JESUP CSD/EA 06-07

2006-2007

COLLECTIVE BARGAINING AGREEMENT

for

Certified Employees

JESUP COMMUNITY SCHOOL DISTRICT

JESUP, IOWA

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PREAMBLE

The Board and the Association recognize and declare that providing a quality education for the students of the Jesup Community School District is their mutual desire. It is also recognized by the Board of Education and the Association that the quality of this education depends importantly upon the quality and the morale of the teachers, the performance of the Board and the Administration, and the support of the parents and community at large.

Therefore, the express purpose of this Agreement shall be to improve the conditions and educational benefits of the Jesup Community School District.

As a result, both parties have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Jesup Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (case: #257) issued by the PERB on the 9th day of September, 1975.

"The following constitutes a unit appropriate for the purpose of collective bargaining within the meaning of Section 13 (2) of the act.

Included: all full-time and regular part-time classroom teachers (basic curriculum, vocational, special educational, fine arts), guidance counselors, librarians and nurses."

B. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Jesup Community School District or its duly authorized representatives.

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

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

ARTICLE II

HOURS OF WORK

A. Workday

1. Length of Day
   The workday shall consist of eight (8) hours and shall include a duty-free lunch period. In addition, the Administration may require the presence of employees before or after the workday for other duties.

2. Arrival and Dismissal Time
   Employees will report for duty at 7:30 a.m. on Tuesday, Wednesday and Thursday. On Monday and Friday employees will report at 7:45 a.m. Employees will remain on duty until 3:30 p.m. On Fridays and days preceding holidays and vacation periods, the employees' workday shall end after school buses depart the premises.

3. Special Exception
   An employee shall be allowed to end the employee's workday at the close of the students' day on days other than Friday or days preceding holidays and vacation periods only with permission of the Superintendent. If the Superintendent's absence from the school premises during the period prior to the event in question prevents contact with the Superintendent, the Principal shall be contacted for permission. The Superintendent's or Principal's decision on this matter is fully discretionary with him/her and shall not be subject to the Grievance Procedure. Employees shall not leave the premises during normal working hours without the approval of the Principal or his/her designee.

B. Lunch Period
Employees shall have a daily minimum of twenty (20) consecutive minutes of duty-free lunch period in all instances where same can be accomplished without employment of additional personnel by the Board. Employees who need to leave the premises during this time are to notify the Principal or his/her designee.

C. Preparation Time
Each employee will be provided twenty (20) consecutive minutes of preparation time during the normal student day

D. Beginning teachers (Tier I, participating in the mentoring and induction program) in their first two years of employment with the district will have additional three (3) days added to their contract without pay. New teachers (Tier II, with previous experience) in their first year of employment with the district will have additional one (1) day added to their contract without pay.

ARTICLE III

WAGES AND SALARIES

A. Schedule

The salaries of all employees covered by the regular salary schedule is set forth in Schedule A attached hereto and made a part hereof.

B. Placement on the Salary Schedule

1. Adjustments to the Salary Schedule

Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two (2) below. Any employee serving in the Jesup Community School District for one (1) semester or more shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Upon initial employment credit for previous outside teaching experience in a duly accredited school shall be given at the appropriate salary level on the employee schedule.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the regular salary schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Jesup Community School District for the equivalent of one (1) semester or more in one (1) school year.

Employees in the BA+24, MA and MA+15 lanes shall receive longevity payments one (1) year after the employee reaches the last step in the employee's current lane or to any lane to which the employee might advance and such longevity payments shall continue each year thereafter.

2. Educational Lanes

For an employee to advance from one (1) educational lane to a higher educational lane, his/her additional credits must be in an approved field and approved by the Superintendent or designee prior to the employee enrolling in the course. The employee shall give written notice to the Superintendent of his/her intention to advance no later than May 1. Employees must file suitable evidence of approved educational credit, by Sept. 1, and submit an official transcript by November 1.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twenty-fifth (25th) of each month.

2. Exceptions to Pay Periods

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

b. Employees who are new to the teaching profession may, at their option, elect to receive up to two hundred fifty dollars ($250.00) of the first salary installment after the completion of the first ten (10) days of employment.

E. Personnel in Special Categories

1. Vocational Agriculture, Family Consumer Science, Librarian and Industrial Technology

These teachers will be paid for their extended contract at the same rate as their regular contract.

2. Nurse

The nurse will be placed on the appropriate step on the BA level of the salary schedule not to exceed step 6.

3. Title I Teachers

These teachers will be placed on their appropriate step of the salary schedule.

F. Extra Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra curricular activities listed in the attached schedule are official school sponsored activities.

2. Rates of Pay

Employee participation in extra curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay as listed in the attached schedule.

Substitution by Employees

In the event that a regular substitute is not available, the building Principal may assign an employee to serve as substitute. The building Principal's decision in this regard shall be at his/her discretion and not subject to the Grievance Procedure. Employees so assigned shall be paid at the rate of thirteen dollars ($13.00) per hour, or the pro rata share thereof, if the assignment takes the employee from preparation time.

ARTICLE IV

INSURANCE

A. 1. Each full time employee shall be allotted six thousand one hundred seventy-five dollars ($6,175.00) per year to be applied toward a cafeteria flexible benefit insurance program. Part-time employees shall be pro-rated.

The Board will establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.

B. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months beginning September 1, 2006, and ending August 31, 2007, so long as same is allowed by the carrier retained by the Board. However, employees new to the District shall be covered by Board-provided insurance no later than the first (1st) day of the first (1st) full month following their first (1st) working day at school to the extent this arrangement is allowed by the carrier retained by the Board.

C. Descriptions

The Board shall provide each employee a description of the insurance coverage within ten (10) days of the beginning of the school year or date of employment. The Board shall provide such descriptions as are provided by the carrier.

ARTICLE V

HEALTH PROVISION

EMPLOYEE PHYSICAL EXAMINATIONS

Please refer to Board Policy 403.1.

ARTICLE VI

DUES DEDUCTION

A. Definition
Association dues shall refer to those dues deducted for ISEA, JEA and NEA.

B. Authorization
Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues.

C. Regular Deduction
Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9th) of total dues from the regular salary check of the employee each month for nine (9) months, beginning in September and ending in May each year.

D. Duration
Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board.

E. Transmission of Dues
The Board or Representative shall transmit to the Association the total monthly deduction for Association dues within ten (10) days following the regular pay period.

F. Indemnification
The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators and their designees, against any claims, costs, suits or other forms of liability and all court costs and attorneys fees arising out of the application of the provisions for dues deduction as same are set forth above in this Agreement. The Board will not be indemnified by the Association under the provisions of this paragraph when deduction of dues is made in any manner other than that specifically set forth in this Agreement.

ARTICLE VII

OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance, or any other programs jointly approved by the Board and the Association.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators and their designees, against any claims, costs, suits or other forms of liability and all court costs and attorneys fees arising out of the application of the provisions for deductions as same are set forth above in this Agreement. The Board will not be indemnified by the Association under the provisions of this paragraph when deductions are made in any manner other than that specifically set forth in this Agreement.

ARTICLE VIII

SICK LEAVE

A. Accumulative Benefits

Employees shall be entitled to ten (10) sick leave days the first year, eleven (11) sick days the second (2nd) year, twelve (12) days the third (3rd) year, thirteen (13) days the fourth (4th) year, fourteen (14) days the fifth (5th) year, and up to fifteen (15) sick leave days after six (6) years, as of the first (1st) official day of the school year whether or not they report for duty on that day. Unused sick leave shall be accumulative from year to year up to one hundred fifteen (115) days limit. Whenever a teacher reaches the maximum of one hundred fifteen (115) days, any sick days used that year shall first be taken from that year's fifteen (15) current entitlement days and then from the one hundred fifteen (115) day accumulation, if necessary.

Sick leave shall not be granted for employee elective surgery or for leaves for which reasonable evidence cannot be shown, reaffirming the necessity of sick leave absence.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 15 of each year.

A protest of common error and/or omission from the sick leave accounting must be made to the District within five (5) calendar days from the day of providing the employees with a copy of their written accounting of their accumulative sick leave days, otherwise the days will stand as being correct.

C. Extended Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability, up to thirty (30) days prior to the beginning of the next year. All benefits, including insurances, shall be continued for a period of thirty (30) days following the depletion of the accumulated sick leave. Benefits may be continued by the employee after accumulated sick leave and the thirty (30) day period have elapsed.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Paid Leaves

Employees shall be entitled to the following temporary leaves of absence with full pay.

1. Personal

a. At the beginning of the school year, each employee shall be credited with one (1) day, which may accumulate to three (3) days to be used for any purpose at the discretion of the employee, except for the following:

(1) No personal day shall be used for any kind or form of work stoppage.

(2) No personal day shall be used immediately before or after a holiday or vacation period except in case of an emergency or extenuating circumstance as determined by the Superintendent or his/her designee.

(3) An employee planning to use a personal leave day or days shall notify the Principal at least three (3) school days in advance, in writing, except in cases of emergency or extenuating circumstances as determined by the Superintendent or his/her designee.

(4) Personal leave shall not be granted during the first seven (7) school days or the last seven (7) school days of the school year except under extenuating circumstances at the discretion of the Superintendent or his/her designee.

b. An employee shall be granted a maximum of one (1) additional personal leave day per year for any one (1) nine (9) week grading period in which the employee has perfect attendance. The only absence which will not count against perfect attendance would be an absence while on business for the school district or any other paid leave covered in this Article. Any person needing a waiver from this requirement of perfect attendance in order to earn an extra day of personal leave shall seek the approval of the administration.

c. Any teacher who has accumulated the maximum of three (3) personal days and chooses not to use the one (1) or two (2) personal days which would otherwise be lost at the end of the school year, shall receive monetary reimbursement for the unused day or days. The reimbursement for each unused day shall be equal to the amount currently paid a substitute teacher for one (1) day. In the event that it is only a half (1/2) day that is not taken and would otherwise be lost at the end of the school year, the reimbursement for that half (1/2) day shall be equal to the amount currently paid a substitute teacher for a half (1/2) day.

2. Legal Leave

Any employee called for jury duty or subpoena court appearance during school hours shall be permitted to be absent without loss of pay and without charge against leave provided the employee notifies his/her principal of the upcoming absence as soon as possible after the employee is informed of the date of said jury duty or court appearance. Any fees or remuneration the employee receives during such leave for serving on a jury shall be turned over to the school district. Cases involving personal matters which are not job related shall be excluded.

3. Association

Up to four (4) days shall be available to the Association to attend conferences and conventions of the local, state and national affiliated organizations. The Association shall notify the Board at least one (1) week prior to the conference or convention as to the employees who shall be attending and the dates of their leave and shall reimburse the school district for the cost of substitute teachers.

4. Professional Leaves

Professional leave days may be made available to employees to attend educational events with advance approval of the Administration. Expenses shall be paid by the employee unless reimbursed by the District. Professional leaves shall be granted at the sole discretion of the Administration, which decision shall not be subject to the Grievance Procedure.

5. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, step-children, parent, step-parent, and any other member of the immediate household. Employees shall be granted the following:

a. Up to three (3) days in the event of death of an employee's brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

b. Up to one (1) day off in the event of the death of an aunt, uncle, niece or nephew and for any funeral in which they are an active participant in the funeral service.

c. Requests for Bereavement leave shall be made in advance to the Superintendent or his/her designee whenever possible.

6. Family Illness

Employees shall be granted leave at full pay for illness requiring the presence of the teacher to provide care in the immediate family not to exceed two (2) days per year as certified by the attending physician if required by the Administration. Leave for immediate family illness shall not be deducted from any accumulated sick leave. The immediate family shall be defined as: wife, husband, sons, daughters, step-children, foster children, parents, exchange students residing with the family and any of the following who reside with the employee: brothers, sisters or step-parents.

B. Unpaid Leaves

1. Emergency Leave

An employee may be granted unpaid emergency leave by the Superintendent, or in the Superintendent's absence, by the Principal. The decision so made by the Superintendent or the Principal shall be totally discretionary and not subject to the Grievance Procedure.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave
Maternity leave shall be granted as per Iowa Code.

B. Family Illness
A leave of absence without pay and without paid benefits for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family whose life is in jeopardy. Said leave may be granted at the discretion of the Board.

C. Adoption
Any employee who becomes an adoptive parent of a child of up to school age shall be entitled to unpaid leave of up to ten (10) consecutive school days following placement of the child in the employee's home. The employee shall notify the Board as soon as the employee becomes aware of the approximate date of said placement and of any changes in that placement date thereafter.

D. Sabbatical
An employee on a Board-approved unpaid leave (either for one-half [1/2] of a school year or for a full school year) shall upon return from sabbatical leave be placed on the salary schedule and be given the same benefits as he/she would have accrued had he/she taught in the District during such period. All benefits, including insurance, shall be continued during the leave at the employee's expense.

E. Family Medical Leave Act
Employees of the District are entitled to unpaid family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE XI

EMPLOYEE EVALUATION

Tier 1 (Probationary Teacher)

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier I teachers. The cycle for Tier I shall consist of both formal and informal evaluations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal evaluations and a minimum of three walkthrough evaluations. At least one of the formal evaluations shall include a pre-observation conference and post observation conference between the evaluator and teacher. The evaluator shall meet with the teacher within fifteen (15) days (school days) following formal classroom observation. Teachers in Tier I will be involved in a minimum of one summative conference in year one. In year two (year one for teachers new to the District), teachers in Tier I will be involved in a comprehensive review.

Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not Tier 3. A teacher in the third year of probation pursuant to Iowa Code may be evaluated using the same methods as in Tier I. Each teacher in Tier 2 shall be required to develop an individual career development plan every three years.

During year one of the cycle, each staff member shall create an individual career development plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's Plan.

During the first two years of the cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria. Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may formally observe the teacher at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in a three year cycle. At least one formal observation shall include a pre-observation and post-observation conference. The evaluator shall meet with the teacher within fifteen (15) days (school days) following formal classroom observation. The teacher shall provide a portfolio linking the Iowa Teaching Standards and Criteria. In year three, the completion of the Individual Career Development Plan will occur; a written review by the evaluator after the teacher and evaluator have discussed the teacher's progress and outcomes on the Individual Career Development Plan is completed; and a three year summative review will be conducted.

A. Within six (6) weeks after the beginning of the school year, teachers shall be made acquainted with the evaluation procedure by a member of the administrative staff.

B. Results of the minimum number of formal observations, provided for in Tier 1 and Tier 2 above, shall be in writing, with a copy given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

C. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her evaluation file. Any

written statement by the employee shall be made at the time of the evaluation conference or within five (5) working days of the conference.

D. All evaluation of classroom teaching performance of a classroom teacher shall be conducted openly with the full knowledge of the teacher.

E. Each employee shall have the right at any reasonable time to review the contents of his/her employee evaluation file.

ARTICLE XII

STAFF REDUCTION PROCEDURE

A. Board Determination

When the Board has made the determination that a reduction in staff among employees within a specific area of employment is necessary, the procedure for determining the employee or employees who will be reduced from staff shall be in accordance with this Article.

*Note: No bargaining unit member employed with the Jesup Community School District previous to the 2006-2007 school year will be adversely effected by this change in staff reduction agreement. Anyone employed before the 2006-2007 school year that would be better served by the previous staff reduction agreement will be granted its use. Any such request must be in writing within 5 school days of receiving notice of staff reduction.

B. Area of Employment

The areas of employment as that term is used in this Article are defined as follows:

Classroom teachers, Pre K-4
Classroom teacher Rural K-8
Science, 5-12
English, 5-12
Family and Consumer Science, 5-12
Languages, 5-12
Mathematics, 5-12
Social Studies, 5-12
Business Education, 5-12
Art, K-12
Physical Education, K-12
Industrial Technology, 5-12
Guidance, K-12
Instrumental Music, K-12
Vocal Music, K-12
Library/Media, K-12
Title 1, K-5
Vo Ag, 5-12
Special Education, Pre K-12

C. Procedure

The reduction within the affected area of employment shall be accomplished as follows:

1. Reduction will first be accomplished by attrition.

2. Reduction will be accomplished secondly by reducing employees with temporary or emergency certification within the area of employment. In the event that there are more than one (1) such employees affected, the Administration will determine which of such employees will be reduced on the basis of the criteria established in Section C-3.

3. When neither attrition nor reduction of temporary or emergency certified employees accomplishes the required reduction within the affected area of employment, the Administration shall determine the employee within that area of

employment to be reduced according to the following criteria as each is weighted below:

a. Total teaching experience in the Jesup Community School District - 18.

b. Total teaching experience in other school systems - 10.

c. Breadth and depth of certification endorsements and educational preparation. Endorsements and educational preparation relative to the area of employment shall take priority over other endorsements and educational preparation - 18.

d. The educational subject area and grade levels in which reductions are being made - 18.

e. Relative skill and ability - 18.

f. The need to avoid termination of existing programs, curricular or extra-curricular - 18.

g. When the foregoing factors are relatively equal, the employee teaching in the affected area of employment with the least seniority shall be reduced.

4. The Board shall notify the employee or employees to be reduced and the Association of the contemplated reduction as soon as is reasonably possible, in accordance with the Code of Iowa, and shall meet with said employee or employees and the Association at a time mutually agreeable to all parties to said meeting to discuss the reduction.

D. Layoff Due to Staff Reduction

During said layoff due to reduction, the employee shall not be prevented or prohibited from seeking and accepting employment elsewhere, and shall not be terminated for this reason except on written request by the employee. After two (2) contract years on said layoff, the employee will be removed from the list of employees on layoff due to reduction in staff. Employees on layoff due to reduction in staff shall receive no insurance benefits at Board expense during that status, but may elect to continue insurance benefits by paying the premiums themselves direct to the carrier, contingent upon approval of said procedure by the respective insurance carriers.

E. Recall

An employee on layoff due to reduction shall be offered the first vacancy that occurs in the District within the area of employment from which the employee was reduced, providing the employee is certified for said position at the time of recall. Recall in this fashion shall be in reverse order from the order of reduction from that area of employment. The employee recalled by the Board shall be notified of said fact in writing by certified mail and shall accept the position offered in writing by certified mail within ten (10) days of the receipt of said written notice. If the employee so notified fails to accept that position within said time limits, the employee has then declined the position and surrendered all recall rights. The employee will then be considered an applicant. An employee recalled from reduction shall retain the employee's position on the salary schedule occupied when the reduction began, together with an increase on said salary schedule for experience gained during this period in other districts in Iowa, or additional qualifying education during said period as same has been defined in the Article pertaining to wages and salaries. Employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1 shall not be eligible for the benefits of this Article.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved Person

   An aggrieved person is the person or the Association making the claim.

3. Party in Interest

   A party in interest is the person making the claim, and any person, including the Association or Board, who might be required to take action or against whom action might be taken.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any problems concerning this Agreement that may arise. Both parties wish these proceedings to be kept informal and confidential.

C. Procedure

1. First Step

   An attempt shall be made to resolve the grievance through an information discussion between the aggrieved person and the administrator involved.

2. Second Step

   If a grievance is not resolved informally at the first step, the aggrieved shall file the grievance in written form with the administrator within ten (10) calendar days after the informal conference with the administrator. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted or misapplied, and shall state the remedy requested. Within fourteen (14) calendar days after the administrator receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve same. The administrator or his/her designee shall render such decision and communicate it in writing to the aggrieved within fourteen (14) calendar days following the meeting between the administrator and the aggrieved.

3. Third Step

   In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the administrator's answer within ten (10) calendar days of the said written decision with the Superintendent or his/her designee. Within fourteen (14) calendar days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent or his/her designee shall file an answer within fifteen (15) calendar days of the third step grievance meeting and communicate it in writing to the employee, the administrator, and the representative of the employee.

4. Fourth Step

If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within ten (10) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievance shall be submitted to arbitration as provided below:

The grievant and the Association shall submit, in writing, a request to enter into such arbitration. The Public Employment Relations Board shall be requested to provide a list of seven (7) arbitrators. The Association shall remove the first name from the list and shall do so within five (5) school days after receipt of the list. Each party shall have one (1) working day to remove the next name and the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder. All costs for arbitration shall be borne equally by the Board and the Association, except the cost of any representative of each party shall be borne by that party.

D. Rights of the Aggrieved Person

1. Representation

An aggrieved person may be represented at all formal stages of the grievance procedure by himself/herself, or at the option of the aggrieved person, by a representative selected or approved by the Association.

2. Meeting Time

All grievance meetings and hearings shall be held at mutually agreed upon times outside of the regular work day.

E. Miscellaneous

1. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants. Said grievance file shall be kept in the appropriate principal's office.

3. Time Limits
The time limits specified may be extended by mutual agreement. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

4. All grievances must be presented within fourteen (14) calendar days of the date of occurrence or knowledge of the occurrence of the event giving rise to the grievance.

5. At all steps of a grievance after step one, the Association and Administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses and the grievant. Designated or selected representatives may be present beyond step one.

7. If a grievance affects more than one (1) building level (K-5, 6-12) and two (2) or more employees file, in writing, from each building level, the grievance shall be processed at level three.

F. If the aggrieved person does not follow the procedure set forth in this Article XIII (C), the Administration and the Board will not be required to process said grievance.

ARTICLE XIV

VOLUNTARY TRANSFER PROCEDURE

A. Definition

A transfer shall be defined as a movement of employees from building level to building level (Pre K-4, 5-12, Rural K-8). The realignment of the employees within these levels shall not be considered a transfer. Any employee who is realigned will be notified in writing by the District as soon as practical after the District has determined the realignment.

B. Notification of Vacancies

1. Date

The Superintendent shall deliver to the Association and shall post in all school buildings a list of the vacancies which occur during the school year and which will exist in the following school year upon knowledge of the existence of said vacancies. As to vacancies which arise during vacation periods, the Superintendent shall notify the Association, which shall assume responsibility for notifying its members of those vacancies.

2. Requests

Employees who desire a change in grade level, subject area, building or classroom may file a request for such a change with the Superintendent, in writing. Such request for change may be filed at any time during the fiscal year covered by this Agreement. A request for change filed during the previous fiscal year shall not be considered for vacancies occurring during the current fiscal year unless refiled in the current fiscal year. If an employee does not receive a voluntary transfer the employee will have the opportunity to discuss the transfer with the Superintendent.

C. Notice of Transfers

As soon as is practical after Board action filling any posted vacancies, the Board shall announce its action by posting same in each school building and by delivering a copy of said notice to the Association. The Board's decision as to each vacancy shall be in its discretion and not subject to the Grievance Procedure.

ARTICLE XV

INVOLUNTARY TRANSFER PROCEDURE

A. Definition

A transfer shall be defined as a movement of employees from building level to building level (Pre K-4, 5-12, Rural K-8). The realignment of the employees within these levels shall not be considered a transfer. Any employee who is realigned will be notified in writing by the District as soon as practical after the District has determined the realignment.

Employees who are requested in writing by the administration to move to another area of employment and are then staff reduced, or who are involuntarily transferred from one area of employment to another area of employment and are then staff reduced, will have their seniority in the previous area of employment.

B. Procedure

The procedure in the event that the Administration has determined that the vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to the Voluntary Transfer Procedure in Article XIV, or in the event that the Administration shall determine that any other change or transfer in grade or subject area or building or classroom is necessary, the principal involved shall notify the transferee in writing of the intended action and shall meet with the transferee to inform the transferee of the reasons for the transfer. Thereafter, the transferee may, within five (5) school days of the receipt of said notice, request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final in its discretion, and that decision shall not be subject to the Grievance Procedure.

ARTICLE XVI

COMPLIANCE AND DURATION CLAUSE

A. Compliance Between Individual Contracts & Comprehensive Agreement

Any individual contract between the Board and an individual employee heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. This clause is not to be construed to allow the one (1) year term contract to be extended beyond its term or to have its termination grievable at the end of its term.

Each individual contract shall be signed by the President of the Board.

B. Separability

Should any Article, section or clause of this Agreement be declared contrary to law, then that Article, section or clause shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. Printing

Copies of this Agreement shall be presented to all members of the bargaining unit for ratification, the cost of printing being equally split between the Board and the Association. A copy of the Agreement shall be presented to all employees now employed or hereafter employed.

D. Duration

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

This Agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted under the terms of this Agreement or through collective bargaining.

E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 5th day of Sept., 2006.

JESUP EDUCATION ASSOCIATION	JESUP COMMUNITY SCHOOL DISTRICT
By: _____ President	By: _____ President
By: _____ Chief Negotiator	By: _____ Chief Negotiator

JESUP COMMUNITY SCHOOL DISTRICT
2006-07 SALARY SCHEDULE

STEP		BA	BA+12	BA+24	MA	MA+15
Gen Base	1	25555	26603	27651	28699	29747
	2	26603	27651	28699	29747	30795
	3	27651	28699	29747	30795	31843
	4	28699	29747	30795	31843	32891
	5	29747	30795	31843	32891	33939
	6	30795	31843	32891	33939	34987
	7	31843	32891	33939	34987	36035
	8	32891	33939	34987	36035	37083
	9	33939	34987	36035	37083	38131
	10	34987	36035	37083	38131	39179
	11	36035	37083	38131	39179	40227
	12	37083	38131	39179	40227	41275
	13	38131	39179	40227	41275	42323
	14	39179	40227	41275	42323	43371
	15	40227	41275	42323	43371	44419
	16	41275	42323	43371	44419	45467
	17		43371	44419	45467	46515
	18		44419	45467	46515	47563
	19			46515	47563	48611
	20				48611	49659
	21					50707
$1,100 +step				47615	49711	51807

SCHEDULE B

2006-07

SUPPLEMENTARY SALARY SCHEDULE
$4,200

SUPPLEMENTAL SCHEDULE

Head Coach - Football/Basketball/Wrestling	4200
Asst Coach - Football/Basketball/Wrestling	3438
Head Coach - Baseball/Softball/Track/Volleyball/Cross Country	3248
Asst. Coach - Baseball/Softball/Track/Volleyball	2298
Head Coach - Golf	1912
Play Director - (Per Play)	1245
Declamation Director	1536
Yearbook Sponsor	1441
High School Band Director	3438
Summer Band Lessons	2862
High School Vocal Director	1911
Middle School Band Director	2297
Cheerleading (High School)	2018
Cheerleading (Middle School)	1345
FFA Advisor	4200
FCCLA Advisor	866
Coordinator - Instructional Computer Services	3438
High School Student Council Sponsor	866
Middle School Student Council	599
JTV Sponsor	1731
School Newspaper Sponsor	1731
Pay Rate - per event for extracurricular assignment	23
Safety Patrol Supervisor	210

SCHEDULE C

GRIEVANCE FORM

JESUP COMMUNITY SCHOOL DISTRICT

_____ Grievance No._____

Name of Aggrieved Employee

Second Step (Principal)

A. Date of event giving rise to grievance: _____

B. Specific clause and Article of Collective Bargaining Agreement violated:

_____

C. Nature of grievance:

D. Remedy requested:

E. We agree to meet to discuss this matter on _____ at

_____.

_____ Teacher Initials

_____ Admin. Initials

F. Disposition by Principal:

_____ Signature of Aggrieved Employee

_____ Signature of Principal or Designee

Date Signed: _____

Date Signed: _____

_____ Signature of Association Representative

Date Signed: _____

GRIEVANCE FORM

JESUP COMMUNITY SCHOOL DISTRICT

Third Step (Superintendent)

A. Signature and date of aggrieved employee:

_____ _____

B. Signature and date of Association representative:

_____ _____

C. Date received by Superintendent: _____

D. Disposition by Superintendent:

_____
Signature of Superintendent
or his/her Designee

Fourth Step (Arbitration)

Arbitration of grievance is hereby requested:

_____ _____
Signature of Aggrieved Employee Date Signed

JESUP EDUCATION ASSOCIATION

_____ _____
Signature of Association Representative Date Signed

Date received by Superintendent _____

Signature of Superintendent _____