LENOX CSD | EA 06-07

MASTER CONTRACT AGREEMENT
(2nd year of 2-year agreement)

2006-2007

LENOX COMMUNITY SCHOOL DISTRICT

AND

LENOX EDUCATION ASSOCIATION

Approved - March, 2005
Revised - April, 2006

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ARTICLE I – PREAMBLE

The Board of Directors of the Lenox Community School, hereinafter referred to as the "Board", and the Lenox Education Association, hereinafter referred to as the "Association".

The "Board" hereby recognizes the Lenox Education Association as the certified representative for all contracted certified teachers, nurses, librarians, counselors, hereinafter referred to as employees.

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

ARTICLE II – GRIEVANCE PROCEDURE

A. Any claim by an employee or the Association that there has been an alleged violation of any provision of this contractual agreement may be processed as a grievance as hereinafter provided. The Association reserves the right to participate in all levels of the grievance procedure.

B. In the event that the employee believes that there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal in a scheduled meeting within five (5) school days after the alleged violation occurred.

C. If, as a result of the informal discussion with the Building Principal, a grievance still exists, the following formal grievance procedure may be invoked by the employee or employee and Association member through the forms set forth in Appendix A, signed by the grievant, which form shall be available from the Association representative in each building.

Step 1:

The grievant shall submit to the Building Principal a copy of the written grievance form within ten (10) school days after the alleged violation occurred. Within ten (10) school days of receipt of the formal written grievance, the Building Principal shall meet with the employee or employee and Association member. The Building Principal shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant.

Step 2:

If the grievant is not satisfied with the disposition of the grievance, or if the grievance involves more than one school building, the grievance shall be submitted, in writing, to

the Superintendent, within five (5) school days of receipt of the written grievance, the Superintendent or his designee shall meet with the grievant or grievant and association member. Such meetings will be scheduled outside the grievant's working day. The Superintendent shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting shall furnish a copy thereof to the grievant.

Step 3:

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the grievance shall be submitted to arbitration before an impartial arbitrator. Such submission shall be in writing and filed with the Superintendent or his designee within ten (10) school days after the written disposition of Step 2. If the parties cannot agree as to the arbitrator within (5) five school days after the notification date that arbitration will be pursued, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having first right to remove the name shall do it within two (2) school days after receipt of the list. The other party shall have two (2) additional school days to remove one of the remaining two (2) names. The person whose name remains shall be the arbitrator.

Arbitration session involving employee staff members shall be conducted outside the employee's working day.

Both parties agree that the award of the arbitrator shall be final and binding. The Lenox Community School District and the Association shall each pay their respective preparation fees and expenses but shall share equally the fees and expenses of the arbitrator.

ARTICLE III -- HOURS OF WORK

A. Basic Day

All full time employees covered under this Contract shall work eight (8) hours per contract day including the lunch period.

The Superintendent or his designated representative may shorten the employees' work day in cases of inclement weather or other reasons deemed necessary by the Administration. On Fridays and days preceding holidays, employees may leave five (5) minutes after their responsibilities have been concluded.

There will be two-hour early dismissals (at approximately 2:00 p.m.) on the last school day prior to Thanksgiving, Christmas, and Easter (or Spring) vacations.

B. Building Hours

All full time employees will be in the building in which they have their first daily assignment at the time designated by the Building Principal. Adjustment in arrival and departure time may be made at the discretion of the building Principal or his designee.

Part-time employees' working hours will be set by the Building Principal.

C. Lunch Period

1. All teachers shall have a daily continuous duty free lunch period of 30 minutes.

2. Exceptions may be made by the Building Principal if any emergency arises.

D. Additional Activities

In addition to the basic school day, employees shall be required to attend faculty meetings and to reasonably participate in school activities beyond the basic employee's day as is required by the School Board or its designated representative.

The normal duties for employees includes a reasonable share of extra curricular, co-curricular, and supervisory activities, as determined by the Principals, Superintendent or Board of Education.

E. Preparation Time

Classroom employees shall in addition to their lunch period have preparation that will be no less than 200 minutes per 5 day work week. This period shall not include the 30 minutes prior to the start of the student school day or the 30 minutes after student dismissal.

ARTICLE IV -- WORK YEAR

A. School Calendar

The Board of Education shall prior to May 1 of each school year, establish the number of school days and employee duty days for the next school year and the employee shall perform services on those days as determined by the Board. The number of days shall not exceed 192 contractual days including 7 inservice days and 5 holidays. All employees are to work all inservice/work days including the first day of the school calendar. One of the inservice days will be used as a work day at the end of first semester. Said work day can be spent in-district or may be completed out-of-district per administration approval. The Board retains the right to make adjustments in the school calendar and to include those legal holidays on which the Board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

B. Holidays

All employees shall be entitled to the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

C. Vacations

All employees shall receive the following unpaid vacation periods:

1. Thanksgiving Vacation - one (1) week day in addition to Thanksgiving Day
2. Christmas Vacation - five (5) days in addition to Christmas and New Years Day
3. Spring Vacation - two (2) week days

Employees shall not be required to perform classroom duties on any of the above holidays and/or vacation periods except the Instrumental Music Teacher whose compensation for Memorial Day and Labor Day is included as part of the extra curricular schedule.

ARTICLE V -- SICK LEAVE

A. Personal Illness

1. Full Time Personnel

Employees are granted leave of absence for medically related disability with full pay at the rate of fifteen (15) days per year of employment.

Leave amounts shall apply to consecutive years of employment in the Lenox Community School District and unused portions shall be cumulative to a maximum of ninety-five (95) days. The School Board shall, in each instance, require evidence as it may desire confirming the necessity for such leave of absence.

Employees are required at the end of each school year to audit and sign the annual sick leave report kept by the Board Secretary.

Upon retirement, an employee age 55 or over with a minimum of fifteen (15) years of continuous service to the district, will be reimbursed at one-half (1/2) the current substitute rate of pay for each of their unused sick leave days. An approved leave of absence will not be considered an interruption of continuous service for the purpose of reimbursing unused sick leave.

2. Part Time Personnel

a. Part time employees will accrue current days of sick leave in direct proportion to the amount of time employed.

b. Part time employees will accumulate sick leave in the same manner as full time employees with the same limits and policies applying.

B. Family Illness

An employee may be granted six (6) leave days for family illness, which includes spouse, child, step-child, son-in-law, daughter-in-law, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, step-grandchild, cousin, ex-spouse, significant other, niece, nephew, or any legally/financially dependent person living in the employee's home. These days will be deducted from the employee's sick leave. <u>Family illness days do not accumulate.</u>

ARTICLE VI -- OTHER LEAVES OF ABSENCE

A. Personal Leave

Each employee shall have two (2) days to be used for the employee's personal affairs without loss of pay. Such personal days shall be credited to the employee as of the first official work day of the school year. Employees may carry over no more than one (1) unused, compensated personal day. In any year, an additional personal day will be available to the teaching staff, but the teacher will pay the cost of the substitute. For 2006-07, $85.00 will be deducted from the teacher's paycheck if this additional cost-of-sub personal day is used by the teacher.

An employee planning to use a personal leave day or days shall notify his/her principal three (3) work days in advance, if possible. The employee shall not be required to give a reason for the use of a personal leave day.

The Superintendent may deny leave if more than three (3) employees request leave on the same day.

Leave will not be granted the first five (5) days of the school year or the last five (5) days of the school year without approval of the Superintendent.

B. Bereavement Leave

In the case of the death of the wife, husband, child, step-child, son-in-law, daughter-in-law, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, or step-grandchild of the employee, the employee shall be granted permission to be absent from duty by the Superintendent for as many days, not to exceed five days per contract year, as may be necessary at the discretion of the Superintendent, for attendance at the funeral and for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

In the event the employee has an additional death of another above named relative, additional days may be granted at the substitute cost per day.

C. Emergency Leave

Employees may be granted two (2) days leave with pay per year to attend funerals. These two days may also be used as leave for serious illness in immediate family or other emergencies with approval of the Superintendent.

D. Leave: Non-Cumulative

All leaves are granted on a year to year basis and are not cumulative, other than personal (sick) leave and the one (1) carry-over personal day.

E. Professional Purposes

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. If any employee wishes to be absent from duty for a brief period to attend a professional meeting or visit schools, request for the aforesaid approval of such absence should be requested at least one week prior to the first day of absences.

If the Superintendent deems such meeting is of benefit to the District, registration fees and lodging, if needed, for such clinics or conferences will be paid in full or in part by the District and such shall be understood before said employee attends said conference or clinic.

F. Absence Without Pay (Short Term)

Absence without pay may be authorized by the Superintendent for purposes which he considers urgent and necessary. For such absences, deductions from the employee's salary will be made in accordance with the School District's pay deduction regulations.

The employee shall make application for authorization at least five days in advance of the absence, or if advance application is not possible, not later than 24 hours after the absence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.

Involuntary absence not previously provided for may be excused. The employee must make application in writing immediately following the absence stating the reason for such absence. The regular deduction in salary shall be made unless such deduction is specifically waived by the Superintendent.

Other absences than those herein provided for, or failure to follow the foregoing regulations, may be deemed to be neglect of duty and may be sufficient grounds for dismissal.

G. Extended Unpaid Leave

Unpaid extended leaves may also be granted by the Lenox Board. The employee shall make application for authorization at leave five (5) days prior to next regular board

meeting. If approved, the employee will be permitted to return to a position for which certified at the time the leave was approved unless approval was given with the understanding that the employee would be subject to possible staff reduction the following year.

Insurance benefits will continue to be available for the employee while on unpaid leave. The entire premium will, however, be the employee's expense.

The employee will experience no loss of step on the salary schedule or benefits but no credit will be given for the time on leave. An employee on leave must notify the Board of intended return no later than March 1.

H. Association Leave

Up to two faculty representatives designated by the Association shall be granted two (2) days leave per year to attend the ISEA Delegate Assembly. The Association will reimburse the Board for the cost of substitute teachers during said absence.

ARTICLE VII – WAGES AND SALARIES

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

B. Placement on Schedule

1. Hours on the Salary Schedule are to be semester hours.

2. A year of teaching experience means actual teaching experience in a State approved school.

3. Experienced employees new to the System may be allowed up to the 10th Step on the Salary Schedule with each step representing an actual year of teaching experience.

C. Advancement on Schedule (Horizontal)

1. Employees eligible for horizontal advancement on the Schedule shall present evidence for such advancement at the earliest possible date, and not later than the 15th of September of the year to which the advancement would apply.

2. When advancing horizontally on the schedule, the employee will move to the new position on the schedule plus the regular increment entitlement.

3. Credits beyond the Bachelor's degree must be earned in an institution granting undergraduate or graduate credit. All hours beyond a Bachelor's degree must meet the following conditions:

   a. Be graduate hours (for first 15 beyond Bachelor's) **OR**

   b. Be undergraduate or graduate hours that are required for a further certification or endorsement necessary to meet District needs and/or to meet federal or state mandates (must have written prior approval of the Superintendent via Appendix B) **OR**

   c. Be graduate hours in an approved program leading to a Master's degree.

4. For advancement to the Salary Lane designed as M.A.+15,

   a. All hours must be earned in an institution granting graduate credit.

   b. All hours must be graduate hours.

   c. 1. Courses/credits must be on an approved program leading to the granting of an additional Masters Degree (Ed.S., Ed.D., or Ph.D.) **OR**

      2. Credits not leading toward one of the above degrees must be directly related to the subject being taught by the teacher as determined <u>in advance</u> by the Superintendent. (See Appendix B)

5. Credits will not be given toward horizontal advancement on schedule for courses taken more than once. (even if slightly different title and/or content or different university) When in doubt, see Superintendent in advance. If course descriptions are not available it may be necessary to contact the appropriate colleges or universities.

D. Advancement on Schedule (Vertical)

Employees contracted for less than 50% time will be allowed to move on step. In the event that a full-time position that the individual is qualified for becomes available and the individual is hired for said position, his/her years of experience will be multiplied by his/her job percentage to determine what step they will be awarded. This provision does not affect a teacher who also works in another school district when the total of the

two districts equal full-time.

E. Longevity Pay

1. After completing 3 years on the final step of each educational lane on Salary Schedule A, teachers will receive a $500 career increment. He or she will continue to receive this $500 each successive year until such time as they move to another educational lane or to a new step, if added, or they qualify for the next level of longevity pay.

2. After completing 6 years on the final step of each educational lane on Salary Schedule A, teachers will receive a $800 career increment. He or she will continue to receive this $800 each successive year until such time as they move to another educational lane or to a new step, if added.

F. Extra Curricular Assignments

The salary of each employee covered by the Special Job Stipends and the Athletic Salary is set forth in Schedule B.

G. Dues Deduction

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 professional dues. No dues deduction authorization will be accepted after September 1.

Regular Deduction -- Pursuant to a deduction authorization, the Board shall deduct 1/20 of total dues from the regular salary check of the employee each month for 10 months beginning in September and ending in June.

Duration -- Such authorization shall continue in effect from year to year but may be revoked at any time in writing by a 30 day notice to the Board and to the Association.

Transmission of Dues -- The board shall transmit to the Association the total monthly deduction for professional dues within 10 school days following each pay period on the month, and, if requested, a listing of the employees for whom the deduction was made.

In the event a member has no paycheck the Board shall not be responsible for collection of dues for the missed pay period. The Board shall have no responsibility to collect dues that may be owing when an employee leaves the employment of the Board prior to the full payment of his or her annual dues.

The Association shall certify to the Board each year the amount of its lawful dues to be

deducted and a list of employees who have authorized such deduction. Such certificate shall be amended in writing, delivered to the Board, as a change occurs in the amount of dues or persons authorizing deductions.

The Association will indemnify and hold the Board harmless from any liability resulting from or arising out of the Board's compliance with this article or acting in reliance on such certification furnished by the Association.

ARTICLE VIII – HEALTH INSURANCE

Each full time employee will be allowed a maximum of $511.98 per month toward the cost of the district's group health insurance plan. If the monthly health insurance premium is less than $511.98, then the remaining balance will be applied to a tax sheltered annuity ($37.50 in 2006-07). If the health insurance premium is more than $511.98 per month, the employee will pay any additional costs for the plan they choose. Certified employees covered by a spouse's group health plan, retired military, or eligible for Medicare benefits will be allowed to waive coverage and receive $250 per month towards a tax sheltered annuity.

Part-time employees will have their insurance benefits prorated accordingly.

Health insurance plans are to be selected by a committee representing all school employees. The committee and the insurance carrier will be chosen by the Board.

ARTICLE IX -- EMPLOYEE'S SPOUSES PRIVILEGES

Employee's spouses shall have free admission to all school functions to which the employee receives free admission. This privilege does not include the employees children.

ARTICLE X – HEALTH PROVISION

A. Physical Examination

All employees are required to get a physical examination at the time of hire. The physical forms shall be furnished by the school district. The employee must submit the

EOB (Explanation of Benefits) from their health insurance provider showing the employee's share of the cost. The Board will reimburse the employee their share of the cost up to the maximum allowed amount of $45.00. Any other expenses of the examination will be at the employee's expense.

B. Smoking Area

There will be one designated smoking area for school employees at each attendance center. This area will be designated by the administration after consultation with the Association and other employees.

ARTICLE XI -- PROCEDURE FOR EVALUATION

A. The evaluator or the evaluator's designated representative, either during preschool orientation or within four weeks after the employee's duties officially commence shall acquaint the employees with the formal evaluation procedures used.

B. Formal Observations: At least three formal observations will be conducted each year for each probationary teacher as defined in the Iowa Code (the first three consecutive years of employment) in the Lenox Community School District, however if the teacher has successfully completed a probationary period in another school district in Iowa, then the probationary period in the Lenox Community School District will be for the first year only. For probationary teachers, two formal observations must be held prior to the required summative evaluation conference (to be completed by April 30). Non-probationary employees will be formally evaluated at least once every three years. **Prior to any formal evaluation, the teacher will be provided with a pre-observation form to complete and return to the evaluator before any observation occurs. Following any formal observation, a post-observation conference will be held with the teacher.** The employee shall sign the evaluator's copy of his/her formal evaluation. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material. **The employee will have the right to submit an explanation or other written statement of response to any formal evaluation.**

C. A copy of the formal written summative evaluation shall be given to the employee. The evaluator will hold a personal conference with the employee regarding the summative evaluation. The employee shall sign the evaluator's copy of his/her formal evaluation. The employee's signature on the evaluation form shall be understood to indicated his or her awareness of the material but in no instances shall said signature be interpreted to

mean agreement with the content of the material. **The employee will have the right to submit an explanation or other written statement of response to any formal evaluation.**

D. Informal classroom visits by the Superintendent or his or her designee may occur at any time. If an informal classroom observation becomes evaluative, the employee shall be notified in writing within three (3) working days. Within six (6) working days a conference will be held and the employee will have the right to submit an explanation or other written statement of response.

E. An employee who has been evaluated has the right to grieve such evaluation on the grounds that the specified evaluation procedures were not followed.

F. The career teacher shall develop an individual teacher career development plan by November 15 of the school year following the conclusion of his/her previous plan. The evaluator shall consult with the teacher on the development of the individual teacher career development plan. The purpose of the plan is to promote individual and group career development. The individual plan shall be based, at minimum, on the needs of the teacher, the Iowa teaching standards, and the student achievement goals of the attendance center and the school district as outlined in the comprehensive school improvement plan.

G. The teacher's evaluator shall annually meet with the teacher to review progress in meeting the goals in the teacher's individual plan. The teacher shall present to the evaluator evidence of progress. The purpose of the meeting shall be to review the teacher's progress in meeting career development goals in the plan and to review collaborative work with other staff on student achievement goals and to modify as necessary the teacher's and the school district's needs and the individual's progress in meeting the goals in the plan. The teacher's evaluator shall review, modify, or accept modifications made to the teacher's individual plan.

H. If an evaluator determines, at any time, as a result of a teacher's performance that the teacher is not meeting district expectations under Iowa teaching standards specified in section 284.3 subsection 1, paragraphs "1" through "g", the criteria for the Iowa teaching standards developed by the department in accordance with section 256.9, subsection 50, and any other standards or criteria established in the collective bargaining agreement, the evaluator shall at the direction of the teacher's supervisor, recommend to the district that the teacher participate in an intensive assistance program and its implementation are not subject to negotiations or grievance procedures established pursuant to Chapter 20.

ARTICLE XII -- STAFF REDUCTION PROCEDURES

The Board shall have the right to determine when it is necessary to have a reduction of staff. Attrition will be used when possible.

If reduction in staff cannot be accomplished by attrition, the Administration shall determine which employee(s) is(are) to be recommended for termination according to the needs of the School District. Those needs shall include but not be limited to, nor establish the order of priority of the following factors -- employee evaluation(s), teaching experience in the Lenox Community School District, breadth of certification endorsements and depth of educational preparation. The Superintendent shall provide written notice to the Lenox Education Association and to the effected employee(s) of such proposed staff reduction no later than April 1.

The Board of Education shall make a decision as to who to terminate no later than May 31 if no hearing is requested. Employees shall receive written notification immediately of their termination by the Board.

Any employee terminated by the Board pursuant to this section shall have recall privileges to a position for which certified at the time of the vote to terminate for two (2) years from effective date of his/her termination provided, however, that he/she specifically requests, in writing, that he/she desires to be recalled to Lenox School District's system. Such written request shall be filed with the Superintendent of Schools within ten (10) school days after notification to employee of said termination.

Should the personnel designated by the Board of Education for termination fail to give written notice requesting recall rights within ten (10) days, the Board shall provide for termination under 279.15 of the Code of Iowa (Notice of Term. - Request for Hearing).

The Board of Education's decision as to those persons designated for staff reduction shall be final and not subject to the grievance procedure contained within this contractual agreement.

Any employee wishing to exercise his/her recall privileges shall keep the School informed of his/her current address by informing the Superintendent of Schools, in writing, of such changes in said employee's address.

Should more than one employee have recall rights at the same time a position becomes available, the administration and the Board of Education shall determine which of the employees to reemploy according to the needs of the district as mentioned above.

An employee who is recalled for a position after having been terminated under provisions of staff reduction shall be placed on the salary schedule one step above that of the contract year in which

said employee was terminated providing all other contracted employees moved on the salary schedule. If the employee is at the maximum in his/her lane, he/she shall be reinstated at that level, with all accrued benefits and seniority.

ARTICLE XIII -- TRANSFERS

Employees requesting transfer from one building to the other or to change assignments within a building are to be made as follows

A. Requests for Transfer -- All requests for transfer for the following year or any time a vacancy exists should be in writing in the form of a letter sent to the Superintendent or his designated representative no later than April 15 of the current school year or within ten days after the vacancy notice is posted. This letter should contain specific reasons for the request for transfer.

B. Time Limitations -- Request for transfer must be made each year.

C. Transfers shall be made when they are deemed necessary by the Administration but shall not be made for arbitrary and capricious reasons.

ARTICLE XIV -- PHASE FUNDS

Phase I and Phase II funds shall be integrated into the current Salary Schedule for 2006-07.

The Salary Schedule for the 2006-07 school year includes funds made available to the District by House File 499 under Phase I and Phase II of the Educational Excellence funds. In the event such legislation is repealed or the funding of the minimum salary supplement is reduced, those provisions of the schedule funded by legislation shall be reduced by the amount of such reduction.

The salary schedule would revert back to the generator multiplier as listed on Salary Schedule A.

ARTICLE XV -- ADDITIONAL FUNDS

Should additional funds be made available to Lenox Community School District by the Legislature of the State of Iowa for the 2006-07 school year, negotiations would re-open on Salary Schedules A & B only, with full rights of arbitration by both parties.

State dollars will be used to supplement the pay of full-time teachers receiving less than the state minimum salary.

2006-07 SALARY SCHEDULE A
$24,290 Base

STEP	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15
Base	24,290				
1	25,262	26,233	26,719	27,691	28,662
	1.04	1.08	1.10	1.14	1.18
2	25,747	26,719	27,205	28,176	29,148
	1.06	1.10	1.12	1.16	1.20
3	26,233	27,205	27,691	28,662	29,634
	1.08	1.12	1.14	1.18	1.22
4	27,205	28,176	28,662	29,634	30,605
	1.12	1.16	1.18	1.22	1.26
5	28,176	29,148	29,634	30,605	31,577
	1.16	1.20	1.22	1.26	1.30
6	29,148	30,120	30,605	31,577	32,549
	1.20	1.24	1.26	1.30	1.34
7	30,120	31,091	31,577	32,549	33,520
	1.24	1.28	1.30	1.34	1.38
8	31,091	32,063	32,549	33,520	34,492
	1.28	1.32	1.34	1.38	1.42
9	32,063	33,034	33,520	34,492	35,463
	1.32	1.36	1.38	1.42	1.46
10	33,034	34,006	34,492	35,463	36,435
	1.36	1.40	1.42	1.46	1.50
11	34,006	34,978	35,463	36,435	37,407
	1.40	1.44	1.46	1.50	1.54
12	34,978	35,949	36,435	37,407	38,378
	1.44	1.48	1.50	1.54	1.58
13		36,921	37,407	38,378	39,350
		1.52	1.54	1.58	1.62
14		37,892	38,378	39,350	40,321
		1.56	1.58	1.62	1.66
15				40,321	41,293
				1.66	1.70
16				41,293	42,265
				1.70	1.74

$500 Career Increment after three (3) years on Final Step/Cell
$800 Career Increment after six (6) years on Final Step/Cell

SPECIAL JOB STIPENDS AND THE ATHLETIC SALARY SCHEDULE B
(STIPENDS ARE MULTIPLIED BY MULTIPLIER BASE OF $22,250)

To add .5% above schedule for coaches and sponsors after 5 consecutive years in same sport or activity and in the same position (grand-fathered in) applicable to years only, not dollars, with dollars prorated if shared position.

To add another .5% above schedule for coaches and sponsors after 10 consecutive years.

I. HIGH SCHOOL ATHLETICS

	Position	Head Coach	Assistant Coach	Second Assist.
A.	Football	11.5%	7.0%	7.0% +
B.	Basketball (boys)	11.5%	7.5%	
C.	Basketball (girls)	11.5%	7.5%	
D.	Wrestling	11.5%	7.5%	
E.	Track (boys)	9.0%	5.0% *	
F.	Track (girls)	9.0%	5.0% *	
G.	Golf (boys)	5.0%		
H.	Golf (girls)	5.0%		
I.	Volleyball	11.5%	6.5%	
J.	Softball (girls)	11.5% #	6.5% *	
K.	Baseball (boys)	11.5% #	6.0% *	
L.	Cross Country (girls & boys)	7.0% @		

II. JUNIOR HIGH ATHLETICS (See Note Below)

A.	Football	5.0%	4.0%	3.5%**
B.	Basketball (boys)	5.0%	4.0% *	
C.	Basketball (girls)	6.0%	3.5% *	
D.	Wrestling	5.0%	4.0% *	
E.	Track (boys)	5.0%	4.0% *	
F.	Track (girls)	5.0%	4.0% *	
G.	Volleyball	5.0%	4.0% *	

\# Bus Driving required if licensed (3% deduction if not licensed and not driving)

* Assistant will be provided (if available) whenever the number of projected and later confirmed students in the sport is <u>15 or more.</u>

\+ Assistant will be provided (if available) whenever the number of projected and later confirmed students in the sport is <u>20 or more.</u>

** If needed and approved by the Board of Education

@ Minimum of six girls and six boys must sign up by May 1 of prior year.

NOTE : Coaches that are driving buses will be paid the extra trip driving rate when driving a bus to and from events when not already on paid time.

III. EXTRA DUTY

A.	Annual Supervisor	8.50%	
B.	Instrumental Music	17.00%	
C.	Cheerleader Sponsor (H.S. & J.H.)	4.00%	(1.33 ea. for FB,BB,WR)
D.	Elementary Vocal Music (2 Programs)	2.25%	
E.	Vocal Music Director	8.00%	
F.	Elementary Art Fair/Art Club	3.00%	
G.	Junior Class Sponsor	4.00%	
H.	Senior Class Sponsor	2.00%	
I.	7-12 Student Council Sponsor	3.00%	
J.	Head Concessionaire	6.00%	
K.	Speech and Plays		
	1. Speech Director	5.00%	
	2. Play Director (1 play)	4.00%	
	3. Elementary Writing/Speech Coach	1.25%	
	4. Musical Vocal Director	4.00%	(Year of Musical)
L.	Emergency Medical Post Sponsor	1.25%	
M.	Ticket Sellers		
	1. H.S. Athletic Events	$18.00	
	2. J.H. Athletic Events	$10.00	
	3. Non-Athletic Events (concerts, etc.)	$7.00	
N.	Each Pep Bus Trip	$10.00	
O.	History Contest Coach	3.00%	
P.	Elem. Math Contest Coach	2.00%	
Q.	Weight Lifting Supervisor	3.00%	
R.	Elem. Student Council Sponsor	2.00%	

Pride of Iowa Conference activities that require contracted employee participation beyond the contract day shall be reimbursed at $20 per hour. Compensation will not be provided if that contracted employee is already compensated for that activity elsewhere in this contract.

Use of private car as a means of transportation
in the performance of a school duty ---------- .30/mile

ARTICLE XVI – COMPLIANCE AND DURATION CLAUSES

This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

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

Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation or either of both of the parties at the time that they negotiated or signed this Agreement. Both parties, by mutual agreement, may modify and amend said Agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written is binding.

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

This Agreement shall be effective the first day of July, 2006 and shall continue in effect through June 30, 2007, subject to re-opening negotiations on the following items only: base salary schedule, health insurance including medical, hospital, and major medical, special job stipends, and athletic salary schedule.

Both Parties agree the first negotiation session to re-open the above items shall be prior to December 15, 2006.

Renee M. Levi
Association President

Beverly A Kinker
School Board President

Marty Riley
Chief Negotiator, Assoc.

Chris Christensen
Chief Negotiator, School Board

APPENDIX A
GRIEVANCE REPORT
(Supplement to Article II)

Number_____ Date Filed_____

LENOX COMMUNITY SCHOOL DISTRICT

_____Building

_____
Name of Aggrieved Person

DISTRIBUTION OF FORM:
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

STEP I

A. Date alleged violation Occurred _____

B. Section(s) of Contract alleged to be violated _____

_____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____

_____ _____
Date Signature of Griever

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____ _____
Date Signature of Principal or Immediate Supervisor

STEP II

A. _____ _____
Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

_____

_____

_____ _____
Date Signature of Superintendent or Designee

STEP III

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

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

C. Disposition and Award of Arbitrator _____

_____

_____

_____

_____ _____
Date of Decision Signature of Arbitrator

APPENDIX B

REQUEST TO TAKE A COLLEGE CREDIT COURSE THAT WILL NOT LEAD TO AN ADVANCED DEGREE BUT WILL BE DIRECTLY RELATED TO A SUBJECT THAT I CURRENTLY TEACH OR HAVE BEEN ASKED TO TEACH

I am requesting that the following course(s) be credited toward advancement to the BA+30 or the MA+15 columns on Schedule A as provided under Article VII, Section III, C and D of the current Master Contract.

_____	_____
Signature of Applicant	Date
_____	_____
Superintendent	Date

Reason, if denied:

LETTER OF UNDERSTANDING

The **Lenox Education Association** and the **Lenox Community School District** agree to continue the Medical Leave Bank for another two-year period -- the 2005-06 and 2006-07 contract years. This Letter of Understanding shall expire at the end of the 2006-07 contract year unless renewed by the parties. The parties reserve the right to revise the terms of this letter at the end of the 2006-07 contract year. The terms of the agreement are as follows:

Employees who have accrued the maximum number of cumulative sick days (95), may opt to donate up to five (5) days into a certificated employee medical leave bank. Donating days to the medical leave bank shall be on a voluntary basis. A list of certificated employee names donating days to this bank shall be given to the board secretary prior to the first day with students. When a total of ten (10) days have been donated by the certificated employees to the medical leave bank, no further days shall be accepted for the bank. The total number of days available in the medical leave bank per school year shall be ten (10) days. Such a bank may be accessed by certificated employees who have exhausted their own medical, personal, and emergency leave. An individual employee may access the medical leave bank for a maximum of five (5) days per school year. Conditions and processes for accessing the medical leave bank are as follows:

a. The employee shall submit a written request to utilize medical leave bank days.
b. A written report shall be submitted from a medical professional as to the continued need for such medical leave.
c. A team consisting of one teacher from each building (volunteers or appointed by the building principals), both building principals, and the superintendent must agree by simple majority that the request is legitimate and reasonable.
d. A majority of the board of directors must approve or deny the recommendation from the team.
e. This Medical Leave Bank is not a part of the collective bargaining agreement directly or indirectly and is therefore not subject to grievance, mediation, or arbitration.

This letter of understanding is agreed to on this 23rd day of March, 2005.

Marty Riley
Lenox Education Association Representative

Chris Christian
Lenox Board of Directors' Representative

LETTER OF UNDERSTANDING
June 22, 2006

SUBJECT: Additional compensation for state-mandated additional professional development day

The Lenox Education Association and the Lenox Community School District's Board of Education hereby enter into the following agreement:

1. Eligible teachers will receive pay for the added professional development day based upon their average per diem contract salary.
2. "Eligible teacher" is defined as any certified employee currently under contract as a teacher as stipulated in the mastercontract.
3. The perdiem pay is based solely on the teacher's compensation for teaching duties; it does not include any payment for extracurricular duties, quasi-administrative duties, or extra duty assignments.
4. The amount of compensation will be pro-rated for those teachers who are less than full time employees and will be based on the length of his or her day.
5. This agreement is in effect for one year only, the 2006-2007 school year. If this mandated day continues in effect, a new agreement will be drawn up.

Marty Riley
Chief Negotiator, Lenox Education Assoc.

7-13-06
Date

Board Representative

7-17-06
Date

LETTER OF UNDERSTANDING
JUNE 22, 2006

SUBJECT: Additional compensation for HF 816 Student Achievement and Teacher Quality Program

The Lenox Education Association and the Lenox Community School District's Board of Education hereby enter into the following agreement:

1. First and second year teachers (as mandated by law) will be compensated at least $25,500.
2. Third year teachers (as mandated by law) will be compensated at least $26,500.
3. Fourth year teachers (as mandated by law) will be compensated at least $27,500.
4. The remaining eligible teachers will each receive an equal proportion of the additional professional development funding via HF 816.
5. The amount of compensation will be pro-rated for those teachers who are less than full time employees.
6. This agreement is in effect for one year only, the 2006-2007 school year. If these additional funds continue in effect, a new agreement will be drawn up.

Marty Biley
Chief Negotiator, Lenox Education Assoc.

7-13-06
Date

Board Representative

7-17-06
Date