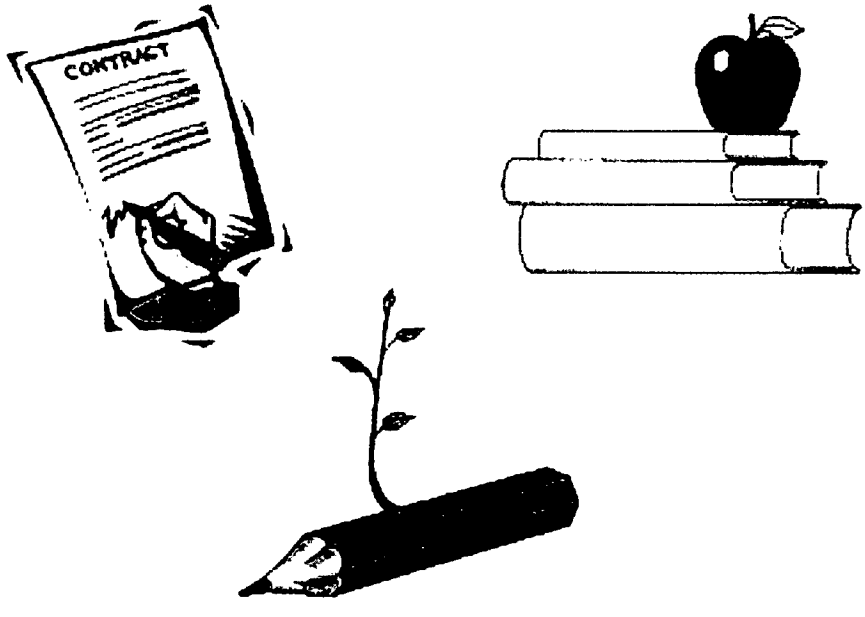
LAMONI CSD/EA 06-07

Lamoni Community School

Learning
Commitment
Success

Master Agreement



2006-2007

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ARTICLE A

GROUND RULES

A.1 Each committee will limit their committee to five members to be chosen and changed at will, with substitutes, of one or two persons plus one silent observer.

A.2 Each committee will have one main spokesperson. Others reserve the right to speak.

A.3 The meetings will be closed sessions with the exception of the first two which shall be open to the public. Minutes from the closed session will be confidential.

A.4 All minutes taken will be confidential between the two committees and will be considered Board of Education minutes.

A.5 The committees have the authority to act and make decisions for their respective organizations, except final monetary items for the school board.

A.6 All agreements will be given in writing and initialed by the respective negotiations committee chairperson.

A.7 All final agreements will be given in writing and initialed by the respective negotiations committee chairperson.

A.8 Initialed agreements must be ratified by the Board and Lamoni Education Association to become binding.

A.9 The calendar for the meeting will be by consent of both groups.

A.10 If outside resource persons are needed concerning a specific subject, then a written statement will be provided. If this does not clarify the point, the resource persons can be invited to a future meeting upon notifying the other party at least 48 hours in advance.

ARTICLE B

IMPASSE PROCEDURES

B.1 MEDIATION
Mediation as stated in the current Code of Iowa 20.20.

B.2 BINDING ARBITRATION
Binding Arbitration as stated in the current Code of Iowa 20.22.

*A copy of the Code of Iowa is kept in the Superintendent's office, available for anyone to view.

President, Board of Education	7/25/06 Date
Chairperson, The LEA Committee	7/24/06 Date

PREAMBLE

The Board of Directors of the Lamoni Community School District, hereinafter referred to as the Board and the Lamoni Education Association, agree as follows:

ARTICLE I

RECOGNITION

1.1 REPRESENTATIVE UNIT

The Board hereby recognizes the Lamoni Education Association and 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 239) issued by the PERB on the third (3) day of September, 1975.

The unit described in the above certification is as follows:

All full-time and regular part-time professional personnel of the Lamoni Community School District, including, but not limited to, teachers, (elementary, secondary, physical education, music, and drama), librarian, guidance counselor, and school nurse insofar as the contract for employment is issued by, and the salary is determined by the Lamoni Community School District. Part-time employees will receive proportionate benefits under Sections 10.2B, 11.1, 19.3, and 20.4 of this contract according to the percentage of time they work.

1.2 DEFINITIONS

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

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

C. The term "Association", as used in this Agreement, shall mean the Lamoni Education Association or its duly authorized representative or agent.

ARTICLE II

COMPLIANCE CLAUSES AND DURATION

2.1 COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement and in the form set forth in Schedule I, Employee Contract. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract, when tendered to the employee, shall be

signed by the President of the Board and shall incorporate, by written reference, the terms and provisions of this Agreement.

2.2 SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, (except to the extent permitted by law) and the Board and the Association shall enter into negotiations within thirty (30) days to replace said provision. The remaining portion of the contract shall remain in full force and effect notwithstanding the invalidity of any provision or application.

2.3 PRINTING AGREEMENT

The method of printing the contract shall be agreed upon by both parties. All new and changed articles shall be printed and distributed to the parties within thirty (30) days of ratification of the contract.

2.4 NOTICES

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

2.5 DURATION PERIOD

This agreement shall continue in force and effect for a period of one (1) year to begin on July 1, 2006 and end on June 30, 2007.

2.6 SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their signatures placed thereon,

Board President	7/25/06 Date
Board, Chief Negotiator	7/25/06 Date
LEA President	7/24/06 Date
Elizabeth Carpenter LEA, Chief Negotiator	7/24/06 Date

ARTICLE III

NONDISCRIMINATION

3.1 Applicants for admission and employment, students, parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Lamoni Community School District #27-3465 are hereby notified that this institution does not discriminate on the basis of race, color, national origin, sex, age, religion or handicap in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning Lamoni Community School district #27-3465 compliance with regulations implementing Title VI, Title IX, or Section 504 is directed to contact the office of the Superintendent, Lamoni Community Schools, 202 N.Walnut Street, Lamoni, IA 50140, Telephone #641-784-3342. The Superintendent has been designated by Lamoni Community School District #27-3465 to coordinate the institution's efforts to comply with the regulations implementing Title VI, Title IX, and Section 504. Any person may also contact the Assistant Secretary for Civil Rights, U.S. Department of Education, regarding the institution's compliance with the regulations implementing Title VI, Title IX, or Section 504.

ARTICLE IV

EMPLOYMENT AND ASSIGNMENTS

4.1 NOTIFICATION OF PRESENTLY EMPLOYED STAFF

A. Each employee shall be given written notice of his salary schedule placement not later than April 30. Notification of class and/or subject assignments and room assignments shall be given as soon as possible.

ARTICLE V

EMPLOYEE WORK YEAR

5.1 IN-SCHOOL WORK YEAR

A. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

B. Regular Contract

The in-school work year, for employees contracted on a nine-months' basis, shall be one hundred ninety (190) days which includes one hundred eighty (180) teaching days, six (6) in-service days, and four (4) paid holidays. These holidays are: Labor Day, Thanksgiving, Christmas, and New Year's Day.

1. Any days beyond the 190 contract days are paid at the per diem rate.

C. Inclement Weather Exception

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing.

5.2 SCHOOL CALENDAR

The calendar shall include two days when school is dismissed at 2:00 p.m. for teachers and students.

ARTICLE VI

EMPLOYEE HOURS AND LOAD

6.1 WORK DAY

A. For employees, the school day on which salaries are based is the period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for employees as prescribed by the Board.

B. It is recognized that the employee's professional day extends beyond student contact hours to include the time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, and other professional responsibilities of the employee.

6.2 DUTY FREE LUNCHES

A duty free lunch period of not less than thirty (30) minutes shall be provided daily for each teacher.

6.3 PREPARATION TIME

Classroom employees shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

(1) Elementary School - 30 minutes
(2) Middle School - 1 class period
(3) Senior High School - 1 class period

6.4 ACTIVITY TICKETS

Teachers shall not be required to sell tickets at school sponsored events.

ARTICLE VII

HEALTH PROVISIONS

7.1 PHYSICAL FITNESS - NEW EMPLOYEES

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician (of the employee's choice) within thirty (30) days of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The Board may require a subsequent examination when, in its judgment, such examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee. The Board will pay up to $30, after insurance, toward the cost of a subsequent examination. Each new employee shall be advised (in writing) of the physical fitness requirements at the time of employment. If the employee is not notified, as specified above, he or she will not be deprived of any wages or benefits; but if the employee is notified and does not comply with the above requirements within 30 days after notification, wages and benefits may be withheld until the employee is in compliance.

7.2 PHYSICAL FITNESS - CONTINUING EMPLOYEES

All continuing employees shall have a physical examination by a licensed physician including evidence of freedom from tuberculosis on or before September 30 of each third (3rd) year. The Board will pay up to $30, after insurance, for this examination but will not pay for the costs of any additional examinations. Failure by the employee to comply with the September 30 deadline shall result in withholding payment of salary until the employee is in compliance.

ARTICLE VIII

REDUCTION OR REALIGNMENT OF STAFF

8.1 LAYOFFS

When one or more employees are to be laid off, and only when deemed necessary by the Lamoni Community School Board of Education, the following prioritized procedures shall determine those employees to be laid off first:

(1) Unless needed to maintain a state required program, staff members with emergency and/or temporary certification shall be released first.

(2) If possible, staff reductions will be accomplished through attrition and realignment.

(3) If the necessary reductions cannot be accomplished through the procedures listed in section (1) and (2) above, teachers will be subject to release according to the following criteria unless needed to maintain a state required program:

(a) Teaching experience in the Lamoni Community School District;
(b) Educational preparation, certificate endorsements and approvals.
(c) Teaching experience in other school districts.

One year of experience shall be defined as employment as a teacher for ninety or more consecutive days in one school year. Credit for part time employment will be pro rated according to the portion of the day the person worked and added to determine years of experience, i.e. two years of half time employment equals one year of experience. Seniority will be determined for each area of service for staff reduction purposes. In the event that an employee would be reduced in one area who had more seniority than an employee in a second area, the employee in the second area would be reduced provided the senior employee was properly certified in said area. Areas of service will be specified as follows:

A. Grades K-6 subject area.
   1. Regular Classroom
   2. Physical Education
   3. Vocal Music
   4. Instrumental Music
   5. String Music
   6. Special Education

B. Grades 7-12 by subject area.
   1. Science
   2. Mathematics
   3. Language Arts
   4. Social Studies
   5. Business Education
   6. Art
   7. Vocal Music
   8. Instrumental Music
   9. Vocational Agriculture
   10. Industrial Arts
   11. Home Economics
   12. Driver's Education
   13. Guidance Counselor
   14. Special Education
   15. Physical Education
   16. Foreign Language
   17. Librarian

No teacher may be prevented from securing other employment during the period he/she is laid off under this subsection. Laid off employees shall be reinstated in inverse order of their being laid off, if qualified to fill the vacancies. No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies.

8.2 RECALL RIGHTS

Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is or may become certified for two (2) calendar years beginning on May 15 and shall be recalled to available positions in such professional categories in inverse order of the layoff.

8.3 NOTIFICATION

The administration shall provide written notice to the Association and to each employee who may possibly be affected by the reduction or realignment no later than April 1 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

8.4 BENEFITS

Any individual reemployed by exercising his/her recall rights shall be given full credit for any relevant training and experience he/she has obtained through other employment in the interim period.

8.5 RESIGNATIONS

Any employee who resigns upon request for reasons of staff reduction or realignment, or is laid off, shall be accorded the recall rights unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained such recall rights provided by this policy.

8.6 LOSS OF SENIORITY AND RECALL RIGHTS

Any teacher(s) who has acquired seniority shall lose such seniority and recall rights for the following reasons:

(1) If a teacher voluntarily resigns.
(2) If, upon recall, a teacher fails to report within fifteen (15) calendar days after being notified in writing to do so at his/her last known address, unless prevented by illness or other reasons satisfactory to the Board.

ARTICLE IX

EMPLOYEE RIGHTS

9.1 JUST CAUSE PROVISION

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage by the Board, or Administration, without just cause.

9.2 EVALUATION OF STUDENTS

The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Lamoni School District based upon his/her professional judgment of available criteria pertinent to any given subject area activity to which he/she is responsible. No grade or evaluation shall be changed without approval of the employee.

ARTICLE X

WAGES AND SALARIES

10.1 SCHEDULE

A. Regular Salary Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule 1 of the Appendix.

B. Extracurricular Salary Schedule

The salary of each employee covered by the Extracurricular Salary Schedule is set forth in Schedule 2 of the Appendix. Salaries covered under the Extracurricular Salary Schedule (Schedule 2) are not a part of the Regular Salary Schedule (Schedule 1) and may be cancelled or changed without affecting the salary covered by Schedule 1.

10.2 PLACEMENT ON SALARY SCHEDULE

A. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step on the salary schedule as of the effective date of this Agreement and in accordance with paragraph 10.2 B. Any teacher under contract for one (1) semester or more shall be given full credit for the year.

B. Credit for Experience

Credit up to the last step of the current salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

C. Returning to the District

Any employee with previous teaching experience in the Lamoni School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience. Such employees who have not been engaged in teaching activities shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

D. The Lamoni Education Association agrees to the employment of Iowa retired teachers receiving IPERS at a rate not consistent with the negotiated salary schedule.

10.3 ADVANCEMENT ON THE SALARY SCHEDULE

A. Increments

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

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 higher 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 no later than ten (10) days after the beginning of each semester. Said credit must be earned in the employee's teaching field or be pertinent to the teaching field. Pertinence to the teaching field is to be determined by the Superintendent as follows:

1. Any college or university approved program leading to an advanced degree in the teacher's current teaching field would automatically be accepted.

2. Any college or university approved program leading to an advanced degree that is not in the teacher's current teaching field, but would empower the teacher to become a more skilled teacher, must receive prior approval from the superintendent.

3. The employee, upon request, will be entitled to a meeting with the Superintendent and may be accompanied by a member of the Association, to discuss the advanced degree program in question. The teacher then has the right to appeal to the board.

4. Teaching fields are any areas that require state endorsed certification.
A letter of intent to cross a salary barrier must be filed with the Board by January 15 preceding the academic year the crossing will take place. A new contract will go into effect on September 25 or March 25 after crossing the salary barrier as long as a current letter of intent is on file and the necessary lane change criteria are met .

10.4 CREDIT FOR SEMESTER'S EXPERIENCE

No teacher shall receive more than one (1) full year's credit for any one-half (1/2) year of experience.

10.5 METHOD OF PAYMENT

A. Pay Periods

Each employee shall have a choice of being paid in nine (9) or twelve (12) equal installments. This payment will be made on the twenty-fifth (25th) of each month. Employees shall receive their checks at their regular building on regular school days. The employee must notify the Board Secretary, by filling out Schedule VI, if the employee wishes to be paid in nine (9) equal installments.This notification can take place no later than the second (2nd) Friday in September.

B. Exceptions

(1) 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.

(2) Employees who are new in the teaching profession may, at their option elect to receive up to fifty (50) percent of the first salary installments after completion of the first ten (10) work days of employment. Such request to be given to the Board Secretary (by the teacher) when the contract is signed, or at the beginning of the year. The balance of the first month's salary shall be paid on the regular pay period.

C. Final Pay

Each employee shall have the option of receiving all or any part of his earned, contracted salary on the last pay period of the in-school work year. Such request is to be given the Board Secretary no later than May 15.

D. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee. Such address is to be given to the Board Secretary no later than May 15.

10.6 EXTENDED CONTRACT RATES

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in the Agreement. Any employee whose assignment exceeds the regular employee work year (Article V), or the normal employee hours and the load (Article VI), will be additionally compensated as follows:

Employees on extended contract will be paid at the rate of 1/190 of base pay for each day of extended duty.

10.7 EXTRACURRICULAR ACTIVITIES

A. Approved Activities

The Board and the Association agree that the extracurricular activities listed on Schedule 2 are official, school-sponsored activities covered by school insurance.

B. Rates of Pay

Employee participation in extracurricular activities which extend beyond the regular schedule in-school day shall be compensated according to the rate of pay or other stipulations in Schedule 2.

10.8 EXTRA ASSIGNMENT

A stipend will be paid to teachers as compensation for packing, unpacking, and organizing, when a move or major change in teaching responsibilities is required.

Pre-K-Grade 5:	$500.00 assignment change and/or room location change.
Grades 6-8:	$250.00 assignment change of 50% or more of total classes taught. $250.00 for home room location change
Grades 9-12:	$250.00 assignment change of 50% or more of total classes taught. $250.00 for home room location change

10.9 MENTORING ASSIGNMENT

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

10.10 STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM

If the District participates in the Student Achievement and Teacher Quality Program (SF476) the following distribution method will be used. This distribution will be separate from and in addition to the bargaining salaries, Phase I, and Phase II for 2006-2007.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed to all other teachers equally.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2006-2007 school year, but not later than October 15, 2006. Funds will be distributed as soon as possible during the given contract year.

ARTICLE XI

INSURANCE

11.1 The Board will pay up to $560.00 per employee per month for the family plan, or full coverage for the single PPO during the 2006-2007 school year to be applied against the cost of health (medical) insurance for the employee and the employee's dependents on the Lamoni Community School's group health and accident insurance plan. Payments by the Board shall continue for twelve (12) consecutive months, beginning with the employee's first salary payment of the school year. If the employee, upon termination, takes the remaining portion of their salary in one lump sum, then the contract has been terminated and insurance payments shall cease with the employee's receipt of the final lump payment. The terms of the insurance carrier shall be incorporated as part of this agreement.

11.2 An employee on extended leave will have the option of continuing their health and major medical insurance on the school's plan. The employee will pay the premium.

11.3 An employee who is retiring from the school system will have the option of continuing his/her health and major medical insurance on the school's plan. The retiree will pay the premium.

11.4 The Board will provide a cafeteria plan in accordance with Section 125 of the Internal Revenue Code. Any savings to the board in reduced FICA payments will be used to pay administrative costs of the plan, and then to increase benefits. If the FICA savings are not sufficient to pay the administrative costs, the balance will be prorated among the participants.

11.5 For the 2006-2007 school year, the board will provide disability insurance at no cost to the employee.

ARTICLE XII

DUES DEDUCTION

12.1 AUTHORIZATION

Any employee, who is a member of the Association or who has applied for membership, will sign a form authorizing payroll deduction of professional dues by the Board Secretary. It will be the responsibility of the Association to see that all members are notified and provided with the necessary authorization forms. It will further be the responsibility of the Association to see that all completed forms are presented to the Board Secretary no later than the second (2nd) Friday of any month in order to begin dues deduction that month.

12.2 REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct equal payments of the total dues from the regular salary check of the employee each month, beginning in the month in which the authorization was received by the Board Secretary and ending in May of each year.

12.3 TERMINATION

Any employee who terminated employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made.

12.4 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 and a listing of the employees for whom deductions were made.

12.5 HOLD HARMLESS CLAUSE

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 XIII

LEAVES OF ABSENCE

13.1 HEALTH, FAMILY, AND EMERGENCY LEAVE

A. SCHEDULE

Any time after the teacher has reported for duty, a sick leave (personal illness) will be granted upon completion of the regularly used certificate according to the following schedule:

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

B. ACCUMULATED LEAVE

After accumulating 105 days, an employee will be entitled to use the 15 days for the current year before using the accumulated 105.

C. EARLY TERMINATION

If any employee terminated service prior to completion of contract year, the amount of current sick leave available for use prior to termination shall be computed on the basis of one (1) day for each nineteen (19) days of duty on the contract.

D. NECESSARY LEAVE

Six (6) days of necessary leave per year will be granted with pay to an employee for personal business. An employee planning to use a necessary leave day(s) shall notify the principal at least twenty-four hours in advance, except in case of emergency. No more than 10% of the teaching staff may take a necessary leave day on the same day except in cases of emergency. Necessary leave may not be taken during the first week and last week of the contract year when classes are in session except in cases of emergency.

E. ACCUMULATED NECESSARY LEAVE

Unused days of necessary leave may accumulate to six (6) days maximum.

F. FAMILY LEAVE BANK

The Family Leave Bank is to be used for family medical reasons related to the employee's family.

1. The work family consists of the following: self, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, brothers, sisters, aunts, uncles, cousins, nieces, nephews, grandparents, grandchildren, spouse, children, step children, foster children, other individuals living in the same place of residence, and other significant people in the employee's life.
2. A family leave bank will be created each year.
3. In order to draw from the bank the employee must contribute one day from his/her necessary leave days.
4. If an employee wants to contribute to the bank, it must be done by the second Friday in September.
5. The school Board will contribute twenty (20) days to the bank at the first of each school year.
6. The maximum days the bank can hold will be twenty (20) days plus one (1) for each employee.
7. An employee may use a total of ten (10) leave bank days per year.
8. If there are twenty (20) or less days used out of the bank in a given year, then each contributing employee will be given their contributed day back to add to their accumulated total.
9. If more than 20 days were withdrawn from the bank in a given year, then the bank's balance will return to zero, with no days returned to the employees.
10. Employees are not required to use any or all of their Necessary Days for family illness before using days from the Family Leave Bank.

13.3 JURY DUTY LEAVE

Any employee called for jury duty during school hours or who is required to appear in any judicial or administrative proceeding, or who shall be subpoenaed to testify in any arbitration matter shall be provided such time. Any fees or renumeration the employee receives during such leaves shall be turned over to the Lamoni Schools System.

13.4 ASSOCIATION

A. The Association shall be entitled to five (5) days for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations.
B. Association leave will be designated by the Association's Executive Committee.
C. The Association will inform the superintendent and principal. Notification must be given at least five (5) days in advance of needed leave.

13.5 BEREAVEMENT LEAVE

In addition to sick leave, a leave of not more than five (5) per occurrence days of full pay will be granted in case of a death of a close, personal friend or relative.

13.6 DISABILITY LEAVE

1. An employee who is unable to work because of personal illness or disability, as determined by a physician, or illness or disability of a member of his/her immediate family, and who has exhausted all available leave, may be granted a leave of absence by the Board, without pay, for the duration of such illness or disability. Said leave may be for up to one (1) year in duration and the leave may be considered for renewal, by the Board, upon written request of the employee. Health and major medical insurance (as provided elsewhere in the contract) will continue for the duration of said leave. Seniority status shall remain in effect as it was at the beginning of said leave.

2. Health insurance shall be continued until the end of the employee's contract. End of contract is to mean end of the one hundred ninety (190) contracted days.

13.7 PARENTAL LEAVE

An employee who is the father or mother of a new-born or recently adopted child will be entitled to all considerations and benefits normally associated with a temporary disability.

A. Notification
The employee shall let it be known as to plans of continuing employment or taking a conditional leave of absence, without pay, not to exceed one (1) year. Seniority status shall remain in effect as it was at the beginning of the leave.

B. Personal Illness Provision
Sick leave may be used by an employee only in the amount of accumulated sick leave, and not to extend beyond such time that the employee's physician deems the employee physically and mentally fit to return to the assigned duties of employment.

C. Return to Teaching

The employee is expected to return to previously assigned duties as soon as physical conditions allow. If leave extends beyond thirty (30) days, the employee shall furnish a statement from a physician indicating the date on which the release to return to work seems probable.

D. Leave Extension

In the event of an extended leave, the extended conditional leave of absence shall become effective when all sick leave (as identified in 13.1B) is exhausted or at the option of the employee.

The employee shall be given first refusal rights to the comparable, available position, and one for which he/she is qualified, following a period of fourteen (14) days after notification of desire to return to employment. In the event that two people are seeking the same available position, that person who first notifies of his/her desire to return shall be given the first opportunity for the said position.

13.8 PROFESSIONAL LEAVE

Professional leave days may be used for any educational purpose with the approval of the building principal. The employee planning to use a professional leave day shall notify their principal at least one week in advance of their absence. Professional days shall be used for the purpose of:

(1) Visitation to view other instructional techniques or programs.
(2) Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

13.9 EXTENDED LEAVE OF ABSENCE

A. Purpose

An extended leave of absence shall be granted to an employee by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Extended leave of absence may be granted, subject to the following conditions:

1. Limitations

   Leave may be granted to no more than 6% of the teaching staff in one year. Leaves may be further limited to only one teacher from any one building.

2. Requests

   Requests for extended leave of absence shall be received by the appropriate principal, in writing, and in such form as may be mutually agreed upon. After the appropriate principal has received the request, he/she will forward it to the superintendent. Action by the Board must be taken on all such requests no later than February 1 of the school year preceding the school year for which the leave is requested.

3. Notification of Intent

   The teacher for whom the leave is approved will notify the Board of the intent to take a leave no later than March 1 of the previous school year for which the leave is granted.

4. Minimum Time to Qualify
   The employee has completed at least seven (7) full school years of service in the Lamoni School District.

5. Pay
   An employee on extended leave of absence (either for one-half of a school year or for a full year) shall not be paid by the Board.

6. Remuneration
   During the period of extended leave of absence, an employee may engage in remuneration employment and may accept grants or fellowships.

7. Return
   Upon return from extended leave of absence, an employee shall be placed on the salary schedule and maintain the same benefits as he would have accrued had he taught in the system during such period; with the exception that additional sick leave days will not be added during the time of the leave.

13.10 LEAVE WITHOUT PAY

After all available paid leave is exhausted, additional leave may be granted at the discretion of the Superintendent. The employee will be docked 1/190 of their salary for each day of leave granted under this section.

13.11 After all available paid leave is exhausted and a substitute teacher has been in the same classroom for twenty (20) consecutive days and is beginning to be a paid a portion of base pay, then the regular teacher will be on leave without pay.

13.12 If a teacher is not a contributor to the bank, the agreement in 13.11 will take place as soon as his/her paid leave days have been depleted.

ARTICLE XIV

EMPLOYEE EVALUATION

14.1 EVALUATION PERIOD

The classroom teaching performance of regular full-time and part-time first, second and third year classroom teachers shall be formally evaluated a minimum of twice each school year. Beyond their third year of service, classroom teachers will be formally evaluated as deemed practical and possible by the administration.

14.2 NOTIFICATION OF EMPLOYEE WITH PROCEDURES

Within six (6) weeks after the beginning of each school year, teachers shall be acquainted, by a member of the administrative staff, with the evaluation procedures to be observed.

All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher. The teacher will be advised (prior to the first formal evaluation) as to date and time.

14.3 RESULTS OF EVALUATION

Results of the formal classroom observations provided for in 14.1 shall be provided in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

14.4 MEETING WITH EMPLOYEE

The evaluator shall have a meeting with the employees within ten (10) working days following classroom observation and prior to submission of the written evaluation for inclusion in his/her personnel file. When necessary the written evaluation shall include remediation measures to be taken by the teacher. It shall be the sole responsibility of the teacher to carry out the remediation.

14.5 EMPLOYEE RESPONSE

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

14.6 AREAS OF EVALUATION

This article deals with but a single method of teacher evaluation; i.e., evaluation of classroom teaching performance. Other methods of evaluation may be used. Some of the areas considered are:

(1) Classroom Management
(2) Character Development
(3) Curriculum Development
(4) Daily Preparations
(5) Knowledge of Subject Matter
(6) Public Relations
(7) Pupil-Teacher Relations
(8) School Wide and System Wide Effectiveness
(9) Techniques of Instruction
(10) Pupil Evaluation

NOTE: (See Teacher's Evaluation Plan for the Lamoni Community School District)

14.7 EVALUATION FILE

A file containing all documents and information relevant to a teacher's evaluation, will be maintained for each teacher in the Superintendent's office. The teacher will have access to the materials in this file at all times and may include responses, rebuttals, and similar items in the file.

14.8 COMPREHENSIVE EVALUATION

The District will agree to establish a management/labor committee that will meet at least six times for the 2006-2007 school year. The management/labor committee will jointly review the comprehensive evaluation model proposed by the Iowa Department of Education. The

committee will determine whether the criteria more clearly define the standards for the District. The District will agree to pay for three committee members to participate in the group on a per diem basis. The committee will develop recommendations for the District and teachers to review by March, 2007. The District and the Lamoni Education Association will then determine whether to implement those criteria.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

15.1 REQUIRED EDUCATION

Employees holding less than a permanent professional certificate must meet state re-certification requirements.

15.2 PROFESSIONAL CONFERENCES

When attendance at a professional conference or workshop is required by the Board and/or administration, travel and registration will be paid by the Board.

ARTICLE XVI

CURRICULUM STUDIES

16.1 CURRICULUM WORK

District curriculum scheduling will be decided upon by the consensus of those making up the curriculum committee, and the Superintendent. The Superintendent will determine how many days, not to exceed ten (10), are necessary for each individual curriculum committee. If the curriculum committee will be meeting outside the190 contract days, committee members shall be paid their per diem rate, based on an eight (8) hour day.

16.2 RELEASE TIME

For committee work done during the 190 contract days, employees who serve on committees, shall be given release time for the purpose of working on said committee.

ARTICLE XVII

GRIEVANCE PROCEDURE

17.1 DEFINITIONS

A. Grievance
A grievance is a properly channeled complaint of an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Aggrieved
An aggrieved person is the person or persons instituting the grievance. Aggrieved person is also understood to mean the Association should the grievance include majority membership of the Association.

C. Party in Interest
A party in interest is the person, persons, or Association instituting the grievance, and the person or persons to whom the grievance has been lodged at the respective levels of the grievance procedure.

17.2 PROCEDURE

A. First Step
An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her supervisor. All grievances must be presented within twenty (20) contract days from the time such event becomes known to the grievant.

B. Second Step
The aggrieved person may invoke the formal grievance procedure through the Association by completing the grievance form provided by the Association. This written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The grievance form must be signed by the grievant and a representative of the Association. The filing of the grievance must be made within ten (10) days from the termination of Step One.

The appropriate principal shall indicate this disposition of the grievance in writing to the grievant within five (5) contract days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

C. Third Step
In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file within five (5) contract days of the principal's written decision at the Second Step, a copy of the written grievance with the Superintendent. The Superintendent, or his/her designee, shall meet with the aggrieved parties of interest within five (5) days of receipt of the written grievance.

Within ten (10) contract days of having met with the grievant, the superintendent, or his/her designee, shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

D. Fourth Step
If the grievance is not solved satisfactorily at Step Three, there shall be available a Fourth Step of impartial and binding arbitration. The Association must submit in writing a request on behalf of the Association and the grieving teacher to the superintendent within thirty (30) days from the receipt of the Step Three reply.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties, with starter chosen by lot, will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The

decision of the Arbitrator will be binding and final within the limits of the grievance procedure.

Expenses for the Arbitrators services shall be borne equally by the School District and the Association.

The Arbitrator, in his opinion, shall not amend, modify, nullify, or add to the provision of the Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

17.3 RIGHTS OF EMPLOYEES TO REPRESENTATION

A. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative from within the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels (as a party of interest) and shall have the right to grieve any adjustment that is inconsistent or contrary to the provisions of the Agreement or any law, policy, or practice governing or affecting the employee.

B. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

C. Released Time

When it is requested (by an Administrator) for an aggrieved person or an Association representative to meet regarding a grievance during the contract day, said aggrieved person and representative shall be released without loss of compensation.

17.4 MISCELLANEOUS

A. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.

B. Written Decisions

All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association, and superintendent. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the section on arbitration.

C. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the Central File in the superintendent's office. These will be kept in the Board's personnel file in the Board room. These files shall be open for employee inspection, but will not be taken from the Board room.

D. Meetings and Hearings

All meetings and hearings (under this procedure) shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives. This procedure will be followed unless found to be contrary to state law.

ARTICLE XVIII

VOLUNTARY TRANSFERS

18.1 DEFINITION

The movement of a certified employee from one building to another, more than 3 grade levels (K-5), or from one subject area to another (6-12), shall be considered a transfer.

18.2 VOLUNTARY

The superintendent or his/her designee shall post a notice of all vacant positions. Where appropriate, such notice shall be accompanied by a job description and a statement of minimum qualifications and salary range. Except in case of emergency, no vacant position shall be filled on a permanent basis without such vacant position having been posted for at least five (5) contract days, so as to allow for the processing of applications. Any employee presently eligible for continuing contractual service in the coming school term may apply for transfer to where a vacant position exists. Such application shall be in writing to the superintendent or his/her designee. The superintendent or his/her designee shall notify a transfer applicant of the disposition of his/her request prior to May 20 of the school term in which the request is made.

Criteria for granting of such transfer will be based upon the following factors:

1. The needs and best interest of the District as determined by the superintendent.
2. Length of full time district service.
3. Performance evaluations over the last three years.
4. Academic qualifications in the field or at the grade level for which the transfer is being requested.
5. Experience in the grade level classification or special areas.

ARTICLE XIX

INVOLUNTARY TRANSFERS

All teachers and professional staff (counselors, nurse, etc.) are subject to assignment with the following criteria:

1) The transfer or reassignment cannot be punitive.

2) The employee will not lose seniority or compensation.

3) The employee will not be transferred to an area in which they are not certified.

4) The employee, upon request, will be entitled to a meeting with the Superintendent to discuss the transfer and may be accompanied by an Association representative. The teacher has the right to appeal to the board.

5) The school will pay for refresher courses and/or re-training courses.

6) As soon as possible, but no later than June 15, the Superintendent shall deliver to the Association a system-wide schedule showing class and subject assignment(s), for the forthcoming year for all employees. In the case of an emergency situation, the employee will be notified of an assignment change as soon as possible.

7) Reassignments cannot be used as Consortium Sharing assignments.

ARTICLE XX

HEALTH AND SAFETY

The Board recognizes the right of employees to defend themselves or students when the safety of either or both is threatened as long as the procedures used are consistent with Board policies, administrative regulations and/or existing laws related to student discipline and the use of reasonable force. Copies of the aforementioned policies and/or regulations shall be provided each employee by the Administration.

ARTICLE XXI

21.1 PHASE III IMPLEMENTATION LANGUAGE-Currently there is no Phase III Program

1. Method of Payment

A. Employees shall be paid per diem wages for all projects within the Phase III plan with the exception that the Phase III committee may approve stipend funding for special projects.
B. Employee shall be paid for Phase III work on the next regular pay day the amount earned during said pay period.
C. Stipends for employees working as leadership chairpersons, or lead teachers for group projects or potential group projects shall be determined by the Phase III Planning committee commensurate with such employee responsibilities.

2. Participation and Evaluation

A. Participation in all Phase III activities shall be voluntary on the part of the employee.
B. Evaluations pursuant to the Phase III plan shall not be used to evaluate the teacher's over-all performance.

SCHEDULE 1 2006-2007

STEP	BA	BA+8	BA+15	BA+22	MA	MA+8
0	24873.00	25370.00	26117.00	26614.00	27360.00	27858.00
1	25370.00	25868.00	26614.00	27112.00	27858.00	28355.00
2	25868.00	26365.00	27112.00	27609.00	28355.00	28853.00
3	26365.00	26863.00	27609.00	28106.00	28853.00	29350.00
4	26863.00	27360.00	28106.00	28604.00	29350.00	29848.00
5	27360.00	27858.00	28604.00	29101.00	29848.00	30345.00
6	27858.00	28355.00	29101.00	29599.00	30345.00	30843.00
7	28355.00	28853.00	29599.00	30096.00	30843.00	31340.00
8	28853.00	29350.00	30096.00	30594.00	31340.00	31837.00
9	29350.00	29848.00	30594.00	31091.00	31837.00	32335.00
10	29848.00	30345.00	31091.00	31589.00	32335.00	32832.00
11	30345.00	30843.00	31589.00	32086.00	32832.00	33330.00
12	30843.00	31340.00	32086.00	32584.00	33330.00	33827.00
13	31340.00	31837.00	32584.00	33081.00	33827.00	34325.00
14	31837.00	32335.00	33081.00	33579.00	34325.00	34822.00
15	32335.00	32832.00	33579.00	34076.00	34822.00	35320.00
16	32832.00	33330.00	34076.00	34573.00	35320.00	35817.00
17	33330.00	33827.00	34573.00	35071.00	35817.00	36315.00
18	33827.00	34325.00	35071.00	35568.00	36315.00	36812.00
19				36066.00	36812.00	37310.00
20						37807.00

SCHEDULE II 2006-2007				
			PERCENT	**BASE**
COACHING CONTRACT				**SALARY**
				24873
FOOTBALL, VARSITY			0.094	2338.06
FOOTBALL, ASSISTANT			0.062	1542.13
GIRL'S BASKETBALL, VARSITY			0.094	2338.06
GIRL'S BASKETBALL, ASSISTANT			0.062	1542.13
BOY'S BASKETBALL, VARSITY			0.094	2338.06
BOY'S BASKETBALL, ASSISTANT			0.062	1542.13
VOLLEYBALL, VARSITY			0.094	2338.06
VOLLEYBALL, ASSISTANT			0.062	1542.13
WRESTLING			0.094	2338.06
WRESTLING, ASSISTANT			0.062	1542.13
SOFTBALL			0.094	2338.06
SOFTBALL ASSISTANT			0.062	1542.13
BASEBALL			0.094	2338.06
BASEBALL ASSISTANT			0.062	1542.13
BOY'S TRACK			0.044	1094.41
GIRL'S TRACK			0.044	1094.41
CROSS COUNTRY			0.02	497.46
BOY'S GOLF			0.02	497.46
GIRL'S GOLF			0.02	497.46
BOY'S BOWLING			0.02	497.46
GIRL'S BOWLING			0.02	497.46
MS GIRL'S BASKETBALL			0.044	1094.41
MS BOY'S BASKETBALL			0.044	1094.41
MS WRESTLING			0.044	1094.41
MS FOOTBALL			0.044	1094.41
MS SOFTBALL			0.044	1094.41
MS BASEBALL			0.044	1094.41
MS BOY'S/GIRL'S TRACK			0.044	1094.41
MS VOLLEYBALL			0.044	1094.41
EXTRA DUTY ASSIGNMENTS				
CHEERLEADING SPONSOR			0.028	696.44
BAND			0.062	1542.13
PLAYS (ONE)			0.03	746.19
SPEECH			0.044	1094.41
YEARBOOK			0.039	970.05
DRILL TEAM			0.039	970.05
ATHLETIC DIRECTOR			0.094	2338.06
MS SPEECH			0.022	547.21
2 JR CLASS SPONSOR (EACH)			0.044	1094.41
2 SR CLASS SPONSOR (EACH)			0.044	1094.41
ACTIVITY DIRECTOR			0.116	2885.27
MS CHEERLEADING SPONSOR			0.02	497.46

EXTRA DUTY ASSIGNMENTS	CONT.		PERCENT	SALARY
MS CHOIR			0.02	497.46
HS CHOIR			0.02	497.46
NHS			0.01	248.73
WEIGHTLIFTING			0.02	497.46
ACADEMIC TEAM ADVISOR			0.02	497.46
ORCHESTRA			0.03	746.19
STUDENT COUNCIL			0.038	945.17
MS STUDENT COUNCIL			0.01	248.73
SPECIAL OLYMPIC SPONSOR			0.02	497.46
JAZZ BAND			0.03	746.19
DRIVER'S ED				3616.00

SCHEDULE III

GRIEVANCE REPORT

_____

_____
Date Filed

_____ School District Distribution of

Form _____ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

_____
Name of Aggrieved Person

LEVEL TWO

A. Date Aggrievance Occurred:

_____

B. Section(s) of Contract in Question: _____

C. Statement of Grievance: _____

_____

_____

_____

D. Relief Sought: _____

_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor: _____

_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL THREE

A. _____ _____
Signature of Aggrieved Person — Date Received by Superintendent

B. Disposition by Superintendent of Designee: _____

_____

_____

_____

_____

_____ _____
Signature of Superintendent or Designee — Date

LEVEL FOUR

A. _____ _____
Signature of Aggrieved Person — Signature of Association President

B. _____ _____
Date Submitted to Arbitration — Date Received by Arbitrator

C. Disposition and Award of Arbitrator: _____

_____

_____

_____

_____ _____
Signature of Arbitrator — Date of Decision

SCHEDULE IV

DUES DEDUCTION AUTHORIZATION FORM

For the employer only
do not fill out

Employee Number

Date Started

CHANGES

Date	Amount
Date	Amount
Date	Amount
Date	Amount

Authorization for Payroll Deduction for Education Association Dues

First Name MI Last Name

I hereby request and authorize the Board of Education of LAMONI COMMUNITY SCHOOL as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month by me and on my behalf to the treasurer of LAMONI EDUCATION ASSOCIATION.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty day notice to my employer and to said organization.

Date: _____ Signature: _____

$_____ _____

Total Deduction Social Security Number

SCHEDULE V

To: The Lamoni School Board

From: _____

I intend to cross the salary barrier of _____.

My salary will change on September 25, 2006_____.

My salary will change on March 25, 2007 _____.

SIGNED: _____

DATE: _____

SCHEDULE VI

I hereby authorize the Lamoni Board of Education, to divide my salary among nine (9) equal installments. This request will be in effect for the _____ - _____ school year.

_____
Date

Employee Signature_____

Board Secretary Signature_____