BCLUW CSD BCLUW EA 7/1/2006 6/30/2007

BCLUW CSD/EA 06-07

Agreement

Between the
BCLUW Board of Education
And the
BCLUW Education Association

July 1, 2006 to June 30, 2007

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PREAMBLE

The Board of Directors of the Beaman Conrad Liscomb Union Whitten (hereinafter known as BCLUW) Community School District and the Beaman Conrad Liscomb Union Whitten (hereinafter known as BCLUW) Education Association have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE I: RECOGNITION

UNIT

The Board hereby recognizes the BCLUW Education Association, as the exclusive and sole bargaining representative for all personnel under written contract as set forth in the PERB certification instrument (Case No. 1851) the unit described in the above certification is as follows:

All professional employees eligible for collective bargaining limited to the following classifications: full time classroom teachers, regular part time classroom teachers, librarians, guidance counselors, special resource teachers, athletic directors, and coordinators; excluding superintendents, building principals, substitute teachers, educational aides, secretaries, clerical aides, all other non-professional employees and all other persons excluded in the act.

DEFINITIONS

The term "Board" as used in the Agreement, shall mean the Board of Education or the BCLUW Community School District.

The term "Association" as used in the Agreement, shall mean the BCLUW Education Association.

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

ARTICLE II: WAGES AND SALARIES

SECTION I SCHEDULE

A. 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 thereof.

B. Phase I and Phase II Supplemental Monies

1) Phase I monies will be paid according to HF499.

2) Phase I teachers or those receiving 4% shall receive an increase of 4% of the base or correct placement on the salary schedule, whichever is greater.

3) Phase II monies under HF499 are incorporated into Schedule A.

C. Memorandum of Phase III Agreement - December 18, 1987, as updated as attached to the Phase III Plan and considered a part thereof.

1) RATE OF PAY - Employees shall be paid their per diem rate or the hourly equivalent for all work performed pursuant to the District's Phase III Plan. The per diem rate is the employee's salary according to proper step and lane placement, divided by the number of contract days. The hourly rate is the per diem rate divided by eight. All Phase III work shall be at an hourly rate. A vehicle (or mileage) will be provided for work outside the District (i.e. curriculum work). Travel time will not be considered a part of per diem work.

2) METHOD OF PAYMENT - Employees shall be paid for Phase III work on the next regular pay day following completion of the approved project, provided the District has received the funding from the State.

3) PHASE III - SUPPLEMENTAL PROJECT PAY SELECTION COMMITTEE - A committee to review Phase III supplemental pay projects shall consist of three (3) teachers and three (3) administrators appointed as follows:

a) 3 (administrators) - District Superintendent or designee selects two (2) plus BCLUW Education Association selects one administrator.

b) 3 (teachers) - Two appointed by BCLUW Education Association, plus one Association member named by the Superintendent.

c) Said committee shall review and approve for payment Phase III projects that meet the following criteria:

1) Submitted in written form following the required guidelines set forth by the Phase III Committee.

2) The project meets one or more of the goals and objectives of the District's Phase III plan.

3) The project is consistent with priorities established for the Phase III plan by the Board of Education.

4) The project activities are completed as specified in the application.

In the event that projects submitted by the employees exceed the available funds for Phase III as provided in House File 499, multiple projects or project requests by the same individual that go beyond the allotted amount for each employee will be reserved until funds become available within the plan year. If unfunded at the end of the plan year, such projects may be resubmitted for the subsequent years

4) PARTICIPATION

a) Participation in all Phase III activities shall be voluntary on the part of the employee.

b) Section 3 is non-grievable.

D. Payment of Regular Staff to fill in as substitutes - During their planning periods, BCLUW staff may be asked to fill in as a substitute teacher. Rate of compensation shall be at the rate of $15.00 per period/assignment.

E. Any In-Service days added to the Master Contract (188) must be paid per diem for each staff member.

SECTION II **PLACEMENT ON SALARY SCHEDULE**

A. CREDIT FOR EXPERIENCE - Employees shall be given a minimum credit of five (5) years on the salary schedule for previous outside experience in a duly accredited school upon initial employment.

B. LONGEVITY - An annual longevity payment of $550 shall be made to persons who (1) are on the BA+24 educational lane or have a master's degree and have been on Step 17 for one (1) year, and (2) have been employed by the District for five (5) consecutive years. An annual longevity payment of $525 shall be made to persons who (1) are on the BA+12 educational lane and have been on step 17 for one (1) year, and (2) have been employed by the District for five (5) consecutive years.

C. All new BCLUW employees with no teaching experience will be placed on step two of the salary schedule and will continue to move up a step each year of service in the BCLUW School District.

SECTION III ADVANCEMENT ON SALARY SCHEDULE

A. INCREMENTS - A year of service consists of employment in the BCLUW District for ninety (90) consecutive teaching days or more in one school year, or one (1) semester. (See Section IIA).

B. EDUCATIONAL LANES - Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall file suitable evidence of additional educational credit with the Superintendent ten (10) days after the beginning of the first semester of each school year. All hours for advancing to the next lane must be taken after completion of requirements for the previous lane. Graduate hours taken in a program which is not related to the employee's current position will not be accepted for advancement on the salary schedule.

SECTION IV EXTENDED CONTRACTS

A. Extended contracts will be based on per diem salary.

B. No employee shall be required to accept a summer school teaching assignment. Moreover, a teacher who volunteers for summer school teaching shall be given an extended contract at per diem salary. New work contracted to begin after June 30 shall be paid according to the new Master Contract which goes into effect July 1. Summer school programs shall not be necessarily construed to be Phase III projects.

SECTION V METHOD OF PAYMENT

A. PAY PERIODS - Each employee shall be paid in twelve (12) equal installments on the 20th of each month, except when the 20th falls on a weekend, holiday or other day off, in which case, it will be paid on the last work day preceding the 20th. Employees shall receive their checks at their regular building and on regular school days. July and August installments shall be disbursed June 30th in order to comply with GAAP accounting requirements.

B. 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 first two weeks of employment. The balance of the contracted salary shall be paid on the regular September pay date.

C. FINAL PAY - Each employee shall have the option of receiving all or any part of their earned, contracted salary on the last pay period of the work year, if such requests will not cause the BCLUW District to exceed its certified budget. Employees' requests will be honored in the order received.

D. SUMMER CHECKS - Summer checks shall be mailed to the address designated by the employee. The employee shall furnish the board secretary with his/her summer address.

SECTION VI TUITION REIMBURSEMENT

A. APPLICATION - Persons who wish to pursue professional study in a course or seminar of an accredited college or university and who wish such course or seminar work to qualify for the Board's tuition reimbursement plan, must file notification of that enrollment with the Superintendent or his designee. Additionally, for both tuition reimbursement and educational lane change, the following criteria must be met:

1. The study must contribute directly to improvement of skills for the employee in performance of his specific duties for the District.
2. The study must have prior approval of the Building Principal and the Superintendent.
3. The employee must return to active employment with the BCLUW Schools in the semester immediately following the period in which the study was completed.
4. The MA lane will be limited to the Masters Degree in the assigned teaching area.

B. Upon receipt of evidence showing the employee's tuition payment and successful completion of the course(s) or class(es), tuition reimbursement of $150 per college credit hour, to a maximum of $500 in any one contract year, shall be paid at the next regular BCLUW Board of Education meeting.

SECTION VII **ADVANCEMENT** An employee's advancement on the salary schedule is subject to the right of the District to withhold increments, lane changes, or salary increases for proper cause and to maintain the education program.

SECTION VIII **TSA DEDUCTION** The Board will include payroll deductions for tax-sheltered annuities selected by the employees.

LETTER OF AGREEMENT

The BCLUW Board of Education and the BCLUW Education Association agree to the following:

SECTION IX **STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM**

If the district participates in the Student Achievement and Teacher Quality program (SF476) the following distribution method will be used: 1) Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law. 2) Any remaining funds from the District's appropriation will be distributed to all other teachers equally. If the state does not forward the funds to the district by October 15, the payments shall be started no later than 1 pay period after receipt of the funds and will be divided in equal installments for the remainder of the contract year.

ARTICLE III: SUPPLEMENTAL PAY

SECTION I **EXTRA-CURRICULAR ACTIVITIES**

A. APPROVED ACTIVITIES - The Board and the Association agree that the extra-curricular activities listed in Schedule B are official school-sponsored activities covered by the school liability insurance in accordance with and to the extent provided by said insurance policy.

B. RATES OF PAY - Employee participation in extra-curricular activities beyond the regularly scheduled school day shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part thereof.

C. The Board shall be responsible for hiring individuals to fill the extra duty assignments, which include bus chaperoning, ticket taking, concession stand supervision, etc. The following procedure will be utilized: 1) Workers will be assigned from a list of volunteer teachers and other classified school employees. In the case of assignment of volunteer classified employees, the Administration will reserve the right to make selective assignments. In the case of volunteer teachers, they will be assigned equally. 2) If volunteers are not available, teachers may be assigned up to four (4) assignments. Payment for extra-duty assignments shall be made on the next regular pay period following the assignment.

SECTION II **EXPENSES OF TRAVELING EMPLOYEES**

A. All employees are responsible for transportation to their base school and to their home at night from the same base. Additional driving will be reimbursed at the rate in the current Iowa Code.

B. The same allowance shall be given for authorized use of personal cars for other business of the District.

C. Employees will not be required to use their own vehicles in the transportation of students for extra-curricular activities. If the employee(s) volunteers to use his/her vehicle, they will be reimbursed at the rate in the current Iowa Code.

ARTICLE IV: EMPLOYEE HOURS

SECTION I **LENGTH OF DAY**

A. FULL-TIME EMPLOYEES - The total work day shall consist of not more than eight (8) consecutive hours, except as stated in Section II. Further, the Superintendent shall determine the specific work hours at the various attendance centers. Flex-time will be available with Board and individual employee approval.

B. PART-TIME EMPLOYEES - As soon as work schedules are finalized, the Superintendent or his designee shall notify each part-time employee of his/her specific work days and hours.

C. EARLY DEPARTURE OF EMPLOYEES - On Fridays or any work day preceding holidays or vacations, the employee's day shall end when the buses leave that attendance center. Moreover, an employee whose attendance is required the evening of a regular work day may leave his/her attendance center when the buses have left; provided, however, that a faculty or in-service meeting has not been scheduled.

SECTION II **MEETINGS AND CONFERENCES** Employees may be required to remain after the close of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings no more that nine (9) days each school year. Such meetings shall begin no later than ten (10) minutes after student dismissal time, and once commenced, shall not run longer than fifty (50) minutes. If additional time is needed, students shall be dismissed early.

OTHER MORNING/EVENING MEETINGS - Employees may be required to attend no more than two (2) parent-teacher conferences each school year without additional compensation. Conferences may be scheduled at reasonable times, taking into consideration the needs of the District and the employee. Employees may be required to present a review of relevant curriculum and school programs to the Board once each school year.

SECTION III **CONTRACT PERIOD**

A. The contract period shall not exceed 188 work days. New personnel may be required to attend an additional day of orientation.

B. Employee attendance shall not be required when student attendance is not required due to inclement weather or health emergencies. However, employees will be required to make up any days as rescheduled for pupil attendance.

C. An official school calendar shall be provided each returning employee by May 1. New employees shall receive the school calendar when their teaching contracts are approved by the Board.

SECTION IV **LUNCH** Teachers shall be allowed twenty-two (22) minute lunch periods. Such periods shall be duty-free. Elementary teachers may be required to supervise students indoors once each week and outdoors one period each week. Said duty shall not interfere with their duty-free lunch. In the event the elementary staff is reduced from the current 17, elementary teachers will be required to supervise students during the noon hour outdoors for one period each week and indoors for two periods each week. However, said duty shall not interfere with duty free lunch. Such supervisory assignment, shall, if possible fall on days on which the teacher has a preparation period. After notification to the office of their respective building, teachers may leave during their twenty-two (22) minute lunch period.

ARTICLE V: HOLIDAYS

The Board agrees that employee's attendance shall not be required on the following days:

July 4, 2006	4th of July
September 4, 2006	Labor Day
November 23 and 24, 2006	Thanksgiving Day
December 25, 2006 through January 2, 2007	Christmas Break
April 5, 2007 through April 9, 2007	Spring Break
May 28, 2007	Memorial Day

April 5th will be used as a snow makeup day only if a snow day occurs before February 1, 2007. Early dismissals prior to holidays begin at 2:20 p.m. (Thanksgiving & Christmas only). The above dates shall be unpaid and not be counted as part of the employees' workdays.

ARTICLE VI: INSURANCES

SECTION I: The Board agrees to make available the following insurance program on the basis described in Section II.

SECTION II: **INSURANCE PROGRAMS**

A. HEALTH AND MAJOR MEDICAL - Subject to the provisions of the insurance policy (including the requirement of hospitalization pre-authorization) the District will pay up to $855.00 per month toward each employee's health and major medical program. The program shall provide benefits acceptable to the Association and the Board. Employees taking single insurance and employees who do not utilize single or dependent coverage may have $125.00 per month applied to a tax sheltered annuity of the employees choosing. Employees who, as of January 9, 1991, declined insurance coverage and received $165.00 per month (or f.t.e. equivalent) towards a TSA, will receive $180 per month (or f.t.e. equivalent) towards a TSA. However, no additional employees will be allowed to choose this option.

Bargaining unit members who become eligible for tax-sheltered annuity benefits (TSA) must submit the proper paper work to claim all benefits for the year with the District Business Manager. This paper work must be completed during the current contract year of such eligibility or no such benefit will be paid for the year. In any following contract year an eligible employee who has not submitted such paper work may do so to begin a TSA and claim benefits for that year and following years.

It is understood by both the District and the Association that the District is not under any obligation to pay TSA benefits for contract years prior to 2005-2006 if the employee(s) did not submit the proper paperwork with the District Business Manager to begin collecting such benefits. The District will notify all bargaining unit employees who are now eligible, or become eligible for TSA benefits, in writing hereafter in or before July of the current contract year or during the first month of eligible employment of any new bargaining unit member.

B. TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT - Subject to the provision of the insurance policy, each employee shall be covered by a term life, accidental death and dismemberment insurance program in the amount of twenty thousand dollars ($20,000.00). Premium for said program shall be paid by the Board. Benefits will be paid to the employees' designated beneficiary. Part-time employees will be covered to the extent that a comparable insurance policy of equal cost is available. The Board and the Association will attempt to locate such a carrier. Availability shall be determined as of September 1. Decision of the Board and the Association regarding availability shall be final.

C. DISABILITY - Subject to the provision of the insurance policy, each employee shall be covered by a long term disability insurance program paid for by the Board. This group disability shall provide benefits comparable to present insurance contracts (66 2/3% of current salary). Part-time employees will be covered to the extent that a comparable insurance policy of equal cost is available. The Board and the Association will attempt to locate such a carrier. Availability shall be determined as of September 1. Decision of the Board and the Association regarding availability shall be final.

D. DENTAL INSURANCE - All employees taking health insurance must take dental insurance. The cost will be $5 per month for single coverage for those with single health insurance and $10.00 per month for family coverage for those with family health insurance.

SECTION III **COVERAGE** The insurance listed in Section II shall be available for the period of the Agreement. Employees new to the District shall be covered by insurance listed in subsections II (b) and (c), and at the employee's option, in subsection II (a). The aforementioned is subject to the eligibility provisions of the insurance policy. New employees shall be enrolled for group coverage no later than one month after initial employment provided that the employee submits an application for such coverage within ten (10) days of initial employment. Employees, who elect the District's health and accidental insurance coverage at any time after initial employment, upon completion of all necessary application forms, may enroll at any subsequent date during their employment with the District. Such coverage shall begin as soon as the Board Secretary can process such applications.

SECTION IV **DESCRIPTION** The Board shall provide each employee a written description of the insurance coverage within ten (10) days after the beginning of the school year. The insurance agent will be present to answer questions about such coverage.

SECTION V **CONTINUATION** Employees on sick leave shall continue to have Board contribution made according to the level described in Section II - Insurance.

SECTION IV **CARRIERS** Insurance program carriers shall be selected by the Board after receiving recommendations from the Association. An open enrollment period shall be established by the Board and the insurance carrier.

ARTICLE VII: LEAVES

SECTION I PERSONAL LEAVE

A certificated employee shall be granted two (2) days leave of absence, accumulative to four (4) days, for personal reasons known only to the employee. Personal leave requires three days' written notice. The exception will be if personal leave is used for bereavement leave. If personal leave days are not used, employee will be paid substitute's pay for each day not used or the employee may elect to add two personal leave days to the next year; however, the maximum personal days will be limited to four (4) in any one school year.

Personal leave will not be granted on parent-teacher conference days. Personal leave may be taken prior to or following holidays and vacations at the sole and exclusive discretion of the Superintendent. Personal leave will be limited to the first two employees, from each building, who make written application. Up to one (1) additional day may be allowed, at the discretion of the Superintendent, for the transaction of necessary personal business which cannot be accomplished during non-school hours. Additional leave requires three (3) days written notice. This additional day will be non-grievable and can only be granted if all personal days have been used.

Up to six (6) times during the school year, at the discretion of the building principal, the teacher may leave after the buses leave the building. This additional leave is for the transaction of personal business which cannot be accomplished during non-school hours. Normally the leave requires one (1) day written notice and cannot interfere with faculty meetings. However, in case of an emergency situation, such notification can be waived. Leave will be limited to the first four (4) employees, from each building, who make written application.

SECTION II ASSOCIATION LEAVE

When arrangements are made at least one week in advance, an aggregate of four (4) days per school year shall be granted by the Superintendent to Association officers or delegates to the ISEA Delegate Assembly to attend state or national education meetings.

SECTION III PROFESSIONAL LEAVE

The Board recognizes the value of first hand observation in the evaluation of new educational programs. Approval for visits to other schools or attendance at professional conferences and/or workshops may be granted by the Superintendent or his designee.

SECTION IV EMERGENCY LEAVE

An Employee using more than four days of Emergency Leave annually shall have day five and day six deducted from their (employee's) sick leave.

Emergency leave is granted only by the Superintendent of Schools and shall be for reasons not anticipated by the employee, but shall not be granted for situations covered in other leave provisions. Such leave may, if necessary, be granted after the fact. Emergency leave may include, but is not limited to the following: (1) illness within the immediate family, (2) emergency at home - fire, accident, and (3) court subpoena. This leave should be regarded only as emergency and should not be construed as a personal day.

SECTION V DISABILITY LEAVE

A. SICK LEAVE

1. Sick leave is defined as "absence for personal illness or injury".

2. Each employee of the BCLUW Community School District shall be granted sick leave according to the following schedule:

1 year of employment in this system, 10 days
2 years of employment in this system, 11 days
3 years of employment in this system, 12 days
4 years of employment in this system, 13 days
5 years of employment in this system, 14 days
6 years of employment in this system, 15 days

There shall be fifteen (15) days leave granted for each subsequent year after six (6) years until an accumulation of one hundred five (105) days have been achieved. Sick leave starts with the beginning of school and the yearly total may start immediately.

3. An experienced employee moving into the BCLUW Community School District may transfer up to thirty (30) days sick leave.

4. An absence of over three (3) days may require a doctor's certification of illness or injury.

B. MATERNITY LEAVE

All policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall only be paid during the time of medical confinement, which shall be the time medically indicated for termination and re-commencement of duties as hereinafter provided.

C. RETURN TO OR CONTINUATION OF EMPLOYMENT

The determination of whether an employee is capable of working or returning to work following an illness or injury shall be made in consultation with the Superintendent, the employee and the employee's physician and may also be in consultation with a physician of the District's own choosing.

In the event of a difference of opinion between the employee's physician and the District's physician, a third physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion of the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

The Superintendent may temporarily suspend or refuse to reinstate an employee if the Board's physician, or, in the case of a disagreement with the employee's physician, an outside physician, determines that the employee is not medically capable of performing his or her duties.

If the return to school of an employee after sick or maternity leave would interfere with the administration of the school or the continuity of the educational process, the requested day may be changed by the Principal/Superintendent to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to the students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the employee. An employee required to remain off the job under this provision shall not be docked in pay for the day(s) kept off the job.

SECTION VI **BEREAVEMENT LEAVE**

Bereavement leave of absence of up to five (5) days shall be granted for each death in the immediate family. Immediate family is defined as parent, spouse, child, or sibling. Bereavement leave of absence of up to four (4) days shall be granted for each death of additional family members to include grandparents, grandchildren, fathers-in-law or mothers-in-law. An additional four (4) days, may be allowed in the case of each death of an employee's spouse or child. Bereavement leave of up to two (2) days shall be granted for a death of a brother-in-law or sister-in-law.

One day bereavement leave will be available for each employee for funerals not covered by the immediate family definition. In addition, there will be a pool of ten days of bereavement leave for funerals not covered by the immediate family definition. Employees are only eligible for one day of the pool per year and they must have used their own one day of bereavement leave for other than the immediate family as provided above.

SECTION VII **OTHER TEMPORARY LEAVE**

Short periods of other temporary leave may be granted by the Superintendent provided the request is filed in writing in advance and the Superintendent approves the request. Such other temporary leave shall be without pay.

SECTION VIII **EXTENDED LEAVE OF ABSENCE - DEFINITION**

Extended leaves of absence are more than five (5) days in duration and may be granted for up to one (1) full year. Extended leaves may be granted for the following reasons: a) Military service; b) Illness beyond accumulated sick leave; c) Other causes.

Extended leaves may be granted only upon prior written approval of the Superintendent or his designee. Such leaves are granted without pay and without salary increment progression on the salary scale except in the case of military service. Extended leaves may be renewed for up to one (1) full year upon application to and approval of the Superintendent. An employee granted an extended leave must make a request in writing to the Superintendent for his or her return to active service. Failure to make such a request prior to the termination date of the extended leave shall be construed as a resignation.

A. MILITARY SERVICE - Certified staff members actively employed by the BCLUW School District who are called to active service in the Armed Forces shall be granted an extended leave of absence for the duration of the period for which he/she was drafted or ordered to active duty. The first thirty (30) days of such leave will be with full pay. Upon completion of such military service, the individual will be reinstated to active employment subject to the following: (1) That he or she is physically and mentally capable of performing the duties of his or her former position.
(2) That he or she has retained proper certification for that position. (3) That he or she make written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and such request is no later than ninety (90) days following the date of separation or discharge from military service. (4) That he or she furnishes proof of an honorable discharge or separation from military service.

B. ILLNESS BEYOND ACCUMULATED SICK LEAVE - If an employee is ill for a time beyond accumulated sick leave, the employee may apply for an extended leave.

SECTION IX **JURY DUTY** Employees who are required by a court to serve on a jury shall be released from their assignments to serve. The employee shall receive his/her regular salary during such service; however, the employee must turn over to the District any reimbursement he/she receives from the court, except for travel expenses.

ARTICLE VIII: SENIORITY

Seniority shall be based on the length of service in the BCLUW Community School District. New employees with experience in other districts shall be placed at the bottom of the seniority schedule in order of prior experience. Teachers with no experience will be placed after those with prior experience. New teachers to the district with the same number of years of prior experience will be placed on the seniority list according to the last four digits of their social security number, with the lowest number having the least seniority.

ARTICLE IX: TRANSFERS

SECTION I **VOLUNTARY TRANSFER**

(1) The Superintendent or his designee will post in the Office of the Superintendent and the Principals offices all known teaching vacancies when certainty of anticipated vacancies is determined. Such vacancies shall be posted for at least ten (10) days before any decision is reached. Any employee who is interested in the posted vacancies must submit a written application to the Office of the Superintendent within five (5) school days of the posting of the position.

(2) The foregoing shall not apply to a vacancy which arises during the summer. In order for an employee to be considered for a vacancy arising during the summer, the employee must submit a written request at the beginning of the summer indicating his/her desire to be considered for available positions. Employees selected for such positions must accept within seven (7) days after the Superintendent's mailing of the vacancy announcement to the employee.

(3) Teachers who are employees of the BCLUW District who apply for vacancies and who properly apply for a transfer shall be given preferential consideration for the vacancies, provided the employee is equally or more qualified to fill the available position than outside applicants.

SECTION II **INVOLUNTARY TRANSFER**

(1) An involuntary transfer is a change in assignment which is not desired by an employee.

(2) Prior to effecting an involuntary transfer, the Administration will advise the affected employee of the transfer and will afford the opportunity to the employee of meeting with the Administration to discuss the transfer. The employee's request for any such meeting must be made within five (5) school days of the notification of the intended transfer action. The Administration will provide the employee a written list of reasons for the transfer.

SECTION III **MISCELLANEOUS** The article shall apply only to permanent transfers. A transfer is defined as a change in the employee's building assignment. A transfer is deemed as permanent when the building change assignment is effective for at least a forty-five (45) school day period, determined at the time the change is actually implemented.

ARTICLE X: HEALTH AND SAFETY

SECTION I **HEALTH**

A. PHYSICAL FITNESS - NEW EMPLOYEES All new employees are required to provide evidence of physical fitness to perform duties assigned. The Board may require a subsequent physical examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee.

B. PHYSICAL FITNESS - CONTINUING EMPLOYEES All continuing employees shall be required to pass a physical examination each three (3) years. This examination shall include a checkup for tuberculosis.

C. The board will pay $30 or 100%, whichever is less, for all physical examinations required for employees covered under this contract.

SECTION II **SAFETY**

A. EMPLOYEE EQUIPMENT - Instructors in the areas of family and consumer sciences, art, industrial technology and the sciences shall be provided with special clothing as may be determined by the appropriate principal after consulting with a committee of teacher representatives of the above teaching areas.

B. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY - Employees shall not be required to work under unsafe or hazardous conditions. An employee, pursuant to Board policy, may use and apply such amount of force as is reasonable, necessary and permissible under law to stop a disturbance threatening physical injury to others; for the purpose of self defense and for the protection of persons on District premises or property of the District.

C. ASSAULT OF AN EMPLOYEE - Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal(s) or other immediate supervisor(s). For any absence necessitated by such assault, the employee shall be allowed up to twenty (20) days of leave which will not count against his or her accumulated leave.

C. BOMB THREAT - No employee shall be required to search for a bomb.

ARTICLE XI: EVALUATION PROCEDURES

See Letter of Understanding on page 28

SECTION I **EMPLOYEE ORIENTATION** Within four (4) weeks after the beginning of the school year, or within four (4) weeks after beginning of an employee's service under the supervision of a particular Administrator, each employee shall be acquainted with the formal evaluation instrument and procedures. If the evaluation instrument is revised, no teacher shall be evaluated under that instrument until he/she has been acquainted with that instrument. Teachers with an initial provisional license shall be formally evaluated using the Iowa Department of Education Comprehensive Evaluation Summative Evaluation Form.

SECTION II **MINIMUM NUMBER OF EVALUATIONS** The certificated staff performance of first and second year employees will be formally evaluated a minimum of twice each school year. Beyond their second year of service, a certificated staff member will be formally evaluated once every three years utilizing the following three-year cycle:
(1) One year - Formal evaluation would be one or a series of varied observations (as previously determined by administrator and staff member) and would include pre-observation plan(s) (optional), narrative evaluation and post-observation conference(s). (2) One year – Self-evaluation (as previously determined by administrator and staff member) with the opportunity provided for peer evaluation as determined by the staff member. This evaluation is solely for professional growth and is not considered a formal evaluation. It will remain in the possession of the staff member. (3) One Year - Opportunity for additional staff development other than planned for total staff as mutually agreed by staff member and the administration.

A. REPORTS IN WRITING - Results of formal classroom observations shall be in writing, with a copy to be given to the employee.

B. CONFERENCE - Within ten (10) school days following the formal classroom observation, the evaluator and employee shall meet. The evaluator may indicate on the evaluation form specific recommendations for improvement and may make provision for reasonable administrative assistance for improvement.

C. EMPLOYEE'S WRITTEN STATEMENT - The employee shall have the right to review the contents of the formal evaluation. The employee shall have the right to submit an explanation or other written statement regarding any evaluation report of classroom performance in the area of teaching. Both the evaluation report and any written statement which the employee desires to submit shall be initialed by the evaluator and the employee to indicate awareness of content. Any written statement submitted by an employee shall be attached to the evaluation report.

D. OBSERVATION - All formal evaluation of classroom teaching performances of an employee shall be conducted openly with full knowledge of the employee and for at least thirty (30) minutes.

D. ADDITIONAL EVALUATION - Any employee may request one additional formal evaluation during a school year, and the evaluator may grant that request. If granted, the formal evaluation procedure shall be followed. The request for such an evaluation shall be placed in the employee's personnel file.

SECTION III **INFORMAL EVALUATION** The Administration may utilize other methods of informal evaluation. If an Administrator places a written document in an employee's personnel file which the administrator either prepared or received from a patron of the District, and such document will be used in evaluating a teacher, the administrator shall notify the employee of that action. The employee will be allowed to review the document and to submit a written statement for attachment to that document.

SECTION IV **APPLICATION** Employees shall have the right to review the contents of their personnel file, but teaching credentials marked as confidential will not be made available for review.

SECTION V **COACHING EVALUATION** Within one (1) week after the beginning of the school year, or within one (1) week after the beginning of an employee's service as a coach under the supervision of a particular Administrator, each employee shall be acquainted with the formal evaluation instrument and procedures. If the evaluation instrument is revised, no coach shall be evaluated under that instrument until he/she has been acquainted with that instrument.

Each coach shall be formally evaluated by the building principal within three weeks after the conclusion of the season. A first or second year coach may be formally evaluated twice in a season, once mid-way and again within three weeks after the conclusion of the season. All other provisions of Article XI concerning conferences, employee's written statement, observation, additional evaluation, informal evaluation, application and grievance limitation shall apply.

SECTION VI **GRIEVANCE LIMITATION** Evaluations shall be fair and accurate. Any non-probationary teacher who has been evaluated has the right to grieve any quantifiable section or statement of the evaluation as inaccurate through the grievance procedure set forth in this agreement. For the purposes of this document a quantifiable section or statement refers to any part of the teacher evaluation which has a number attached to it, such as "...late to class on fourteen occasions," or "...twenty lessons behind in mathematics compared to other second grade teachers." All other subjective sections or statements of the evaluation must meet the standard set forth above of fairness and accuracy. However, such sections or statements are not subject to the grievance procedures.

Any teacher being evaluated shall have the right to respond in writing to his or her evaluation(s). Such responses shall be attached to the evaluation document in question.

ARTICLE XII: STAFF REDUCTION

SECTION I **COVERAGE** - All employees under this Agreement.

SECTION II In the event that the District decides to reduce staff, the District will attempt to accomplish the reduction through attrition. In the event that the District cannot achieve the reduction by attrition, the employees with emergency or temporary certification will be reduced first so long as the remaining employees possess the requisite certification to maintain the programs established by the Board. In the event the fully certified personnel are to be reduced the following provisions shall apply:

SECTION III The selection of employee(s) for layoff shall be made within the categories hereinafter enumerated in inverse order of current employee seniority. All categories apply to current teacher assignments.

1. K-6 (includes Chapter 1 and elementary resource room teachers)
2. Driver Education
3. Vocational Agriculture
4. Industrial Technology
5. Family and Consumer Sciences
6. English-Language Arts (foreign language)
7. Art
8. Instrumental Music
9. Physical Education
10. Vocal Music
11. Science
12. Mathematics
13. Social Studies
14. Special Education (including secondary resource room teachers)

15. Business Education
16. Media Specialist/Librarian
17. Guidance

SECTION IV Employees with a dual teaching assignment shall be considered to be in both applicable categories. If the employee with the least seniority in one area is necessary to maintain a program in another area, and same cannot be accomplished by reassigning the remaining employees, then the next employee with the least seniority in the affected area shall be considered for staff reduction. The above specified procedures relating to selection of employees within the categories, as well as the provisions relating to layoff shall be followed so long as the remaining employees possess the requisite permanent certification to maintain the programs established by the Board.

SECTION V **NOTICE OF RECALL** Notice of recall will be given by telegram or certified mail to the latest address given to the Board by the employee. The employee on recall must reply affirmatively within fifteen (15) calendar days after notification. No teacher shall be precluded from serving other employment during his or her layoff.

Employees will be recalled from layoff in inverse order of their layoff in that category they held at the time of their layoff. Moreover, if an employee holds the requisite certification to teach in a category other than the one he/she was laid off in, and there is no other employee on layoff who formerly taught in that category, he/she will be called to that position.

Such rights shall exist for a period to two (2) years after the affected date of reduction.

SECTION VI An employee recalled from layoff will be credited with all unused sick leave, which he/she accumulated prior to his/her layoff.

Subject to the provisions of the group insurance policies, he/she will be reinstated to existing group insurance programs. Employees will be placed on proper step of the salary schedule according to experience and training. If the insurance policy so provides, the employee on layoff may continue to participate in the group health insurance program at the employee's expense until his/her recall rights have expired. It shall be the responsibility of the employee on layoff who desires continuous coverage in the group health insurance program to take the steps necessary for such continuous coverage.

ARTICLE XIII: GRIEVANCE

SECTION I **DEFINITIONS**

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

B. AGGRIEVED PERSON - An aggrieved person is the party making the complaint. A Complaint may be made by an employee, a group of employees, or by the Association.

C. All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, the time limits shall consist of all week days.

SECTION II **PURPOSE**

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to employee grievances and disputes over the interpretation of this Agreement which may from time to time arise affecting employees.

B. The failure of an employee or (in the event of an appeal of arbitration) 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.

SECTION III **TIME LIMITS**

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

B. All grievances must be presented within twenty (20) school days of the date of the occurrence of the event giving rise to the grievance.

SECTION IV **LEVEL ONE - INFORMAL** An employee with a grievance shall first discuss it with his or her principal or immediate supervisor. The Association has the right to be present at each level of the grievance procedure. The object of this meeting will be to resolve the matter informally.

SECTION V **LEVEL TWO - FORMAL**

A. If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on the form set forth in Schedule C in the Appendix. An employee may request the assistance of the Association in making this appeal.

B. The grievance form shall be available from the Association representative in each building or the building secretary. The form shall be signed by the grievant, and, if the grievant so requests, by a representative of the Association. A copy of the grievance form shall be delivered within ten (10) school days of the Level 1 meeting to the appropriate principal or immediate supervisor. If the grievance involves more than one building of the school, it may be filed initially with the Superintendent. The appropriate principal, the immediate supervisor, or in the case of a group grievance or grievances involving more than one building, the Superintendent shall indicate disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the employee.

B. If the aggrieved employee or employees of the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days, the grievance shall be transmitted to Level Three within ten (10) school days.

SECTION VI **LEVEL THREE**

A. The Superintendent or his/her designee shall meet the aggrieved person(s) within five (5) school days of the receipt of the grievance. If the employee so desires, he/she may be accompanied by a representative of the Association.

B. Within ten (10) school days of receipt of the grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing along with a copy of the original grievance and shall furnish a copy to the aggrieved party, to the Principal, and to the Board of Education.

SECTION VIII LEVEL FOUR - ARBITRATION

A. If the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved party and the Association shall meet within five (5) school days of disposition of the grievance at Level Three to discuss the merits of submitting the grievance to arbitration. If the aggrieved party determines that the grievance is meritorious, then it may be submitted to arbitration within five (5) school days.

B. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board, the Association and the aggrieved party shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine which party shall have the right to remove the first name from the list. The parties shall alternately strike the list and the person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the aggrieved person, the representatives of the Board and the Association and 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 of the final statements and proofs on the issues submitted to arbitration. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is in violation of the terms of this Agreement.

C. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The cost for the services of the arbitrator, including per diem expense, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

SECTION VIII REPRESENTATION

A. EMPLOYEE AND ASSOCIATION - Any aggrieved employee or employees may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. When an employee or group of employees is not represented by the Association, the Association shall have the right to be present at all levels, as a party of interest, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

B. MEETING TIMES - It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the aggrieved person or of the teaching staff.

C. GROUP GRIEVANCE - If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

D. 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. However, any action taken after the grievance has been processed can be recorded in the aggrieved person's personnel file.

SECTION XI **MEETING AND HEARING** All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved person, his or her designated or selected representatives, the Board, the Administration and its designated or selected representative heretofore referred to in this Article.

ARTICLE XIV: DUES CHECKOFF

SECTION I The Association shall be allowed dues check off for its members.

SECTION II Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment form authorizing the payroll deduction of professional dues. Dues shall be deducted only upon an Association members written request. The member may terminate the dues check off at any time giving thirty (30) days written notice.

SECTION III Upon receipt of a properly executed authorization card for the employee involved, the Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Association in nine (9) equal installments, beginning with the first pay period in October and ending in June.

SECTION IV The dues deduction authorization shall be prepared in duplicate on the form attached. New authorization forms must be submitted to the Board each year and must be received by the Board no later than October 1 of each year. The Board shall assume no responsibility for the accuracy of the amounts authorized to be deducted and, in the event of any error, properly authorized corrections will be made only with respect to future deductions.

SECTION V The Board shall transmit to the Association the total amount of professional dues deducted as soon as possible and no later than ten (10) days.

SECTION VI The Board shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues deductions made from an employee's salary.

SECTION VII The Association agrees to indemnify and hold harmless the Board and its members and all administrative employees against any and all claims or cost arising out the application of this Article.

SECTION VIII An employee may request, no later than fifteen (15) days prior to the first payroll date of each year, deductions from wages for a tax sheltered annuity.

ARTICLE XV: CALENDAR COMMITTEE

The BCLUW Education Association will be furnished copies of the tentative annual calendar before the BCLUW Board of Education adopts the next year's calendar.

ARTICLE XVI: COMPLIANCE AND DURATION

SECTION I: Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. Such deletion shall not effect any other articles, section or clause of this Agreement or the application of any provision thereof.

SECTION II: This Agreement shall remain in force and effect for a period of one year commencing July 1, 2006 through June 30, 2007.

This Agreement shall continue in effect for successive fiscal years thereafter, unless either party gives written notice to the other party of its desire to modify or terminate this Agreement or any part of it.

SECTION III: This Agreement constitutes the full and complete Agreement between the Board of Education and the Association.

No matters relating to the current contract term, whether or not referred to in this Agreement, shall be open for negotiation during the term of this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereof, all on the 15th Day of May, 2006.

FOR THE BCLUW
EDUCATION ASSOCIATION

Kara Schnathorst 5/9/06
President

5/5/06
Chief Negotiator

FOR THE BOARD OF EDUCATION
BCLUW COMMUNITY SCHOOL DISTRICT

5/15/06
President

Chief Negotiator

PAULA S. BENSON
Commission Number 723630
My Commission Expires
7-25-06

APPENDIX

BCLUW COMMUNITY SCHOOLS
2006 - 2007
SALARY SCHEDULE
$25,670.00 Base

STEP	INDEX	BA	BA+12	BA+24	MA	MA+15	MA+30
			1.04	1.08	1.12	1.16	1.2
1	1	25,670	26,697	27,724	28,750	29,777	30,804
2	1.04	26,697	27,765	28,833	29,900	30,968	32,036
3	1.08	27,724	28,833	29,941	31,050	32,159	33,268
4	1.12	28,750	29,900	31,050	32,200	33,350	34,500
5	1.16	29,777	30,968	32,159	33,350	34,542	35,733
6	1.2	30,804	32,036	33,268	34,500	35,733	36,965
7	1.245	31,959	33,238	34,516	35,794	37,073	38,351
8	1.29	33,114	34,439	35,763	37,088	38,413	39,737
9	1.335	34,269	35,640	37,011	38,382	39,753	41,123
10	1.38	35,425	36,842	38,259	39,676	41,093	42,510
11	1.425	36,580	38,043	39,506	40,969	42,433	43,896
12	1.445	37,093	38,577	40,061	41,544	43,028	44,512
13	1.465	37,607	39,111	40,615	42,119	43,624	45,128
14	1.485	38,120	39,645	41,170	42,694	44,219	45,744
15	1.505	38,633	40,179	41,724	43,269	44,815	46,360
16	1.525	39,147	40,713	42,278	43,844	45,410	46,976
17	1.545	39,660	41,247	42,833	44,419	46,006	47,592
17L			41,772	43,383	44,969	46,556	48,142

SCHEDULE B
BCLUW COMMUNITY SCHOOL
SUPPLEMENTAL PAY/EXTRA CURRICULAR PAY SCHEDULE
2006-2007

	2006-2007
Athletic Director, 7-12	16.0% of base salary on experience step
Band, High School	11.%
Band, Middle School	3.5%
Baseball	11.0%
Baseball, Assistant	7.0%
Basketball, Boys	11.0%
Basketball, Assistant, Boys	7.0%
Basketball, Middle School, Boys, Head	5.0%
Basketball, Middle School, Boys, Assistant	5.0%
Basketball, Girls	11.0%
Basketball, Girls, Assistant	7.0%
Basketball, Middle School, Girls, Head	5.0%
Basketball, Middle School, Girls, Assistant	5.0%
Cheerleaders/Pep Club, Basketball/Football	11.0%
Cheerleaders and Pep Club, Middle School	3.0%
Cheerleaders, Wrestling	5.0%
Concession Stand Director, High School	6.0%
Cross Country, Both	11.0%
Cross Country, Ass't (if ____ students)	7.0%
Drama	8.0%
Football	11.0%
Football, Assistant	7.0%
Football, Middle School, Head	5.0%
Football, Middle School, Assistant	5.0%
Foreign Students Club	.5%
Freshman Class Sponsor	.5% if 2 sponsors; .2% if 5 sponsors
Future Homemakers of America	2.0%
Future Farmers of America	7.0%
Get a Grip (Drug Awareness)	2.0%
Golf, Boys and Girls	11.0%
Golf, Assistant	7.0%
ICN Class (per semester)	1.0%
Junior Class Sponsor	2.0% If 2 sponsors; .8% if 5 sponsors
Letterwinner Club	1.0%
Middle School Sponsor	.5%
Musical	4.0%
National Honor Society	.5%
National Art Honor Society	.5%
Senior Class Sponsor	1.0% if 2 sponsors; .4% if 5 sponsors

Softball ---------- 11.0%
Softball, Assistant ---------- 7.0%
Sophomore Class Sponsor ---------- .5% if 2 sponsors; .2% if 5 sponsors
Special Education ---------- 3.0%
Speech ---------- 3.0%
Student Council ---------- 1.0%
Track, Boys ---------- 11.0%
Track, Girls ---------- 11.0%
Track, Assistant ---------- 7.0%
Track, Middle School, Boys, Head ---------- 5.0%
Track, Middle School, Girls, Head ---------- 5.0%
Track, Middle School, Assistant ---------- 5.0%
Vocal Music, High School ---------- 9.0%
Vocal Music, Middle School ---------- 3.5%
Vocal Music, Elementary ---------- 1.0%
Volleyball ---------- 11.0%
Volleyball, Assistant ---------- 7.0%
Volleyball, Middle School, Head ---------- 5.0%
Volleyball, Middle School, Assistant ---------- 5.0%
Wrestling ---------- 11.0%
Wrestling, Assistant ---------- 7.0%
Wrestling, Middle School ---------- 5.0%
Yearbook ---------- 11.0%
STARS (Elementary After School Assistance Program) $14.00/Hour

In cases where an assistant coaching position is not filled after being advertised, and the duties are performed by the head coach, the head coach will also receive 50% of the assistant's salary. The District will make every effort to fill the assistant's position

Bus Chaperoning (voluntary or assigned) ---------- $5.00/hour ($11.00 minimum)
Ticket Taking (voluntary or assigned ---------- $5.00/hour ($11.00 minimum)
Concession Stand (voluntary or assigned) ---------- $5.00/hour ($11.00 minimum)
Elementary Music Supervisor (voluntary or assigned) ---- $5.00/hour ($11.00 minimum)

The Association agrees that the District is free to utilize volunteers from outside the Unit for bus chaperoning, ticket taking or concession stand duty and to compensate said volunteers at any rate it deems advisable.

SCHEDULE C

BCLUW COMMUNITY SCHOOL
GRIEVANCE REPORT

Date Filed:_____

Building:_____

Name of Aggrieved Person: _____

Distribution of Form: 1. Association 2. Employee 3. Appropriate Supervisor 4. Superintendent

* * * * * * * * * * * * * * * * * * * *

LEVEL II

A. Date Violation Occurred: _____

B. Section(s) of Contract or Policy Violated: _____

C. Statement of Grievance *

_____
_____
_____
_____
_____

D. Relief Sought *

_____
_____
_____
_____
_____

Signature: _____ Date: _____

E. Disposition by Principal or Immediate Supervisor:

_____
_____
_____
_____
_____

Signature of Principal or Immediate Supervisor: _____

Date: _____

LEVEL III

A. Signature of Aggrieved Person: _____

B. Date Received by Superintendent: _____

C. Disposition by Superintendent or Designee:

_____
_____
_____
_____
__

Signature of Superintendent or Designee: _____

Date: _____

* * * * * * * * * * * * * * * * * * * *

LEVEL IV

A. Signature of Aggrieved Person: _____

Signature of Association President: _____

B. Date Submitted to Arbitration: _____

Date Received by Arbitrator: _____

C. Disposition and Award of Arbitrator*

_____
_____
_____
_____

Signature of Arbitrator: _____

Date: _____

* *If additional space is needed, attach additional sheets.*

NOTE: *All provisions of Article XIII of the Agreement, dated July 1, 1978, shall be strictly observed in the settlement of grievances.*

SCHEDULE D

BCLUW COMMUNITY SCHOOL

PAYROLL DEDUCTION AUTHORIZATION FOR PROFESSIONAL DUES

PREPARE IN DUPLICATE
Copy one the Board
Copy two to the Employee

Employee's Name: _____ Date: _____

I hereby authorize the Board of Education of the BCLUW School District to deduct professional dues from my salary each month. My total yearly dues are $_____.

I understand that the total dues deduction will be divided into nine (9) equal installments with the first deduction in October and the last in June. I understand that this deduction authorization may not be altered during the school year, but may be revoked by me at any time by thirty (30) days written notice to you.

Signature of Employee: _____

THIS FORM DUE IN THE SUPERINTENDENT'S OFFICE BY OCTOBER 1.

Copy one
(for Board of Education)

SCHEDULE D

BCLUW COMMUNITY SCHOOL

PAYROLL DEDUCTION AUTHORIZATION FOR PROFESSIONAL DUES

PREPARE IN DUPLICATE
Copy one the Board
Copy two to the Employee

Employee's Name: _____ Date: _____

I hereby authorize the Board of Education of the BCLUW School District to deduct professional dues from my salary each month. My total yearly dues are $_____.

I understand that the total dues deduction will be divided into nine (9) equal installments with the first deduction in October and the last in June. I understand that this deduction authorization may not be altered during the school year, but may be revoked by me at any time by thirty (30) days written notice to you.

Signature of Employee: _____

THIS FORM DUE IN THE SUPERINTENDENT'S OFFICE BY OCTOBER 1.

Copy two
(for the employee)

LETTER OF UNDERSTANDING

BETWEEN

BCLUW EDUCATION ASSOCIATION

AND

BCLUW COMMUNITY SCHOOL DISTRICT

This letter of understanding relates to the agreed upon changes concerning ARTICLE XI: EVALUATION PROCEDURES. These changes are necessary due to the new requirements for evaluation of veteran teachers under the Teacher Quality Act.

The BCLUW Community School District and the BCLUW Education Association agree to the following evaluation procedures for the 2006-2007 school year:

1. Within four (4) weeks after the beginning of the school year, the administrative staff shall acquaint employees with the Iowa Teaching Standards and Criterion, the district adopted descriptors, and the procedures and instruments to be used. The administrative staff will notify employees of pertinent dates regarding evaluation according to state laws.
2. The performance of all employees in their first and second year shall be formally observed at least twice a year. Beyond their second year of service, as part of the performance review process employees will be formally observed a minimum of once every three years.
3. Each formal observation shall be minimum of 30 minutes in length. All formal observation of an employee shall be conducted with the full knowledge of the employee.
4. Evaluation procedures shall be consistent between evaluators within the district.
5. During each school year involving a formal observation, the evaluator and employees shall agree upon dates for a pre-observation conference, formal observation, and post-observation conference. The pre-observation conference may be at least two days prior to the formal observation. At the pre-conference the evaluator shall identify the teacher's current status in meeting the eight Iowa Teaching Standards and forty-two Criteria and to discuss any additional artifacts and/or information that is needed to document the Iowa Teaching Standards. The post-observation conference must be no later than ten (10) school days following the formal observation.
6. The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence (1) during formal and informal observations, (2) in written materials developed by the teacher, and (3) in the pre-and post-observation conferences.

7. At the post-observation conference, each employee shall receive a written copy of his or her evaluation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
8. Prior to the end of February, the evaluator and the teacher shall set a date for the Portfolio Review for those teachers beyond their second year of service. The evaluator shall provide the teacher with a copy of the completed Portfolio Review at least five days prior to the meeting. Each standard will be rated as "meets standard" or "does not meet standard."
9. The teacher and evaluator shall continue to meet to review additional documents and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards and 42 Criteria. If the evaluator determines that the teacher has not met all eight Iowa Teaching Standards and 42 Criteria, then the evaluator shall inform the teacher which standard(s) and criteria (ion) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight Iowa Teaching Standards and 42 Criteria. Additional Evaluations: Any employee may request one additional formal evaluation during the school year, and the evaluator may grant that request. If granted, formal evaluation procedures shall be followed. The request for such an evaluation shall be placed in the employee's file. The employee shall have the right to submit an explanation of other written statement regarding any material used for formal or informal evaluation for inclusion in his or her evaluation file.
10. During each school year involving an individual career development plan, the career teacher shall submit an individual career development plan by October, 31st. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 school days of submission. Modifications of the plan can be made after an administrator/teacher conference. The annual review of the individual career development plan shall occur at an agreed upon date prior to May 30.
11. The administration may utilize other methods of informal evaluation. If an administrator places a written document in an employee's personnel file, which the administrator either prepared or received from a patron of the district, and such document will be used in evaluating a teacher, the administrator shall notify the employee of the action. The employee will be allowed to review the document and to submit a written statement for attachment to that document. Informal classroom visits by the Superintendent or his designee may occur at any time. If an informal classroom observation becomes evaluative, the employee shall be notified in writing within (5) working days.
12. SECTION VI - GRIEVANCE LIMITATION: Current Contract Language
13. SECTION IV - APPLICATION: Current Language
14. SECTION V - COACHING EVALUATION: Current Contract Language
15. It is agreed that this action is not to be considered precedent setting for either party.

FOR THE DISTRICT

Mike Ashton, Superintendent Date

Scott Neff, Board President Date 5/15/06

FOR THE ASSOCIATION

Teri Ross-Engle, Head Negotiator Date 5/8/06

Kara Schnathorst, President Date 5/9/06

FOR THE DISTRICT

Mike Ashton, Superintendent Date 4/29/05

Shane Tiernan, Board President Date 4/29/05

FOR THE ASSOCIATION

Teri Ross –Engle, Head Negotiator Date 4-29-05

Kara Schnathorst, President Date 4/29/05