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

HUMBOLDT CSD/EA

06-07

90 Employees

Humboldt Community School District

2006-2007 Master Contract

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AGREEMENT

Introduction

The Board of Directors of the Humboldt Community School District, hereinafter referred to as the "Board", and the Humboldt Education Association, hereinafter referred to as the "Association", mutually agree that the aim of the public schools is to provide a quality education program for children and youth of the school district.

The parties further agree that the attainment of this educational objective is a responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

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

I. Recognition:

The Board of Directors of the Humboldt Community School District recognizes the Humboldt Education Association as the sole and exclusive negotiating agent for

Inclusions: All full time and regular part time professional employees employed by the Humboldt Community School District in the following job titles: teachers, librarians, guidance counselors.

Exclusions: All other job titles employed in the Humboldt Community School District including but not necessarily limited to: superintendent, principals, assistant principals, coordinators, directors, business manager, nurses, substitutes, classified employees and all other positions excluded by Iowa Code Section 20.4.

II. Impasse Procedures:

The Board and the Association agree that in the event of impasse the provisions of the Iowa Public Employment Relations Act shall apply (Chapter 20, Code of Iowa).

III. Good Faith Bargaining:

Good faith negotiations require a free and open exchange of views by the parties involved. Therefore, the Board and the Association agree to meet at reasonable times and places to negotiate in an effort to reach agreement as provided for in Chapter 20 of the Iowa Code. Articles tentatively agreed to shall be initialed by each party, dated and set aside to be submitted for ratification as part of the agreement.

IV. Dues Deduction:

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board or its designee on or before October 1 yearly an assignment authorizing payroll deduction of dues. Newly hired employees who begin employment and deduction after September shall have the total amount prorated. Such authorization shall remain in effect from year to year unless revoked in writing. Any authorization may be revoked at any time by the employee by thirty days written notice to the Board and to the Association. The form of assignment shall be set forth on the attached sheet.

B. Regular Deduction

Pursuant to a deduction authorization the Board shall deduct one-fifth of the total dues from the regular salary check of the employee each month for five months beginning in October and ending in February or deduct one-tenth of the total dues from the regular salary check of the employee each month for 10 months beginning in October and ending in July.

C. Transmission of Dues

The Board shall transmit to the Humboldt Education Association the total monthly deduction for dues for members of that organization on or before the 25th of the month following the payroll deduction. The Board will also cause to be submitted a list of members for whom deduction has been made with the first payment and subsequent lists of changes only.

D. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

DUES DEDUCTION AUTHORIZATION FORM

For Office use only. Do not fill out.

Employee No. _____

Date Started _____

Changes

Date	Amount	Date	Amount

Authorization for Payroll Deduction for Education Association Dues.

First Name Initial Last _____

Total Professional Dues Amount $_____

I hereby request and authorize the Board of Education of the Humboldt Community School District to deduct from any earnings each month October-February or October-July a specified amount to provide for the monthly payment of dues on my behalf to the treasurer of the Humboldt Education Association for 5 or 10 months.

It is understood that this authorization shall begin on the October payroll and shall continue through February and/or July unless revoked in writing by a thirty-day notice to employer and organization.

Date_____ Signature_____

Social Security Number _____

To be filled out in duplicate - one copy to be filed with the secretary of the Board of Education by October 1.

Note: It is understood that this authorization shall remain in effect from year to year unless revoked by 30 days written notice to the Board and the Association.

V. Grievance Procedure:

A. Definitions

1. A grievance is a claim that terms of this agreement have been misapplied or violated as they relate to the employee or group of employees.

2. The aggrieved person is the employee or employees having the grievance.

B. Purpose

The purpose of the grievance procedure is to secure at the lowest possible administrative level proper and equitable solutions to grievances and to guarantee an orderly succession or procedure wherein those solutions will be pursued confidentially.

C. Procedure

If the aggrieved person desires the support of the Humboldt Education Association in connection with processing his/her grievance, he/she should appeal to the grievance committee which will acquaint him/her with grievance procedure.

The number of days indicated at each level are maximum since grievances should be processed rapidly, 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 will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

There are four levels at which a grievance may be resolved:

1. **Level One**: An aggrieved person shall first discuss his/her grievance with his/her immediate superior, either by self or in the company of a teacher selected by him/her, with the objective of resolving the grievance informally. This must be done within twenty (20) days of the occurrence of the event which caused the grievance.

2. **Level Two**: If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) working days after the discussion, he/she may file the grievance in writing with his/her immediate superior and send a copy to the chairman of the Association's Grievance Committee. The immediate superior shall, within five (5) working days after receiving the written grievance give the aggrieved person his/her written answer with a copy for the chairman of the Grievance Committee.

3. **Level Three**: If the aggrieved person is not satisfied with the disposition as evidenced by the written answer, he/she may appeal such disposition to the Superintendent of Schools.

   This shall be done within fifteen (15) working days of receipt of the disposition at Level Two.

   The superintendent shall within ten (10) working days after receipt of the grievance meet with the aggrieved person and his/her representative(s) and

such other persons as the superintendent has designated to consider the grievance.

Within four (4) working days after such meeting the superintendent or his/her representative shall give the aggrieved person and the Chairman of the Grievance Committee a written disposition of the grievance if settlement was agreed upon or, if not, his/her answer to the grievance.

4. **Level Four**: If the aggrieved person is not satisfied with disposition of the grievance by the superintendent, or if no disposition has been made within the time limits, the aggrieved person may submit the grievance to arbitration. This shall be done within ten (10) working days of the maximum number of days provided in Level Three.

   Within ten (10) working days after written notice to the superintendent of submission to arbitration, the superintendent and the aggrieved person shall attempt to agree upon a mutually acceptable 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 by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name from the list shall do so within two (2) working days, and the other party shall have one (1) additional working day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

   The arbitrator so selected shall confer with both the representatives of the superintendent and the employee and hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the superintendent and the employee and shall be final and binding on the parties. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the employee. The employee's share may be paid by the Association upon mutual agreement between the employee and the Association. Any other expenses incurred shall be paid by the party incurring them.

D. 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 Three. The Association may process such a grievance through binding arbitration.

GRIEVANCE REPORT

_____ NAME OF AGGRIEVED PERSON

_____ DATE FILED

_____ Building

1 copy to Appropriate Supervisor
1 copy to Aggrieved Person
1 copy to Association
1 copy to Superintendent

Level II Appeal to Immediate Supervisor

A. Date Violation Occurred: _____

B. Section of Contract Affected: _____

C. State of Grievance:

D. Relief Sought:

Signature _____

Date _____

E. Disposition by Immediate Supervisor

_____
Signature Date

Level III Appeal to Superintendent

_____
Signature of Aggrieved Person

_____
Date Submitted

Disposition by Superintendent: _____

_____
Signature of Superintendent

_____
Date

Level IV Appeal to Arbitration

_____
Signature of Aggrieved Person

_____
Date Submitted to Arbitrator

_____
Date

_____
Date Received by Arbitrator

Disposition and Award of Arbitrator:

_____
Signature of Arbitrator

_____
Address

_____
Date of Decision

VI. Supplemental Pay Schedules:

That extracurricular activity assignments performed by the staff covered by this agreement shall be distributed as follows:

A. Every staff member shall be assigned to work no more than three extra-curricular assignments without receiving compensation except that individual staff members may volunteer for assignments in excess of the three assigned. The three assignments shall not include bleacher supervision at the athletic events, pep bus supervision, nor any duties associated with extracurricular activities which fall on school recognized holidays or scheduled vacation days. Any paid supervision will not be considered as one of the three assigned duties.

B. Bleacher supervision for athletic events and duties performed on school recognized holidays or scheduled school vacation days, all IHSAA and IGAU sanctioned tournament duties, and duties in excess of three will be filled on a voluntary basis and paid at the rate of $12.00 per person per activity. All duties will be assigned by the Activities Director except that the Director may request and use paid volunteers.

C. Pep bus supervision duties shall be voluntary. Pep bus supervisors will be paid $10.00 per trip of less than thirty-five miles one way, $12.50 for trips of thirty-six to sixty-five miles one way, and $15.00 per trip for trips of more than sixty-six miles one way.

D. Members of the coaching staff will no longer be required to officiate athletic events at the junior high school. Athletic coaches will not be assigned duties in excess of three assignments unless paid at the rate of $12.00 per person or activity; however, any staff member may volunteer to work more than three duties without reimbursement.

E. Responsibility for filing a claim is with the employee.

F. The Supplementary Salary Schedule will be a part of this agreement (See Schedule B).

G. A survey will be taken by the Humboldt Education Association which will allow members to identify preferred extracurricular work assignments. A sincere effort will be made to honor the preferences expressed and to equitably divide the undesirable jobs as identified by the survey. The survey will be completed during the spring preceding the contract year.

H. Instrumental music extended contracts shall be paid on a per diem basis (1/200th of the employee's base salary) or a monthly basis (1/10th of the employee's base salary).

VII. Wages and Salaries:

A. That the base salary of $24,334 (reflecting incorporated Phase II dollars on top of the generator base of $23,923 dollars) be set into the present salary schedule, the resulting schedule to be used during the 2006-2007 school year. (See Schedule A.)

B. Initial Placement

1. **Initial Salary Classification** - The certificated employees are classified into six classes according to the amount of education: **Class I** - bachelor's degree; **Class II** - bachelor's degree plus either 15 semester graduate hours or Humboldt District approved staff development credits or combination of graduate and Humboldt District approved staff development credits; **Class III** - bachelor's degree plus either 30 semester graduate hours or Humboldt District approved staff development credits or combination of graduate and Humboldt District approved staff development credits; **Class IV** -master's degree; **Class V** - master's degree plus either 15 semester graduate hours or Humboldt District approved staff development credits or combination of graduate and Humboldt District approved staff development credits; **Class VI** - master's degree plus either 30 semester graduate hours or Humboldt District approved staff development credits or combination of graduate and Humboldt District approved staff development credits.

2. **Initial Placement** - The initial salary is based upon the candidate's qualifications and experience in accordance with the salary schedule and regulations in force at the time of employment.

3. **Allowance for Experience** - In calculating teaching experience, no fractional credit of less than one-half year will be credited. Six months or more of actual teaching in a given school year will be credited as one year's experience. Actual teaching experience of less than six months but more than three and one-half months in any one school year, will be credited as a half-year of experience. Teachers may be placed on a half-step. Full credit will be allowed for approved teaching experience up to a maximum of eight years; additional credit for actual teaching experience may be granted by the Board of Education.

C. Each teacher who has not reached the top of his/her educational lane shall be advanced one step for each year of service until he/she has reached the maximum step of his/her educational lane.

D. Longevity pay shall be established by distributing to those teachers who have experience in this system beyond that which is recognized by the existing salary schedule. Each teacher would receive longevity payment in the amount of $80.00 for each year they exceed their final vertical step. The individual longevity pay would be determined by multiplying the number of years times $80.00.

E. Part-time employees will be reimbursed an additional 1% over their normally assigned FTE based upon participation in all non-student contract work days or in-service days/activities. If the building principal requests that the part-time employee work a full staff development day, they will be paid their normal hourly wage rate for each hour worked beyond their normal scheduled hours.

F. Employees will be paid monthly on or before the 15th of each month.

G. Phase II Readjustment

If the Humboldt Community School District fails to receive all or part of the Phase II dollars (HF 499 dollars) or all or part of Phase II dollars fail to be incorporated into a new state school finance formula such that the financial backing for

incorporation of Phase II dollars into the salary schedule for 2006-2007 and succeeding years has been removed or diminished, the parties agree to readjust the salary schedule by reducing the schedule in the same way in which such monies were incorporated for the 2006 contract. That corporation resulted in Base and Lane adjustments as noted on the bottom of Schedule A.

H. If Phase II monies become part of the district controlled budget, these monies shall remain part of the teachers wages and the salary schedule will be permanently recalculated to reflect these changes.

I. When an employee is absent, a substitute is not available, and another employee fills the teaching assignments of the absent employee, the employee acting as a substitute under these circumstances shall be paid at the rate of 1/6 the cost of a substitute per period (a block is 2 periods) in the secondary or per 40 minutes in the elementary, in addition to their regular salary. Each building administrator will record the wages earned per employee and notify the superintendent's office at the end of each semester to be paid with the next issued check.

VIII. Insurance:

A. **Health:** The health insurance program shall be maintained by the district and the full cost of premiums shall be paid by the district for single or family coverage as indicated by the employee.

Any employee hired starting with the **1996-97** school year will have their insurance paid on a pro-rated basis equal to the percent of their contract. However, any employee who was employed prior to the **1996-97** school year shall have their full premium paid regardless of the amount of time they are employed.

B. **Disability/Income Protection:** A plan will be provided calling for a 120 day waiting period with 60% coverage of monthly salary as coordinated with social security. The cost shall be paid by the Board.

C. **Life Insurance:** A plan will be provided calling for 24-hour coverage, $20,000 term life insurance for each employee with accidental death and dismemberment and waiver of premium for disability. The cost shall be paid by the Board.

IX. Leaves:

A. Personal Illness

All employees of the Humboldt Community School shall be entitled to leave of absence for personal illness or injury including temporary disability caused or contributed to by pregnancy with full pay in the following minimum amount:

1.	the first through third year of employment	13 days
2.	the fourth year of employment	14 days
3.	the fifth year of employment and each year thereafter	15 days

The above amounts apply only to the consecutive years of employment with the Humboldt Community School District. Unused portions of yearly sick leave may be accumulated to a total of 120 days maximum. The Board of Education may require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

1. Sick leave benefits in excess of 120 days maximum may be allowed at the discretion of the Board.

2. Every employee shall sign and approve his/her sick leave record at the end of each school year.

3. An employee shall be allowed up to five (5) paid days annually in the event of illness or injury in the immediate family, which days shall be charged to the employee's personal illness leave. Immediate family shall be defined as spouse, child or parent.

B. Death and Serious Illness

In addition to personal injury and illness, there will be allowed absence because of serious illness in the immediate family or death in the immediate family up to a total of five (5) days for each instance. In the case of serious illness which leads directly and immediately to death, "serious illness" and "death" will constitute separate "instances." Immediate family shall be defined as parent, grandparent, sister, brother, child, stepchild, grandchild, stepgrandchild, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, guardian and/or ward, or sole surviving relative. For each other relative a total of one (1) day leave for funeral attendance will be allowed.

Serious illness is defined as something very urgent with hospitalization, or care by a specialist, or a possibility of death involved.

Leave for funeral of a friend. The District will provide one (1) full day or two (2) half days each year for attendance at the funeral of a friend with no cost to the employee.

C. Professional

A teacher who must be absent from his/her regular instructional duties for the purpose of attending a function closely related to the school work such as delegate meetings of the Iowa State Education Association, curriculum study groups, legislation committees, school extracurricular activities meetings must have the approval of the Superintendent in advance. No pay deduction shall be made for such approved absences.

D. Personal Leave

Certificated personnel covered by this agreement will be allowed three (3) days of leave each year. The employee will not be deducted the cost of a substitute. The leaves may not be used during staff development days. Personal leave may not be taken during the last ten (10) school days without approval of the Superintendent. Personal leave will be allowed to extend a vacation/holiday pending a certified/suitable substitute may be found by the building principal.

E. Parental Leave

Upon application, an employee may be granted parental leave for a duration not to exceed six (6) weeks or until the end of the school year, whichever is less. Parental leave shall be unpaid (wages). Only one of two married employees can utilize parental leave at one time. Parental leave shall be available for care of an employee's child in the case of birth, adoption, or a serious illness. An employee

requesting parental leave shall request such leave as soon as the need for such a request is foreseeable, but not less than one month prior to the event, unless the need for such leave cannot be foreseen. An employee granted parental leave will resume his/her employment at the end of the leave, subject to transfer, reassignment, lay-off or termination consistent with contract and law. An employee may continue participation in the District health insurance program during the leave with District payment continuing (See Section IX A), if consistent with the insurance plan/contract. This paragraph shall be interpreted consistent with applicable federal law.

F. Leave for Political Purposes

The Board of Education of the Humboldt Community School District recognizes the right of its employees to seek, serve, and hold public office. The Board also recognizes that the district funds should not be used for non-educational activities.

G. Absence Without Pay

Absence without pay may be authorized by the superintendent or his/her designated representative for purposes which he/she considers necessary. Deduction for such absences shall be at the per diem rate of the contract.

H. Jury Leave

An employee shall be granted leave with pay for required jury duty. The employee shall turn over the jury stipend to the district. The employee shall notify Administration as soon as possible prior to such service and shall report back for duty as soon as released from jury duty.

I. Adoption Leave

Ten (10) days for travel and legal matters relating to adoption of a child will be granted, five (5) days at district expense and the additional five (5) to be taken from personal illness leave. An additional five days may be granted from personal illness leave for the care of an adopted child.

X. Staff Reduction:

A. Order of Staff Reductions

When in the sole, exclusive and final judgment of the Board of Education, reduction in staff is indicated because of declining enrollment, reduction of program or any other reason, the administration shall attempt to accomplish same through attrition. In the event further reduction is necessary, reduction shall be made in the following order within staff reduction categories:

1. Fully certificated personnel shall be terminated in the following order:

    a. Staff members with three years or less of seniority. If it is necessary to consider any staff member within this grouping, administration may select any person in its discretion.
    b. Staff members with more than three years seniority. If it is necessary to consider any staff member within this grouping for termination, seniority will be the basis.

c. Seniority is defined as the length of service in the Humboldt Community School District.

2. The staff reduction will occur within categories as follows:

   a. In grades PreK-6: classroom teachers and special teachers in the areas of art, general/vocal music, instrumental music, physical education, media, guidance, special education, challenge, and Title I shall be classified by assignment.
   b. In grades 7-12 within a curriculum area. The curriculum areas are defined as science, language arts, foreign language, social studies, family and consumer science, vocational agriculture, industrial technology, mathematics, business education, guidance, media, art, vocal music, instrumental music, physical education, at-risk teacher, and special education.

3. In those situations where seniority cannot be the sole criterion because there is a tie, educational credit hours beyond the Bachelor's degree and years of teaching in other systems shall be considered in that order.

4. If a seniority based reduction within a staff reduction category would result in the layoff of the only person within that category with the licensure necessary to teach a course or courses, the next least senior employee within the category may be reduced instead.

B. Recall Rights

Any staff member with more than three years seniority shall have recall rights for two years from the effective date of his/her termination.

Personnel do not have to accept recall to a teaching position if the position is different from the previous assignment. Refusal to accept a recall position for the above reason does not disqualify the member from further recall rights.

Personnel terminated shall inform the school district of changes of address if they want to be offered available positions. Personnel terminated who wish to return to the system shall inform the school superintendent annually by January 15 or earlier.

No new teaching appointment shall be made while there are personnel with recall rights who are certified for the position and available for recall.

Qualified personnel with recall rights shall be reinstated in inverse order of termination whenever vacancies exist. The offer of such position shall be sent by certified mail and shall be accepted or rejected within 14 calendar days. Inverse defined: most recently terminated, first reinstated.

C. Notification

On or before April 30 the administration shall provide written notice to the staff representative organization of possible staff reductions that may become effective for the following year.

The administration shall provide written notice to each person who will be affected or involved in staff reduction no later than April 30 preceding the school year in which the reduction is to become effective.

D. Benefits

Any personnel reemployed by exercising his/her recall rights shall be reinstated on the salary schedule at the step above the one in effect at the time of his/her departure if he/she is eligible for same.

XI. Evaluation Procedures:

A *Performance Review* is conducted at the end of a teacher's evaluation process at least once every three years or each year for teachers who are either

a. in their second year of teaching;
b. in their third year of teaching but who have not completed their requirements for licensure; or
c. new to the district, but have completed their requirements for licensure elsewhere.

Within the first 15 school days for the new school year, the evaluator will review with all personnel defined in the recognition clause, the evaluation procedure, evaluative criteria, and the evaluation instrument that will be used to complete the evaluation process.

A. Procedures for Teaching Standards

1. Teachers undergoing Performance Review will be formally observed in a classroom or assigned setting. This will occur at least three times per year for teachers who have not completed licensure, with the second observation occurring on or before February 1st. Teachers with full licensure and at least one year of experience in the district will be observed a minimum of once per year. There shall be at least a ten (10) workday period between each observation.

2. A pre-observation conference is held at a scheduled time prior to the formal observation. It provides information relative to the planned lesson, an opportunity for the teacher and observer to discuss the planned lesson and to make some plans regarding the focus of the observation and the data gathering methods to be used. Prior to this conference, the teacher will complete a pre-observation form provided by the evaluator. In addition, a lesson plan will accompany the form. A pre-observation form and lesson plan will be the foci of this conference.

3. Formal observations shall be at least 25 minutes in length and shall be announced and prearranged by the evaluator at least three days in advance. If cancellation of formal observation becomes necessary, the conference will be rescheduled providing at least three days' notice has been given. In addition to formal observations, informal observations will occur.

4. A post-observation conference will be held between the teacher and evaluator within five (5) school days of the formal observation. Prior to this conference, the teacher will complete an observation reflection form provided by the evaluator. In the event that additional formal observations are made, the said procedures above will be in effect.

5. Within ten (10) school days following the post-observation conference, each teacher will be provided with a progress to date of their Evaluation Document containing the Iowa Teaching Standards and Criteria, and a summary of the observation. The observation write-up will be signed by

the teacher and returned within two (2) school days. The teacher's signature does not necessarily mean agreement with the summary, but rather awareness of the content. The teacher will be given an opportunity to comment in writing regarding the formal observation within five (5) working days of having signed the observation write-up.

6. The evaluator will have completed all observations for teachers meeting criteria (a), (b), and (c) above and will also have Performance Review Conference completed by March 30th. Other teachers undergoing a Performance Review will have the observations and conference completed by April 15th. The evaluator and teacher will sign the Performance Review document during the Performance Review Conference.

7. The law requires that "supporting documentation from other evaluators, teachers, parents and students" be collected for the Performance Review. Teachers are encouraged to collect such documentation each year and such collection should be submitted to the evaluator prior to March 1st in the year in which the teacher is undergoing Performance Review.

8. Each employee shall have the right at any reasonable time to review all material in his/her personnel file collected after initial employment. The Board shall identify to the Association where personnel files are located and where personnel information is stored. At the employee's request, a representative of the Humboldt Education Association may accompany the employee in his/her review of the file. The employee shall have the right to respond to any materials contained in his/her personnel file, and the employee shall have the right to reproduce at his/her expense, the contents of his/her file collected after initial employment.

B. Procedures for Individual Career Development Plans

1. An ongoing *Individual Career Development Plan* is required for all teachers. It is drafted by the teacher, in collaboration with the evaluator. The evaluator and teacher initially confer regarding the possible focus for the *Individual Career Development Plan*. The plans may be drawn up individually, or as part of a joint group goal, and may be from one to three years in length. The written plan will identify any other staff members who are working collaboratively with the teacher as part of the plan. Once the teacher has drawn up a draft, reflective of one area of focus, it is submitted to the evaluator prior to October 1st.

2. The teacher and evaluator meet to review the draft, make modifications as needed and approve the plan by October 30th. Both the teacher and evaluator will maintain a signed copy of the agreed upon *Individual Career Development Plan*. In those rare instances where the evaluator and teacher are unable to agree on the plan, discussions will be held with a third party selected from the AEA instructional consultants.

3. Either the teacher or the evaluator may initiate informal discussions on the progress of the plan at any time during the school year.

4. When the career teacher is undergoing a Performance Review, the teacher and evaluator will hold a mid-year meeting. Prior to the mid-year meeting, the teacher will complete a written reflection and update form

provided by the evaluator. The purpose of the meeting is to review progress toward meeting the goals of the plan and to modify the plan, if needed. If the teacher wishes to modify the plan, the teacher will discuss proposed changes with the evaluator at the mid-year meeting. Following agreement on revisions to the plan, the teacher submits a revised plan for approval within one week of the mid-year meeting. Teacher(s) and evaluator receive copies of the revised plan. Conferences with teachers working on a joint plan may be held individually or collectively.

5. The teacher who is undergoing a *Performance Review* will submit a written report prior to March 15th, reflecting and summarizing on the plan's progress. Information from the Annual Updates may be incorporated into the written *Performance Review* that will be placed in the teachers file with the *Performance Review, Part I* documenting performance on the Iowa Teaching Standards. The *Performance Review Conference* will be held prior March 30th for those teachers meeting criteria (a), (b), or (c). Other teachers undergoing Performance Review by April 15th.

6. The teacher will provide the evaluator with an annual update of progress made on the ICDP by April 1st of each year in which they are not undergoing a Performance Review. An annual conference will then be held prior to April 30th to review progress in meeting the goals of the plan, to conclude an achieved goal, or to discuss any desired modifications to a plan. The Annual Update will be signed by both parties and will be retained for reference in the year when the teacher is undergoing *Performance Review.*

XII. Transfer Procedures:

A. Definition

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

B. Voluntary Transfer

1. Notification of Vacancies

A vacancy shall be considered to exist only by a resignation, termination of an existing contract, by the addition of a staff position, or if a position is vacant as the result of the transfer of a staff person.

The superintendent shall notify the association president by certified mail or by personal delivery and receipting and shall post in each building the vacancy which occurs during the school year and for the following school year within five (5) school days after determining that a vacancy does exist. During the month of August and September the District will post the vacancy for only five (5) school or working days. During the summer the association president will be notified of the vacancy and the vacancy will be posted in the superintendent's office within five (5) working days. The vacancy will not be filled in less than five (5) school or working days after receipt of the certified letter or personal delivery and receipting.

Employees who desire a change in assignment, grade level, building or subject or wish to be considered for an announced vacancy shall file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred.

2. Procedure

An employee may at any time request a voluntary transfer. The request will remain on file with the superintendent during the current contract year. Requests must be renewed annually to be in effect.

The employee's request for a voluntary transfer will be considered if a vacancy exists. The consideration will be based upon the employee's certification, training, experience, seniority and the program needs. In the event of a voluntary transfer all accumulated seniority shall transfer with the employee. In the event that transfer request is denied the employee shall be given written explanation of the reasons thereof from the superintendent or her/his designee.

C. Involuntary Transfer

1. Notification of Transfer

Each employee who does not consent to a proposed transfer shall be notified by May 1 of a change of assignment, grade level or building for the succeeding school year. In case of a later need for transfer, notice of an employee's involuntary transfer shall be given to the employee within five (5) days of the employer's decision to make the involuntary transfer. The employee shall also be informed in writing of the reasons for the transfer.

2. Procedure

An involuntary transfer will be for good cause and after a meeting between an administrator and the employee involved. An involuntary transfer will be to an equivalent (FTE) position.

If an involuntary transfer is necessary the following procedure will be used:

a. In grades Prep-6 classroom teachers and special teachers in the areas of art, music, physical education, media, guidance, special education, Challenge, and Title I, transfer shall be by seniority according to the "Staff Classification and Seniority Ranking" list.

b. In grades 7-12, the transfer policy shall apply within curriculum areas by seniority according to the "Staff Classification and Seniority Ranking" list. The curriculum areas are defined as science, language arts, foreign language, social studies, family and consumer science, vocational agriculture, industrial tech, mathematics, business education, guidance, media, art, music, physical education, at-risk coordinator, at-risk teachers, explore, and special education.

c. In the event of an involuntary transfer, all accumulated seniority shall transfer with the employee.

XIII. School Day

A. The normal employee workday shall be from 8:00 a.m. to 4:00 p.m.

B. Administrative adjustments in the time for the commencement of the normal workday may be made per building and such adjustments shall be no greater than 15 minutes earlier than 8:00 a.m.. Such adjustments, if any, shall cause a concomitant change in the end of the day.

C. On Fridays, days of early dismissal because of weather conditions and on days preceding scheduled holidays, the workday will end 10 minutes after the students are dismissed. Teacher in-service or work duties scheduled on a Friday shall not be subject to the early dismissal provision.

D. On days that school starts late due to adverse weather, the workday shall begin thirty (30) minutes prior to the student day.

E. The Administration may hold a reasonable number of meetings extending no greater than thirty (30) minutes before or after the normal workday.

F. The building principals may make daily adjustments in the normal workday on an individual basis.

G. Employees may leave their buildings during designated lunch periods if not in conflict with duty schedules.

H. In grades PK-8, the administration may schedule four evening activities for parent-teacher conferences with compensatory time and two evening activities for open houses or other activities with compensatory time granted for only the second such activity (compensatory time for such activity shall not exceed three hours) and shall be administratively directed.

In grades 9-12, the administration may schedule three evening activities for parent-teacher conferences and one other activity with compensatory time granted. Two evening activities for open houses or other activities may also be scheduled with compensatory time granted for only the second such activity (compensatory time for such activity shall not exceed three hours) and shall be administratively directed.

I. Activity work assignments referenced in Article VI and supplementary salary schedule assignments are separately referenced and are not affected by the provisions of this article.

J. The District agrees to provide at least twenty (20) minutes duty free lunch period for each employee except in extenuating circumstances.

XIV. Scope and Time Period of Agreement:

This contract shall be effective for the 2006-2007 school years commencing on July 1, 2006 and ending on June 30, 2007.

FOR THE ASSOCIATION	FOR THE BOARD OF EDUCATION
_____	_____
DATE _____, 2006	DATE_____, 2006
_____	_____
DATE_____, 2006	DATE _____, 2006

Memorandum of Understanding
2006-2007

The District agrees to grant personal leave during the last ten days of school for the purposes of attending annual events of children and major family events, including preparing for a child's graduation.