Iowa Valley CSD Iowa Valley EA 7/1/2006 6/30/2007

IOWA VALLEY CSD/EA 06-07

IOWA VALLEY COMMUNITY SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

for the

2006-2007 School Year

TABLE OF CONTENTS

Article I	Grievance Procedure	1
	Grievance Report Forms	4
Article II	Dues Deduction	6
Article III	Wages	7
Article IV	Supplemental Pay	9
	Salary Schedule	10
	Phase II Salary Schedule	11
	Extra Duty Pay Schedule	12
Article V	Insurance	13
Article VI	Sick Leave	14
Article VII	Other Paid Leaves	15
Article VIII	Unpaid Leaves	17
Article IX	Physical Examinations	18
Article X	Reduction and Realignment of Staff	19
Article XI	Elementary Lunch Period & Afternoon Recess Supervision	21
Article XII	Employee Evaluation Procedures	22
Article XIII	Transfers	27
Article XIV	Staff Turn-Over Monies	28
Article XV	Finality and Effect of Agreement	29

ARTICLE I
GRIEVANCE PROCEDURE

A. Definitions

a) A "grievant" shall mean an employee or group of employees filing a grievance. The Association may grieve any issue which affects two or more employees.

b) A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specified provisions of this Agreement.

B. Grievance Rights-Responsibilities

a) Every teacher and/or the Association covered by this Agreement shall have the right to present grievance in accordance with the procedures set out herein.

b) The failure of a teacher or the Association to act on any grievance within a prescribed time limit 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.

c) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teachers and/or the Association 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 teacher or teacher or of the teaching staff.

C. Right to Representation

a) If, in the judgment of the Association, a grievance exists affecting two or more employees, the Association may process such a grievance through all levels of the procedure even though there is no individually aggrieved person who wishes to do so. Class grievance involving more than one supervisor, and grievances involving an administrator above the building level may be filed by the Association at Step Two.

b) In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Step Two.

c) The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant provided that the grievance involves the application or interpretation of this Agreement.
d) All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred to in this Article.
e) Unless mutually agreed to, all grievances shall be processed outside the employee's work day.

D. Individual Rights

A grievant may be represented at all stages (steps) of the grievance procedure by himself or herself or at the grievant's option by an Association representative selected or approved by the Association.

If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Procedure

Step One

a) **Informal** — An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant(s) and his/her/their principal.

b) **Formal** — If the grievance cannot be resolved informally, the aggrieved teacher shall present the grievance in writing to the immediately involved supervisor. The written grievance, submitted on Schedule A, shall state the nature of the grievance, shall note the specific clause or clauses of the grievances, and shall state the remedy requested. The filing of the formal, written grievance must be within ten (10) school days from the date of occurrence or knowledge of the event giving rise to the grievance. The immediately involved supervisor will arrange for a meeting to take place within four (4) school days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within two (2) school days after the meeting, utilizing the form as outlined in Schedule A. Such answer shall include the reasons upon which the decision was based.

Step Two

If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered with six (6) school days after presentation of the grievance, then the grievance may be referred to the superintendent or his/her official designee. The superintendent shall arrange for a hearing with the grievant and the Association to take place within five (5)

school days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the superintendent will have four (4) school days to provide his/her written decision, together with the reasons for the decision, to the Association.

Step Three — Binding Arbitration

a) The grievance shall be considered settled in Step Two and not subject to further appeal unless within fifteen (15) school days after the answer of the superintendent or designee is received or is due, whichever is earlier, the Association notified, in writing, the superintendent that the grievance is being submitted to arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

b) Within ten (10) school days after such written notice of submission to arbitration, the superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment with the ten (10) school day period, a request for a list of seven (7) arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The parties will be bound by the rules and procedures of the PERB. The parties shall alternately strike names from the list. The remaining name shall serve as the arbitrator.

c) The arbitrator selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

d) The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the costs of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

F. Cooperation of Board and Administration

The Board shall furnish the grievant such information as is requested for the processing of any grievance. No grievant shall be treated any differently than an employee not filing a grievance.

SCHEDULE A
GRIEVANCE REPORT

Date Filed: _____

Number: _____

Iowa Valley Community School District

_____ Building

_____ (Name of Aggrieved Person)

Step I — Formal

A. Date Violation Occurred: _____

B. Date Informal Discussion Held: _____

C. Parties Present at Informal Discussion: _____

_____

D. Section(s) of Agreement Violated: _____

E. Statement of Grievance: _____

_____

_____

F. Relief Sought: _____

_____

_____ _____

Signature Date

G. Disposition of Principal or Immediate Supervisor: _____

_____

_____

_____ _____

Signature of Principal or Immediate Supervisor Date

H. Disposition Accepted _____; Rejected _____.

Comments: _____

_____

_____ _____

Signature Date

Step II

A. _____ _____

Signature of Aggrieved Person Date Received by Supt.

B. Disposition by Superintendent or Designee: _____

_____

_____

_____ _____

Signature of Superintendent or Designee Date

C. Disposition Accepted _____; Rejected _____.

Comments: _____

_____

_____ _____

Signature Date

Step III

_____

Signature of Association President

_____

Date of Notice Given of Submission to Arbitration

_____

Date of Decision

ARTICLE II
DUES DEDUCTION

A. Authorization

a) Any employee who is a member of the Association, or who has applied for membership, may sign an authorization for payroll deduction of organizational dues. This written assignment shall be delivered to the board secretary no later than September 5 of the school year in which the deduction is to begin.

b) Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the board secretary and to the Association.

c) The Association shall deliver a listing of the amount to be deducted to the board secretary by September 5 of each school year.

B. Regular Deduction

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

C. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period.

D. Indemnification

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.

ARTICLE III
WAGES

A. Schedule

Each employee shall be given written notice of his or her salary schedule placement. The salary of each employee covered by the regular salary schedule is set forth in Schedule One, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

a) Adjustment to Salary Schedule — Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two below.

b) Credit for Experience — Teachers entering the Iowa Valley system may be granted full credit for ten (10) years of teaching experience in other systems, if such experience has been within the past ten (10) years.

C. Advancement on Salary Schedule

a) Increments
   1) Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
   2) Upon reaching the maximum step on his/her educational classification lane, the employee shall be granted the amount appropriate to his/her years of teaching beyond the maximum step according to the schedule below. This amount shall be in addition to the amount he/she shall receive according to his/her placement on the current salary schedule.

Years Off Scale	Addition to Salary Schedule
1	$100.00
2	$100.00
3	$100.00
4	$100.00
5	$100.00 + $400.00 = $500.00
6	$100.00 + $400.00 = $500.00
7	$100.00 + $600.00 = $700.00
8	$100.00 + $600.00 = $700.00
9	$100.00 + $800.00 = $900.00
10	$100.00 + $800.00 = $900.00

b) Educational Lanes — Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the high lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the superintendent by September 5 of each school year.

The following applies to approval of courses for advancement on the salary schedule:

1) for non-degree teachers, only courses leading to a degree will be credited toward reclassification on the schedule;
2) for teachers on B.A. or B.A.+15, only graduate courses leading to an advanced degree in the teaching field and/or courses adding directly to competency of teacher shall apply, on approval;
3) for classification on the M.A. scale, degree must be in the teaching field or if degree is in other than assigned field, approval by the superintendent and the Board of Education is required for placement on the schedule;
4) for teacher on M.A. or above, courses must be in the teaching field to be credited on schedule;
5) one hour credit on the salary schedule will be allowed for every eighteen hours served at workshops attended on Saturdays or after hours. This policy was adopted on March 11, 1971. Limitation is set on three semester hours toward advancement on the salary schedule earned in this manner.

To apply toward advancement on the salary schedule, courses must be approved by the superintendent prior to enrollment.

D. Method of Payment

a) Pay Periods — Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building on regular school days unless otherwise designated by the teacher.

b) Exceptions — When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

c) Summer Checks — Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

ARTICLE IV
SUPPLEMENTAL PAY

A. Extra-Curricular Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule Three are official school-sponsored activities and will be reimbursed as outlined in Schedule Three. If the Board determines that an additional position should be added to those currently provided for by this Agreement, the Board will notify the President of the Association in writing of the addition and the amount of the reimbursement.

B. Driver Education

The pay for instructors teaching driver education during the summer months shall be derived in the following manner. For the purposes of the duration of this Contract the base pay for instructors shall be the amount they earned per hour during the summer of 2006. In future summers, pay increase for driver education instructors shall be based on the same percentage rate of increase that is negotiated and mutually agreed upon for certified staff members covered by this Contract. That is, the percentage increase determined in the spring of 2006 will be the same percentage used to figure the salary increase for the driver education instructors of the 2007 summer session.

C. Expenses of Traveling Employees

A mileage allowance shall be given for use of personal cars for field trips or other business of the District, if approved in advance by the superintendent or principal. The per-mile reimbursement rate for this mileage allowance shall follow the schedule set by the Code of Iowa in effect during this time period.

Iowa Valley Community School District
Salary Schedule 2006-2007 School Year
$30,250.00 Base Salary for B.A. Degree-No Experience

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
	1.00	1.04	1.08	1.12	1.16	1.20
0	30,250.00	31,460.00	32,670.00	33,880.00	35,090.00	36,300.00
	1.04	1.08	1.12	1.16	1.20	1.24
1	31,460.00	32,670.00	33,880.00	35,090.00	36,300.00	37,510.00
	1.08	1.12	1.16	1.20	1.24	1.28
2	32,670.00	33,880.00	35,090.00	36,300.00	37,510.00	38,720.00
	1.12	1.16	1.20	1.24	1.28	1.32
3	33,880.00	35,090.00	36,300.00	37,510.00	38,720.00	39,930.00
	1.16	1.20	1.24	1.28	1.32	1.36
4	35,090.00	36,300.00	37,510.00	38,720.00	39,930.00	41,140.00
	1.20	1.24	1.28	1.32	1.36	1.40
5	36,300.00	37,510.00	38,720.00	39,930.00	41,140.00	42,350.00
	1.24	1.28	1.32	1.36	1.40	1.44
6	37,510.00	38,720.00	39,930.00	41,140.00	42,350.00	43,560.00
	1.28	1.32	1.36	1.40	1.44	1.48
7	38,720.00	39,930.00	41,140.00	42,350.00	43,560.00	44,770.00
	1.32	1.36	1.40	1.44	1.48	1.52
8	39,930.00	41,140.00	42,350.00	43,560.00	44,770.00	45,980.00
	1.36	1.40	1.44	1.48	1.52	1.56
9	41,140.00	42,350.00	43,560.00	44,770.00	45,980.00	47,190.00
	1.40	1.44	1.48	1.52	1.56	1.60
10	42,350.00	43,560.00	44,770.00	45,980.00	47,190.00	48,400.00
	1.44	1.48	1.52	1.56	1.60	1.64
11	43,560.00	44,770.00	45,980.00	47,190.00	48,400.00	49,610.00
	1.46	1.50	1.54	1.58	1.62	1.66
12	44,165.00	45,375.00	46,585.00	47,795.00	49,005.00	50,215.00
	1.48	1.52	1.56	1.60	1.64	1.68
13	44,770.00	45,980.00	47,190.00	48,400.00	49,610.00	50,820.00
	1.50	1.54	1.58	1.62	1.66	1.70
14	45,375.00	46,585.00	47,795.00	49,005.00	50,215.00	51,425.00
	1.52	1.56	1.60	1.64	1.68	1.72
15	45,980.00	47,190.00	48,400.00	49,610.00	50,820.00	52,030.00
	1.54	1.58	1.62	1.66	1.70	1.74
16	46,585.00	47,795.00	49,005.00	50,215.00	51,425.00	52,635.00
		1.60	1.64	1.68	1.72	1.76
17		48,400.00	49,610.00	50,820.00	52,030.00	53,240.00
				1.70	1.74	1.78
18				51,425.00	52,635.00	53,845.00

Iowa Valley Community School District
Salary Schedule II 2006-2007 School Year
$640.75* Base Salary for Phase II Salary Schedule

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
	1.00	1.04	1.08	1.12	1.16	1.20
0	640.75	666.38	692.01	717.64	743.27	768.90
	1.04	1.08	1.12	1.16	1.20	1.24
1	666.38	692.01	717.64	743.27	768.90	794.53
	1.08	1.12	1.16	1.20	1.24	1.28
2	692.01	717.64	743.27	768.90	794.53	820.16
	1.12	1.16	1.20	1.24	1.28	1.32
3	717.64	743.27	768.90	794.53	820.16	845.79
	1.16	1.20	1.24	1.28	1.32	1.36
4	743.27	768.90	794.53	820.16	845.79	871.42
	1.20	1.24	1.28	1.32	1.36	1.40
5	768.90	794.53	820.16	845.79	871.42	897.05
	1.24	1.28	1.32	1.36	1.40	1.44
6	794.53	820.16	845.79	871.42	897.05	922.68
	1.28	1.32	1.36	1.40	1.44	1.48
7	820.16	845.79	871.42	897.05	922.68	948.31
	1.32	1.36	1.40	1.44	1.48	1.52
8	845.79	871.42	897.05	922.68	948.31	973.94
	1.36	1.40	1.44	1.48	1.52	1.56
9	871.42	897.05	922.68	948.31	973.94	999.57
	1.40	1.44	1.48	1.52	1.56	1.60
10	897.05	922.68	948.31	973.94	999.57	1,025.20
	1.44	1.48	1.52	1.56	1.60	1.64
11	922.68	948.31	973.94	999.57	1,025.20	1,050.83
	1.46	1.50	1.54	1.58	1.62	1.66
12	935.50	961.13	986.76	1,012.39	1,038.02	1,063.65
	1.48	1.52	1.56	1.60	1.64	1.68
13	948.31	973.94	999.57	1,025.20	1,050.83	1,076.46
	1.50	1.54	1.58	1.62	1.66	1.70
14	961.13	986.76	1,012.39	1,038.02	1,063.65	1,089.28
	1.52	1.56	1.60	1.64	1.68	1.72
15	973.94	999.57	1,025.20	1,050.83	1,076.46	1,102.09
	1.54	1.58	1.62	1.66	1.70	1.74
16	986.76	1,012.39	1,038.02	1,063.65	1,089.28	1,114.91
		1.60	1.64	1.68	1.72	1.76
17		1,025.20	1,050.83	1,076.46	1,102.09	1,127.72
				1.70	1.74	1.78
18				1,089.28	1,114.91	1,140.54

*This base will be adjusted to provide for the following:

1) If the District receives more or less than anticipated for Phase II, the base will be adjusted to spend all of the available money.
2) This base will be determined in time to receive the first monthly payment in the Sept. check. [The $640.75 base is approximate, assuming $47,450 for Phase II and a multiplier of 74.054.]

Extra Duty Pay Schedule for 2006-2007
% Based on BA Base of $30,250.00
Step 6, or $37,510.00

Activity	% age of 37,510	Amount
Baseball-HS	11.00%	4,126.10
Baseball-HS Asst.	6.50%	2,438.15
Baseball-JH	4.50%	1,687.95
Baseball-JH	4.50%	1,687.95
Basketball-HS-Boys	11.00%	4,126.10
BB-HS-Boys Asst	7.50%	2,813.25
Basketball-JH-Boys	5.00%	1,875.50
Basketball-JH-Boys	5.00%	1,875.50
Basketball-HS-Girls	11.00%	4,126.10
BB-HS-Girls Asst	7.50%	2,813.25
Basketball-JH-Girls	5.00%	1,875.50
Basketball-JH-Girls	5.00%	1,875.50
Football-HS	11.00%	4,126.10
Football-HS Asst	7.50%	2,813.25
Football-HS Asst	7.50%	2,813.25
Fooball-HS Asst	7.50%	2,813.25
Football-JH	5.00%	1,875.50
Football-JH Asst	5.00%	1,875.50
Golf-HS-B&G	8.00%	3,000.80
Golf-HS B&G Asst	3.00%	1,125.30
Softball-HS	11.00%	4,126.10
Softball-HS Asst	6.50%	2,438.15
Softball-JH	4.50%	1,687.95
Softball-JH	4.50%	1,687.95
Track-HS-Boys	8.00%	3,000.80
Track-HS-Girls	8.00%	3,000.80
Track-HS-B&G Asst	6.50%	2,438.15
Track-JH-Boys	5.00%	1,875.50
Track-JH-Girls	5.00%	1,875.50
Volleyball-HS	11.00%	4,126.10
Volleyball-HS Asst	7.50%	2,813.25
Volleyball-JH	5.00%	1,875.50
Volleyball-JH Asst	5.00%	1,875.50

Activity	% age of 37,510	Amount
Wrestling-HS	11.00%	4,126.10
Wrestling-HS Asst.	7.50%	2,813.25
Wrestling-JH	5.00%	1,875.50
Cheerleaders-HS	7.20%	2,700.72
Cheerleaders-JH	1.00%	375.10
Girls' Chaperone	2.50%	937.75
Weight Room Spvr.	11.00%	4,126.10
Annual Staff	5.00%	1,875.50
Color Guard	1.00%	375.10
FCS Club	2.00%	750.20
Foreign Lang. Club	1.00%	375.10
Instrumental Music	9.00%	3,375.90
Instr. Music-Summer	20.00%	7,502.00
Jr. Class Sponsor	2.50%	937.75
Jr. Class Asst.	---	35.00
Jr. Class Asst.	---	35.00
Jr. Class Asst.	---	35.00
Pep Club	2.80%	1,050.28
Plays-HS/Thespians	8.00%	3,000.80
Plays-JH	3.68%	1,380.37
Speech Contests	6.50%	2,438.15
Tiger's Eye	3.50%	1,312.85
Vocal Music	9.00%	3,375.90

ARTICLE V
INSURANCE

The Board will provide a Section 125 salary reduction plan for all full-time employees. The Board agrees to provide a maximum of $675.00 per month toward health and dental insurance (single and family coverage) to all full-time teachers for hospital, major medical, DXL and dental coverages. The Board will also provide accidental death and dismemberment insurance, long-term disability insurance and $25,000.00 term life insurance for all full-time employees

The Board agrees to continue insurance coverage as adjusted during negotiations for the 2004-2005 contract year. If a different insurance carrier is utilized in the future, the Board agrees the insurance coverages will be comparable to that presently being provided to all full-time teachers.

ARTICLE VI
SICK LEAVE

A. Definition

Employees shall be granted leaves of absence for personal illness, disability or injury, or for follow-up treatment of same.

B. Family Illness

Employees shall be granted use of sick leave at full pay for illness of the employee's immediate family as defined in "Bereavement Leave". A maximum of three (3) days per year shall be allowed for this use and will be charged against the employee's sick leave accumulation.

C. Days of Sick Leave

Each employee shall be entitled to sick leave as follows:

first year in district	10 days
second year in district	11 days
third year in district	12 days
fourth year in district	13 days
fifth year in district	14 days
sixth year in district	15 days
each year thereafter	15 days

D. Sick Leave Accumulation

Unused sick leave, which includes the current year's allowance, shall accumulate up to a total of 105 days. The minimal unit of usage of sick leave shall be one-half day. Employees shall be shown a written account of accumulated sick leave days no later than the employees' last contracted day (each school year) and shall sign the school form if they are in agreement with the numbers presented.

ARTICLE VII
OTHER PAID LEAVES

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

A. Bereavement Leave

a) A leave of five (5) days shall be granted in case of death in the immediate family. Immediate family is defined as the employee's spouse, child, foster child, stepchild, son-in-law, daughter-in-law, parent, parent-in-law, brother, sister, grandparent, or grandchild. Leave may be used on nonconsecutive days, but must be used within thirty (30) days of the death.

b) A leave of one (1) day shall be granted in case of death of sister-in-law, brother-in-law, or grandparent-in-law.

B. Funeral Leave

In the case of the death of a close friend or relative outside the employee's immediate family, an employee may be granted time of up to one (1) full day, at full pay, to attend the funeral.

C. Personal Leave

Employees shall be granted two (2) days leave per year for personal business at the discretion of the employee. Personal leave must be approved five (5) days in advance of the leave by the building administrator, except in cases of emergency. Leave cannot be taken during the first five (5) days or the last five (5) days of the school year, unless extenuating circumstances exist and approval from the superintendent is granted. No paid leave days may be used consecutively unless approved by the superintendent, or in his/her absence, the building principal.

D. Emergency Leave

A maximum of two (2) days may be granted for emergency leave at full pay upon application to the building administrator. Emergencies shall be defined as an unexpected occurrence or event that requires the immediate attention and attendance of the employee. Examples include an accident involving the employee's property or immediate family, subpoena to appear in court, or transportation in case of storm.

E. Professional Leave

Each employee may be granted two (2) days of paid leave to be used for professional development. Professional leave shall be granted at the discretion of the building administrator for the following:

a) visitation to view other instructional techniques or programs;
b) conferences, workshops or seminars conducted by colleges, universities or other educational institutions or organizations;
c) comprehensive examinations for advanced degree work in the area of teaching.

F. Attendance at National Convention
(Section F is under a one-year moratorium for the 2006-2007 contract year.)

After three (3) years of continuous service, approval shall be given for staff members to attend a national convention every second year of additional service. Substitutes shall be provided by the District for two school days and a reimbursement of $150.00 per teacher per convention will be allowed to assist with expenses. Reimbursement of $200.00 per teacher per convention will be allowed to assist with expenses for teachers attending a convention during summer months. Building principals are responsible for setting up an attendance schedule.

G. Association Leave

The Iowa Valley Education Association will be granted two (2) days leave to attend to association business. If a substitute teacher is employed, the cost of the first day of said substitute teacher's employment will be assumed by the District. The cost of the second day of the substitute teacher's employment shall be assumed and paid by the Iowa Valley Education Association.

ARTICLE VIII
UNPAID LEAVES

A. Educational Improvement

After having completed at least seven (7) full school years at the Iowa Valley Community School District, a leave of absence without pay of up to two (2) years may be granted to any employee upon application for the purpose of the employee engaging in study at an accredited college or university, which course of study shall be reasonably related to improvement of the employee's skills. However, the granting of said leave of absence will depend upon the School District or Board obtaining a suitable replacement for the employee making said application. Said employee shall maintain seniority for purposes of staff reductions. However, said employee shall not advance vertically on the salary schedule while on leave of absence. The employee while on leave may continue the employee's insurance at employee's expense when the same is allowable by the insurance carrier.

B. Illness or Disability

An employee who is certified by a physician that he or she 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 the end of the school contract year. The cost of insurance for said employee who is granted a leave of absence shall be paid by the School District to the end of the school contract year.

ARTICLE IX
PHYSICAL EXAMINATIONS

A. Filing Medical Report

Each employee shall be required to file with the Board at the beginning of his or her service a written medical report of a physical examination. A physical examination may be requested at any time it appears that the person's physical welfare is impairing his or her performance.

B. Reimbursement

The cost of the employee's initial physical examination shall be paid by the School District. Additional examinations, if requested by the District, shall be at the expense of the School District. The employee shall be reimbursed the cost of the examination after submitting proof of same to the Board Secretary.

C. Forms

Forms for the examination shall be provided by the School District.

ARTICLE X
REDUCTION AND REALIGNMENT OF STAFF

A. Whenever a reduction or realignment in employees is deemed necessary, the procedures set forth here will be followed.

B. Grant Wood special education personnel who are under Iowa Valley Community School District contracts for administrative purposes only, and who do not work in the Iowa Valley School District boundary, shall be excluded from the reduction and realignment of staff policy.

C. The Board of Education will first determine the number of employees to be laid off and then in consultation with the superintendent and such other administrators as may be appropriate, will determine the individual employees to be laid off in accordance with the following steps:

a) Normal attrition, resulting from employees retiring or resigned, will be relied upon to extent possible.

b) The staff members in specially funded programs, where special funds are no longer available, shall be reduced before any regularly funded employees.

c) Fully certified employees in the areas affected, who are classified as part-time employees, and with the least seniority, shall be laid off next. (Seniority for part-time employees is defined as credit given on percentage basis per year equivalent to the percentage of each individual contract in the school district.) Accrual of seniority for part-time employees shall commence with the beginning of the 1982-1983 contract year.

d) Any other part-time employee who may be a part of the Iowa Valley Community School District at any future time will begin accrual of seniority as defined above on the first date of employment under the provisions of this Agreement.

e) Fully certified teachers in the curriculum area affected and with the least seniority in the school district shall be laid off next. (Seniority is defined as the number of completed years in the school district as full-time fully certified personnel.)

1) Lay-off shall be within these areas:
Grades kindergarten through sixth
Junior and Senior High School:
Language Arts
Social Studies
Mathematics
Science
Foreign Language
Home Economics

Industrial Arts
Business Education
Vocational Agriculture
Counselors

Entire District:

Art
Vocal Music
Instrumental Music
Librarians
Physical Education
Special Education
Nurses
Others

2) In those situations where seniority cannot be the sole criterion, preparation in the affected area shall be considered. Preparation includes education, certification, and teacher experience.
3) Employees laid off in any curriculum area may transfer to another area if fully qualified, and certified, providing a vacancy exists.
4) Extra duty assignments shall not be given preference over seniority rights.
5) No transfer of staff will be used to prevent reinstatements of laid-off employees.
6) No long-term substitute or non-degree appointment may be made to avoid recall in the affected areas.

D. The Board of Education shall provide written notice of intended staff reduction to each affected employee and to the Association in accordance with the Code of Iowa. No employee shall be precluded from securing other employment during such lay-off.

E. Employees laid off because of this policy shall be subject to recall as follows:

a) Employees will be recalled from lay-off in the reverse order of their lay-off, providing they are fully qualified and fully certified to fill a vacancy.

b) An employee selected for recall will be informed of such by certified mail, return receipt requested, to the last address provided to the school. All recall rights are forfeited by an individual if he/she does not respond by certified mail to the school within fifteen (15) calendar days after the certified letter is postmarked.

c) Any employee being recalled will return to the school district at the same index level he/she had achieved before being laid off.

d) Employees shall retain recall rights for a maximum of two (2) years after being laid off.

F. No later than September 30 of each school year, the Board shall deliver to the Association a list showing the seniority of each employee employed by the Board. The Association, within 30 days of receipt of the seniority list, will notify the District of any errors or omissions concerning the list. If there is no notification by the Association, the list will stand as correct.

ARTICLE XI
ELEMENTARY LUNCH PERIOD
and AFTERNOON RECESS SUPERVISION

The Board of Directors and the Association agree that the following provisions be made for the elementary certified classroom personnel:

A. The Board agrees to provide a non-supervisory lunch period and afternoon recess period for elementary certified classroom personnel.

B. In the event of absence due to illness or other emergency of supervisory personnel, the elementary teachers will be obligated to assume the supervisory duties on a scheduled basis for the duration of the absence.

ARTICLE XII
EMPLOYEE EVALUATION PROCEDURES

A. Introduction

It is understood by the Board, administration and faculty members that the purpose of this evaluation is to provide professional assessment to enhance professional growth.

B. Definitions

a) "Formal observation" shall mean that observation of an employee's performance that is used for the development of a formal written evaluation.

b) "Informal observation" shall mean the unannounced observation of an employee's performance on the job during working hours that results in a written informal report or evaluation.

C. Notification

Prior to the 45th day of school, the building administrator will meet with all beginning teachers to review the Beginning Teacher Plan expectations and evaluation timelines. The expectations must include the Iowa Teaching Standards and Criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.

D. Teacher Evaluation Criteria

a) Evaluations are to be made by the building principal and/or the superintendent, hereinafter referred to as the evaluator.

b) Teachers will be evaluated formally in writing at least once every three years or as deemed necessary by the administration.

c) All appraisals are to be in writing. Follow-up conference with the teacher will be scheduled within ten (10) working days. The evaluator and the teacher shall each retain a signed copy of the evaluation record.

d) If an employee wishes to respond to the evaluation in writing, he/she shall do so within five (5) working days of the conference. This response will become part of the employee's evaluation record.

e) The evaluation will be confidential and is to be utilized only by the administration and the

faculty member to whom it pertains.

f) The evaluator shall provide the teacher adequate time and help to meet the expectations of the administration.

g) Observations used for the purpose of formal evaluations will be done with the knowledge of the employee.

E. Tier I: Beginning/Newly Hired Teachers

The purpose of the Tier I cycle is to assist new employees in becoming contributing members of the Iowa Valley staff. Focused upon the first two years of district employment, it includes the following components: mentoring, classroom observations, required professional development, and evidence of meeting the Iowa Teaching Standards and Criteria. In this cycle, a portfolio and classroom observations by the building principal are required.

a) Classroom Observations

1) Formal Observations – Three formal observations will be conducted for each teacher in year one and year two. Two formal observations must be conducted prior to February 1st. The third observation must be held prior to the required summative evaluation conference (to be completed by March 30th). Each of these observations will have a pre-observation and post-observation conference. Additional formal observations may be conducted at the discretion of the administrator. The teacher must complete and be ready to discuss the required pre-observation and post-observation forms with the administrator at these conferences. (Use provided forms.)

   One of the formal observations will be of an extended duration. At the elementary level this is defined as an observation of at least two consecutive hours. At the secondary level it should involve observing the same class period for two or three consecutive days. The focus of this observation should be on Standard 2-Content Knowledge; Standard 3-Planning and Preparation; Standard 4-Delivery of Instruction; Standard 5-Monitoring Student Learning; and Standard 6-Classroom Management.

2) Informal Observations – Informal observations may also be used at the discretion of the administrator. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations, professional behaviors in a variety of settings, and involvement in extra-curricular school activities or functions.

3) Portfolios – A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and year two. The professional portfolio serves as a catalyst for substantive growth in areas of teaching, philosophy, methods, and goals. Moreover, the portfolio provides administrators with concise, selective, evidence-based information from a variety of sources. It can also provide the beginning, new to the district teacher with an individualized, credible, and factual document for the purpose of

evaluation and feedback. The administrator and the new teacher will review and discuss the portfolio at scheduled conferences. The portfolio may also reflect the teacher's implementation of the skills being learned as part of the District Mentoring and Induction Program, the District Career Development Plan, and the Building Action Plan.

4) Summative Conference – A final summative conference will be held with the first year Tier I teacher on or before March 30th. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal performance review activities conducted during the year. A comprehensive evaluation will be held with the second year Tier I teacher on or before March 30th. The recommendation for continued participation in the District Mentoring and Induction Program may be made at this time if it is viewed that the teacher could benefit from this. This continuing participation should not exceed one year. The District must use the Comprehensive Evaluation Form provided by the Department of Education. IAC 284.3, subsection 2, Code Supplement 2001, requires this process.

5) The administrator and beginning teacher recommended for licensure will meet prior to the 45th day of the following school year to cooperatively design an Individual Career Development Plan. The plan should focus on areas from the Iowa Teaching Standards that the administrator and the teacher feel would be of most benefit to the career teacher in supporting the teacher's on-going skill development for the Iowa Teaching Standards and the student achievement goals of the attendance center and the school district as stated in the District's Comprehensive School Improvement Plan (CSIP) and Building Action Plans.

b) **Employees New to the District but With Prior Teaching Experience**
Employees new to the District but with three (3) or more consecutive years experience teaching in another district will be evaluated as a Tier I teacher during their first year of teaching in the District. The focus of the evaluation will be on demonstrating competency in the Eight Iowa Teaching Standards. Teachers in this category will also be responsible for having a Career Development Plan. There will be no requirement for a teaching portfolio. Teachers will be formally observed a minimum of two times during this first year of employment, with at least one formal observation occurring each semester. Teachers successfully completing their first year of employment in the District will be put on Tier II their second year. They will then be part of the District's three-year evaluation cycle.

F. Tier II: Career Teacher Evaluation

a) Purpose of Tier II Evaluation
The purpose of Tier II evaluation is to extend and enrich the professional learning and growth of all individuals and significantly impact organizational performance. This cycle expects faculty with more than two years of in-district experience to design their own customized growth process plan. It promotes a structured, supportive and collaborative environment to promote an individual and group Individual Career Development Plan that will further the District's Comprehensive School Improvement Plan and enhance student achievement.

The individual plan shall be based, at a minimum, on:

- supporting professional growth for teachers based on their needs and reflections;
- the Iowa Teaching Standards;
- the student achievement goals of the attendance center and the school district as outlined in the Comprehensive School Improvement Plan;
- encouraging learning through exploration and application of best practices and new methods.

The teacher's evaluator shall meet annually with the teacher to review progress in meeting the goals in the teacher's individual plan. The teacher shall present to the evaluator evidence of progress. The purpose of the meeting shall be to:

- review the teacher's progress in meeting career development goals in the plan;
- review collaborative work with other staff on student achievement goals;
- modify as necessary the teacher's individual plan to reflect the individual teacher's and the school district's needs and the individual's progress in meeting the goals in the plan.

The teacher's supervisor and the evaluator shall review, modify, or accept modification made to the teacher's individual plan. When a teacher is assigned to more than one building, the teacher will write a plan that will be approved by one evaluator.

b) Performance Reviews

Performance review means a summative evaluation of a teacher, other than a beginning teacher. It is used to determine whether the teacher's practice meets school district expectations based on the CSIP and building goals, as well as the Iowa Teaching Standards.

The review should include, at a minimum:

- assisting teachers in making continuous improvement;
- documenting continued competence in the Iowa Teaching Standards;
- identifying teachers in need of improvement;
- determining whether the teacher's practice meets school district expectations for career advancement;
- classroom observation of the teacher;
- teacher's progress and implementation of the teacher's Individual Career Development Plan;
- supporting documentation (e.g. other evaluators, teachers, parents and students);
- may include video portfolios as evidence of teaching practices.

The performance review will occur at least once every three years.

G. Tier III: Intensive Assistance

a) Purpose of Tier III

The purpose of the Intensive Assistance Cycle is to provide a structured process for a non-probationary teacher who needs additional assistance and support to maintain an acceptable

level of performance as identified in the job description and Iowa Teaching Standards and Criteria. It is used when a teacher's future employment with the District is being scrutinized and a potential termination of contract could result. This process in initiated in writing with all the requirements of due process met. It consists of two assistance levels: awareness phase and intensive phase.

b) Awareness Phase

In the Awareness Phase, the administrator/evaluator identifies a problem relating to the Iowa Teaching Standards 1-7 that is characteristic of a teacher's performance rather than an anomaly. The evaluator should contact the staff member in writing, make him/her aware of the problem, collaboratively develop the means to resolve the problem, and schedule a time to discuss resolution. The Awareness Phase shall last no longer than three (3) months and is part of the 12-month maximum duration of the Intensive Phase.

While the teacher and evaluator attempt to resolve the problem, the staff member continues to work on Individual Teacher Career Development Plans. At the conclusion of the scheduled time frame, the evaluator will review the progress and will make one of the following recommendations:

- problem is resolved and the staff member is removed from the Awareness Phase;
- problem is not resolved and the staff member is notified in writing and placed into the Intensive Phase.

c) Intensive Phase

After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of placement in the Intensive Phase. A copy is forwarded to the superintendent's office and is placed in the personnel file. The staff member should also be notified of his/her right to request assistance from the local Association.

A conference will be held between the staff member and the evaluator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teacher Standards 1-7 as well as specific growth promoting goals that are measurable, realistic, and time-bound. In addition the plan will include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. The summative evaluation of the teacher in the Intensive Assistance Tier must be made by the designated evaluator. At the end of the designated timeframe, one of three recommendations will be made at the time of the summative evaluation:

- problem is resolved; the staff member is removed from the Intensive Phase;
- progress is noted; the timeline is extended but may not exceed twelve (12) months according to Iowa law and work continues in the Intensive Phase;
- problem is not resolved; progress is not noted. Actions are then taken by the District to move towards a recommendation for non-renewal of contract.

ARTICLE XIII
TRANSFERS

A. Upon knowledge of vacancies, the Superintendent shall post in all school buildings a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least three (3) school days. Employees requesting a voluntary transfer will be granted a meeting to discuss the transfer.

B. If an employee is involuntarily transferred, the employee will have the opportunity to discuss the transfer with the building principal. When the Superintendent becomes aware or has knowledge that an involuntary transfer is necessary, he/she shall notify the affected employee within ten (10) days of that time.

ARTICLE XIV
STAFF TURN-OVER MONIES

The Board and the Association agree that 75% of the monies realized from staff turnover will be added to the allowable growth in determining the amount of money available for salaries for the following contract year.

ARTICLE XV
FINALITY AND EFFECT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the entire agreement between the parties for the 2006-2007 school year, and concludes collective bargaining for said term.

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

Dated this 15th day of May, 2006

IOWA VALLEY BOARD OF EDUCATION

By: _____
President/Negotiator

IOWA VALLEY EDUCATIONASSOCIATION

By: Thomas A. Meyerhofer
President/Negotiator.