

**AGREEMENT**

between the

**GILBERT EDUCATION ASSOCIATION**

and the

**GILBERT COMMUNITY SCHOOL DISTRICT**

for the

***SCHOOL YEARS***

2008-2009

2009-2010

2010-2011

2011-2012

Gilbert, Iowa

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ARTICLE I

**PREAMBLE**

The Board of Directors of the Gilbert Community School District and the Gilbert Education Association recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE II

**RECOGNITION**

A. The Board of Directors of the Gilbert Community School District hereby recognizes the Gilbert Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 232) issued by the PERB on the thirtieth day of September, 1975.

The unit described in the above certification is as follows: All regular full-time certified teachers and regular part-time certified teachers including guidance counselors, librarians, and nurses.

Excluded are all other employees and, in particular, those excluded under Section 4 of the Public Employment Relations Act.

B. Definitions:

1. The term "Employer" as used in the Agreement shall mean the Gilbert Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Gilbert Community School District or its duly-authorized representatives.

2. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described above.

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

ARTICLE III

**GRIEVANCE PROCEDURES**

A. Definition. Any allegation by an Employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. Steps.

Level One - Informal

In the event the Employee or the Association believes there is a basis for a grievance, he/she/it shall first discuss the alleged grievance with the building principal in a scheduled meeting within ten (10) school days after the alleged violation occurred.

If, as a result of the informal discussion with the building principal, a grievance still exists, the following formal grievance procedure may be invoked by the Employee or by the Association.

Level Two - Principal

The grievant shall submit to the building principal a copy of the written grievance form, signed by the grievant, within ten (10) school days after the informal meeting with the building principal. Within ten (10) school days of receipt of the formal written grievance, the building principal shall meet with the grievant. The building principal shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant.

Level Three - Superintendent

If the grievant is not satisfied with the disposition of the grievance, the grievance shall be submitted in writing to the Superintendent within ten (10) school days of the building principal's decision. Within (10) school days of receipt of the written grievance, the Superintendent or his/her designee shall meet with the grievant. Such meetings shall be scheduled outside the grievant's working day. The Superintendent shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant and to the Association, if it is an Employee grievance.

#### Level Four - Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the Association shall meet within five (5) school days of the disposition by the Superintendent. The Association may submit the grievance to binding arbitration within ten (10) school days of the disposition by the Superintendent by filing a request for arbitration with the Superintendent.

Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Association shall make a written request for a list of seven (7) arbitrators to the Iowa Public Employment Relations Board. The parties shall determine by lot which party shall be the arbitrator.

The arbitration hearing shall be held outside of the school day and shall be closed to all persons except the grievant, his/her representatives, the administration, the Board and its representatives and the witnesses.

It shall be the function of the arbitrator to make a written decision setting forth findings of fact, reasoning and conclusions on the issue(s) submitted. The authority of the arbitrator shall be strictly limited to deciding only the issue(s) presented in writing by the Board or the grievant. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. No decisions of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provisions or statutes.

The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

The arbitrator's decision shall be made within thirty (30) calendar days after the close of the hearing or after the filing of post hearing briefs.

C. Choice of Forum. If any employee or the Association files a claim under Chapter 279, the Employer shall not be required to process any claim based on similar facts or claims through the grievance procedure.

ARTICLE IV

**DEDUCTIONS**

A. Association Deductions.

1. The Association will inform each of its members of the voluntary nature of authorization for each deduction of pay to cover dues and the prescribed procedure for authorizing the deduction, as well as the provisions and procedure for revoking an authorization.

2. The Association agrees to acquire and distribute to its members an authorization card advising the members that the dues deduction is voluntary on the member's part and that the member also may terminate the dues check-off at any time by giving thirty (30) days written notice to the Employer.

3. Deductions under this provision shall only include the regular periodic amounts required to maintain the Employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines, or similar items.

4. Authorization cards for new Employees must be received in the business office of the School District by 9:00 a.m. on the third working day of each month. Any cards filed after this time will have the dues deducted the following month.

5. For those Employees who turn in authorization cards prior to the third working day in September, the dues deduction shall be on the basis of one-twelfth (1/12th) of the total amount of dues to be deducted. Those Employees who begin dues deductions after the third working day in September shall have one-twelfth (1/12th) of the total dues deducted for the remaining pay periods.

6. The Employer shall transmit to the Association the dues deducted within fifteen (15) working days of the last working day in each month.

B. Other Deductions. Upon appropriate written authorization from the Employee, the Employer shall deduct from the salary of any Employee, and make appropriate remittance, for family insurance premiums, tax-sheltered annuities payments, and the United Way.

C. The Association agrees to indemnify and hold harmless the Employer, the Board, and the Employers authorized representatives from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make deductions or Association dues, insurance, tax-sheltered annuities, and United Way.

ARTICLE V

**HOURS**

- A. The work day shall consist of not more than eight hours, except as modified below.
- B. On Fridays and on days immediately preceding holidays and vacation periods, the work day shall end upon departure of the buses. The exception would be if school is dismissed early because of heat. The work day would then end at 3:00 p.m.
- C. Employees shall have a daily, duty-free lunch period of at least twenty-six (26) minutes, except when assigned to noon supervision, which shall not occur more than twenty (20) times per year.
- D. In addition to the regular eight hour work day, Employees may be required to attend two faculty meetings each month. Meetings shall be limited to thirty minutes beyond the regular eight hour work day. Meetings may be scheduled at either end of the regular eight hour work day. Faculty meetings shall not be called after the regular school day on Fridays or on any day immediately preceding holidays or vacation periods.
- E. Other supervisory duties may be assigned.

ARTICLE VI

**EMPLOYEE WORK YEAR**

- A. Employee attendance shall not be required whenever student attendance is not required due to hazardous travel conditions. Employee attendance shall be required without additional compensation when, in the judgment of the Board, it is necessary to make up such days to fulfill the statutory requirement regarding number of days taught.

**LEAVES OF ABSENCE**

A. Sick Leave.

Employees are granted leave of absence for personal illness or injury, doctor's or dentist's appointments, or for pre or post operative doctor's appointments with full pay in the following amounts:

1	The first year of employment	10 days
2.	The second year of employment	11 days
3.	The third year of employment	12 days
4	The fourth year of employment	13 days
5.	The fifth year of employment	14 days
6.	The sixth year and subsequent years of employment	15 days

The above amounts shall apply only to consecutive years of employment in the Gilbert Community School District and unused portions shall be cumulative to a maximum of one hundred thirty-five (135) days. Upon written request, Employees will be given a written accounting of accumulated sick leave within ten (10) days of such request. The Employer may require such reasonable evidence as it may desire confirming the medical necessity for such leave of absence.

B. Professional Leave.

Two (2) days paid leave, not cumulative, will be granted to employees each year for visiting other schools or for attendance at meetings in the employees' subject matter areas. Only one (1) of the two (2) days may be used for attending athletic clinics, which must be in a sport the Employee is currently coaching in the District. No more than two (2) Employees may be gone from a building at one time and no more than one (1) Employee may attend the same meeting or visitation, except upon permission of the building principal. Request for professional leave shall be filed in writing with the building principal at least five (5) school days in advance of the requested leave. Additional days may be assigned at the discretion of the Employer.

C. Bereavement Leave.

Employees shall be granted paid leave time in the amounts of time and death in the family as follows:

Death of Employee's spouse, child, parent, parent-in-law, 5 days  
child-in-law, grandchild or sibling

\*One day of bereavement leave may be used for estate business at a time determined by the employee, within one calendar year from first day of bereavement taken.

Death of Employee's grandparent or sibling-in-law 3 days

In the event of the death of a person other than those mentioned above, an Employee may be granted by the Employer up to one (1) day of paid leave to attend the funeral.

D. Family Illness.

Employees may be granted a maximum of five (5) days paid leave per year, for illness of the Employee's spouse, child, sibling, parent, parent-in-law, child-in-law or grandchild. Such leave must be approved by the building principal, who may require such reasonable evidence as he desires confirming the medical necessity and who may determine the need for the employee to be absent from duty. Leaves for family illness shall be deducted from any accumulated sick leave.

E. Association Delegate Assembly Leave.

Certified delegates will be granted up to two (2) days leave per year to attend ISEA Delegate Assembly.

F. Jury Duty Leave.

An Employee who is called for jury service shall be permitted to be absent from his/her duties. An Employee who receives a jury duty interview and appearance notice shall notify the Superintendent within one (1) day of such notice. If an Employee reports for jury duty, he/she shall furnish the Superintendent a written statement from an appropriate public official listing the dates served and the amount of payment received for jury duty. The Employee will be paid the difference between his/her normal salary and the amount received for jury service, provided he/she make himself/herself available for work within his/her regular work schedule when not occupied for jury service. Any Employee abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

G. Military Leave.

A military leave will be granted to an Employee in accordance with applicable federal and state laws governing military leave. Such leaves shall be without pay except as provided by Chapter 29A of the Code of Iowa. An Employee on military leave shall be credited with experience on the salary schedule if the Employee performs services at least ninety-four (94) contract days. Sick leave will accumulate during the period of military leave.

H. Personal Leave.

Employees shall be allowed two (2) days paid leave per year for personal leave to be used at the discretion of the employee. An employee planning to use a leave day shall notify his/her principal five (5) school days in advance, if possible. No more than three (3) members of the staff at each building may use the same day.

Employees who do not use their personal leave during the year may carry over one day of personal leave, not to exceed three (3) days available in any one school year.

Personal Leave shall not be granted the first or last day of the school year, nor the day immediately preceding or immediately following a recess period or holiday, except in the event of graduation exercises for the employees, the employee's spouse or child: the wedding ceremony of a child; an honors convocation honoring the employees, the employee's spouse or child, the military departure of a child, the wedding of the employee, or a state sanctioned extra-curricular event involving the employee's spouse as a coach/sponsor or child as a participant.

In addition to the restrictions noted in paragraph 3, personal leave shall not be granted during scheduled professional development time as established on the school calendar, unless approved at the discretion of the superintendent and/or designee.

**EXTENDED LEAVES OF ABSENCE**

A. Types of Extended Leave.

Employees may be granted, at the sole discretion of the Board, an extended leave of absence for the following reasons and for the following periods of time:

1. Campaigning for or serving in a public office up to 8 school semesters
2. Engaging in study full-time at an accredited college or university when such study is related to the Employee's teaching assignments up to 2 school semesters
3. Serving in VISTA, the National Teachers Corps, or the peace corps up to 2 school semesters
4. Taking care of a new-born child, or adopted child up to 2 school semesters
5. Other extended leaves when the Board determines the reason is sufficient up to 2 school semesters

B. Application for Extended Leave.

An Employee desiring to take an extended leave of absence must file a written request with the Board of Directors. The request must be filed by March 1 if the leave request is for the following school year or for the first Semester of the following school year. The request must be filed by October 1 if the request is for the second semester of the school year.

C. Term of Leave of Absence.

Extended leaves shall be granted in segments of one semester in order to avoid disruption to the educational program, except for leave for caring for a new-born child, which may be for the remainder of the semester in which the child is born and for the following semester.

D. Benefits While on Extended Leave.

Extended leaves of absence shall be without pay and without benefits, subject to FMLA. Upon return from an extended leave of absence, the Employee shall be placed on the salary schedule at the same step, and the Employee shall be granted any accumulated paid leaves he/she had at the time of initiation of the extended leave.

E. Assignment Upon Return.

The Employee will not be guaranteed the same assignment as when he/she initiated the leave.

ARTICLE IX

**HEALTH PROVISIONS**

A. New Employees.

All new Employees are required to undergo a pre-employment physical to receive verification of fitness to work. The employee will be directed to the physician's office of the district's choice for said physical. The cost of the physical examination will be paid by the district.

B. Continuing Employees.

The Employer may require a subsequent examination when, in its judgment, such an examination is relevant to an Employee's performance of status. The examining physician shall be selected by the Employer, and the Employer shall pay the cost of such examination.

C. Tuberculosis Test.

Employees who are positive reactors or allergic to the tuberculin skin test will be required to file the results of a chest x-ray. The Employee shall be reimbursed for the costs of such x-ray upon receipt of proof of charges.

ARTICLE X

**INSURANCE**

A. Life Insurance.

The Employer shall pay the premium for term life insurance for Employees who work at least twenty (20) hour per week according to the following schedule:

<u>Annual Compensation</u>	<u>Life Insurance</u>
\$20,000 or more	\$20,000
\$18,000 or more but less than \$20,000	\$18,000
\$16,000 or more but less than \$18,000	\$16,000
\$14,000 or more but less than \$16,000	\$14,000
\$12,000 or more but less than \$14,000	\$12,000
\$10,000 or more but less than \$12,000	\$10,000
\$8,000 or more but less than \$10,000	\$ 8,000
\$6,000 or more but less than \$ 8,000	\$ 6,000
\$4,000 or more but less than \$ 6,000	\$ 4,000
Less than \$4,000	\$ 2,000

B. Long Term Disability Insurance.

The Employer shall pay the premiums for long term disability insurance for Employees which provides benefits equal to 60% of the Employee's covered monthly compensation to a maximum benefit of \$7,000 less any payments for that month for which the Employee and the Employee's dependents are eligible under the Federal Social Security Act and any accrued benefits received under IPERS or any other retirement benefit plan of the District. Once established, the monthly income benefit shall not be further reduced by subsequent increases in social security benefits.

The qualifying period shall be three consecutive months.

C. Flexible Spending Account.

The Employer shall provide a monthly allowance for each employee working a minimum 20 hours per week. Full allowance would be available to employees who work at least nine (9) months per year and at least twenty-seven and one-half (27.5) hours per week. Half of the allowance would be available to employees who work at least nine (9) months per year and at least twenty (20) but less than twenty-seven and one-half (27.5) hours per week. This allowance may be applied toward the purchase of employee benefits from a menu of options. The annual flex amount will be determined by the total premium for the single Co-pay 1000 health insurance and the single dental insurance.

All insurance coverage is subject to the insurance carriers' conditions and regulations. This section of the contract in its entirety shall not be grievable.

ARTICLE XI
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**EXTRA CURRICULAR ASSIGNMENTS**

Any assignments listed on the extra-curricular duty schedule which is in addition to the regular eight hour work day shall not be obligatory but by mutual agreement of the principal and the Employee. Employees presently having such assignments may terminate such duties only by mutual agreement with their principal.

ARTICLE XII

**TRANSFER PROCEDURES**

A notice of an opening creating any opportunity to transfer shall be posted in each building at least five (5) business office work days before the final date when applications must be submitted. A vacancy that occurs during the summer months will be posted at the central office and mailed to the Association president. Any Employee possessing the necessary qualifications may apply for consideration for any posted vacancy. Such applications must be in writing and received in the Superintendent's office by the date posted on the notice. An application must be made each time an opportunity is posted, and applications shall not carry over from one opportunity to transfer to another. All applications for transfer shall be considered along with any applications from non-employees. The filling of the vacancy shall be based upon the needs of the District as determined by the Employer in its sole discretion. Employees shall be notified if they are denied a transfer. If the Employee involved desires, a meeting between the Employee and the Employer will be held to explain the denial. The five (5) days posting period shall be waived by mutual agreement of the superintendent and the president of the Gilbert Education Association in emergency situations.

ARTICLE XIII

**PROCEDURE FOR STAFF REDUCTION**

A. The Employer shall have the sole and exclusive right to determine when it is necessary to have a reduction in staff.

B. In the event the Employer determines a reduction in staff is necessary, the Employer shall attempt to accomplish the reduction by attrition within the professional category where reduction is to be made, unless the Employer determines that programs cannot be maintained.

C. In the event reduction in staff cannot be adequately accomplished under Section B, the Employer shall attempt to reduce those Employees teaching within the professional category where reduction is to be made who have completed less than two (2) continuous years of professional service in the District, unless the Employer determine that programs cannot be maintained. In the event more than one Employee within the professional category where reduction is to be made have less than two (2) continuous years of professional service in the District, the Employer shall have sole discretion in determining which Employee shall be reduced.

D. In the event reduction in staff cannot be adequately accomplished under Section B and C, the Employer shall attempt to reduce those Employees teaching within the professional category where reduction is to be made with the least continuous professional experience with the District, unless the Employer determines that programs cannot be maintained.

E. Professional categories shall include:

Grades:

K-6 Regular Classroom

K-6 by subject area - Remedial Reading, Learning Disabilities, Talented & Gifted

7-12 by subject area - Language Arts, Social Studies, Science, Home Economics, Mathematics, Industrial Arts, Drivers' Education, Spanish, Business Education, Guidance, Learning Disabilities, Vocational Agriculture

K-12 by subject area - Art, Vocal Music, Instrumental Music, Nurse, Physical Education, Librarian

F. The phrase "unless program cannot be maintained" shall mean (1) that other teachers teaching in the affected professional category are not fully certified, approved, and/or endorsed to teach the remaining assignments in the professional category; or (2) that other teachers in the District are not available to teach in another professional category in which the Employee to be reduced also teaches; or (3) that another teacher in the District is not fully certified or available for an extra-curricular assignment which the Employee to be reduced also is assigned to handle.

G. Any Employee whose contract is fully terminated pursuant to this Article shall have recall privileges to a vacancy in the professional category that the Employee was teaching in immediately prior to said termination for two (2) years from the effective date of his/her termination: provided the Employee specifically requests in writing that he/she desires to be recalled and provided the Employee is fully certified, endorsed and approved for the vacant position. Such written request must be filed with the Superintendent within twenty (20) calendar days after notification to the teacher of termination.

The School Board Secretary shall be kept informed of the current address and telephone number of the Employee.

Failure to report to work upon recall within fourteen (14) calendar days from the date such notice is sent shall result in loss of recall rights.

Positions of substitute teacher shall be offered to Employees on recall, as appropriate to the professional category being filled.

Accumulated leave benefits to which an Employee was entitled at the time of his/her layoff, will be restored to the Employee upon his or her return to active employment and the Employee will be placed on the proper step of the salary schedule for the Employee's current position according to the Employee's experience and education.

H. This Article shall not apply to Employees hired to replace an Employee on leave of absence or to Employees hired after September 1 for the school year in which reductions are made. Matters concerning reduction, termination or recall of these Employees, shall not be subject to the grievance procedures.

**EVALUATION PROCEDURES**

A. The Superintendent or his designated representative has the responsibility for appraisal of all certified personnel within the School District.

B. By September 30<sup>th</sup> of each school year, a member of the administrative staff shall acquaint employees with the evaluation procedures, criteria, and instruments. An employee starting work after the beginning of the school year shall be given such notification no later than one (1) week prior to the first formal evaluation. The beginning Employee, without previous experience, shall be formally evaluated a minimum of three (3) times each of the first two years of employment. The performance of Employees with experience in their first through second years of employment within the District shall be formally evaluated a minimum of two (2) times each of the first two years of employment and a summative report will be completed by March 30<sup>th</sup> of the second year. Employees thereafter shall have their performance formally evaluated a minimum of once in a three (3) year period. The formal observation for career teachers shall occur prior to April 15<sup>th</sup>. An employee may request an evaluation at any time and the administrative staff shall conduct such formal evaluations whenever the administration determines it is advisable.

C. The formal evaluation procedure shall include a classroom and/or other building area visitation by the administrative staff of the District.

D. Results of the formal evaluations provided for in this Article shall be in writing.

E. The evaluator shall have a meeting with the Employee within six (6) school days (or date agreed by mutual agreement) following the formal evaluation and at that time a copy of the evaluation shall be given to the Employee. The Employee will be asked to sign the written evaluation; however, such signature shall only indicate the Employees' awareness of the evaluation but shall not be interpreted to mean agreement with the content of the material. The Employee may within five (5) school days submit a written position, which shall be attached to the file copy of the evaluation in question.

F. Such formal written evaluations and any responses thereto shall be maintained in a personnel file for such Employee for a period not less than three (3) years from the date such evaluation was made.

G. In the event an Employee receives a less than satisfactory rating on the formal evaluation in specific teaching areas, the evaluator shall present, in writing, suggestions for ways to improve the areas rated less than satisfactory.

H. Personnel Files.

1. All formal evaluations made pursuant to this Article shall be kept in a confidential personnel file maintained in the central office.

Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated Employee, the Board of Directors, the administrative staff, the State Board of Education, the board and the administrative staff of any school to which such Employee applies for employment, and such other persons specified by the Employee in writing.

2. Material shall not be placed in the Employee's file unless the Employee has had an opportunity to read the material and affix his/her signature on the copy to be filed. Such signature shall only indicate the Employee's awareness of the material but shall not be interpreted to mean agreement with the content of the material. In the event an Employee refuses to sign any material, the refusal may be attested to in writing by the principal and a representative of the teaching or administrative staff in the presence of the Employee.

3. Employees shall have the opportunity to review their personnel files, with the exception of confidential letters of recommendations and college and university credentials or other confidential material. Such review shall be conducted in the presence of the principal, superintendent or designee during ordinary office hours, and at a time when the Employee is not required to be on duty. No material shall be removed from the file by the Employee during such review. The Employee shall have the right to respond to all materials contained in the Employee's personnel file, such response to be dated and signed and attached to the item in question and inserted in the personnel file. The Employee must file such response within five (5) school days of the time the matter is brought to their attention.

I. An Employee may have any evidence of competence, professionalism, or outstanding performance or service he/she chooses, placed in his/her personnel file at the central office.

J. All Employee evaluations are to be fair and accurate. Any Employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, and inaccurate through the grievance procedure set forth in this agreement.

**WAGES AND SALARIES**

A. Schedule.

The salary of each Employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part of this Agreement.

B. Placement on Salary Schedule.

1. The Employee's status on the salary schedule shall be determined by the official transcript, which each Employee must have on file in the Superintendent's office.
2. Up to ten (10) years credit may be allowed by the Board.
3. Any new Employee hired prior to November 1 will be given credit for one (1) year's service toward the next increment step for the following year.
4. The school nurse shall receive 80% of B.S. lane at the step corresponding to employee's experience.

C. Advancement on Salary Schedule – Increments.

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service within the District until the maximum step for their educational classification is reached.

1. Employees desiring reclassification on the salary schedule shall take courses at an accredited college or university in the Employee's area of assignment or in education. All courses taken to meet this provision shall be approved in advance by the Superintendent.

2. An Employee must file a written request with the superintendent by March 1st of the current school year in order to qualify for a salary reclassification for the following school year and verification of credits earned must be filed with the Superintendent no later than September 10th for the Employee to earn a salary reclassification.

D. Professional Development.

1. All Employees on the BS, BS+10, BS+20, and BS+30 salary classifications shall complete at least eight (8) semester hours of credit once every five (5) years from the date of initial employment in the Gilbert Community School District. Courses must meet Department of Education requirements for recertification. Employees on two (2) year provisional certificates must also meet all Department of Education recertification requirements.

2. Employees who have not fulfilled the professional development requirement shall receive no salary increase until the professional development requirement has been met and proof provided to the Superintendent.

3. Full-time Employees shall be permitted to enroll for a maximum of six (6) semester hours of credit per semester during the regular school year. Enrollment in excess of this number must be approved in advance by the Superintendent

E. Pay Period.

1. Each Employee shall be paid in twelve (12) equal installments on the 20th of each month. If the 20th falls on a Saturday or Sunday, Employees shall receive their paychecks on the preceding Friday.

2. An Employee with no prior teaching experience who is new to the District may, at his or her option, receive 50% of the first salary installment after the completion of two (2) weeks employment. The remaining 50% shall be paid on September 20th.

**FINALITY AND EFFECT**

A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualified waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. Both parties, by mutual agreement, may modify or amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written is binding.



**GILBERT COMMUNITY SCHOOL DISTRICT**  
**SCHEDULE A**  
**SALARY SCHEDULE**  
**2010-2011**

<b>STEP</b>	<b>BS</b>	<b>BS+10</b>	<b>BS+20</b>	<b>BS+30</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>	<b>STEP</b>
<b>1</b>	1.00 30,775	1.04 32,006	1.08 33,237	1.12 34,468	1.20 36,930	1.25 38,469	1.30 40,008	<b>1</b>
<b>2</b>	1.04 32,006	1.08 33,237	1.12 34,468	1.16 35,699	1.24 38,161	1.29 39,700	1.34 41,239	<b>2</b>
<b>3</b>	1.08 33,237	1.12 34,468	1.16 35,699	1.20 36,930	1.28 39,392	1.33 40,931	1.38 42,470	<b>3</b>
<b>4</b>	1.12 34,468	1.16 35,699	1.20 36,930	1.24 38,161	1.32 40,623	1.37 42,162	1.42 43,701	<b>4</b>
<b>5</b>	1.16 35,699	1.20 36,930	1.24 38,161	1.28 39,392	1.36 41,854	1.41 43,393	1.46 44,932	<b>5</b>
<b>6</b>	1.20 36,930	1.24 38,161	1.28 39,392	1.32 40,623	1.40 43,085	1.45 44,624	1.50 46,163	<b>6</b>
<b>7</b>	1.24 38,161	1.28 39,392	1.32 40,623	1.36 41,854	1.44 44,316	1.49 45,855	1.54 47,394	<b>7</b>
<b>8</b>	1.28 39,392	1.32 40,623	1.36 41,854	1.40 43,085	1.48 45,547	1.53 47,086	1.58 48,625	<b>8</b>
<b>9</b>	1.32 40,623	1.36 41,854	1.40 43,085	1.44 44,316	1.52 46,778	1.57 48,317	1.62 49,856	<b>9</b>
<b>10</b>	1.36 41,854	1.40 43,085	1.44 44,316	1.48 45,547	1.56 48,009	1.61 49,548	1.66 51,087	<b>10</b>
<b>11</b>	1.40 43,085	1.44 44,316	1.48 45,547	1.52 46,778	1.60 49,240	1.65 50,779	1.70 52,318	<b>11</b>
<b>12</b>	1.44 44,316	1.48 45,547	1.52 46,778	1.56 48,009	1.64 50,471	1.69 52,010	1.74 53,549	<b>12</b>
<b>13</b>			1.56 48,009	1.60 49,240	1.68 51,702	1.73 53,241	1.78 54,780	<b>13</b>
<b>14</b>			1.60 49,240	1.64 50,471	1.72 52,933	1.77 54,472	1.82 56,011	<b>14</b>
<b>15</b>			1.64 50,471	1.68 51,702	1.76 54,164	1.81 55,703	1.86 57,242	<b>15</b>
<b>16</b>					1.80 55,395	1.85 56,934	1.90 58,473	<b>16</b>
<b>17</b>					1.84 56,626	1.89 58,165	1.94 59,704	<b>17</b>
<b>18</b>					1.88 57,857	1.93 59,396	1.98 60,935	<b>18</b>
<b>C.I.</b>				Career Increment	\$ 739 58,596	\$ 769 60,165	\$ 800 61,735	<b>C.I.</b>

**SCHEDULE B  
EXTRACURRICULAR DUTY SCHEDULE**

<u><b>HIGH SCHOOL COACHES</b></u>	<u><b>Percentage of BS Base Step 1</b></u>
Head Football	15%
Head Boys' Basketball	15%
Head Girls' Basketball	15%
Head Baseball	15%
Head Softball	15%
Head Wrestling	15%
Head Volleyball	13%
Head Girls' Track	11%
Head Boys' Track	11%
Head Cross Country	11%
Head Girls' Golf	11%
Head Boys' Golf	11%
Head Girls' Soccer	11%
Head Boys' Soccer	11%
Assistant Football	9%
Assistant Boys' Basketball	10%
Assistant Girls' Basketball	10%
Assistant Softball	9%
Assistant Baseball	9%
Assistant Wrestling	9%
Assistant Volleyball	9%
Assistant Track	9%
Assistant Cross Country	9%
Assistant Soccer	9%
<u><b>JUNIOR HIGH COACHES</b></u>	
Football	6%
Boys' Basketball	6%
Girls' Basketball	6%
Boys' Track	6%
Girls' Track	6%
Volleyball	6%
Wrestling	6%
Cross Country	6%
Soccer	6%
Baseball	6%
Softball	6%
<u><b>OTHER TEACHERS AND SPONSORS</b></u>	
Band Director	14%
Vocal Music Director (includes directing musicals)	14%
Winter Cheerleader Sponsor	6%
Trainer	5%
Speech	4.5%
Fall Cheerleader Sponsor	4%
Dramatics (per production - max. of 2/year)	4.5%
Jr. High Band	5%
Club Sponsors	1.5%
Assistant Dramatics (per production - max. of 2/year)	2.5%
Elementary Music Director	3%
Senior High Student Council	3%
Junior High Student Council	1.5%
Junior Class Sponsor	1%
Yearbook Sponsor	3.5%
Summer Weightroom Sponsor	6%
Spring Weightroom Supervisor	4%
Fall Weightroom Supervisor	4%

**ARTICLE XVII**

All provisions of the Agreement shall become effective on July 1, 2008 and shall continue in effect through June 30, 2012, with the following exceptions: the duration of Article X, Insurance, shall be effective from September 1, 2008, and shall continue in effect through August 31, 2012, and duration of Salary Schedule A shall be effective from July 1, 2009, and shall continue in effect through June 30, 2010.

This agreement signed this 21<sup>st</sup> day of April 2009.

**GILBERT COMMUNITY  
SCHOOL DISTRICT**

**GILBERT EDUCATION ASSOCIATION**

By \_\_\_\_\_  
John Kinley  
Chief Negotiator

By \_\_\_\_\_  
Jon Davis  
Chief Negotiator

By \_\_\_\_\_  
Marcia DeZonia, President  
Board of Directors

By \_\_\_\_\_  
Mike Korf, President  
Gilbert Education Association