second year, twelve (12) the third year, thirteen (13) the fourth year, fourteen (14) the fifth year, and fifteen (15) days for each year thereafter without loss of pay. The term of the school year is from July 1 to June 30. The employee should receive a record of accumulated leave each year and sign the office copy to verify its accuracy.
2. If an employee does not use his/her allotted days during the year, the unused days will be added to his/her allowance for the succeeding year. The total number of days that may be accumulated is ninety (90). In case of absences for illness or injury in any one year exceeding the aggregated days allowed for that year, the excess shall be deducted from the employee's accumulated days.
3. If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she may have accumulated from prior years or the current years of service with the district, pursuant to its regulations thereto, payable at the time the regular installments are due under his/her contract, notwithstanding the fact that he/she did not commence actual service under this contract for the school year covered herein.
4. Days of sick leave may be accumulated from ninety (90) to one hundred eight-eight (188) days. The employee shall be entitled to full pay less the cost of the substitute for these ninety-eight days.

B. Unused Sick Leave

When retiring, any employee with fifteen (15) years of continuous service to the district who has accumulated a minimum of 90 full-pay sick days at the end of the year of retirement will be reimbursed at one-half (1/2) substitute rate of pay for those 90 full-pay sick days.

C. Sick Leave Transfer

Thirty (30) days of sick leave may be transferred in from another district, or a combination of districts, should they be continuous in length with no breaks in time between districts.

Article 8: Temporary Leaves of Absence

A. Paid Leave

1. Personal Leave

Each employee shall have two (2) days leave per year to be used for personal affairs, without loss of pay. Personal leave days shall be credited to the employee as of the first official workday of the school year and unused days shall be accumulated to a total of three (3) days. An employee shall arrange for personal leave with the superintendent or his/her designee, at least one day in advance. Personal leave may not be used on the day immediately preceding or the day following holidays or vacations, or the first and last student sick days of the school year. Personal days shall not be deducted from sick leave.

2. Jury and/or Legal Leave

Any employee called for jury duty or who is required to appear in any judicial or administrative proceeding, or who is required to testify in any fact-finding or arbitration hearing, shall be excused from duty without loss of pay. Jury/Legal leave days shall not be deducted from sick leave.

3. Family Illness Leave

An employee shall be excused from duty, without loss of pay, for up to three (3) days at any one time for serious illness or injury of a family member requiring medical attention. Family illness leave days shall be deducted from the sick leave. Family shall be defined as immediate family members, which includes spouse, parent of the employee, child, or other relative living with the employee for whom they are responsible.

Special circumstances will be granted at the discretion of the administration.

4. Bereavement Leave

An employee shall be excused from duty, without loss of pay:

- a. For up to five (5) days at any one time, in the event of the death of a member of the employee's family.
- b. To attend funeral services in the event of the death of a friend
- c. For special situations at the discretion of a building administrator.

Bereavement leave shall not be deducted from sick leave.

5. Association Leave

Up to a total of (2) days paid leave shall be available for representatives of the Association to attend the ISEA delegate assembly/official lobby days. Notice will be given to the building principal at least three days in advance.

6. Professional Leave

Each employee may be entitled to use at least two (2) professional days, with additional days at the discretion of the administration, to attend conferences, meetings, or other professional gatherings in a non-supervisory capacity.

B. Unpaid Leave

The superintendent, or his/her designee, for good reason shall grant unpaid temporary leaves of absence. One full day's salary shall be deducted, prorated using the number of the individual contract days, for leaves granted under this provision. Unpaid leave days shall not be deducted from sick leave.

Article 9: Extended Leaves of Absence

A. Parental

Except as provided by the Family and Medical Leave Act, all employees shall be eligible for parental leave subject to the following conditions:

1. Notification

The Employee shall notify the board as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave.

2. Returning Rights

Upon returning to employment, the employee shall resume all previous accrued rights and privileges.

3. Benefits

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

4. Advancement on Schedule

An employee shall be entitled to all raises and increments upon return, if the employee serves at least one-half (90 days) of the school year. The ninety- (90) day period need not be continuous.

5. Extension Without Pay

Parental leave will be allowed for up to two years without pay. Should leave need to be extended to a second year, the employee shall notify the Board on or before March fifteenth (15th) of the current leave year.

6. Adoption

In cases involving the adoption of a child, these policies shall apply, where appropriate.

B. Public Office

A leave of absence, without pay, shall be granted to an employee for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued had such leave not been taken, provided that employee has taught ninety (90) days during the school year.

C. Extended Family Illness

A leave of absence, without pay, for up to two years shall be granted to an employee for the purpose of caring for a sick or injured member of his/her immediate family.

D. Association Officer

A leave of absence, without pay, shall be granted, for up to two (2) years, to an employee for the purpose of serving as an officer of the Association or its affiliates. Upon return from such leave, the employee shall be placed at the same position on the salary schedule as he/she left, unless additional hours have been taken, and shall maintain the same fringe benefits that he/she would have accrued, had such leave not been taken.

E. Improvement

A leave of absence, without pay, for up to two (2) years shall be granted to an employee for the purpose of engaging in study at an accredited college or university. Upon return from such leave, the employee shall be moved to the educational lane that he/she qualify for when an official transcript has been provided to the Board's Secretary. The employee shall maintain the same fringe benefits, as he/she would have accrued had such leave not been taken.

F. Recall

If an employee's position is reduced during an extended leave of absence, the employee shall have the following rights:

1. Recall rights for two years.
2. Unemployment wages.
3. Retention of any seniority accrued prior to reduction.

Article 10: Length of the School Year

A. School Calendar

The school board shall, prior to May 1 of each school year, establish the number of school days and employee duty days for the next school year. The employee shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

B. Emergency Closing

In the event that a student day or employee duty day is lost for any emergency, the employee shall perform duties on that day, or other such days within the school calendar year, as the school board or its designated representative shall determine, if any.

Article 11: Hours of Service

A. Lunch Period

Employees will be provided a duty-free lunch period extending at least (30) minutes in continuous length.

The Board reserves the right to extend the student day as needed to protect instructional time and scheduling needs.

B. Leaving the Building

Employees may leave the building without requesting permission during their scheduled lunch period and with permission during their preparation time.

C. Preparation Time

Classroom employees shall, in addition to their lunch period, have preparation time that will be no less than 170 minutes per five-day workweek. This preparation time shall not include the time prior to or after the student day.

D. Additional Activities

In addition to the basic school day, employees may be asked to participate in school activities beyond the basic day. The normal duties for employees include no more than four (4) extra-curricular, co-curricular, and/or supervisory activities. A sign-up sheet will be made available, no later than, the first pre-school in-service day. In the event sufficient volunteers cannot be found to fill the activities, employees may be assigned on the basis of seniority with the least senior employees being assigned first.

E. Pay for Teaching During Preparation Periods

Teachers who use their preparation period to take a class for another teacher shall be paid for each class using the time schedule below. Preparation periods will be assigned to each teacher by his or her respective building principals.

Under 15 minutes	No Pay
15 minutes to 30 minutes	\$ 8.00
31 minutes to 1 hour	\$16.00
61 minutes to 90 minutes	\$24.00

F. In-service

At least one (1), two hour in-service will be held each month.

Article 12: Teaching Assignments

A. Prior Notice
Employees shall have the opportunity to discuss with their respective building principals prior to signing a contract, their anticipated teaching assignments for the following year.

B. Assignment Changes
Prior to summer vacation, for those employees who might not be teaching the same subject area or grade level, each building principal shall discuss with their respective employee any new anticipated assignments.

During summer vacation, if teaching assignments need to be altered, the affected employees will receive written notification.