English Valleys CSD English Valleys EA 7/1/2006 6/30/2007

ENGLISH VALLEYS CSD/EA 06-07

2006-2007

MASTER CONTRACT

BETWEEN

ENGLISH VALLEYS EDUCATION ASSOCIATION

AND

ENGLISH VALLEYS COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

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ARTICLE I

DUES DEDUCTION

1-1 Authorization

The President of the Association shall present to the Board Secretary/Treasurer by September 1, a list of all the employees authorizing payroll deduction of professional dues.

Any employee who is a member of the bargaining unit may sign and deliver to the Association, an assignment authorizing deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deductions.

It shall not be the responsibility of the Board to deduct that portion of unpaid dues of an employee who leaves the school district before the end of the school year.

1-2 Regular Deduction

Pursuant to the deduction authorization, the Board Secretary/Treasurer shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve months, beginning in September and ending in August of the current year.

1-3 Pro-Rated Deduction

Any new employee who begins dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through August.

1-4 Duration

Authorization of payroll deduction of professional dues shall continue for the duration of this contract.

1-5 Transmission of Dues

The Board Secretary/Treasurer shall transmit to the Association the monthly deductions for professional dues within ten (10) school days following each regular payroll.

1-6 Indemnification

"The Association agrees to indemnify and hold harmless the Board, each individual Board member, the Board Secretary/Treasurer and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction."

ARTICLE II

GRIEVANCE PROCEDURE

2-1 Definition

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

2-2 Procedure

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

B. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the aggrieved employee to proceed to the next step. The time limits may be extended by mutual agreement.

C. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the employee's representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The Administration shall determine whether an interference has occurred under this paragraph.

D. All grievances must be presented within five (5) working days of the date of occurrence or knowledge of the occurrence of the event giving rise to the grievance.

E. At all steps of a grievance after Step One, the Association and the Administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.

2-3 Grievance Steps

A. Step One. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the aggrieved and the aggrieved employee's building principal.

B. Step Two. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in written form, Schedule III (contained within this Agreement) with the building principal within seven (7) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested. Within seven (7) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved employee and the employee's representative(s), if requested, to discuss the alleged grievance and attempt to resolve same.

The principal, or other Board representative(s), shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within seven (7) working days following the meeting between the principal and the aggrieved employee.

C. Step Three. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee, if the employee so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or Superintendent's representative(s). Within seven (7) working days after the written grievance is filed, the aggrieved employee, the representative(s) of the aggrieved employee, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or representative(s) shall meet in an attempt to resolve the grievance. The Superintendent and/or representative(s) shall file an answer within seven (7) working days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the representative(s) of the employee.

D. Step Four. If the grievance is not resolved satisfactorily in Step Three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

1. The aggrieved employee or representative(s) shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a list of five arbitrators provided by the Federal Mediation and Conciliation Service. This request shall be in the form of a written communication from the aggrieved employee and his/her representative(s) which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The party selected to remove the first name shall do so within three (3) working days after receipt of the list. Each party shall have one (1) working day to remove the next name.

2. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising here under.

4. Each party shall bear its own cost and expenses of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the aggrieved employee or the employee's representative(s).

2-4 Other

A. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the aggrieved employee, and their designated or selected representative(s) heretofore referred to in this Article.

B. If any employee or Association files any claim or complaint in any form other than the grievance procedure set forth in Schedule III of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

C. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and not be kept in the personnel file of the participant(s).

D. Unless agreed to by the Superintendent or designate, all grievances shall be processed outside the employee's work day.

ARTICLE III

WAGES AND SALARIES

3-1 Schedule

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

3-2 Placement on Salary Schedule

A. Each employee shall be placed on their proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two (2). Any employee hired prior to the end of the first semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Credit on the salary schedule shall be given up to maximum of seven (7) years for previous teaching experience in a duly accredited school upon initial employment. Additional teaching experience credit may be given at the sole discretion of the Superintendent.

Experience outside teaching will be evaluated by the Board and credit on the salary schedule will be given in accordance with their judgment.

C. An employee assigned to extracurricular activities for which compensation is given shall be placed on their proper step as of the effective date of the Agreement.

3-3 Advancement on Salary Schedule

A. Increments. Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the English Valleys Community School District for ninety (90) consecutive teaching days or more in one (1) school year.

B. Educational Lanes. Employees who move from one educational lane to a higher educational lane on the salary schedule shall move to the corresponding eligible step on the higher lane. Employee educational advancement on the salary schedule shall only be graduate courses within an employee's assigned teaching area and those in pursuit of an advanced degree in the assigned teaching area. Credit may be given for graduate courses outside an employee's assigned teaching area, for a movement on the salary schedule, at the sole discretion of the Superintendent or designee. For an

employee to advance from one education lane to another, advance information of intent and advancement approval shall be required from the Superintendent and the employee shall file suitable evidence of additional educational credit with the Superintendent no later than fifteen (15) days after school commences. No advances on the salary schedule shall be made during the school year.

3-4 Method of Payment

A. Pay Periods. Each Employee shall be paid in twelve (12) equal installments on the 22nd day of each month. During the academic year employees shall receive their checks at their regular building.

B. Each employee shall annually have the option of receiving their July and August installments on the last business day of June. Employees desiring to receive their July and August installments on the last business day of June must make a written request to the Board Secretary five business days prior to the last business day of June. July and August installments may be picked up at the Superintendent's office on the last business day of June or the check will be mailed the last business day of June.

C. Exceptions. When a pay date falls on or during a school holiday or vacation, employees shall receive their pay checks on the last previous working day.

D. Final Pay. Each employee not returning in the fall shall have the option of receiving all or any part of their earned, contracted salary on the last pay period of the fiscal year. Each employee not returning in the fall due to retirement or due to taking part in the District's Voluntary Early Separation Policy, shall have the option of receiving all or any part of their earned, contracted salary on the last day of their individual contract.

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

3-5 Professional Development and Educational Improvement

A. Applications. Any employee who plans to enroll in a course or seminar at an accredited college or university and who desires such courses or seminar work to apply toward a continuing education stipend and/or educational lane change on the salary schedule must file advance written notification of enrollment with the Superintendent or designate.

B. Remuneration. Upon evidence of successful completion of any college credit course, the employee shall notify the Superintendent or Superintendent's designated representative that the employee is to receive a salary stipend from the Board in the amount of 50% of the cost of tuition with a maximum of $250 and appropriate credit toward an educational lane change on the salary schedule.

C. Required Education. All employees must comply with the continuing education regulations for teachers set by the Iowa Department of Education.

3-6 Salary Structure

The increases in subsequent years will be determined by a salary base schedule that is agreed upon by the Board and the Association.

1. B.A.+15 salary lane base will be 1.05 of the B.A. base
2. B.A.+24 salary lane base will be 1.075 of the B.A base
3. M.A. salary lane will be 1.10 of the B.A. base
4. M.A.+15 salary lane base will be 1.15 of the B.A. base
5. M.A.+24 salary lane base will be 1.175 of the B.A. base
6. There shall remain a 4% increase of the base amount in each column for each year of experience up to the maximum number of steps as listed in the existing salary schedule.

3-7 Steps and Lanes

<u>Lane A - BA</u>
Step 0 is the Base
Steps 0-9 shall each be a 4% step calculated from Step 0,Lane A
Steps 10-14 shall each be a 2% step calculated from Step 0, Lane A

<u>Lane B - BA +15</u>
Step 0 is 1.05 times the Base
Steps 0-13 shall each be a 4% step calculated from Step 0, Lane B
Steps 14-18 shall each be a 2% step calculated from Step 0, Lane B

<u>Lane C - BA +24</u>
Step 0 is 1.075 times the Base
Steps 0-13 shall each be a 4% step calculated from Step 0, Lane C
Steps 14-19 shall each be a 2% step calculated from Step 0, Lane C

<u>Lane D - MA</u>
Step 0 is 1.1 times the Base
Steps 0-14 shall each be a 4% step calculated from Step 0, Lane D
Steps 15-22 shall each be a 2% step calculated from Step 0, Lane D

Lane E - MA +15
Step 0 is 1.15 times the Base
Steps 0-14 shall each be a 4% step calculated from Step 0, Lane E
Steps 15-22 shall each be a 2% step calculated from Step 0, Lane E

Lanes F - MA + 24
Step 0 is 1.175 times the Base
Steps 0-14 shall each be a 4% step calculated from Step 0, Lane F
Steps 15-22 shall each be a 2% step calculated from Step 0, Lane F

3-8 Phase I, II, and III Funds

The District shall distribute funds received by the District pursuant to House File 499, Phase I and II (Chapter 294A, Code of Iowa, 1987), to all full and part-time teachers employed under a contract issued pursuant to Iowa Code 279.13, in accordance with the following:

A. An amount sufficient to pay out of district obligations shall be deducted from the fund before any distribution.

B. The funds received from Phase I and II will be utilized in funding Salary Schedule I.

C. Phase III funds will be allocated in concordance with and at the rates set forth in the application.

D. The District is obligated to distribute the monies set forth in this Article only to the extent that it actually receives such Moines from the State.

E. Payment for curriculum development and the hourly compensation rate for projects of the Phase III agreement between the Board and the Association shall be made a part of this agreement and therefore subject to the collective bargaining law.

3-9 Drivers Education

Drivers Education

Classroom Instruction Portion
Minimum of 30 Hours/maximum of 34 Hours .....Per Diem
(Per Diem = Teacher's Hourly Rate According to Master Contract)

Driving Portion (Per Student Basis).....0.005
(% of Base)

ARTICLE IV

INSURANCE

4-1 Types

A. Health and Major Medical. Employees with a FTE contract of 75% or greater and said employee's eligible immediate family members shall be offered a health and major medical insurance program paid for by the Board that meets the same specifications as the 2005-2006 insurance program.

Employees with a FTE contract of between 50% and 74% and said employee's eligible immediate family members shall be offered a health and major medical insurance program with the Board contributing the same percentage of the premium as the said employee's FTE contract. The insurance program meets the same specifications as the 2005-2006 insurance program. (I.E.- An employee with a 60% contract; the Board would contribute 60% of the employee's and said employee's eligible immediate family members health and major medical insurance premium and the employee would contribute the other 40% of the said premium.) Any employee contribution will be a payroll deduction.

Employees with a FTE contract of 49% or less will not receive the District's health and major medical insurance benefits.

B. Workmen's Compensation. Each employee shall be covered by workmen's compensation insurance paid for by the Board.

C. School Liability. All employees shall be covered by a school financial liability insurance covering job-related performance of duties.

D. Disability Insurance. Each insurable employee shall be provided disability insurance. If an employee is not insurable under the group policy criteria, the Board is not obligated to provide coverage or compensate the employee due to lack of insurability.

E. Dental Insurance. Paid by Employees

F. Vision Insurance. Paid by Employees

4-2 Coverage

A. The Board-provided insurance program shall be for twelve (12) consecutive months. New employees of the District shall be covered by Board-provided insurances no later than one (1) month after initial employment. When necessary, payment of premiums in behalf of the new employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, the new employee will be responsible for the coverage.

B. All terms and conditions of the insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (Company).

4-3 Descriptions

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

4-4 Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the duration of the contract year in which the employee's sick leave is exhausted.

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

ARTICLE V

LEAVES OF ABSENCE

5-1 Accumulative Sick Leave

Certified employees will accumulate sick leave days not to exceed one hundred (100) days which shall be accumulated as follows:

1st year in system	10 days
2nd year in system	11 days
3rd year in system	12 days
4th year in system	13 days
5th year in system	14 days
6th year in system and thereafter	15 days

5-2 Sick Leave Definition

A. Sick leave is defined as an absence for personal illness, injury or a medically-related disability.

B. Sick leave may be used for absence due to the illness of an employee's spouse and legally dependent child using the following criteria. Regularly scheduled medical, vision and dental appointments shall be excluded as a use of this leave. The maximum number of sick days one employee may use for this purpose shall not exceed five (5) days per school year.

5-3 Extended Sick Leave Without Pay

A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon the written request by the employer with a doctor's verification.

B. Return Rights. The employee shall return to previously assigned full-time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

C. Benefits. Health insurance shall be continued for a period of three (3) months beginning with the effective date of leave. The employee shall have the opportunity to continue health insurance for two (2) additional years at the employee's own expense if agreed to by the carrier.

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

5-4 Paid Leave

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

A. Personal. At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Personal business days may be accumulated to a maximum of five (5) days beginning with the 1980-1981 contract year. A maximum of three (3) days may be used at any one time unless approved by the administrator. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify their principal at least one (1) day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Not more than two (2) teachers may have personal leave on any one (1) day.

B. Jury and Legal. An employee called for jury duty during school hours shall be granted paid time to fulfill jury duty obligations. An employee called to testify in a judicial or administrative hearing shall be granted paid time to fulfill witness obligations, provided neither the employee nor an immediate family member (as defined in Bereavement Leave) is a party to the action. Any fees or remuneration, other than mileage, received for jury duty or for being a witness shall be turned over to the District. Except that the same shall not apply where the Board or the Association is a party to the proceedings.

C. Professional. At the beginning of every school year, each employee shall be credited with two (2) days to be used for employee's professional leave. Professional leave days may be used for any educational purpose at the discretion of the employer. The employee planning to use a professional leave shall notify the building principal at least one (1) week in advance of the absence. The Board will pay the registration fees up to fifty dollars ($50), and all necessary mileage expenses to and from the conference at the rate set by the State. Professional days shall be used for the purpose of:

1. Visitation to view other instruction techniques or programs.

2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

D. Association. Up to four (4) days shall be available for a representative of the Association to attend conferences or conventions of the state and national affiliated organizations. The Association will pay the cost of the substitute for an employee on Association leave.

E. Bereavement. Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, parent or parent-in-law, brother, sister and up to two (2) days of leave shall be granted at any one time in the event of death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, spouse's grandparent and any other member of the immediate household. Employees shall be granted one (1) day of leave in the event of the death of another relative which is not listed above. One day per year shall be granted to attend the funeral of a person not listed above. In the event of the death of step-relative, leave shall be granted following the same criteria as leave in the event of the death of a blood-relative. In the event of the death of an employee or student in the English Valleys Community School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

F. Emergency Leave. Emergency leave may be granted by the Superintendent at the time of unforeseen emergencies. All personal leave must be used before a request may be made for emergency leave.

5-5 Unpaid Leave

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

ARTICLE VI

EMPLOYEE HOURS AND LOAD

6-1 Preparation Time

A. Grade Level. Classroom employees shall have daily preparation time (on a weekly basis) during which they shall not be assigned to any other duties (except in emergency situations) as determined by the principal as follows:

1. Elementary School - 150 minutes a week
2. Jr./Sr. High - one (1) class period per day

B. The Board shall employ a person to supervise students during the noon recess at the Elementary Building to relieve classroom teachers of daily supervision of students during this time, if necessary, to provide a daily period of thirty (30) consecutive minutes of preparation time when not allowed by the schedule.

6-2 Designated Contract Area

The contract of employment shall state the building, grade and subject assignment. Upon consultation with the teacher, changes may be made as necessary, same to be communicated to the teacher as promptly as possible.

6-3 Late Starts/Dismissals Because of Weather Conditions and other Emergency Health or Safety Factors

When an employee is working in a school and the school is dismissed early because of weather conditions or other emergency health and safety factors, the employee's workday shall end when the pupils are dismissed. When the school day is delayed due to emergency health and safety factors, the start of the employee's workday will also be delayed for an equivalent period of time.

6-4 Employee Workday

The employee workday shall be defined as 8:00 A.M. to 3:50 P.M. with the employee's workday ending the same time as students on Fridays and days before vacations.

6-5 Duty Free Lunch

Each employee shall have a 20 minute duty free period of time for lunch.

ARTICLE VII

EVALUATION PROCEDURE

7-1 Definition of Evaluation

A. Teacher evaluation is to improve instruction to achieve a better education for the students and to determine the competency and professional skills and abilities of the teacher.

B. Evaluation is:

1. To provide a definite record of satisfactory evaluation to identify and recognize the successful teacher.

2. To provide definite information to the teacher whose work is unsatisfactory, in order that the teacher may have adequate opportunity for improvement.

3. To provide a systemic method of identifying the occasional teacher who lacks the ability or desires to make the professional growth necessary to become a satisfactory teacher. (Should not be retained)

4. To protect the teacher from hasty and/or unjust criticism.

7-2 Evaluation Procedure

A. Teacher Notification. Within six (6) weeks after the beginning of each term, the building principal or superintendent shall acquaint each teacher under their supervision with the evaluation standards, and instruments, and advise each teacher as to the building principal or superintendent who will observe and evaluate the teacher's performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

B. All evaluations of a teacher shall be conducted with the full knowledge of the teacher for the purpose of evaluation toward the improvement of professional performance as a means of improving instruction and to determine competency and professional skills and abilities of any teacher.

1. **TIER I Beginning Teacher Evaluation - Year One and Two (Three)**

Beginning Teachers shall be evaluated at least three times in year one and in year two (year three).

2. **TIER II Evaluation for Career Teachers**
A Career Teacher has demonstrated continued competence on the Iowa Teaching Standards and shall be evaluated at least one (1) time during each three (3) year period of teaching.

3. **TIER III Intensive Assistance Plans**
The purpose of Tier III is to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards. The frequency of evaluations or teachers receiving Intensive Assistance shall be determined by the evaluator.

4. Conference and Copy. A copy of each formal written evaluation shall be given to the teacher and a conference shall be held between the teacher and the building principal or superintendent within ten (10) school days following the classroom observation. A copy signed by both parties shall be given to the teacher. The teacher signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

5. Responses. If the teacher feels their formal written evaluation is incomplete, inaccurate or unjust, the evaluated teacher may put objections in writing, within five (5) school days, and have them attached to the evaluation report to be placed in their personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

6. Contract Duties. An evaluation under Article 7, Section 2, is to consider only assigned contract duties. A teacher has the right to grieve the fairness and accuracy of an evaluation that does not meet the above definition.

7. Each employee has the right to review and to copy any document contained in his/her personnel file.

7-3 Complaints

Any complaints directed toward an employee which are placed in the teacher's personnel file are to be promptly called to the teacher's attention, in writing.

ARTICLE VIII

HEALTH PROVISIONS

Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease and tuberculosis. Such evidence shall be limited to a statement from a licensed physician or other licensed health care practitioner authorized by the State of Iowa of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. (The Board will pay up to a maximum of $60 toward the required physical examination every three (3) years.) The Board may require a subsequent examination when, in its judgment such an examination is relevant to an employee's performance or status. (The examining physician/health care practitioner shall be selected by the employer and the Board shall pay the cost of such examination). Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. The physician report shall be on file with the Board Secretary prior to delivery of the first (1st) pay check.

ARTICLE IX

SAFETY PROVISIONS

9-1 Employee Facilities

Each school shall maintain the following safety provisions for employees:

A. Parking. Off-street parking facilities as feasible.

B. Employee Equipment. A serviceable desk, chair and storage area for the exclusive use of the employee.

9-2 Use of Reasonable Force

A. Use of Reasonable Force. An employee may, within the scope of the employee's employment, and pursuant to Board policy, use and apply such amount of force as is reasonable, lawful, and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense and for the protection of persons or property.

B. Assault of an Employee

1. The Board shall cooperate with local law enforcement authorities for any assault upon the employee while acting in the discharge of employee's duties.

2. Leave. When absence arises out of, or from, such assault or injury through no culpability of the employee, the employee shall be entitled to the equivalent of, but not more than full salary for the period of such absence, but shall not forfeit any sick leave or personal leave if medically substantiated.

C. Reporting Assaults

1. Principal or Immediate Supervisor. Employees shall immediately report cases of assault suffered by them in connection with their employment, to their principal or other immediate supervisor and to the police.

ARTICLE X

REDUCTION OR REALIGNMENT OF STAFF

10-1 Responsibility, Areas To Be Considered, and Authority

A. The Board has a responsibility to the citizens of the School District to run the schools in an effective and efficient manner. In the event of budgetary problems, declining enrollment or other emergency, the Board shall take whatever action it deems necessary, including but not limited to, reduction of staff.

B. The Board will examine curriculum, community needs, and other pertinent information in making its decisions.

C. It is recognized that the Board retains the right to determine, (1) when a reduction in staff is necessary; and (2) the area (grade levels, subjects, courses, educational programs) where the reduction will occur.

D. In any reduction of staff, it is recognized that the employment of the best qualified teachers in the areas of required study and need shall be the objective and within the authority of the Board.

10-2 Procedure When Reduction In Staff Is Necessary

A. When, in the sole, exclusive and final judgment of the Board, decline in enrollment, reduction of program or any other reason requires reduction in staff, the Administration shall attempt to accomplish same by attrition as long as same is consistent with the objective as set forth in Article 10, Section 1, Paragraph C of this Agreement.

B. In event such reduction cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality education program possible. If a choice must be made the following guideline will hold:

1. Grades K-6: The contract of the teacher with longest professional experience in English Valleys Community School District will be renewed.

2. Grades 7-12: The contract of the teacher with the longest professional experience in English Valleys Community School District in the affected department will be renewed.

3. If, after (1) and (2) are applied and choice must still be made, relative skill, ability and competence will be the deciding factors. The Board will have sole discretion in making this decision.

C. A teacher, whose contract has not been renewed as a result of this Article X, shall be entitled to the same recommendation and credentials for any job in another district as would a teacher who voluntarily left the District. These proceedings as such shall not detract from the recommendations of such teacher.

D. Notices of employee terminations will follow the provisions of Chapter 279.15, Code of Iowa.

10-3 Recall

A. A teacher who has been laid off because of staff reductions would be given the opportunity of having an interview for a subsequent teaching position for which they qualify.

B. Any teacher who was on the recall list but decided to take a teaching position in another school district forfeits all recall rights.

C. An employee who is laid off due to staff reduction will remain on the recall list for (2) years unless the employee waives recall rights in writing, unless Recall Article 10, Section 3, Paragraph B applies.

D. If an employee is recalled and hired, the employee will receive all unused sick leave benefits and personal leave benefits that had accumulated prior to their dismissal. The employee will be placed on the proper step of the Salary Schedule for the employee's current position and experience. An employee on recall shall not accrue any sick leave, benefits or experience on the Salary Schedule while not employed by the District.

10-4 Involuntary Transfer

A. Definitions

1. Transfer. The assignment of an employee to a different job classification, grade level, or subject area shall be considered a transfer.

2. Involuntary Transfer. A transfer not initiated by the employee.

3. Instructional Requirements of the District. Shall be determined by the Board and are not subject to the grievance procedures of this contract.

B. Procedure

When an involuntary transfer is necessary, the District shall first consider the instructional needs of the District. The District shall also consider employee evaluations, certification, academic preparation, seniority, and ability.

C. Notice

Notice of an involuntary transfer shall be given in writing to the affected employee.

D. Voluntary Transfer

No involuntary transfer shall be made to fill a vacancy if a qualified voluntary applicant exists unless the instructional requirements of the District cannot be met by granting the voluntary transfer request.

E. Return Rights

Any employee who is transferred to an administrative or supervisory position and who later returns to his/her former status shall be entitled to retain such rights as may have accrued under this Agreement before such transfer to administrative or supervisory status.

10-5 Voluntary Transfer

A. Definitions

1. Transfer. The assignment of an employee to a different job classification, grade level, or subject area shall be considered a transfer.

2. Voluntary Transfer. A transfer requested by the employee.

3. Instructional Requirements of the District. Shall be determined by the Board and are not subject to the grievance procedures of this contract.

B. Notification of Vacancies

1. Posting. The superintendent shall post in both buildings a list of vacancies which occur during the school year and for the following school year.

2. Filing Requests. An employee who desires a change in grade level and/or subject assignment may file a written letter of application with the superintendent. Such application shall include the grade level and/or subject assignment the employee desires to be transferred to.

C. Procedure

In the processing of a voluntary transfer, the District shall first consider the instructional needs of the District. The District shall also consider employee evaluations, certification, academic preparation, seniority, and ability.

D. Notice

Notice of approval or denial of a voluntary transfer shall be given to the affected employee(s).

ARTICLE XI

SUPPLEMENTAL PAY

11-1 Extra Duty Activities

A. Approved Activities. The Board and the Association agree that the extra-duty activities listed in Schedule II are official school-sponsored activities covered by school insurance.

B. Rate of Pay. Employee participation in extra-duty activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay or other stipulations in Schedule II which is attached hereto and made a part thereof.

If a position is not voluntarily filled, the Administrator shall have the authority to assign personnel to such duty.

11-2 Expenses of Traveling Employees

A. Employees who may be requested to use their own automobiles for field trips or other business of the District shall be reimbursed for all such travel at the rate as set by the State.

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

C. Employees who are scheduled to travel between attendance centers for academic assignments will be reimbursed $125 for the school year per round trip. Reimbursement of the District's set mileage allowance is not subject to taxes after presenting a signed request for reimbursement. Payment above the District's set mileage allowance is subject to all applicable taxes.

ARTICLE XII

COMPLIANCE CLAUSES AND DURATION

12-1 Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12-2 Printing Agreement

Copies of this Agreement shall be printed at the equal expense of the parties after agreement between the Board and the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, or hereafter employed. In addition, twelve (12) extra copies will be furnished to the Association for its files.

12-3 Notices

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

A. If by the Association to Board, Superintendent of Schools, English Valleys Community School District, P.O. Box 490, North English, Iowa 52316

B. If by Board to Association, English Valleys Education Association, North English, Iowa 52316

12-4 Duration Period

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, substituted or added to by mutual agreement.

ARTICLE XIII

PAYROLL DEDUCTIONS

13-1 Payroll Deductions

Upon appropriate written authorization by the employee,the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group health, and other insurances that the Board and Association agree upon.

13-2 Indemnification

"The Association agrees to indemnify and hold harmless the Board, each individual Board member, the Board Secretary/Treasurer and all court costs arising out of the application of the provisions in the agreement between the parties for payroll deduction."

SIGNATURE CLAUSE

THIS AGREEMENT IS EXECUTED AND AGREED UPON THIS 12th DAY OF APRIL, 2006.

ENGLISH VALLEYS EDUCATION ASSOCIATION

BY_____

EVEA PRESIDENT or DESIGNEE

ENGLISH VALLEYS COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

BY_____

EV BOARD PRESIDENT

2006-2007 ENGLISH VALLEYS SCHEDULE I

		24035 BASE				
	BA LANE A	BA +15 LANE B	BA +24 LANE C	MA LANE D	MA +15 LANE E	MA +24 LANE F
YRS EXPER	1	1.05	1.075	1.1	1.15	1.175
STEP						
0	$24035	$25237	$25838	$26438	$27640	$28241
1	$24996	$26246	$26871	$27496	$28746	$29371
2	$25958	$27256	$27905	$28554	$29851	$30500
3	$26919	$28265	$28938	$29611	$30957	$31630
4	$27881	$29275	$29972	$30669	$32063	$32760
5	$28842	$30284	$31005	$31726	$33168	$33889
6	$29803	$31294	$32039	$32784	$34274	$35019
7	$30765	$32303	$33072	$33841	$35380	$36149
8	$31726	$33313	$34106	$34899	$36485	$37278
9	$32688	$34322	$35139	$35956	$37591	$38408
10	$33168	$35331	$36173	$37014	$38696	$39538
11	$33649	$36341	$37206	$38071	$39802	$40667
12	$34130	$37350	$38240	$39129	$40908	$41797
13	$34610	$38360	$39273	$40187	$42013	$42927
14	$35091	$38865	$39790	$41244	$43119	$44056
15		$39369	$40307	$41773	$43672	$44621
16		$39874	$40823	$42302	$44224	$45186
17		$40379	$41340	$42830	$44777	$45751
18		$40884	$41857	$43359	$45330	$46315
19			$42374	$43888	$45883	$46880
20				$44417	$46436	$47445
21				$44945	$46988	$48010
22				$45474	$47541	$48575

SCHEDULE II

SUPPLEMENTAL PAY

The Administration will use as a guide, the experience factor as set forth in Article 3, Section 2, Paragraph B of the Agreement to place the teacher/coach on the extra duty salary schedule. Experience in the field to which the teacher/coach is assigned is the only experience to be considered. The Board, after reviewing the current status of each extracurricular program, reserves the right to determine whether personnel will be employed in each of the following extracurricular positions. All salaries are calculated by multiplying the percentage by the base salary of Schedule I.

	0-3 Years	4-6 Years	7 or More Years
Athletic Director	15.1	16.2	17.3
Major Sports: Football, Wrestling, Basketball, Volleyball, Baseball, and Softball			
Head	12.1	13.2	14.3
Assistant	6.6	7.7	8.8
Minor Sports: Track, Cross Country (Boys/Girls)*, and Golf			
Head	7.7	8.8	9.9
Assistant	5.5	6.6	7.7
Combined Golf	12.1	13.2	14.3
Combined Track	12.1	13.2	14.3
*Cross Country (Boys/Girls) to be paid as one (1) "Minor Sport"			
Junior High Sports: Football, Wrestling, Basketball, Volleyball and Track			
Head	5.5	6.0	6.6
Combined Track	7.7	8.8	9.9
Junior High Wrestling Combined with Assistant Wrestling	3.3	4.4	5.5
Summer Band	8.0	8.5	9.0
Concessions	5.0	6.5	8.0
Yearbook	3.85	4.4	4.95
Bearometer	3.85	4.4	4.95
Fall Musical (Co-Director) Fall of each even numbered year.	3.3	3.85	4.4
Spring Play	3.3	3.85	4.4
Marching Band	3.3	3.85	4.4
Pep and Jazz Band	3.3	3.85	4.4
High School Vocal Music	3.3	3.85	4.4
Speech	2.75	3.3	3.85
Cheerleader Sponsor	2.75	3.3	3.85
Elementary Vocal Music	2.2	2.75	3.3
Prom Sponsors (Jr. Class) each	2.2	2.75	3.3

Academic Decathlon	2.2	2.75	3.3
Student Council Advisor	3.3	3.85	4.4
Summer Weight Lifting	4.0	4.25	4.5
Summer Weight Lifting	4.0	4.25	4.5
Model United Nations	3.25	3.50	3.75
Elementary Instrumental Music	2.2	2.75	3.3
Drill Team Advisor	5.5	6.05	6.6
District Newsletter Editor	3.85	4.4	4.95
Morning Weight Lifting Monitor (Fall)	2.0	2.125	2.25
Morning Weight Lifting Monitor (Winter)	2.0	2.125	2.25
Morning Weight Lifting Monitor (Spring)	2.0	2.125	2.25

Activity Event Workers (Per Event) $15

Employees may volunteer to work as hall/event monitors, tickets takers, etc. at school events. If the number of volunteers is not sufficient to meet the needs of the District then employees will be assigned activities to work. The number of workers for each event will be determined by the administration.