LYNNVILLE-SULLY CSD/EA 06.07

Comprehensive Working Agreement

Between the

Lynnville-Sully Community School District

and the

Lynnville-Sully Education Association

2006-2007

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ARTICLE I

GRIEVANCE PROCEDURE

Section 1. Definition.

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

Section 2. Purpose.

The purpose of these procedures is to secure, at the lowest possible level, solutions to grievances.

Section 3. Rights and Limits.

a. An employee covered by this Agreement and the Association shall present grievances in accordance with these procedures. An employee has the right to adjust individual grievances without Association representation. An aggrieved person(s) must be allowed the representation of the Association after the first step if the aggrieved person(s) desires.

b. A formal grievance must be filed within thirty (30) days from the time of the occurrence of the event giving rise to the grievance.

c. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

d. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption of the instructional program of the grieving employee or of all the employees.

e. No reprisals of any kind shall be taken by the Board and/or the Administration against any participant(s) in the grievance procedure.

f. Individual employee performance evaluations are not subject to the grievance procedures whereas evaluation procedures are.

g. If the deadline for any of the time periods in this article falls on a Saturday, Sunday or holiday, the deadline will automatically be extended to the next regular week day.

Section 4.

(a) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant or his or her principal.

(b) Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, (Schedule A) and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the master contract pertaining to the grievance, and shall state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher, the Superintendent, and the Association, within fourteen (14) days after receipt of the grievance.

(c) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within fourteen (14) days of the principal's written decision at the second step a copy of the grievance with the Superintendent. Within fourteen (14) days after such written grievance is filed, the aggrieved and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within fourteen (14) days of the third step grievance meeting and communicate it in writing to the teacher, the principal, and the association.

(d) Fourth Step

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within fourteen (14) days of the third step grievance meeting, the aggrieved person may transmit the grievance to the Board within fourteen (14) days of the Superintendent's disposition (a maximum of twenty (20) days of receipt of the grievance at the third step) by filing a written copy thereof with the Secretary of the Board.

The Board, no later than its next regular meeting shall meet with the aggrieved person on the grievance. Disposition of the grievance shall be made in writing by the Board no later than fourteen (14) days after said meeting.

(e) Fifth Step

If the grievance is not resolved satisfactorily at Step 4, or if the disposition is not made within the time limits there shall be available a fifth step of impartial arbitration. If the Association determines that the grievance is meritorious it may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of Step 4 answer to enter into such arbitration. The arbitration proceeding shall be conducted by a mutually acceptable arbitrator to be selected from within the school district by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators and/or a request for a list of arbitrators shall be made to the American Arbitration Association by either party. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The parties will be bound by the rules and procedures of the American Arbitration Association. The decision of the arbitrator will be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely, and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall issue a decision within 30 days from the close of the hearing.

ARTICLE II

WAGES AND SUPPLEMENTAL PAY

A. Salary Schedule

Wages and salaries for individual contracts shall be paid according to Salary Schedule B and Supplemental Pay Schedule C.

1. Teachers entering the Lynnville-Sully School System for the first time may be granted one increment for each year of teaching experience.

2. Employees on the regular salary schedule may be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Lynnville-Sully District for one-half of the total contract days.

3. If a teacher is to advance horizontally on the salary schedule, the hours must first be approved by the Superintendent. Advance notice of such change must be given to the Superintendent through a properly certified college transcript prior to September 5, of the school year. If the transcript is not available at this time, the employee will give written documentation of the course work and will provide the transcript upon receipt.

4. Teachers whose teaching certificates expired after October 1, 1988 must complete the renewal requirements of the Department of Education in order to advance vertically on the salary schedule. Those teachers with Life Certificates or certificates that were renewed for ten (10) years prior to October 1, 1988 will be required to complete three credit hours each five years in order to advance vertically on the salary schedule. After fifteen (15) years of service only state requirements need to be met.

5. Teachers acquiring the necessary hours to advance from one lane to another will receive a bonus of 300 dollars for each lane of advancement starting with BA lane and going through the BA + 32 lane, 600 dollars for advancement from a BA + 32 to a MA, and 300 dollars for each lane from a MA through a MA+16. The bonus will be added to the total dollar contract.

6. Payroll shall be made in 12 equal installments on the 20th day of each month. If such date falls on Saturday, Sunday, a school break, or a holiday, payment will be made on the last week day or school day prior to the 20th.

7. Any additional days added through legislative action will be paid to each licensed staff member, an equal share of any funds provided by that same legislative action, but not to be less than $140 per day.

ARTICLE III

INSURANCES

A. Health/Major Medical and DXL

The District shall pay the total single coverage for medical insurance for each person who is employed half time or more. Employees must choose from either the $100 calendar year deductible or the $500 calendar year deductible. A summary of benefits is attached as Schedule E. The District provided insurance programs shall be for twelve consecutive months. The insurance coverage year will be from October 1 to September 30. The District will renew the insurance annually on July 1.

B. Long Term Disability and Life Insurance

The District pays the employee coverage for both long term disability and life insurance benefits equivalent to those provided in the 1995-1996 contract.

1. Long Term Disability Insurance

   a. The qualifying period is 3 months of disability.

   b. The maximum benefit period is to age 65.

   c. When possible, the disabled person is expected to engage in any work or occupation for which he is reasonably fitted by education, training or experience.

   d. The monthly income benefit is 60% of employee's salary with a maximum benefit of $1500 less any payments for which employee and dependents are eligible under Federal Social Security Act.

   e. The overall income limit is 75% of covered monthly compensation.

   f. The minimum monthly benefit is $100.00.

2. Accidental Death and Dismemberment

   a. Principal sum as set forth in policy will be paid employee for loss of limbs or eyesight and principal sum for loss of 1 limb and 1 eye.

3. The premium for a $15,000 term life insurance and benefit for accidental death shall be provided by the School District.

ARTICLE IV

LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be allowed sick leave for each full year of service as follows:

   1st year.....10 days
   2nd year.....11 days
   3rd year.....12 days
   4th year.....13 days
   5th year.....14 days
   6th year.....15 days
   Subsequent years.....15 days

   Unused leave will be cumulative to 120 days. The minimum unit of usage of sick leave for a full-time employee will be one-half day. The administration may require evidence to confirm the necessity for sick leave. Maternity leave is covered under sick leave. The commencement of maternity leave will be determined medically. If an employee is declared eligible for disability insurance, substitute pay will be deducted from the employee's pay check between the time that the employee's sick leave is depleted and disability takes effect.

2. At their end of the year checkout employees may request a copy of the written account of their accumulated sick leave which can be obtained on July 1, or put in with the July paycheck. Employees shall be given the opportunity to review the written account of their accumulated sick leave days at the opening of in-service days prior to the starting of school. Employees will be allowed five (5) days to sign and return their sick leave cards.

3. Employees are allowed to use sick leave days for family illness. For purposes of this leave, family shall be defined as child, spouse, and parent, and a maximum leave of five (5) days per incident will be in effect. The intent of this clause is to allow employees to use sick leave for emergency or other unforeseen circumstances and appointments that cannot be made outside the work day.

B. Emergency Leave

1. Serious illness or serious injury of an immediate family member may qualify for Emergency Leave. (spouse, child, parents, spouse's parent, brother, sister, son-in-law, and daughter-in-law) Employees are granted five (5) days of emergency leave each year. Emergency Leave is not cumulative.

   Emergency is defined as a serious illness or serious injury calling for the immediate services of a physician and being of such an emergency nature that the immediate presence of the employee is required during the work day. Pre-scheduled occurrences do not qualify. The Superintendent shall have the authority to determine whether the circumstances qualify as emergency leave.

C. Bereavement Leave

1. An employee may be granted up to five (5) days for the death of a spouse, child, or parent, if taken within 10 days of the death.

2. An employee may be granted up to three (3) days for the death of spouse's parent, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, if taken within 10 days of the death.

3. An employee may be granted one (1) day for the death of a grandparent or spouse's grandparent. If for some reason one day is insufficient, additional days may be granted with the approval of the Superintendent, if taken within 10 days of the death. Substitute's pay will be deducted for additional days.

4. Attendance at funerals of close friends, aunts, uncles, nieces, and nephews will be approved by the administration but substitute's pay may be deducted.

D. Business/Personal Leave

1. Employees are allowed two (2) days for business/personal leave each year. One extra day may be allowed, if needed, with only the salary of the substitute deducted from the employee's pay. Except in emergency, the employee shall notify the building principal two (2) days in advance. Any of the first two (2) unused business/personal leave days will be compensated at the end of the school year at the substitute rate of pay.

2. Use of business/personal leave is prohibited on the day before or after Christmas or Thanksgiving break and during the first and last week of school, except for mandatory court appearances or personal legal matters. The number of employees granted business/personal leave on any day may be limited to 2 persons per building, Elementary, Middle School, and High School, but under special circumstances the administration may grant business/personal leave to more than 2 persons per building. Business/personal leave shall not accumulate.

E. Professional Leave

Each employee may request up to (4) days per contract year to attend educational meetings or make visitations to view instructional techniques or programs, or if a candidate for National Board Certification, to work on entry submissions. Full pay will be granted if such absence is approved by the building principal.

The Superintendent may grant additional days beyond the four days if the meeting is of such nature that the school needs to have a representative at the meeting or an employee is attending a national convention or convention of equal importance.

Any employee wishing to be absent from duty to attend an educational meeting shall make application to the principal at least one (1) week prior to the first day of anticipated absence.

F. Jury Duty

Employees will be excused by the Superintendent for jury duty and appearance in court as a witness when subpoenaed, with pay for the time excused. Any fee or remuneration the employee received during such leave beyond mileage and out of pocket expenses, shall be turned over to the Lynnville-Sully Community School District.

G. Association Leave

The Association collectively shall be given up to a total of seven (7) contract days to participate in its affairs at the local, state or national level. Substitute teachers, if hired, will be paid by the Association. Requests will be in the hands of the Superintendent at least five (5) days prior to date of leave.

H. Military Leave

A request for military leave will be administered in accordance with Section 29A, Code of Iowa.

I. Temporary Leave

Absence without pay may be authorized at the Superintendent's discretion. The employee shall make application for authorization at least five (5) school days in advance of the beginning of the absence except in the case of emergency.

J. Sabbatical Leave

1. Purpose

A Sabbatical Leave may be granted to an employee by the Board for study, including study in another area of specialization, for travel or for other reasons of value to the school system.

2. Conditions

Sabbatical Leave may be granted, subject to the following conditions:

a. Percentage of Employees

If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of five (5%) percent of the employees at any one time.

b. Requests

Requests for sabbatical leave shall be received by the Superintendent in writing by February 1 and in such form as may be mutually agreed upon and action by the Board must be taken on all such requests no later than March 1 of the school year preceding the school year for which the leave is requested.

c. Minimum Time to Qualify

The employee has completed at least seven (7) full school years of service in the Lynnville-Sully School District.

3. Return

Upon return from sabbatical leave, the employee will be placed on the salary schedule and maintain the same benefits as he/she would have had the year the employee left on the sabbatical. At the discretion of the Board, the employee may be placed on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.

K. Extended Leave

An employee may be granted a leave of absence without pay for reasons acceptable to the Superintendent and Board of Directors, for a period of not more than one (1) year. An employee on leave for one (1) year must notify the Superintendent of his/her plan to return the following year by the first day of February or his/her position will be declared vacant.

The leave may be renewed each year at the discretion of the Board. The employee shall have the option of continuing all fringe benefits at his/her expense.

ARTICLE V

EMPLOYEE WORK YEAR, VACATIONS, AND HOLIDAYS

A. The in-service work year for regular employees not covered by extended contracts shall not exceed 190 days. The 190 days will consist of all in-service days, work days, teaching days and holidays. In the event that up to 2 additional Teacher Quality Days are required by legislative action, these days will be required work days.

B. The in-service days, work days, and holidays are considered days of service and compensation for same is included in the annual salary. Days of vacation are not considered as holidays or days of service.

C. At the discretion of the Board, vacation periods, in-service days, work days and/or week days in May and/or June may be converted into teaching days if the time is needed to make up unforeseen loss of time on account of weather, epidemic, etc.

D. The regular contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day. Good Friday shall be included as a non-paid holiday. No employee shall be required to perform duties on any of the above holidays.

E. With the exception of school dismissal due to inclement weather, employees' attendance may be required at the discretion of the administration whenever student attendance is not required. Such days or required employee attendance shall count as contract days.

ARTICLE VI

PROCEDURE OF EMPLOYEE REDUCTION

A. Procedure

When the employer determines a reduction in staff is necessary, the following procedures shall be used:

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

2. In the event the employer determines reduction in staff cannot be adequately accomplished through attrition, the employer shall reduce those employees within the classification where reduction is being made who have completed less than two (2) continuous years of service with the Lynnville-Sully Community School District unless needed to maintain an existing program. In the event more than one (1) employee within the classification where reduction is being made has less than two (2) years experience, the employer shall have sole discretion in determining who shall be reduced.

3. In the event the employer determines reduction in staff cannot be adequately accomplished under paragraph (A) (1) and (A) (2), the employer shall reduce those employees within the classification where reduction is being made with the least seniority within the Lynnville-Sully Community School District unless needed to maintain an existing program.

B. Classification

1. Group I

   a. This group includes elementary self-contained K-5 classroom teachers including elementary special education and Chapter I teachers.

2. Group II

   This group includes middle school teachers (Grades 6-8), and high school teachers, further divided into subject areas of teaching assignment, with each area a separate classification.

   The classification are as follows:

a.	Business Education	g.	Math
b.	Driver Education	h.	Science
c.	Foreign Language	i.	Social Studies
d.	Home Economics	j.	Special Education
e.	Industrial Arts	k.	Vocational Agriculture
f.	Language Arts	l.	Chapter I

3. Group III

This group includes the nurse and those teachers whose teaching assignment may extend over the K-12 grade span. Each area listed below is a separate classification. The classifications are as follows:

a. Nurse
b. Art
c. Guidance
d. Instrumental Music
e. Librarian
f. Physical Education
g. Talented and Gifted
h. Vocal Music
i. At Risk

C. Seniority

1. For the purposes of this Article, seniority will be computed from employee's most recent date of hire in the bargaining unit, and will begin to accrue as of that first day of hire. The date of hire shall be the first day the teacher is required to report for work as specified in the contract between the teacher and the Board of Education. Seniority will not be broken by unpaid leaves of absence, during the two year recall provision, or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. In case the seniority is equal between two employees the Board shall determine which employee shall be chosen.

2. If an employee to be reduced has proper certification in another classification and has taught within that classification in the Lynnville-Sully School District within the last 5 years and if his/her seniority is greater, than an automatic transfer will be effected, thereby reduced the employee with the least seniority in the subsequent classification.

3. On or about November 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, the area of certification, and courses taught, and will, thereafter, promptly notify the Association of any changes in said list. Protest of common errors and, or omissions from the list must be made to the District within thirty (30) calendar days from the date of the furnishing of the list.

4. For the purposes of this Article, an employee whose teaching assignment falls within more than one of the identified areas, shall be considered to have equal seniority in each area of assignment.

D. Recall Provisions

1. Employees who are reduced under this article or who resign upon written request for reduction reasons, may be eligible for recall to available positions within the classification the employee held at the time of reduction after all voluntary transfer requests have been considered. The right to recall shall be in effect for two (2) years from the effective date of reduction.

2. The employee shall keep the Superintendent informed of his/her current address and phone number, and shall inform the Superintendent if he/she is no longer interested in being recalled to the District.

3. Notice of recall to available positions shall be sent by certified mail, return receipt requested. An employee who is recalled shall report to the Superintendent for assignment within five (5) calendar days after the recall notice is sent. Failure to report within such time shall result in loss of recall rights.

4. An employee recalled pursuant to these provisions shall be entitled to any fringe benefits and placement on the salary schedule accrued at the time or reduction.

ARTICLE VII

EVALUATION PROCEDURES

A. Beginning Teacher Track

I. Purpose

The purpose of the Beginning Teacher Evaluation is to:

1. Ensure that the Iowa Teaching Standards, criteria for the standards, and the expectations of the local school district are understood, accepted, and demonstrated.
2. Provide support in the implementation of the standards.
3. Provide evidence to support continuing employment and movement to the career teacher level.
4. Facilitate the beginning teacher's engagement in professional development through the Mentoring and Induction Plan and the district career development plan.

II. Required Activities

- Initial Meeting – Prior to the start of the school year, the building administrator will meet with all beginning teachers to review the Beginning Teacher Plan expectations and evaluation timelines. The expectations must include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.
- Year One and Two –

1. Formal Observations – A minimum of three formal observations will be conducted for each teacher in year one and two. Two formal observations must be conducted prior to February 1. A third observation must be held prior to the required summative evaluation conference (to be completed by March 30). Each of these observations will have a pre-observation and post-observation conference. Additional formal observations may be conducted at the discretion of the administrator. The teacher must complete and be ready to discuss the required pre-observation and post-observation forms with the administrator at these conferences. (Pre and post-observation forms will be those included in the "Iowa DE Model Framework".) Following each observation, during the post observation conference, the teacher and evaluator will discuss the progress of the teacher in meeting the teaching standards, criteria for the standards, and expectations of the local school district.

2. One of the formal observations will be of an extended duration. At the elementary level this is defined as an observation of multiple teaching lessons that in total exceed one hour in length. At the secondary level it should involve observing the same class period for two or three consecutive days. The focus of this observation should be on Standard 2-content knowledge; Standard 3-planning and preparation; Standard 4-delivery of instruction; Standard 5-monitoring student learning; and Standard 6-classroom management.

3. Informal observations may also be used at the discretion of the administrator. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations or walkthroughs, and observance of professional behaviors in a variety of settings.

4. A post observation conference will occur within ten (10) working days of a formal observation.

5. A cumulative artifact folder/documents will be created and maintained by all beginning teachers in year one and two. The information accumulated serves as a catalyst for substantive growth in areas of teaching, philosophy, methods, and goals. Moreover, the documents provide administrators with concise, selective, evidence-based information from a variety of sources. It can also provide the beginning teacher with an individualized, credible, and factual document for the purpose of evaluation and feedback. The administrator and the beginning teacher will review and discuss the documents at scheduled conferences.

6. A final summative conference will be held with the first-year teacher on or before March 30. The purpose of the conference will be to provide the teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. At this time, the administrator shall provide concrete feedback to the teacher concerning his or her progress toward meeting the teaching standards and criteria established for licensure. A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the district's mentoring and induction program. This continuing participation should not exceed

one year. A school district must use the comprehensive evaluation form provided by the Department as required by IAC 284.3, Subsection 2; Code Supplement 2001.

7. The administrator and beginning teacher recommended for licensure will meet prior to October 1 of the following school year to cooperatively design an individual professional development plan. The plan should focus on those areas from the Iowa Teaching Standards that the administrator and the teacher feel would be of most benefit to the career teacher in supporting his or her on-going skill development of the Iowa teaching standards and the student achievement goals of the school district (as per the CSIP).

8. All formative and summative evaluation forms used in the evaluation process shall be signed and dated by both the teacher and the evaluator and both shall receive copies of the forms.

B. Career Teacher Track

1. Overview

The purpose of the evaluation process is to improve the quality of teaching. Target areas for improvement can be identified any time in the evaluation cycle and early enough in the school year so that genuine progress can occur before a summative evaluation in the spring.

2. Notification

Within two (2) weeks after the beginning of each school year, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the formal evaluation procedures and advise each employee as to the designated primary evaluator for each individual employee. Secondary evaluators may be used. No formal evaluation shall take place until such orientation has been completed. A new employee or an employee reassigned after the beginning of the school year shall be notified by the appropriate evaluator of the formal evaluation procedures in effect. Such notification shall be within two (2) weeks of the new assignment.

3. Required Evaluations

Career teachers will be evaluated in a three year cycle. Career teachers new to the district with 3 or more years of experience will have 3 formal observations in year one. New teachers in their second year will be placed in Stage 5 of the Career Teacher Track and probationary status may be granted by the evaluator with the Superintendent's approval. Upon successful completion of the Career Performance Review, teachers will be given assistance in developing new career development plans for the next three year cycle. During the normal three year cycles, the following processes must be completed:

1. Career Development Plan approval and progress monitoring by an evaluator
2. Informal observations (i.e. 2 minute walk thru, unannounced visits, requested visits or other daily observations from all aspects of the school,)
3. Formal observations, to include;
    a. pre- and post conferences
    b. formative report of the observation to be included in a personnel file.
4. Career development goal completion.
5. Artifact collection and review
6. Continued demonstration of competence in all 8 Iowa Teaching Standards.

4, Three Year Time Frame

All dates can be waived by mutual agreement of teacher and evaluator. Informal observations including 2 minute walk thru, unannounced visits, requested visits or other daily observations from all aspects of the school will be ongoing.

Stage 1

Teachers in stage one will be in the first year of their portfolio evaluation cycle. The following will be required in stage one: Goal writing and approval (by Nov. 15). Reflection on goal progress (spring) and an Artifact preview* (spring).

Stage 2
Teachers in stage two will be in their second year of the portfolio evaluation cycle. The following will be required in stage two: Goal review conference/reflection (by Nov. 15) and a portfolio/artifact preview (spring).

Stage 3
Teachers in stage three will be in their third year for regularly scheduled portfolio reviews. The following will be required in stage three: Goal review and formal observation by Nov. 15. Portfolio/Artifact review and 2nd Formal Observation* by April 1. Career Performance Review by April 15.

*not mandatory, may be waived by joint agreement.

5. Career Teacher Performance Review

At the conclusion of a three year evaluation cycle a Performance Review Report will be completed by the evaluator, signed and dated by the teacher and evaluator and placed in the teachers personnel file. Evaluation of the CDP goals and progress is included in this career teacher performance review. NOTE: Iowa Code 279.15(1) mandates a superintendent's recommendation to the board for teacher termination can be no later than April 30. Any April deadlines in this plan MUST be followed.

C. Remediation Track

1. Intensive Assistance Track

As defined in the Teacher Quality Act of 2001, teachers failing to successfully demonstrate competence in the eight Iowa Teaching standards and/or failing to complete satisfactory progress towards career development goals will be placed in an intensive assistance track. This track shall have two levels of assistance, Level A, the awareness phase will be designated for teachers who are perceived by evaluators to be at risk of unsuccessful completion of the performance review at the end of a three year cycle. Level B, intensive assistance, will be for those teachers who have been in level A and have not made satisfactory progress towards meeting the district's expectations.

2. Level A: Awareness

If at any time in a 3 year performance review cycle, an evaluator perceives a problem with successful completion of the performance review, the teacher may be moved into level A: Awareness Phase. In level A the teacher will be made aware of potential difficulties in writing and specific alterations to the plan may be implemented. An improvement plan that is mutually agreed upon by the evaluator and teacher will be developed. This written improvement plan will specifically spell out the following:

a. Specific behaviors that do not meet the district's expectations
b. Remediation options offered to the teacher by the district AND/OR available to the teacher through AEA, higher education or other sources as approved by the administration. These options would be at the teacher's expense.
c. A timeline for evaluation and communication of progress towards improvement indicators.
d. Desired outcomes.

Teachers in Level A shall be given the option of entering a mentor relationship with a mutually agreed upon career teacher. Any help requested or provided by the mentor is confidential and may not be used in an evaluative instrument or observation. The district will provide support and remediation as necessary, (i.e. opportunity to attend classes and/or workshops or additional formal and informal observations). The duration of Level A assistance will be no less than one month and will not exceed one year. At the conclusion of the Level A improvement plan, evaluators have the following options:

a. Return the teacher to his/her normal Career Track cycle
b. Move the teacher to Level B; intensive assistance

3. Level B: Intensive Assistance Phase

Movement to Level B: Intensive Assistance Phase shall be communicated in writing and the evaluator shall inform the superintendent of placement in Intensive Assistance. Level B may ultimately result in disciplinary action up to and including termination. The teacher is encouraged to request that faculty representation is present at any formal meetings with the evaluator. Level B procedures:

1. Level B will begin with a formal meeting between the evaluator and teacher. The evaluator may request another member of the administrative team to attend.
2. During this meeting the evaluator will address, in writing the specific behaviors that have been documented to indicate the teacher is not meeting the district's expectations.
3. A written Intensive Assistance Plan will also be presented to the teacher. This plan will direct the employee in required actions to be taken towards improving performance. These actions may include, but are not be limited to;
    a. Methods and strategies to implement relevant to identified performance areas.
    b. Classes or workshops that may be deemed appropriate by administration
    c. Resources and support to be provided by the district
    d. An intensive evaluation plan including regularly scheduled feedback.
    e. Duration of the Professional Assistance plan
4. During the intensive assistance phase, activities and professional goals established in individual career development plans will be suspended.
5. The duration of Level B Intensive Assistance Plan will not be for less than 3 school session months, nor more than one calendar year. The Intensive Assistance plan MAY be extended for one additional year at the request of the evaluator and approval of the superintendent.
6. Upon completion of a Summative Evaluation for intensive assistance, an evaluator will recommend the teacher for one of the following:
    a. Continued employment, assigned to the Career Track evaluation system.
    b. Continued employment, assigned to the Remediation Track with a professional development plan
    c. Termination of continuing contracted employment

All teachers have the right to respond in writing to any evaluative report, as described in Article VII.B.8. Employee's signature on any evaluation document does not signify agreement with the evaluator's assessment, just awareness of the content. No formal evaluation report shall be placed in a teachers personnel file without the employee signing and dating the report or evaluation form. Documents to be placed in the personnel file will include but not be limited to the Career Development Plan, Performance Review Report and the Intensive Assistance Plan and Summary when applicable.

D. Teacher Rights

1. Responses

The employee shall have the right to submit for inclusion in his/her personnel file an explanation or other written statement regarding any formal evaluation or written observation report. The response to a formal evaluation or observation must be submitted for inclusion in the personnel file within 48 hours of the conference in which the evaluation or observation report is discussed between the employee and the evaluator.

2. Complaints

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the teacher's attention in writing as soon as practical.

3. Right to Grieve

In any proceeding in which the District attempts to use past evaluations to justify adverse actions against the teacher, the teacher may challenge (grieve) the substance of past evaluations as being arbitrary, capricious, or unjust.

Adverse action shall be defined as suspension, termination, or layoff.

If the adverse action against an employee is staff reduction, under the staff reduction article of the contract, the teacher grievance of the evaluation shall be combined with the grievance, if any, alleging a violation of the staff reduction article or any other article grieved arising out of the same set of events. A probationary employee (Iowa Code Section 279.19) may not grieve their evaluation during their probationary period.

E. Non-Formal Evaluations

This article deals with one method of teacher evaluation - formal evaluation of classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of employees by other means deemed appropriate by the administration of the district.

ARTICLE VIII

TRANSFER PROCEDURES

A. Definition

1. The movement of an employee to a different teaching field or grade level shall be considered a transfer.

2. For purposes of this article seniority shall be defined as it is in Article VI Procedure for Employee Reduction (C) (1).

B. Voluntary Transfers

1. The Superintendent shall deliver to the Association and post in all school buildings a list of all certified personnel vacancies which occur anytime. Vacancies shall be posted within five (5) days after the Board has accepted the resignation of the employee thus creating the vacancy, or at such time as a new position is created.

2. Filing Requests

Employees who want to be considered for a transfer shall file a written statement of such desires with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred. Requests for transfer to a new or vacated position shall be made within the time limit set by the employer, but not to be less than 10 days after the position is posted and notification is sent to the Association by regular mail or by hand delivery, either of which may be preceded by a phone call or personal contact.

3. Filling Positions

All voluntary requests for transfer will be considered. The Board will consider academic preparation and other qualifications in determining which applicant shall be hired.

C. Involuntary Transfers

1. Notice

Notice of an involuntary transfer shall be given in writing to employees as soon as practical.

2. Procedure

If the involuntary transfer is necessary, the Board will consider certification, academic preparation and other qualifications in determining who will be transferred. If the difference in the factors determining transfer of two or more employees is insignificant, then the employee with the least seniority will be transferred.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. An in-service committee with teacher representation from the following groups: K-2, 3-5, 6-8, 9-12, shall be established for the purpose of planning with the Superintendent and, if employed by the district, the Curriculum Director the structure and content of the district's in-service training.

ARTICLE X

DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form of the assignment shall be as set forth in Schedule C.

B. Regular Deduction

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

C. Pro-Rated Deduction

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through August.

D. Duration

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

E. Termination

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

F. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular period, and a listing of the employees for whom deduction was made.

G. Liability

The Association agrees to indemnify and hold harmless the employer, the Board and the employer's representatives from any and all claims, costs, suits or other forms of liability that might arise out of the employer agreeing to make a dues deduction on behalf of the Association.

ARTICLE XI

GENERAL CLAUSES

A. Compliance Between Individual Contracts and Comprehensive Agreement.

If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

B. Separability

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

C. Printing Agreement

Copies of this agreement shall be printed at District expense. This agreement shall be presented to all employees now employed or hereafter employed by the Board. In addition, fifteen (15) extra copies shall be presented to the President of the Association by the Board five (5) days after printing.

D. Duration Period

The agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. Salary Schedule B, Supplemental Pay Schedule C, Article II - Wages and Supplemental Pay, Article III - Insurances, and Article XI - General Clauses, shall be negotiated yearly.

E. Signature Clause

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

Lynnville-Sully Education Association	Lynnville-Sully Board of Education
By Carolyn Schnell President	By President
By Eileen Den Hartog Chief Negotiator	By Chief Negotiator

SCHEDULE A

GRIEVANCE REPORT

_____

_____ Date Filed

_____
School District

_____
Building

_____
Name of Aggrieved Person

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

==========

LEVEL II

A. Date Violation Occurred_____

B. Section(s) of contract violated_____

C. Statement of Grievance_____

_____

D. Relief Sought_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

==========

LEVEL III

A. _____ _____

Signature of Aggrieved Person — Date Received by Superintendent

B. Disposition by Superintendent or Designee_____

_____

_____

_____ _____

Signature of Superintendent or Designee — Date

==========

LEVEL IV

A. _____ _____

Signature of Aggrieved Person — Date Received by Board

B. _____

Signature of Association President

C. Disposition by Board_____

_____

_____

_____ _____

Signature of Board President — Date

==========

LEVEL V

A. _____ _____

Signature of Aggrieved Person — Signature of Assoc. President

B. _____ _____

Date Submitted to Arbitration — Date Received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____ _____

Signature of Arbitrator — Date

LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT

SALARY SCHEDULE B
2006-07

BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16
23,005	23,365	23,725	24,085	24,445	25,090	25,450	25,810
23,775	24,155	24,535	24,915	25,295	25,980	26,360	26,740
24,545	24,945	25,345	25,745	26,145	26,870	27,270	27,670
25,315	25,735	26,155	26,575	26,995	27,760	28,180	28,600
26,085	26,525	26,965	27,405	27,845	28,650	29,090	29,530
26,855	27,315	27,775	28,235	28,695	29,540	30,000	30,460
27,625	28,105	28,585	29,065	29,545	30,430	30,910	31,390
28,395	28,895	29,395	29,895	30,395	31,320	31,820	32,320
29,165	29,685	30,205	30,725	31,245	32,210	32,730	33,250
29,935	30,475	31,015	31,555	32,095	33,100	33,640	34,180
30,705	31,265	31,825	32,385	32,945	33,990	34,550	35,110
31,475	32,055	32,635	33,215	33,795	34,880	35,460	36,040
		33,445	34,045	34,645	35,770	36,370	36,970
		34,255	34,875	35,495	36,660	37,280	37,900
		35,065	35,705	36,345	37,550	38,190	38,830
		35,875	36,535	37,195	38,440	39,100	39,760
		36,685	37,365	38,045	39,330	40,010	40,690
		37,495	38,195	38,895	40,220	40,920	41,620

School Nurse: Advances on the BA Lane according to experience in the Distirct.
Beginning placement shall be determined by the Board.

Longevity: Teachers who are currently (2005-06) on Step 18 for the second consecutive year shall receive a longevity payment of $200. This payment will increase by $100 each additional year of employment. Beginning with the 2006-07 school year, teachers reaching step 18 shall receive a longevity payment of $100 beginning the second consecutive year on Step 18. This payment will increase by $100 for each additional year of employment.

SUPPLEMENTAL PAY - SCHEDULE C
2006-2007

ATHLETIC DIRECTOR	5.50%
SUMMER ATHLETIC DIRECTOR	5.50%
BASEBALL/SOFTBALL	
BASEBALL-HEAD HS	10.00%
BASEBALL-ASST HS	7.00%
BASEBALL-JH	6.00%
BASEBALL-JH ASST	4.00%
SOFTBALL-HEAD HS	10.00%
SOFTBALL-ASST HS	7.00%
SOFTBALL-JH	6.00%
SOFTBALL-JH ASST	4.00%
BASKETBALL	
BOYS HEAD HS	11.00%
BOYS ASST HS	9.50%
BOYS HEAD JH	6.00%
BOYS ASST JH	4.00%
GIRLS HEAD HS	11.00%
GIRLS ASST HS	9.50%
GIRLS HEAD JH	6.00%
GIRLS ASST JH	4.00%
CROSS COUNTRY	
CROSS COUNTRY-B & G	6.00%
FOOTBALL	
HEAD HS	11.00%
ASST HS	7.50%
HEAD JH	5.50%
ASST JH	3.25%
GOLF	
BOYS & GIRLS HS	6.00%
TRACK	
BOYS HEAD HS	8.50%
BOYS ASST HS	5.00%
BOYS HEAD JH	3.50%
BOYS ASST JH	2.00%
GIRLS HEAD HS	8.50%
GIRLS ASST HS	5.00%
GIRLS HEAD JH	3.50%
GIRLS ASST JH	2.00%
SUMMER PROGRAMS	
VOLLEYBALL	
HEAD HS	10.00%
ASST HS	7.00%
HEAD JH	5.00%
ASST JH	3.00%
WRESTLING	
HEAD HS	11.00%
ASST HS	7.50%
HEAD JH	6.00%
WEIGHTLIFTING	
WEIGHTLIFTING	3.00%
AUXILARY	
FLAGS AND RIFLES	0.50%
DRILL TEAM/COLOR GUARD	6.00%
HS CHEERLEADING SPONSOR	5.00%
JH CHEERLEADING SPONSOR	1.00%
FINE ARTS	
HS DRAMA DIR (EACH PLAY)	4.00%
ASST DRAMA DIR*	2.00%
JH PLAY	1.00%
MUSICAL DIRECTOR	3.00%
SET CONSTRUCTION	0.50%
SPEECH / CONTEST	5.00%
ASST SPEECH*	2.00%
HS BAND / CONTESTS	11.00%
HS VOCAL / CONTEST	9.50%
JAZZ BAND	1.50%
SWING CHOIR	1.50%
CLUB/GROUP SPONSORS	
HONOR SOCIETY	0.50%
HS STUDENT COUNCIL	2.00%
JH STUDENT COUNCIL	1.00%
FFA SPONSOR	4.00%
SPANISH CLUB SPONSOR	1.00%
HS ANNUAL SPONSOR	7.00%
JH ANNUAL SPONSOR	1.00%
SENIOR SPONSORS	1.50%
JUNIOR SPONSORS	1.50%
SOPHOMORE SPONS	1.50%
FRESHMAN SPONSORS	1.50%
PROM ADVISORS	1.50%
MOCK TRIAL SPONSOR	3.00%
SICL DIRECTOR	0.75%

* To be implemented at the discretion of the administration.

Salary for Counseling, Vocational Agriculture, Technology Coordinator, and Music will be figured on a proportionate basis of the regular salary.

Ticket Seller, Ticket Taker, Gate and Door Supervisor and Scorekeeper:
$10.00 per time up to four hours
$20.00 per time up to eight hours

The supplemental pay schedule is categorized by area for determining the level of experience.

Expenience in one area is not transferable to another area.

To determine the supplemental pay, the percentage for each position will be multiplied by the coaches/sponsors level of experience (step) within the appropriate area. All coaches/sponsors will begin at the current BA Lane-Step 6 and remain there until they have completed six years of experience in an area, after which they will move down one step each year, to a maximum of Step 12.

Coaches or sponsors new to the district may bring in six (6) years of experience in an area.

SCHEDULE D

DUES DEDUCTION AUTHORIZATION FORM

For Employee Use Only
Do not Fill Out

Authorization for Payroll Deduction for Education Association Dues

Employee No. FIRST INITIAL LAST NAME

Date Started Amount

Changes

Date Amount

Date Amount

Date Amount

Date Amount

I hereby request and authorize the Board of Education of the Lynnville-Sully Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Lynnville-Sully Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date Signature

Social Security Number

Lynnville-Sully CSD

Effective Date 7/1/2006	Mutual of Omaha	
Plan	$100 Deductible	$500 Deductible
Deductible		
In Network	$100/$200	$500/$1000
Out of Network	$100/$200	$500/$1000
Co-Insurance		
In Network	10%	10%
Out Network	20%	20%
Out of Pocket (OPM)		
In Network	$500/$1000	$1000/$2000
Out of Network	$500/$1000	$1000/$2000
Doctor Visit	$10	$10
Emergency Room Visits	$100	$100
Prescriptions	5-10	5-10

Disclaimer: All information provided in this document is subject to the plan specifications and intended to provide a quick reference of the benefits of various companies. Other requirements such a pre-authorization or notification prior to benefit, restrictions, plan deductibles, etc. may be necessary. Some of the benefits may not be represented in their entirity due to the limitations of this document. Please refer to plan description for detailed information on all benefits described.