Lewis Central CSD Lewis Central EA 7/1/2006 6/30/2007

LEWIS CENTRAL CSD/EA 06-07

Master Contract

Between

Lewis Central Community School District

And

Lewis Central Education Association

School Years
2006-07

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ARTICLE I

Evaluation Procedure

A. The responsibility for determining the efficiency and effectiveness of the employee is one of the primary obligations of management, within its larger public duties to insure the optimum efficiency of the educational enterprise.

B. The administrator(s) or their designee(s) shall perform the evaluation(s).

C. All probationary employees, which shall include beginning and new employees, shall have a minimum of two (2) formatives and one (1) summative evaluation each year. Non-probationary employees in the traditional path shall receive a minimum of one (1) formative evaluation each year and at least one (1) summative evaluation every fourth year. Non-probationary employees in the professional and leadership paths shall receive formative and summative evaluations as deemed practical and necessary by the administrator(s) or their designee(s).

D. The evaluator or the evaluator's designated representative, either during preschool orientation or within three weeks after the employee's duties officially commence, shall acquaint employees with this Article and the formal evaluation procedures to be used.

E. Employees who serve more than one administrative center will be evaluated by each center's administrator for whatever portion of the employee's assignment is at that center.

F. All evaluations described in C and E above will include the following provisions:

1. The evaluation(s) of the employee will include a personal conference between the employee and the evaluator within twenty (20) working days of completing classroom visitations. The employee will be given a brief written or oral summary of each classroom visitation within five days of the visitation or a mutually agreed upon time.

2. The employee shall have the right to submit a written response to any written evaluation he/she may disagree with and file copies with the principal and/or superintendent within five (5) working days of the evaluation conference. The written response will be attached to the file copy of the evaluation.

3. The employee will be given the opportunity to sign and receive a copy of any written information, comments, or evaluations to be placed in the employee's file. Such signatures shall indicate the employee's awareness of the content but will not necessarily mean agreement with the information, comments, or evaluations.

G. Any comments which may later be placed in the employee's file in addition to those described in F above must be communicated to the employee in writing within ten (10) working days of the occurrence giving rise to the comments. The employee shall have the right to submit a written response to such comments within five (5) working days of receiving them. The written response will be included with the comments if placed in the permanent file.

H. The evaluation procedure herein is but a single method of employee evaluation, and nothing in these procedures is to be construed as precluding evaluation of employees by other appropriate means.

I. Due Process Any non-probationary employee who receives two or more "DOES NOT MEET DISTRICT STANDARDS" on his/her summative evaluation may grieve the elements of the evaluation which have not met district standards at the time the summative evaluation causes adverse action on employment status or level of compensation.

ARTICLE II

Grievance Procedure

A. Definitions

1. Grievance. A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Aggrieved Person. An "aggrieved person" is the person or persons or the Association filing the grievance.

3. Party in Interest. A "party in interest" is the person or persons filing the grievance and any person, including the Association or Board, who might be required to take action, or against whom action might be taken in order to resolve the grievance.

4. The term "days", when used in this contract shall mean working days throughout the year (12 months), except where otherwise indicated, excluding weekends, holidays, and school vacation days. Summer months shall not be considered vacation days.

5. A grievance representative is the person or persons chosen to represent the aggrieved party at any level of the procedure.

B. Procedures.

Level One (Informal)

1. An employee or group of employees with a grievance will first discuss it with his/her principal, either individually or with a grievance representative present, with the objective of resolving the matter informally. The principal shall be informed of the event giving rise to the grievance and the principal shall meet with the employee within five (5) days of being informed of such event.

2. Initiation of action on any grievance must begin not later than ten (10) school days after the event which is in question. Grievances may be filed any time concerning matters where violations, misinterpretations, or misapplications are continuous or ongoing.

3. All discussions and decisions in Level One shall be restricted to the parties in interest and their representatives.

Level Two (Formal)

1. If, after the informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure by filing a written grievance with the immediate supervisor within five (5) days. The grievance form shall be available from the Association and shall be signed by the aggrieved person. The written rationale for the appeal shall include grounds for regarding the supervisors decision as incorrect. It shall state the names of all persons officially present at the Level One proceeding.

2. The immediate supervisor shall communicate his decision in writing within five (5) days and present it to the grievant. All discussions and decisions in Level Two shall be restricted to the parties in interest and their representatives.

Level Three

1. Within five (5) days of the receipt of the decision rendered by the immediate supervisor, the aggrieved person shall have the option of appealing the decision to the superintendent. Such appeal shall include a copy of the decision being appealed and grounds for regarding the decision as incorrect. Such appeal shall be directed to the superintendent and shall be in writing.

2. The superintendent, within ten (10) days, shall meet with the aggrieved person and/or parties in interest. Disposition of the grievance shall be made in writing by the superintendent within five (5) days after the said meeting. A copy of such disposition shall be furnished to the aggrieved person and the Association.

Level Four

1. If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association may submit the grievance to arbitration.

2. If, within ten (10) days following the Level Three decision, the Association submits a notice to the superintendent of the intent to enter into arbitration, the Board and the Association shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party, subject to their availability. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days. Then the parties shall have one day alternately to remove names until only one name remains. The person whose name remains shall be the arbitrator.

3. The arbitrator, so selected, shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue the decision not later than fifteen (15) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

4. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. Miscellaneous

1. Separate Grievance File. All documents, communications, and records dealing with the processing of a grievance, except those originating with the personnel file, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings. All meetings and hearings after Level Two under this procedure shall be conducted in private, upon request, and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

3. Failure of the person deciding the grievance at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the aggrieved person at any step to appeal within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

4. Time limits at any level may be extended by mutual agreement of the parties involved. Such agreement must be in writing.

5. Any party in interest may be represented at all stages of the grievance procedure by a representative of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.

6. If the grievant first files any claim or complaint in any forum other than under the grievance procedure of this Master Contract Agreement, then the School District shall not be required to process the same claim through this grievance procedure.

ARTICLE III

Employee Hours

A. Length of the Day. All full-time employees covered under this contract shall work eight hours per contract day including a duty-free lunch period. Part-time employees' working hours will be set by the building principal.

B. Arrival and Dismissal Time

1. The beginning and ending time for the employees' eight-hour contract day shall be set by the building principal. Nothing in this Article precludes the building principal from establishing more than one beginning and ending time for one or more employees.

2. On Fridays, and on days preceding holidays and vacations, the employees' day shall end when the buses have departed from the respective buildings of the employees.

C. Lunch Period

1. All employees shall have a daily, uninterrupted, duty-free lunch period of thirty-five (35) minutes.

2. Employees may leave the school premises during their duty-free lunch period provided the building principal has been notified where the employee may be located during the period of absence.

D. Meetings

1. Employees covered by the Master Contract Agreement may be required to report before or remain after the regular work day for the purpose of attending faculty or other administratively-called meetings. Employees shall be given two days advance notice of such meetings. Such meetings shall be no more than 30 minutes outside of the normal working hours.

2. Employees may be required, without additional compensation, to attend no more than six (6) evening meetings outside the regular school day each year. Attendance at additional meetings shall be at the discretion of the employee.

E. Staff Development

1. Whenever the District schedules a full day of staff development, part-time employees will participate in the full day's program and be compensated for a full day of work.

ARTICLE IV

Seniority

A. Definition of Seniority. Seniority for the purposes of this Agreement shall be based on the date of the beginning continuous full-time employment as an employee in this school district. Part-time employees shall be considered full-time employees, for the purposes of this Article, and seniority shall accumulate on a pro rata basis. If two or more employees have the same number of years of continuous full-time employment within the district, the employee who signed his/her contract of employment first shall be considered most senior. Resolution of seniority questions left unsettled by the previous two provisions shall be determined by the drawing of lots. A probationary employee as defined in Chapter 279.19, Code of Iowa shall have no seniority until the employee has completed the probationary period. At that time the employee shall acquire seniority from the date the employee began continuous full-time employment. No matter concerning staff reduction of a probationary employee shall be subject to the grievance procedure.

B. Application of Seniority Principle.

1. Whenever this Agreement calls for the use of seniority, seniority shall govern except in the situation where the administration has determined that the qualifications of the individuals for the position or assignment in question are not relatively equal, in which case a junior employee may be given preference. In considering qualifications in this Agreement, the administration shall consider but not be limited to the needs of the district, the employee's certification, educational preparation, and experience.

2. The application of the principles set forth in (1) above shall be subject to the grievance procedures in Article II of this agreement only with respect to the question whether the administration arbitrarily or capriciously concluded that two or more employees are not equally qualified for the position or assignment in question.

C. Seniority List. Before November 1 of each school year, the Board shall provide the Association with a seniority list for all employees in the bargaining unit. Any objection to the seniority list must be filed as a grievance by an employee, alleging his/her improper ranking (or seniority date) on that list, before December 1 of the year in which the Association received the list or the list shall stand approved as provided, and the correctness of the information shall not be subject to subsequent challenge by an employee or the Association.

ARTICLE V

Staff Reduction

A. The Board shall have the right to determine when it is necessary to have a reduction in staff and shall have the right to determine which positions shall be reduced.

B. Procedures. When the Board determines a reduction in staff is necessary, the following procedures shall be followed:

1. The Board shall attempt to accomplish reduction through natural attrition within the classification where reduction is being made.

2. In the event the Board determines a reduction in staff cannot be adequately accomplished through attrition, the Board shall reduce employees within the classification where reduction is being made according to seniority within the classification being reduced as determined in Article IV of this Agreement.

3. The administration shall notify the Association of staff reduction at the time notices of recommendation to reduce are given to the affected employee(s). The written notice to the employee shall include the reasons for the proposed reduction, and, if applicable, the reason or reasons a less senior employee is not being reduced.

C. Classifications. Reduction shall be made within the following classifications.

1. Elementary classroom teachers, including Title I and Reading Consultants, grades K through 5.

2. Special area teachers, grades pre-school through 12 including:
   a. Special Education under the following conditions: If the employee in the position being reduced is not fully certified to teach in the position held by the employee within the Special Education Classification with the least seniority, as evidenced by the teacher certificate in the personnel file in the Central Office on February 1, of the year in which the reduction is taking place, then the employee in the position being reduced shall be the one reduced.
   b. Vocal Music
   c. Instrumental Music
   d. Art
   e. Physical Education
   f. Library/Media Specialist
   g. Guidance Counselors

3. Teachers in grades 6 through 12 within curricular or subject areas as indicated below:
   a. English/Language Arts
   b. Social Studies
   c. Mathematics/Computers
   d. Science
   e. Foreign Language
   f. Home Economics
   g. Industrial Arts
   h. Business Education
   i. Special programs including but not limited to Work/Study, Project Discovery, and the Independent Learning Center

4. School nurses within grade levels pre-school through twelve.

D. Recall Provisions.

1. Recall Rights. Any employee reduced pursuant to this Article, except those hired to replace an employee on leave of absence, shall have recall rights to any available position within the classification he/she held at the time of reduction for a period of twenty-seven (27) months from the date of the end of the employee's contract. Employees shall be recalled on the basis of seniority as provided in Article IV.

2. The superintendent or his designee shall be informed in writing by the affected employee of his/her interest in recall within five (5) school days of the effective date of reduction. The employee shall keep the superintendent or his designee informed of the employee's current address and phone number and shall inform the superintendent or his designee if he/she is no longer interested in recall.

3. Notice of recall to available positions shall be delivered in person or sent by certified mail, return receipt requested. The Association shall be informed of any employees notified of recall. An employee who is notified of recall prior to June 1 for the following contract year shall accept or reject the recall by certified mail within fifteen (15) calendar days from the time the notice is received. An employee who is sent notice of recall for the current school year or after June 1 for the following contract year shall accept or reject the recall by certified mail within ten (10) calendar days from the time the notice is received. The employee's response must be in writing directed to the superintendent and must be received within the above mentioned time limits. Failure to timely respond shall be deemed a rejection of recall. If the employee rejects recall, the employee shall be ineligible for any further recall rights.

4. Any employee recalled pursuant to these provisions shall have restored to him/her any fringe benefits, placement on the salary schedule, and seniority accrued at the time of reduction. Years of experience teaching (or working as a school nurse, if a nurse) in another duly accredited school during the time of layoff will also be accredited to the recalled employee.

5. Employees on recall shall be given preference in being called to substitute provided they request to be placed on the substitute list and are available. They shall be called to substitute on a rotating basis within the restrictions caused by the fact that the responsibility for calling substitutes is that of each individual principal. Reasonable efforts to coordinate the rotation shall be made by principals.

ARTICLE VI

Leaves of Absence

A. Sick Leave

1. Sick leave shall be that specifically indicated by State law as follows:

   The school district will provide sick leave as directed by State Law--ten (10) days for the first year of employment within the district, eleven (11) days for the second year, twelve (12) days for the third year, thirteen (13) days for the fourth year, fourteen (14) days for the fifth year, and fifteen (15) days thereafter to accumulate a maximum of one hundred fifty (150) days.

   Except that effective July 1, 2003, all new employees will accumulate a maximum of ninety (90) days.

   Within 7 calendar days of returning to work, the forms the district requires for the use of sick leave must be completed and submitted or the leave will be unpaid.

2. Family Illness Leave. Each employee will be allowed up to a maximum of five (5) days per year without deduction in pay for a serious illness, serious injury, surgery or hospitalization in the immediate family. The immediate family will include wife, husband, children, mother, father, father- or mother-in-law, brother or sister, or anyone living in the home of the employee. For purposes of this section, serious illness or serious injury shall be defined as an illness or injury requiring the attention of a licensed physician. Family illness days taken will be deducted from the employee's sick leave.

3. Adoption Leave. A short-term leave of absence without deduction in pay will be granted, upon approval of the Superintendent, to an employee in the event of his/her adoption of a child. Such paid adoption leave shall not exceed ten (10) days and the employee will be required to exchange one (1) sick leave day for each day of adoption leave used.

4. Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than October 1st of each school year. Failure of the employee to object to the accounting provided by the District within ten (10) calendar days of receipt of the notice shall constitute a waiver of the employee's right to grieve said accounting.

5. Extended Leave. An employee who is unable to work because of personal illness or injury and who has exhausted all of his/her accumulated sick leave shall be granted an unpaid leave of absence for the duration of the illness or injury, not to extend beyond the current school year.

B. Personal Leave. Personal leave of two (2) days will be granted, with full pay. Personal leave requests are to be made three (3) days in advance of the anticipated absences except in cases of emergency. An employee requesting the leave shall state the reasons for the leave in writing on the form provided unless the leave request is for reasons which are of a personal and intimate nature. The reason shall be stated for record keeping purposes only. Not more than three employees from each attendance center, may be granted personal leave for the same day, except in cases of emergency. Requests shall be honored on a first-come-first-served basis according to the time they are presented in writing and received in the principal's office. Personal leave may not be used on the last working day before, or the first working day after a holiday or vacation. At the end of each year employees will be reimbursed fifty ($50) for each day of unused personal leave.

C. Jury Duty. Any employee called for jury duty during school hours shall be provided such time. Any fees or remuneration the employee received during such leave shall be turned over to the Lewis Central Community Schools.

D. Bereavement. Employees will be allowed up to a maximum of seven (7) days per year without deduction in pay for a death in the employee's family. 2 additional days may be taken from employee's accumulated sick leave. For purposes of this section family shall include wife, husband, children, mother, father, brothers, sisters, sons- or daughters-in-law, fathers- or mothers-in-law, brothers- or sisters-in-law, grandmother, grandfather, grandchildren, aunts and uncles of the employee or the employee's spouse, or anyone living in the home of the employee. Whenever there are extenuating circumstances, an employee should refer to Section H (3) of this agreement

1. Approval is subject to the superintendent and his decision shall be final. The above leave may be initiated by calling the building principal or the supervisor as the situation may determine.

E. Emergency Leave. Employees will be allowed a maximum of three (3) days of emergency leave subject to the following limitations:

1. An amount equal to the cost of the substitute shall be deducted from the employee's salary for each day missed.

2. Emergency leave requests are to be made as soon as possible after the emergency occurs.

3. All requests are subject to the approval of the building principal.

F. In Addition to Sick Leave. Leave of absences taken in B, C, D, and E of Leaves of Absence shall be in addition to any sick leave to which the employee is entitled.

G. Association Leaves. Up to twelve (12) days each year shall be granted to the Association for its representatives to attend conferences, conventions and other activities of the local, state, and national affiliated organizations. The Association shall reimburse the Board for the cost of substitute teachers for absentee employees.

H. Other Leaves of Absence. The Board of Education may grant a leave of absence for a definite period of time to employees, without pay, for the following:

1. Public Office. Leave for the purpose of serving in a full-time capacity in elected or appointed office of a teacher or other educational organization. This section and item also applies to an elected political office.

2. Leave for Additional Educational Training. A leave of up to one year may be granted, upon application, for the purpose of engaging in study at an accredited college or university, such study to be related to teacher's professional responsibilities at Lewis Central. Upon return from such leave, the employee shall be placed at the same vertical position on the salary schedule for which he/she was eligible at the time the leave commenced and the salary shall be adjusted for horizontal advancement according to credit hours earned.

3. The Board, at its discretion, may grant other paid or unpaid leaves.

I. Professional Leave. Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the Employer should be filed by the employee at least five (5) days prior to the first day of anticipated 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.

J. Pregnancy. Pregnancy will be treated as an illness to be covered under the Sick Leave section of the Master Contract.

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

ARTICLE VII

Transfer Procedures

A. Voluntary Transfers.

1. Definition. The voluntary change or movement of an employee to a different attendance center.

2. Notification of Vacancies. Teacher vacancies will be posted in the faculty workroom at every attendance center when they occur and updated approximately every two weeks until the close of school.

3. Procedures.

   a. Teachers desiring to transfer are to contact the administrator at the attendance center where the position exists to obtain additional information regarding the vacancy.

   b. They must submit a written request to their building principal, with a copy to the superintendent stating the grade and/or subject in the building to which they desire to transfer.

   c. Requests for transfer for the following year shall be submitted not later than five (5) school days after posting.

   d. The administration shall give written notice containing a reason or reasons for denial of transfer to the person requesting it within five (5) working days after the decision has been made.

B. Summer Vacancies. Employees wishing to be kept informed during the summer months of specific vacancies within the district for which they are qualified shall keep on file in the District Personnel Office a written request to be notified of those vacancies. The request must include a summer address. The district will notify those employees requesting information about specific vacancies by mail during the period June 1 to July 15. The employee must submit in writing a request to be considered for the vacancy within ten (10) days from the date of mailing.

C. Involuntary Transfers.

1. Definition. The involuntary change or movement of an employee to a different attendance center.

2. Procedures.

   a. Notice of an involuntary transfer shall be given in writing to the employee.

   b. A personal conference will be held by the superintendent or superintendent's representative with the employee to be transferred.

   c. After the conference, the reason or reasons for the transfer of the employee shall be given to the employee in writing.

D. Seniority After Transfer. When an employee is voluntarily or involuntarily transferred to a different attendance center, any seniority accrued in the previous attendance center(s) shall be added to the seniority accrued in the new attendance center.

ARTICLE VIII

Vacations And Holidays

A. In-School Work Year.

1. Regular Contract. The in-school work year for employees contracted on a nine month basis shall not exceed one hundred ninety-two (192) days.

2. 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.

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

B. Holidays. The regular and extended contract of employees shall include four paid holidays. Such holidays shall include Labor Day, Thanksgiving (2), and Memorial Day. January 2 shall be a vacation day. No employee shall be required to perform duties on any of the above days.

ARTICLE IX

Insurance

A. Health, Major Medical, and Disability. The Employer agrees to provide all eligible full-time employees with either full paid single insurance protection or sixty-five (65) percent toward the cost of dependent insurance protection. The employee may choose either a $500 or $1000 deductible. The Employer contribution for employees working half time or less will be on a pro-rata basis according to the amount of time worked. The Employer will provide long term disability insurance for all employees. The District may select the carrier, however, if there is a change in carrier the total benefits for health, major medical and disability shall be equal to or better than the total benefits existing in the previous contract.

B. Dental Insurance. The Employer agrees to provide all employees eligible for medical insurance above with full paid single dental insurance protection. The Employer contribution for employees working half time or less will be on a pro-rata basis according to the amount of time worked. The minimum benefits to be provided in the dental insurance policy shall be as follows:

1. $50 deductible per calendar year.

2. 80/20% of usual and customary charges.

3. Maximum payment of $1,000 per calendar year.

4. Orthodontia coverage is only for dependent children up to age 19. The lifetime orthodontic maximum is $1000.

C. Life Insurance. The Employer shall provide a level term life insurance policy with Accidental Death and Dismemberment on the life of each eligible full-time employee at an amount equal to the employee's contracted salary rounded to the nearest thousand. Contracted salary shall include the regular salary schedule pay, extended contract pay, supplemental pay, Phase II, and Teacher Quality pay. This policy shall be an amount no less than $30,000. The employer contribution for employees working half time or less will be on a pro-rata basis according to the amount of time worked.

D. School Liability. The Employer shall provide school liability insurance for all employees, including malpractice insurance for nurses while on school duty.

E. Selection of Carriers. All insurance program carriers shall be selected by the Board. The open enrollment period shall be jointly established by the Board, the Association and the insurance carrier. If a change of carrier is being considered, the Association will be asked for recommendations and information, but such change remains the prerogative of the Board.

F. Coverage. Coverage shall be for the duration of employment except where otherwise stated in this Agreement. Employees new to the district shall be covered by the Board provided insurance, if application is made timely, on the first day of the month following, or coinciding with their first day of employment.

G. Continuation. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date if such purchase is possible under the regulations set by the carrier.

ARTICLE X

Payroll Deductions

A. Authorization. Any employee covered by the Master Contract may sign and deliver a notice to the Lewis Central Education Association and thereby authorize a payroll deduction of profession dues. Each year the Association shall provide the District Personnel Office with an authorized list of members for whom dues are to be deducted each month and the amount to be withheld for each member.

B. Regular Deduction. Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve months.

C. Pro-rated Deduction. Employees who begin dues deduction after September 15 shall have the total dues pro-rated on the basis of the remaining months of employment.

D. Transmission of Dues. The Board shall transmit to the Association the total monthly deduction for professional dues within ten school days following each regular pay period.

E. Notice to Employees. The Association will inform each of its members of the nature of authorization for payments to cover dues and the prescribed procedure for authorizing the allotment, as well as provisions and procedures for revoking an authorization.

F. Other Deductions. Upon appropriate written authorization from the employee, the employer may deduct from the salary of the employee and make remittance for any deduction covered under existing statute or provided for in District policy. Employees shall have the right to request deductions or changes in deductions a maximum of four (4) times per school year by providing written notice to the District office at least fourteen (14) days prior to the next scheduled pay period.

G. Indemnification. The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board employees, 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 this article.

ARTICLE XI

Wages and Salaries

A. Schedule. The salaries of all employees are covered by the regular salary schedule set forth and attached hereto. The base salary will increase by $875 to $25,500.

The career increment amounts on Step 0 of the salary schedule shall increase to the following amounts.

BA+24 lane	Step 12	$400
BA+36 lane	Step 14	$500
MA lane	Step 20	$500
MA+12 lane	Step 20	$600
MA+24 lane	Step 20	$700
MA+36 lane	Step 20	$800

B. Placement on Salary Schedule.

1. Adjustment on Salary Schedule. Each employee contracted to work one semester or more of the previous contract year shall be advanced one vertical step on the salary schedule. Employees not contracted for the minimum of one semester of the previous contract year shall remain on the same vertical step of the salary schedule.

2. Credit for Experience. Upon initial employment or rehire, an employee may be granted full credit for experience in a duly-accredited school. Employees with no prior experience, or with fewer than three years experience shall be placed on step 4 of the salary schedule.

3. Nurses. Nurses with less than a BA degree will be paid on the Nurse lane, the base of which will be 90% of the BA base, Step 0. Nurses with a BA degree or higher will be paid on the same lane as teachers with the equivalent education.

C. Advancement on Salary Schedule.

1. Educational Lanes. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. No employee shall move more than one vertical step per year. For an employee to advance from one educational lane to another at the beginning of the contract year, he/she shall file an intention form with the District Personnel Office no later than April 1 and submit suitable evidence of additional educational credit no later than August 15. Graduate level courses in education, or graduate level courses which pertain to the employee's field of instruction, shall qualify an employee for advancement to a higher educational lane on the salary schedule. Other courses may qualify if approved in advance, in writing by the building principal. All credits earned for advancement must be graduate credits. To advance on the salary schedule, all employees must meet the minimum requirements for recertification set by the Department of Education.

D. Method of Payment.

1. Pay Periods. Effective September 1, 2004, each employee will be paid 12 equal installments on the first working day of each month. The first payment each year shall be made on September 1 and the last payment on August 1. Employees shall receive their checks by automatic deposit or in sealed envelopes at their regular buildings during the school year or by regular mail to their residences or other designated address during the summer months.

E. Extended Contract.

1. An employee assigned duties exceeding one hundred and ninety-two days as a part of their individual contract for the regular school year shall be notified in writing as to the nature and duration of their assignment before June 1 preceding the contract year in which the days shall be worked.

2. The salary schedule is based on the regular school calendar. Any employee whose assignments exceed the regular contract work year and hours as a part of their individual contract for the regular school year, and whose assignments are not covered by the supplemental salary schedule; will be compensated on a per diem rate as follows: 1/192nd of the annual salary, and hours shall be a pro-rated portion of their per diem rate.

F. Additional Revenues. In the event that the District receives additional funds specifically allocated to improve the salaries of the employees covered by this agreement, negotiations shall be reopened for Articles XII, XIII, the Salary Schedule, and the Supplemental Pay Schedules for the High School and the Middle School in order to negotiate the method of distributing the additional funds. Additional Board costs for IPERS, FICA, Workers' Compensation Insurance, Long Term Disability Insurance, and any other Board costs caused by an increase in salaries shall be included in the additional funds.

G. Wages and Salaries. Curriculum Development: Employees whom the administrators select to participate in the process of writing and developing curriculum will be compensated at the rate of $22.50 per hour.

ARTICLE XII

Supplemental Pay

A. Extra-Curricular Activities.

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

2. Rates of Pay. Employee participation in extra-curricular activities which extend beyond the regularly-scheduled in-school day shall be compensated according to the rate of pay or other stipulations as in the Schedule which is attached hereto. Up to nine (9) years prior experience credit may be granted to employees new to the District. Employees currently on the supplemental salary schedule of the District shall be granted up to five (5) years experience credit for experience in their assigned duties. In the event an assistant coach becomes a head coach in the same sport, experience in both positions shall be used for placement on the supplemental salary schedule. All employees currently on the supplemental pay schedule shall advance one step.

ARTICLE XIII

Safety

A. Compliance: The District has the responsibility to comply with all Occupational Health and Safety laws and regulations in the maintaining a safe workplace.

B. Notification: Whenever an employee observes or otherwise becomes aware of an unsafe or hazardous condition or circumstance in the workplace, he/she has the responsibility to notify the superintendent of schools or designee immediately.

If the unsafe or hazardous condition or circumstance persists after the superintendent or designee has been notified, the employee may exercise the options available under state and federal laws and regulations.

C. Use of Reasonable Force: An employee is authorized by Section 280.21 of the Code of Iowa to use reasonable force (as defined in Section 704.1 of the Code of Iowa) for the protection of the employee, a student or several students; to obtain the possession of a weapon or other dangerous object under a student's control; or for the protection of property.

ARTICLE XIV

Duration And Signature Clause

A. Savings Clause. In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

B. Printing Agreement. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within (30) days after the Agreement is signed. The Agreement shall be given to all employees prior to the specified return date for new contracts each year. New employees shall be given a copy of this Master Contract when they receive their individual contract. The Board shall provide the Association with ten (10) full sized (8 1/2 x 11) additional copies.

C. 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 fax or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by Association, to Board at:

   1600 East South Omaha Bridge Road
   Council Bluffs, Iowa 51503

2. If by Board, to Association at:

   Maggie Bennett
   Lewis Central Education Association
   Titan Hill Intermediate School
   4125 Harry Langdon Blvd.
   Council Bluffs, Iowa 51503

D. Finality and Effect of Agreement.

1. This Agreement supersedes and cancels all previous collective bargaining agreements between the School District and the Association or any employee and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

2. Past practices shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

3. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement, except such negotiations as are necessary for succeeding collective bargaining agreements.

E. Duration Period.

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

   a. the salary figures on the teachers' and nurses' salary schedule and the supplemental salary schedules shall be effective as of the first pay period of the 2006-2007 school year and shall continue in effect until the first pay period of the 2007-2008 school year except as modified according to the following formula; and

   b. other salary and fringe benefits provisions shall become effective at the first pay period of the 2006-2007 school year and continue in effect until the first pay period of the 2007-2008 school year.

2. This Agreement shall automatically continue in force and effect for equivalent periods, except as articles are reopened for negotiation by either party during future collective bargaining.

F. Signature Clause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 12th day of May 2006.

LEWIS CENTRAL EDUCATION ASSOCIATION DISTRICT

By _____
President

By _____
Chief Negotiator

LEWIS CENTRAL COMMUNITY SCHOOL

By _____
President

By _____
Chief Negotiator

LEWIS CENTRAL COMMUNITY SCHOOL DISTRICT
2006-2007 SALARY SCHEDULE

STEP	NURSE SALARY	BA SALARY	BA+12 SALARY	BA+24 SALARY	BA+36 SALARY	MA SALARY	MA+12 SALARY	MA+24 SALARY	MA+36 SALARY
0		$25,500		$400	$500	$500	$600	$700	$800
1									
2									
3									
4	$26,622 1.044	$29,580 1.16	$31,059 1.218	$32,538 1.276		$34,017 1.334	$35,496 1.392	$36,975 1.45	$38,454 1.508
5	$27,540 1.080	$30,600 1.20	$32,130 1.260	$33,660 1.320		$35,190 1.380	$36,720 1.440	$38,250 1.50	$39,780 1.560
6	$28,458 1.116	$31,620 1.24	$33,201 1.302	$34,782 1.364		$36,363 1.426	$37,944 1.488	$39,525 1.55	$41,106 1.612
7	$29,376 1.152	$32,640 1.28	$34,272 1.344	$35,904 1.408		$37,536 1.472	$39,168 1.536	$40,800 1.60	$42,432 1.664
8	$30,294 1.188	$33,660 1.32	$35,343 1.386	$37,026 1.452		$38,709 1.518	$40,392 1.584	$42,075 1.65	$43,758 1.716
9	$31,212 1.224	$34,680 1.36	$36,414 1.428	$38,148 1.496		$39,882 1.564	$41,616 1.632	$43,350 1.70	$45,084 1.768
10	$32,130 1.260	$35,700 1.40	$37,485 1.470	$39,270 1.540		$41,055 1.610	$42,840 1.680	$44,625 1.75	$46,410 1.820
11			$38,556 1.512	$40,392 1.584		$42,228 1.656	$44,064 1.728	$45,900 1.80	$47,736 1.872
12				$41,914 1.628		$43,401 1.702	$45,288 1.776	$47,175 1.85	$49,062 1.924
13						$44,574 1.748	$46,512 1.824	$48,450 1.90	$50,388 1.976
14					$46,247 1.794	$45,997 1.794	$47,736 1.872	$49,725 1.95	$51,714 2.028
15							$48,960 1.920	$51,000 2.00	$53,040 2.080
16								$52,275 2.05	$54,366 2.132
17									$55,692 2.184
18									$57,018 2.236
19						$46,257 1.814	$49,470 1.940	$52,785 2.07	$57,528 2.256
20						$47,267 1.834	$50,580 1.960	$53,995 2.09	$58,838 2.276

Steps 4-18 refer to Article XI C. Advancement on Salary Schedule

BA+36 column is closed to those other than the teachers currently placed there.

Steps 19 and 20 are available to employees who have been placed on the previous step in that column for one year and have completed seventeen years of total teaching experience. No one can move to Step 19 and advance to a new column during the same year.

**** Starting 2005-2006 these career increment amounts will be added on the last step in each lane.**

MA - step 14 is computed using the index and adding $250, initiated in the year 2000.

LEWIS CENTRAL - SUPPLEMENTAL PAY SCHEDULE
2006-2007
(% Applied to BA Base)

SUPPLEMENTAL DUTY	4	5	6	7	8	9
High School						
Head Coaches (Baseball, Softball, Football, Basketball, Wrestling, and Volleyball)	13.5	14.0	14.5	15.0	15.5	16.0
Head Coaches (Soccer, Swimming, & Track)	12.0	12.5	13.0	13.5	14.0	14.5
Head Coaches (Cross-Country, Golf, & Tennis)	9.7	10.0	10.3	10.6	10.9	11.2
Asst. Coaches (Baseball, Softball, Football, Basketball, Wrestling, Volleyball, Soccer, & Track)	8.7	9.0	9.3	9.6	9.9	10.2
Asst. Coaches (Swimming)	7.7	8.0	8.3	8.6	8.9	9.2
Asst. Coaches (Cross-Country/Distance Running Golf & Tennis)	5.7	6.0	6.3	6.6	6.9	7.2
Dance Team Coach	7.7	8.0	8.3	8.6	8.9	9.2
Cheerleading Coach	7.7	8.0	8.3	8.6	8.9	9.2
Asst. Cheerleading Coach	5.7	6.0	6.3	6.6	6.9	7.2
Music Directors (Instrumental & Vocal)	13.5	14.0	14.5	15.0	15.5	16.0
Assistant Music Director (Instrumental & Vocal)	5.7	6.0	6.3	6.6	6.9	7.2
Asst. Music Director (Marching Band)	3.4	3.5	3.6	3.7	3.8	3.9
Yearbook Director	13.5	14.0	14.5	15.0	15.5	16.0
Newspaper Director	6.9	7.0	7.1	7.2	7.3	7.4
Speech & Debate Coaches	5	5.1	5.2	5.3	5.4	5.5
Dramatics (Play Director)	7.5	8.0	8.5	9.0	9.5	10.0
Student Council	3.9	4.0	4.1	4.2	4.3	4.4
Class Sponsors:						
Junior & Senior	2.9	3.0	3.1	3.2	3.3	3.4
Freshman, Sophomore & All Assistants	1.9	2.0	2.1	2.2	2.3	2.4
Club Sponsors	2.4	2.5	2.6	2.7	2.8	2.9
Musical Production Director	3.4	3.5	3.6	3.7	3.8	3.9
Musical Production (Speech) Assistants	2.4	2.5	2.6	2.7	2.8	2.9

LEWIS CENTRAL - SUPPLEMENTAL PAY SCHEDULE
2006-2007
(% Applied to BA Base)

SUPPLEMENTAL DUTY	4	5	6	7	8	9
Middle School						
Head Coaches (Basketball, Football, Swimming, Wrestling, Volleyball & Track)	7.9	8.0	8.1	8.2	8.3	8.4
Asst. Coaches (Football, Volleyball, Basketball, Wrestling, & Track)	6.9	7.0	7.1	7.2	7.3	7.4
Student Council	3.9	4.0	4.1	4.2	4.3	4.4
Assistant Student Council	2.6	2.7	2.8	2.9	3.0	3.1
Instrumental Music (2 positions)	7.1	7.2	7.3	7.4	7.5	7.6
Spirit Club Sponsor	3.9	4.0	4.1	4.2	4.3	4.4
Vocal Music	7.1	7.2	7.3	7.4	7.5	7.6
Intra-Mural Sponsors	3.9	4.0	4.1	4.2	4.3	4.4
Club Sponsors	2.4	2.5	2.6	2.7	2.8	2.9

APPENDIX A

GRIEVANCE FORM

_____
Number

_____
Level 2: Date Filed

_____
Level 3: Date Filed

Lewis Central Community School District

_____Building

_____
Date of Informal Step Meeting

_____
Name of Employee Making Claim

Distribution of Form:
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL ONE (Informal)

LEVEL TWO (Formal)

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____

_____ _____
Aggrieved Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

Accepted _____ Rejected _____ _____ _____

Signature of Principal or Immediate Supervisor — Date

LEVEL THREE

A. _____

Signature of Aggrieved Person + Date Signed — Date Received by Superintendent

B. Disposition by Superintendent _____

_____

_____

LEVEL FOUR

A. _____ _____

Signature of Aggrieved Person — Signature of Association President

B. _____

Date Submitted to Arbitration