North Tama Co CSD North Tama Co EA 7/1/2006 6/30/2007

NORTH TAMA CSD/EA 06-07

North Tama County Community Schools

North Tama County Education Association

605 Walnut Street
Traer, Iowa 50675
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Negotiated Contract for 2006-2007

"Opening Doors to Life-Long Learning"

The North Tama County Community School District does not discriminate on the basis of race, creed, color, national origin, gender, religion, disability or marital status in access to, or participation in its educational programs and services.

The North Tama County Community School District does not discriminate on the basis of race, creed, color, national origin, gender, religion, disability, marital status or age in its employment practices.

A grievance procedure is available. The contact person is Stephen Foster, North Tama Elementary School, 605 Walnut Street, Traer, IA 50675, (319) 478-8444.

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ARTICLE I: PREAMBLE

Whereas, the North Tama County Community School District and the North Tama County Education Association recognize and declare that providing a quality education for the students of the North Tama County Community School District is their mutual desire and that such education depends predominantly upon the quality and morale of the teaching service, it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of the North Tama County Community Schools through the coordinated responsibilities of the Board, the administrative and supervising staff, the teaching personnel of the District, the parents of the students, the community at large, and the State Legislature.

Whereas, the members of the teaching professions are particularly qualified to assist in formulating policies and programs designed to improve educational services, and

Whereas, the Board and the North Tama County Education Association agree to negotiate in good faith, and

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

ARTICLE II: RECOGNITION

A. RECOGNITION OF THE UNIT

The Board hereby recognizes the North Tama County Education Association as the certified exclusive and sole bargaining representative for all personnel set forth in the PERB certification instrument (Case 230:) issued by the PERB on the 1st day of October, 1975. The association shall be the exclusive and sole bargaining representative for all regular members of the unit. Such representation shall cover all personnel assigned to newly created regular professional positions if both parties agree on inclusion of the same in the unit. If a disagreement occurs, a determination by the PERB may be requested by either party.

The Unit described in the above certification is as follows:

classroom teachers employed by the school district, guidance counselors employed by the school district, and librarians employed by the school district.

B. DEFINITIONS

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

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

3. The term "Association" as used in this agreement, shall mean the North Tama County Education Association or its duly authorized representatives agents.

4. The term "Employer" as used in this agreement shall mean the Superintendent, Principal, or other supervisory employee or their designee.

ARTICLE III: 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 making the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. TIME LIMIT

The failure of any individual or groups of individuals to initiate this grievance procedure within thirty (30) calendar days of the alleged occurrence will automatically cancel that alleged grievance and any further appeal for the same. Grievances which occur during the summer months and which cannot be filed within the above time line will have an additional fourteen (14) calendar days after the first day of the school calendar in which the grievance may be filed. Failure to expedite any grievance within the prescribed time limits will permit the grievance to be advanced to the next step.

Alleged occurrences that might exist less than sixteen (16) days prior to the first contract day of the school term will have a maximum of thirty (30) days in which to be filed.

2. YEAR-END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. LEVEL ONE-PRINCIPAL OR IMMEDIATE SUPERVISOR (INFORMAL)

An employee with a grievance shall first discuss it with his or her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO-PRINCIPAL (FORMAL)

If, as result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and/or a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor.

The appropriate principal or immediate supervisor shall indicate his or her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. LEVEL THREE-SUPERINTENDENT

The superintendent or his or her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his or her designee shall indicate his or her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person and the Association.

If the aggrieved person and the Association are not satisfied with the disposition of the grievance by the superintendent or his or her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. (The aggrieved person and the Association or the Board may bypass Level Four and proceed directly to Level Five.)

6. LEVEL FOUR-BOARD OF EDUCATION

The Board, no later than its next regular meeting or ten (10) school days, whichever is earlier, may meet with the aggrieved person and the Association on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the Association.

7. LEVEL FIVE-ARBITRATION

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days to discuss the merits of submitting the grievance to arbitration.

(b) If the Grievant and the Association determine that the grievance is meritorious, they may submit the grievance to arbitration within five (5) school days.

(c) Within ten (10) school days after written notice to the Board of submission to 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 the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB Board) by either party. The list shall consist of seven 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) school days, and the other party shall have one (1) additional school day to remove one of the six remaining names. The parties shall alternate striking names of arbitrators until one name remains. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his or her decision not later than fifteen (15) school 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 him or her. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(e) 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 Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by a representative selected or approved by the Association. At level one the Association will only be present at the request of the aggrieved person or at the request of the Principal. When an employee is not represented by the Association, the Association shall have the right to be present at levels two through four as a party of interest.

   The Association has the right to grieve any settlement that is inconsistent or contrary to the provisions of this agreement.

2. RELEASED TIME

   Levels one through four concerning the grievance procedure will be held during periods not involving instruction time for the parties involved.

E. GROUP GRIEVANCE

The Association may process such a grievance as outlined in C of this Article.

F. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private, except as may be required by law in Level Four, and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV: 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 of professional dues. Such authorization must be submitted fourteen (14) days prior to the September pay period of each year or the first pay period for individuals employed during the school term.

B. REGULAR DEDUCTION

Pursuant to a dues deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending on the LAST REGULAR PAY PERIOD.

C. PRO-RATED DEDUCTION

Employees who begin employment after September shall have the total dues pro-rated on the basis of the remaining months of employment through June 1.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked by the individual in writing by a thirty (30) day notice to the Board and the Association. Dues deduction will automatically cease when employees cancel their membership in 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) school days following each regular pay period, and a listing of the employees for whom deduction was made.

ARTICLE V: EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

1. REGULAR CONTRACT

The in-school work year for employees contracted shall be 190 days, which shall include five (5) paid holidays and a minimum of five (5) teacher work days.

One (1) day may be added to the contract if the state funds payment of the same. To the extent that the state funds less than per diem, but requires the additional one day, the parties to negotiate pay for the one (1) day.

2. EXTENDED CONTRACT

The in-school work year of employees on extended contracts shall be based on 20 teaching days/month.

3. DEFINITION OF IN-SCHOOL WORK YEAR

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

4. NON-ATTENDANCE

Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

B. HOLIDAYS

The regular and extended contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Spring Break. Spring Break includes Easter Vacation. No employee shall be required to perform duties on any of the above holidays.

C. VACATIONS

The regular and extended contract of employees shall include the following vacations: November 23-24, 2006 (Thanksgiving Vacation), December 22, 2006 through January 2, 2007 (Christmas and New Year's Vacation), February 19, 2007 (vacation day), and April 6-April 9 2007 (Spring Break and Easter Vacation).

All Make-up Days will be added to the end of the school year. If more than 4 days are missed, the District and the NTCEA will meet to determine make-up days.

ARTICLE VI: EMPLOYEE HOURS AND LOAD

A. WORKDAY

1. LENGTH OF DAY

The total in-school workday shall consist of a maximum of eight (8) consecutive hours with the exceptions noted under meetings and Inservice.

2. ARRIVAL TIME AND DISMISSAL TIME

No employee shall be required to report for duty earlier than 8:00 A.M. and shall be permitted to leave at 4:00 P.M. On Fridays or on days preceding holidays and vacations or early dismissal because of inclement weather, or other emergencies, the employee's day shall end with the departure of the buses. In the event that school should be delayed, employees will be required to report at a time corresponding to the delay. Exceptions to this section are noted under meetings and in-service.

3. EXTENSIONS

Employees shall be required to reasonably participate in extensions of teaching and supervisory activities that might occur beyond the regular workday. Such activities might include programs, educational fairs, exhibits, open-houses, ticket-taking, monitoring and supervision of basketball, wrestling, volleyball, plays, and Swing Show.

At the back to school Inservice days, the district will distribute to the Association a list of all events to be covered during the school year for the purpose of securing workers for monitoring and ticket-taking. Sign up will begin with the most senior staff member and then open spaces can be filled by volunteers. If not enough employees volunteer for said events, the district will assign employees starting with the least senior employee in the district being assigned first. **(See addendum for process)**

Employees shall be paid twenty ($20) dollars for ticket-taking or monitoring in their next regular paycheck.

4. PARENT TEACHER CONFERENCES

If employees are required to conduct Parent Teacher Conferences during the evenings of regular school days, each employee will be given one day of comp time. The compensation time will be given to each employee on the Friday of the week of conferences.

B. TEACHING LOAD

1. SENIOR HIGH SCHOOL

The daily teaching load in grades 7-12 shall include one planning period per day. Assignments to a supervised study period during school hours shall be considered a teaching period for the purpose of this article.

2. ELEMENTARY SCHOOL (K-6)

The average daily teaching load in the elementary schools (K-6) shall not exceed an average of six (6) hours of pupil contact per day per week.

3. NUMBER OF PREPARATIONS

In grades 7-12, employees shall not be required to teach more than two (2) subject areas nor more than six (6) teaching preparations per day. Six (6) teaching preparations will be with limited use. If the employee has a sixth preparation, they will be limited to only one exploratory.

4. TEACHING STATIONS

Regular classroom employees in the senior high school shall not be required to change subject area teaching stations more than two (2) times during the school day without the written consent of the teacher involved or when it is necessary due to increased enrollments or a decrease in facilities due to a disaster.

5. CONTINUOUS TEACHING

Continuous teaching in grades (K-12) shall not exceed three (3) hours and thirty-five minutes (35) each day. Planning periods, lunch periods, lunch supervision, and recesses are classified as interruptions of the teaching time.

C. LUNCH PERIODS

1. ELEMENTARY (K-6)

Employees will have a daily thirty (30) minute duty-free lunch period except when assigned supervision duty which shall not occur more then once in six (6) school days.

2. SECONDARY (7-12)

Employees shall have a daily duty-free lunch period of at least thirty (30) minutes.

3. LEAVING THE BUILDING

Employees may leave the building without permission during their lunch period. At all other times during the in-school day, permission to leave the building must be obtained from the Principal.

D. MEETINGS

1. FACULTY AND OTHER

Employees may be required to report before the beginning or remain after the end of the regular work day without additional compensation for the purpose of attending faculty meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall not run for more than sixty (60) minutes beyond the regular in-school work day or begin no sooner that 7:30 A.M. and shall not run beyond 8:00 A.M. In such instances, the Principal will grant 30 minutes of comp time to those attending the meeting. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or vacations or other days when teacher attendance is not required.

2. NOTICE AND AGENDA

The notice of an agenda for any of the above meetings shall be given to the employees involved at least three (3) school days prior to meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

E. PREPARATION TIME

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

1. Elementary School (K-6)--45 minutes average per pupil day per week except when school is not in session five consecutive days.

2. Secondary (7-12)--one (1) student contact period per day.

F. EXCEPTIONS

Except for weather or other unforeseen circumstances, the Association will be notified within three (3) working days about exceptions to this article.

G. FIELD TRIPS

Field trips shall be scheduled and implemented by mutual agreement of the Principal and the employee. The Principal will give written permission when field trips are authorized.

ARTICLE VII: HEALTH PROVISIONS

A. PHYSICAL FITNESS--NEW EMPLOYEES

All new employees are required to provide evidence of physical fitness to perform assigned duties and freedom from communicable diseases. Such evidence shall be limited to a statement from a licensed physician within 21 days of the first day of school attesting to the same. The cost of the in-office physical examination will be covered by the Insurance Plan. In the event that an employee has not reached their deductible under the Insurance plan, the District will assume the costs not paid by the Insurance Plan. This amount shall not exceed fifty dollars ($50). Any remaining costs after Insurance and the District have paid are the responsibility of each employee. Each employee requiring a physical shall be advised when hired.

B. REST ROOMS

Adequately lighted and clean rest rooms for employees, separate for each sex, and separate from student rest rooms, will be provided whenever possible.

ARTICLE VIII: SAFETY PROVISIONS

A. SAFETY COMMITTEE

The Association and the School District will each appoint four (4) persons to serve on the Safety Committee of the School District. The Association and/or employees may make recommendations to the Committee for the improvement of safety conditions of the facilities and equipment used by the employees. Recommendations of the Committee will be transmitted to the Board for their consideration. The committee will meet quarterly for the purpose of sharing information, identifying areas of concern, and working together to solve problems concerning the work environment.

B. EMPLOYEE FACILITIES

1. EMPLOYEE EQUIPMENT

A serviceable desk and chair will be provided. Lockable storage areas for those employees not having them will be provided at the rate of two per year until all employees are provided the same. The cost of the replacement of keys lost by employees will be borne by them.

2. PROTECTIVE DEVICES

Only that clothing and equipment required by OSHA regulations will be provided employees. Replacement equipment will be issued only upon the return of worn-out articles of clothing and equipment.

C. PROTECTION OF EMPLOYEES

1. UNSAFE AND HAZARDOUS CONDITIONS

In the event any disorder or similar conditions exist which cause disruption of the school programs, the Association will be consulted concerning effective programs to assure the safety of the employees prior to the opening of school.

2. USE OF REASONABLE FORCE

An employee may within the scope of his or her employment and Board Policy, use and apply such amount of lawful force as is reasonable and necessary: For the protection of the employee, the student, or other students; to obtain the possession of a weapon or other dangerous object within the student's control; or for the protection of property; to quell a disturbance or prevent an act that threatens physical harm to any person; to remove a disruptive pupil from class or any area of school premises, or from school-sponsored activities off school premises; to prevent a student from the self-infliction of harm; and to protect the safety of others.

3. LEGAL ACTION AGAINST AN EMPLOYEE

Whenever any legal action is brought against an employee resulting from lawful performance of assigned duties, the Board shall provide the employee with defense only within the limits of the liability and the errors and omissions insurance of the Board.

4. ASSAULT OF AN EMPLOYEE

a. ASSISTANCE

The Board will give support and assistance to an employee who is assaulted while acting in the lawful discharge of his or her assigned duties.

b. LEAVE

When absence arises out of, or from, such assault or injury, the employee will be paid in full until coverage by Workmen's Compensation goes into effect. The board will pay the employee the difference between the regular salary and Workmen's Compensation. Medical proof will be required for such absence. If any judgment for loss of employment is obtained by an employee against a person committing the assault, the Board will be reimbursed by the employee or the Court for an amount proportional to the financial loss sustained by the Board. The Board will not be reimbursed for more than the actual costs incurred. The employee will not forfeit sick leave or personal leave and such benefits will not extend beyond 180 school days.

5. REPORTING ASSAULTS

a. PRINCIPAL OR IMMEDIATE SUPERVISOR

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

b. SUPERINTENDENT

Such notification shall be immediately forwarded to the Association and to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in possession of the Superintendent relating to the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

6. BOMB THREATS

No employee may be required to search for a bomb.

7. EMERGENCY TRANSPORTATION

No employee shall be required to provide transportation for ill or injured students.

ARTICLE IX: REDUCTION OF STAFF

A. LAYOFFS

When, in the sole exclusive judgment of the Board of Education, reduction of staff is necessary, the following procedures of this Article will prevail:

1. Layoffs will be accomplished in the following order of priority within the classifications of K-6, 7-12. Title I teachers will be included in the K-6 classification. In grades 7-12 subject areas will prevail. The maintenance of programs (curricular and extra-curricular) will have priority in all layoffs.

   a. Attrition--employees laid off have first opportunity to transfer to vacancies occurring within the classifications above. At no time, in applying attrition, will programs (curricular and extra-curricular) be sacrificed. These classifications may be exceeded.

   b. Those employees having the least seniority, as defined in Article XI, will be subject to layoff.

   c. Those employees having the least number of graduate hours in their teaching assignment areas will be subject to layoff.

   d. When both seniority and education, as indicated in c. above, are equal, evaluations of employee effectiveness will be utilized to determine the placement of the reduction.

B. NOTIFICATION

The administration shall provide written notice to each employee who may possibly be laid off by staff reduction not later than the date specified in the Code of Iowa (which for this year is April 30) preceding each school year. Such notice shall contain specific reasons for the reduction of staff. Such reasons are not subject to the grievance procedure in Article III.

The Superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, their area of certification, and courses taught and will promptly notify the Association of any changes in this list, upon request by the Association.

C. RECALL RIGHTS

Any employee laid off pursuant to this policy, shall have recall rights to any vacancy within the classifications in Section A. for which he or she is certified for two (2) years from the effective date of his or her layoff and shall be recalled to an available position in inverse order of layoff.

D. BENEFITS

Any employee re-employed by exercising his or her recall rights shall have any and all benefits under the current master contract.

E. RESIGNATIONS AND TERMINATIONS

Recall rights are reserved only for those employees who resigned due to reduction of staff, or were laid off due to reduction of staff. Employees who have been laid off pursuant to this Article and who are under a teaching contract with another school district have no benefits under this Article.

F. REQUIREMENTS

The board is responsible for notifying the employees on layoff and who desire recall by certified mail when pending vacancies occur within the designated classifications of Section A, of this Article. A copy of the notice of recall will be given to the Association.

ARTICLE X: EMPLOYEE EVALUATION

TEACHER EVALUATION

Tier 1 (Beginning Teacher)

Teachers in their first or second year of the profession, or career teachers who are in their first year of teaching for the District, shall be considered Tier 1 teachers.

The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three (3) formal observations and a minimum of three (3) walkthroughs. At least one of the formal observations shall also include a pre-observation conference and a post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one (1) summative conference in year one - to be held prior to April 15.

In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review, which also requires that the teacher shall provide documentation linking artifacts to the Iowa Teaching Standards and Criteria.

Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to Iowa Code may be evaluated using the same methods as in Tier 1.

Each teacher in Tier 2 shall be required to develop an Individual Career Development Plan every three (3) years.

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

During the first two years of the cycle, the evaluator and the teacher shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three (3) walkthroughs.

The evaluator may formally observe the teacher at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time for at least thirty (30) minutes in year three of the cycle. At least one formal observation shall include a pre-observation and a post-observation conference. The teacher shall provide documentation linking artifacts to the Iowa Teaching Standards and Criteria. In year three, the completion of the Individual Career Development Plan will occur; a written review by the evaluator after the teacher and evaluator have discussed the teacher's progress and outcomes on the Individual Career Development Plan will be completed; and a three (3) year summative performance review will be conducted prior to April 15.

Tier 3 (Intensive Assistance)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

1) District expectations under the Iowa Teaching Standards 1-7 and Criteria (Standard 8 is excluded)
2) The Individual Career Development Plan
3) Any other standards and criteria that the evaluator deems appropriate

the evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time, but is not to exceed six (6) months in duration.

Tier 3 is not grievable.

Purpose

The primary purpose of teacher evaluation shall be to improve instruction. Teacher evaluation will also be used for consideration of retention and termination of contracts of employees.

Teacher evaluation will also be used for determining whether to recommend beginning teachers for the standard license.

Definitions

"Artifact Documentation" is compiled by the employee to highlight and demonstrate their professional growth, and is used to help determine whether the teacher's practice meets school district expectations and the Iowa teaching standards. It shall include supporting documentation from other evaluators, teachers, parents and students.

"Beginning teacher" means an individual serving under an initial provisional license, issued by the board of educational examiners under Iowa Code chapter 272, who is assuming a position as a classroom teacher.

"Career teacher" means an individual who is serving under a standard license and has had at least two years of successful teaching in a public school in Iowa or has had three years of successful teaching in a nonpublic Iowa school or in a school outside of the state of Iowa.

"Comprehensive evaluation" means a summative evaluation of a teacher conducted by an evaluator for purposes of performance review, for recommendation for educational licensure and to determine whether the teacher's practice meets the school district expectations for a career teacher.

"Evaluator" means an administrator or other practitioner who successfully completes an evaluator training program pursuant to section 284.10.

"Individual Career Development Plan" In cooperation with the teacher's evaluator, the career teacher shall develop an individual teacher career development plan. The purpose of the plan is to promote individual and group career development. The individual plan shall be based, at minimum, on the needs of the teacher, the Iowa teaching standards, and the student achievement goals as outlined in the comprehensive school improvement plan.

"Intensive assistance" means the provision of organizational support and technical assistance to teachers, other than beginning teachers, for the remediation of identified teaching and classroom management concerns for a period not to exceed twelve months.

"Iowa Teaching Standards and Criteria" The Iowa teaching standards and model criteria represent a set of knowledge and skills that reflects the best evidence available regarding effective teaching. The purpose of the standards and supporting model criteria is to provide Iowa school districts with a consistent representation of the complexity and the possibilities of quality teaching. The standards shall serve as the basis for comprehensive evaluations of teachers and as a basis for professional development. The Iowa Teaching Standards and Criteria are listed in IAC 281-83.4(284).

"Performance review" means a summative evaluation of a teacher other than a beginning teacher and used to determine whether the teacher's practice meets school district expectations and the Iowa teaching standards.

"Teacher" means an individual holding a practitioner's license issued under Iowa Code chapter 272, who is employed as a teacher, librarian, media specialist or counselor in a nonadministrative position by a school district pursuant to a contract issued by a board of directors under Iowa Code section 279.13. A teacher may be employed in both an administrative and a nonadministrative position by a board of directors and shall be considered a part-time teacher for the portion of time that the teacher is employed in a nonadministrative position.

"Walkthrough" means a brief unannounced classroom observation conducted by the evaluator/designee.

Notification / Orientation

An employee will be notified as to their placement on the evaluation cycle during the first three (3) weeks of the school year.

Within three (3) weeks after the beginning of each school year, the building principal or appropriate supervisor shall acquaint each employee under their supervision with the evaluation procedures, standards & criteria, and instruments based on the Iowa Teaching Standards. They should also advise each employee as to the designated supervisors who will observe and evaluate his or her performance. No evaluation shall take place until such orientation has been completed. They should also advise each employee as to requirements for developing Individual Career Development Plans and developing artifact documentation.

Representation

The teacher may have a representative present at any meeting involving their evaluation.

ARTICLE XI: SENIORITY PROVISIONS

A. DETERMINATION OF SENIORITY

Seniority shall be district-wide except as may be amended by Article IX: Staff Reduction and Realignment Procedures and shall be computed from the date the employee signed the individual contract. Employees who work half-time or more shall accrue seniority in the same manner as full-time employees. Employees who work less than half-time shall accrue seniority on a pro rata basis. An employee who is laid off, on unpaid leave for more than thirty (30) days, or who has been promoted out of the bargaining unit will have their seniority frozen until they return to the bargaining unit.

If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of the agreement shall be determined by drawing lots.

B. NOTICE

Pending vacancies occurring within the professional teaching staff and/or extra-duty assignments of this school district will be so identified in the Superintendent's Bulletin during the school year.

During the summer vacation, notices will be sent by certified mail to staff members who have a written application on file corresponding to the pending vacancy. The qualifications for the positions, its duties, and the rate of compensation shall be included in the notification. For consideration, response to this communication must be received by the Superintendent within three (3) days of the mailing date.

C. APPLICATION PROCEDURE

Employees who desire to apply for vacancies or who desire a change of assignment shall submit their written application to the Superintendent each year.

D. SELECTION OF APPLICANTS

If a teaching vacancy is filled from within the district, it will be filled on the basis of seniority. Should applicants be from both within and without the district, seniority shall be one of the factors. When filling a vacancy, the Board is not restricted to the current teaching staff of this school system.

ARTICLE XII: INVOLUNTARY TRANSFER

A. DEFINITION

1. Transfer

   The movement of an employee from a different job classification, subject area, grade level, or from one building to another within the school district without reduction of full time equivalency is considered a transfer.

2. Vacancy

   A vacancy is any newly created position; or a position that an employee leaves for reason of resignation, termination, or staff reduction.

   Transfers to fill vacancies may occur only when there is no one with recall rights (Article IX. C), and when there are no letters of application for the vacancy from within the district (Article XI. C-D). When a transfer is used to fill a vacancy, the resulting unfilled position is a vacancy.

B. Notice of an involuntary transfer shall be given in writing to the employee by July 1. However, any employee who is subject to involuntary transfer due to vacancies occurring after July 1 shall be notified as soon as possible.

C. REMEDIATION

An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative, and the Superintendent at which time the employee shall be given written reasons therefore. An involuntary transfer may not be made for arbitrary and/or capricious reasons. Grievances may be filed on involuntary transfers when there is reason to believe that the transfer was arbitrary and/or capricious. The employee may appeal the involuntary transfer or reassignment at the appropriate level of the Grievance Procedure, Article III. Should the grievance be taken to arbitration, only the arbitrary and capricious reasons shall be pursued. The decision and remedy specified by the arbitrator shall prevail.

ARTICLE XIII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PROFESSIONAL CONFERENCES

1. DEFINITION

Professional conferences shall be defined as conferences, workshops, and meetings sponsored by state and/or national organizations concerned with the assigned duties of the employee and in which the employee holds membership.

2. APPLICATION PROCEDURES

The employee desiring to attend such a conference must make application to the Professional Development Committee or to their principal as stated in Article XV: Temporary Leaves - section 4 Educational Leave prior to said conference. The recommendation of the Professional Development Committee or principal will be forwarded to the Board for their action on said request at their next regular meetings. The Board shall have the non-grievable discretion to approve or disapprove said request.

3. COSTS

The Board will assume reasonable costs of registration, travel, meals, and lodging upon the presentation of receipts for all approved conferences that are attended. An employee shall be granted sufficient leave time to attend without loss of compensation.

4. PROFESSIONAL DAYS

Each employee will have the opportunity to attend one (1) day of professional leave of their choice. Each employee shall have a maximum of five (5) days to be used for professional leave or conferences. Professional leave days may be used for any educational purpose selected by the employee and approved by the Professional Development Committee or principal. The employee planning to use a professional leave day shall notify his/her principal at least one week in advance of his/her absence or forward the application to the Professional Development Committee as stated in Article XIII, Section 2.

A written report shall be made to the Professional Development Committee or principal within five days of the leave. District and state required Professional Developments shall be considered exceptions to the five day maximum.

B. PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

The Professional Development Committee shall consist of three members appointed by the Board and three members appointed by the Association. Employee representation shall include all schools.

2. DUTIES

The Professional Development Committee shall be responsible for the planning and the evaluation of Professional Development Programs and with forwarding such planning and evaluation to the Board for their consideration and approval.

3. TIME

No instructional time will be used for the purpose of any activities of the Professional Development Committee without the specific approval of the Board.

ARTICLE XIV: SICK LEAVE

A. ACCUMULATIVE BENEFITS

All employees shall be entitled to accumulative sick leave at the rate of fifteen (15) days per year for six (6) consecutive years. Thereafter, sick leave shall accumulate at the rate of ten (10) days per year of consecutive employment until the maximum of 180 days is accumulated. Employees may utilize four (4) sick leave days per year for an immediate family member's illness or disability. Employees may accumulate unused family illness days to a total of eight (8) days.

B. EXTENDED CONTRACTS

Employees on extended contracts shall receive two (2) days of non-accumulative sick leave for each twenty (20) working days per work year.

C. TRANSFER OF SICK LEAVE

Teachers having teaching experience immediately prior to employment in this school district are to receive up to twenty (20) days additional sick leave only to the extent that such leave had been accumulated in the previous school district.

D. NOTIFICATION

Employees shall be given a written accounting of accumulated sick leave days no later than the second pay period of each school year.

E. JOB RELATED INJURY

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave benefits, provided that the Board shall pay to such employee the difference between his or her salary and benefits received under any workman's compensation benefits. Such benefits will not extend beyond 180 school days.

F. JOB RELATED QUARANTINE

Absence as required by the State or County Health Department due to exposure to Whooping Cough or Mumps will not be charged against the employee sick leave.

ARTICLE XV: TEMPORARY LEAVES

A. PAID LEAVE

1. PERSONAL

At the beginning of every school year, each employee shall be credited with two (2) days to be used by the employee. An employee may choose to accumulate personal days up to five (5) days. A personal day may be used at the discretion of the employee. An employee planning to use a personal leave day shall notify his or her principal at least one day in advance. Personal leave by more than five (5) employees on any one day is prohibited. Employees not utilizing personal leave within a given school year have the choice to accumulate the days or be reimbursed at the current rate of pay being paid to substitute teachers in the district.

EARNING ADDITIONAL PERSONAL DAYS

Employees may earn one additional personal day each year when they have completed a year without using any sick days or any family illness days.

2. JURY AND LEGAL

An employee called for jury duty during school hours or who is subpoenaed in any proceedings shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the district. The District will return the mileage fee to the employee.

3. ASSOCIATION

Up to six (6) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations. An additional nineteen (19) days shall be provided, for which the Association shall be assessed the costs for the substitutes.

Request for such leave must be given in writing to the principal at least five (5) school days prior to such leave.

4. EDUCATIONAL

Leaves for educational purposes may be granted at the discretion of the principal. The discretion is not a grievable subject. The employee requesting such leave shall notify the principal the reasons for such request one week in advance of the absence. Educational leave days shall be used for the purpose of:

a. Visitation to view other instructional techniques or programs.

b. Conferences, workshops, or seminars conducted to improve instructional techniques and curriculum.

c. Presentation of educationally-related programs to conferences or to other school districts.

d. State level competition for coaches and program sponsors

5. BEREAVEMENT

Up to five (5) days shall be granted at the request of an employee at any one time in the event of the death or serious illness of any employee's spouse, child, son-in-law, daughter-in-law, brother, sister, parent, grandparent, father-in-law, or mother-in-law.
Employees shall be granted up to one (1) day in the event of the death of any friend or relative not listed above. In the event of the death of an employee or student in the North Tama County Community School District, the principal of said employee or said student shall grant to an appropriate number of employees sufficient time to attend the funeral.

6. SELECTIVE SERVICE PHYSICAL

Employees called for selective service physical examinations shall be excused without loss of pay for such purpose.

B. UNPAID LEAVE

1. PARENTAL LEAVE

a. An employee who has completed at least two (2) years of employment with the District shall be granted a leave of absence for up to one (1) year without pay for the purpose of caring for the employee's pre-school age child. When the employee expects to use this leave, the Superintendent shall be notified in writing of such intent at least sixty (60) calendar days prior to commencing said leave to insure that a substitute or replacement can be obtained. The commencing of said leave must correspond to the beginning of a semester. When the employee expects to return, the Superintendent shall be notified in writing of such return at least sixty (60) calendar days prior to such return. The return is limited to the beginning of a semester. Upon returning to employment, the employee shall assume all previous rights and privileges.

b. Employees may use accumulated sick leave for absences medically indicated by a physician occasioned from pregnancy, child birth, and complications resulting therefrom, and for recovering from child birth or miscarriage.

2. OTHER UNPAID LEAVES OF ABSENCE

Temporary leaves of absence without pay may be granted in writing by the principal for good reason at his or her discretion. His or her discretion is not subject to the grievance procedure.

C. FAMILY MEDICAL AND EXTENDED LEAVE

The provisions of the Family Medical and Extended Leave Act of 1993 are hereby incorporated into this Agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provision of this Agreement. Corresponding paid leaves on the contract will substitute for FMLA.

ARTICLE XVI: EXTENDED UNPAID LEAVES OF ABSENCE

A. LEAVE FOR IMMEDIATE FAMILY

All employees shall be eligible for unpaid leave of absence for members of the immediate family subject to the following conditions. The immediate family is defined as mother, father, son, daughter, sister, brother, husband, or wife.

1. NOTIFICATION

The employee shall notify the Superintendent in writing as soon as the employee foresees any necessity to alter employment commitments as a result of illness or disability of a member of the immediate family of the employee. If differences of opinion exist regarding the necessity of such leave, a written statement from the employee's family physician may be required. Five (5) school days shall be allowed prior to commencing said leave to insure that a substitute or replacement can be obtained.

2. LIMITATION AND RETURN RIGHTS

This leave may be extended one year beyond the end of the school year in which said leave was originally taken. When the employee expects to return, the Superintendent shall be notified in writing of such return at least thirty (30) calendar days prior to such return. The return is limited to a semester break. Upon returning to employment, the employee shall assume all previous rights and privileges.

3. BENEFITS

All benefits will cease two (2) calendar months after this leave commences. When the employee returns to duty, the benefits that had accrued prior to the leave will be in force.

B. ASSOCIATION

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the State or National Association. The request for such leave shall require advanced written notification to the Board of at least ninety (90) days prior to said leave. Upon return, such employees shall maintain all previous benefits and position on the salary schedule as had been accrued previous to such leave. This leave shall coincide with the school year and advanced written notification of such return will be required ninety (90) days prior to return.

C. MILITARY

Leave of absence shall be granted for any period of Active State or Federal Military Service as provided in Chapter 29A of the Code of Iowa. Sixty (60) days prior to completion of said military service, the employee shall present written notification to the Board of his or her desire for reinstatement to his or her former position. Such reinstatement shall commence at the beginning of the semester after said release from the service.

D. PUBLIC OFFICE

A leave of absence without pay not to exceed the term of such public office shall be granted to any employee for the purpose of serving in a public office. The request for such leave of absence shall be in writing at least thirty (30) days prior to the effective date of such leave. An employee will retain all rights, privileges, and benefits as had been accrued prior to such leave.

E. CAMPAIGNING FOR PUBLIC OFFICE

An unpaid leave of absence not to exceed six (6) months shall be granted any employee who wishes to campaign for public office. The terms of application and leave are those under D, PUBLIC OFFICE. Fringe benefits may be maintained at the expense of the employee.

F. EDUCATIONAL IMPROVEMENT

An unpaid leave of absence shall be granted for up to a maximum of one (1) year for an employee who has completed at least two (2) years of employment with the District for continuing education of employee at an accredited college or university, provided the District is able to find a suitable replacement. The study involved must be related to the educational profession. Request for this leave must be made by March 1st prior to the effective date of said leave. All benefits and salary will be those accrued prior to said leave plus credit for any applicable college hours. This leave is non-renewable and an employee may only use this once during his or her tenure in this school district. The employee is responsible for notifying the Board in writing of his or her return by March 1 prior to the time of such return. The leave must coincide with the school district calendar year.

G. OUTSIDE TEACHING

An unpaid leave of absence may be granted up to a maximum of two (2) years for an employee who has completed three (3) years of employment with the District to teach in a Federal or Church related program such as Vista, Peace Corps, or any overseas program. Request for such leave must be made by March 1st prior to the effective date of said leave. All benefits and salary will be those that would have been accrued had the employment been in this school district. An employee may use this benefit only once during his or her tenure in this school district. An employee is responsible for written notification to the Board concerning his or her return by March 1st prior to the time of such return.

H. OTHER UNPAID LEAVES OF ABSENCE

Other extended unpaid leaves of absence without pay may be granted in writing by the Board at their discretion. Such decisions are not subject to the grievance procedure.

ARTICLE XVII: WAGES AND SALARIES

A. SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Schedule 3, which is attached hereto and made a part of this agreement.

B. PLACEMENT ON SALARY SCHEDULE

1. ADJUSTMENT TO THE SALARY SCHEDULE

Each employee shall be placed on this schedule at the appropriate step in relation to the past year's schedule. An employee who has at least 90 days of experience will be granted full credit for 1 step on the salary schedule.

2. CREDIT FOR EXPERIENCE

Credit for up to eight (8) years' experience on the salary schedule will be granted for teaching experience outside of this school district verified by the immediate supervisor of said teacher.

Credit beyond eight (8) years' experience on the salary schedule may be granted at the Employer's discretion, but in no event shall a teacher be paid more than what the salary schedule provides.

3. RETURNING TO THE DISTRICT

An employee with previous teaching experience in the North Tama County Community School District shall be placed on the salary schedule at a step appropriate to and including the previous teaching experience and any subsequent teaching experience after leaving the North Tama County Community School District. Such teaching must be verified by the immediate supervisor of said teacher.

C. ADVANCEMENT ON THE SALARY SCHEDULE

1. INCREMENTS

Employees on the regular salary schedule shall be granted one increment (or vertical step) on the schedule for each year of experience until the maximum for their educational classification is reached.

2. EDUCATIONAL LANES

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he or she shall file suitable evidence of additional educational credit with the Superintendent not later than the fifteenth (15th) school day of each semester. Educational credit shall be in the educational or teaching field and no credit beyond the B.A.+30 lane will be given credits not applied to the teaching field of the employee. No educational lane change will be granted after the fifteenth (15th) school day of each semester.

3. CAREER INCREMENT

Employees at the top of each step for a period of one year will receive a career increment in the amount of $1920.
The career increment for the second year shall be an additional $610.
The career increment for the third year shall be an additional $930.
Should an employee change lanes, he or she will be placed at the appropriate place on the salary schedule. An employee may automatically requalify for the career increment if their years of experience exceed the number of steps in the new lane.

4. PAY DAY

The pay day will be the 15th of each month or if the 15th falls on a weekend or holiday, the pay day will be the closest work day before the 15th.

5. DIRECT DEPOSIT

Employees shall be given the option of having their pay directly deposited into a financial institution of their choice. This direct deposit will be sent so that the employee will have access to their salary on the 15th of each month.

6. ADDITIONAL PROFESSIONAL DEVELOPMENT DAY

One (1) day may be added to the contract if the state funds payment of the same. To the extent that the state funds less than per diem, but requires the additional one day, the parties to negotiate pay for the one (1) day.

NORTH TAMA COUNTY COMMUNITY SCHOOLS
2006-2007 Salary Schedule
(revised 05.18.06)

	BA	BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20
0	$26,160	$26,675	$27,190	$27,705	$28,330	$28,845	$29,360
1	$26,900	$27,425	$27,950	$28,475	$29,110	$29,635	$30,160
2	$27,640	$28,175	$28,710	$29,245	$29,890	$30,425	$30,960
3	$28,380	$28,925	$29,470	$30,015	$30,670	$31,215	$31,760
4	$29,130	$29,685	$30,240	$30,795	$31,460	$32,015	$32,570
5	$29,880	$30,445	$31,010	$31,575	$32,250	$32,815	$33,380
6	$30,630	$31,205	$31,780	$32,355	$33,040	$33,615	$34,190
7	$31,380	$31,965	$32,550	$33,135	$33,830	$34,415	$35,000
8	$32,140	$32,735	$33,330	$33,925	$34,630	$35,225	$35,820
9	$32,900	$33,505	$34,110	$34,715	$35,430	$36,035	$36,640
10	$33,660	$34,275	$34,890	$35,505	$36,230	$36,845	$37,460
11	$34,420	$35,045	$35,670	$36,295	$37,030	$37,655	$38,280
12		$35,825	$36,460	$37,095	$37,840	$38,475	$39,110
13			$37,250	$37,895	$38,650	$39,295	$39,940
14				$38,695	$39,460	$40,115	$40,770
15					$40,270	$40,935	$41,600
16						$41,765	$42,440
17							$43,280
Car. Inc.	$36,340	$37,745	$39,170	$40,615	$42,190	$43,685	$45,200
Car. Inc. 2	$36,950	$38,355	$39,780	$41,225	$42,800	$44,295	$45,810
Car. Inc. 3	$37,880	$39,285	$40,710	$42,155	$43,730	$45,225	$46,740

ARTICLE XVIII: SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES

1. RATES OF PAY

Employee assignments in extra-curricular activities which extend beyond the regularly scheduled day are considered a part of the contract between the employee and the Board. Compensation will be according to the rate established in Schedule 4, which is attached hereto and made a part thereof.

B. EXPENSES OF TRAVELING EMPLOYEES

1. Schedule of employees who are assigned to more than one school shall be arranged so that no such employee shall be required during the regular school day, without his or her written consent, to engage in inter-school travel of more than twenty-five (25) miles per day.

2. Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty-five (25¢) cents per mile for all such driving.

3. The Board shall provide liability insurance over and above the employee's personal liability policy for all such employee-owned automobiles used for such purpose indicated in item two (2) above.

C. TECHNOLOGY SUPPORT

Technology position with curriculum emphasis shall be added to the supplemental schedule at two times the rate of a head coach major sport.

NORTH TAMA COUNTY COMMUNITY SCHOOLS
SUPPLEMENTAL PAY SCHEDULE

(revised 05.21.06)

Yrs Experience	0		1		2		3		4		CAREER	
Instrumental Music HS	6.5%	$1,700	7.5%	$1,962	8.5%	$2,224	9.5%	$2,485			11.0%	$2,878
Instrumental Music JH	4.5%	$1,177	5.5%	$1,439	6.5%	$1,700					7.5%	$1,962
Instrumental Music Summer	3.0%	$785	4.0%	$1,046	5.0%	$1,308					6.5%	$1,700
Vocal Music HS	5.5%	$1,439	6.5%	$1,700	7.5%	$1,962	8.5%	$2,224			10.0%	$2,616
Vocal Music JH	3.0%	$785	4.0%	$1,046	5.0%	$1,308					6.5%	$1,700
Athletic Trainer	8.5%	$2,224	9.5%	$2,485	10.5%	$2,747	12.0%	$3,139	13.5%	$3,532	15.5%	$4,055
Hd Coach Maj (F, V, BB, GB W, B, S)	8.5%	$2,224	9.5%	$2,485	10.5%	$2,747	12.0%	$3,139	13.5%	$3,532	15.5%	$4,055
Hd Coach Minor (Wt,CC,BT,GT,G)	5.5%	$1,439	6.0%	$1,570	6.5%	$1,700	7.0%	$1,831			8.0%	$2,093
Assistant Coach Major	5.5%	$1,439	6.0%	$1,570	6.5%	$1,700	7.0%	$1,831			8.0%	$2,093
Assistant Coach Minor	3.5%	$916	4.5%	$1,177	5.5%	$1,439					6.5%	$1,700
7-8 BB, GB Wr, VB	4.5%	$1,177	5.0%	$1,308	5.5%	$1,439	6.0%	$1,570	6.5%	$1,700	7.0%	$1,831
7-8 Base, SB	5.0%	$1,308	5.5%	$1,439	6.0%	$1,570	6.5%	$1,700	7.0%	$1,831	7.5%	$1,962
7-8 Asst VB, BB	3.0%	$785	3.5%	$916	4.0%	$1,046	4.5%	$1,177			5.0%	$1,308
7-8 Football	4.5%	$1,177	5.0%	$1,308	5.5%	$1,439	6.0%	$1,570	6.5%	$1,700	7.0%	$1,831
7-8 Assistant FB	3.0%	$785	3.5%	$916	4.0%	$1,046	4.5%	$1,177			5.0%	$1,308
7-8 Track	3.0%	$785	3.5%	$916	4.0%	$1,046	4.5%	$1,177			5.0%	$1,308
7-8 Assistant Track	2.5%	$654	3.0%	$785	3.5%	$916					4.0%	$1,046
HS Cheerleading	4.5%	$1,177	5.5%	$1,439	6.5%	$1,700					7.5%	$1,962
JH Cheerleading											1.2%	$314
Play, Musical	2.5%	$654	3.0%	$785	3.5%	$916					4.0%	$1,046
Speech	4.5%	$1,177	5.0%	$1,308	5.5%	$1,439					6.5%	$1,700
FCCLA, FFA	4.5%	$1,177	5.0%	$1,308	5.5%	$1,439					6.5%	$1,700
Safety Patrol	2.5%	$654	3.0%	$785							3.5%	$916
Art; Curriculum; HS St. Co.	3.00%	$785									3.50%	$916
Prom (2); HC; NHS; JH St. Co.	2.25%	$589									2.50%	$654
Letters; Pep; Spanish	2.25%	$589									2.50%	$654
Speech Club, Thespians	2.25%	$589									2.50%	$654
Technology	17.0%	$4,447	19.0%	$4,970	21.0%	$5,494	24.0%	$6,278			31.0%	$8,110
Summer Dr Ed	$215.00	Per/Student										
$26,160												

ARTICLE XIX: INSURANCES

A. TYPES
The Board agrees to provide all employees the following full-paid insurance protection:

1. HEALTH AND MAJOR MEDICAL
Each employee shall be covered by a health and major medical program with benefits as are provided under the present plan insofar as are allowable by the insurer. For the 2006-2007 school year the base insurance plan will be the John Deere Health Choice Standard with a deductible of $1,500/$3,000, an out of pocket maximum of $2,500/$5,000 and a $10/$20 Drug Card. (A copy of the *Benefits At A Glance* for this plan is attached)
In the event that the Board is unable to purchase a program with these benefits, the parties will negotiate changes to fit a program which the Board is able to purchase.

If more than one plan is made available to employees, those choosing a plan at an amount less than the cost of the specified plan may apply the difference for family coverage or toward an annuity; those choosing a plan at an amount more than the cost of the specified plan will be responsible to pay the additional cost.
(A copy of the *Benefits At A Glance* for such plan is attached)

The Board will pay $20.00 per month for family coverage or a like sum toward an annuity for those employees who so desire the same.

2. LIABILITY INSURANCE
All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

3. TERM LIFE INSURANCE
Each employee shall be covered by a term life insurance program paid for by the Board that provides a death benefit of $30,000, double for accidental death, underwritten by carrier approved by the Board.

4. DISABILITY
Each employee shall be covered by a long term disability insurance program, fully paid for by the board at a $30,000 benefit.

5 FLEX BENEFIT (SECTION 125) PLAN
Each employee shall have the option to participate in an insurance benefit which allows them to set aside pre-tax dollars to be used at their discretion for additional health benefits. Each employee will decide yearly if they want to enroll in this plan. Each employee who participates will designate an amount to be set aside for this benefit. The District will administer this benefit for district employees.

B. COVERAGE
The Board provided insurance program shall be for twelve (12) consecutive months (beginning September 1, ending August 31). Employees entering the district during the school term shall be covered by insurance programs no later than one (1) month after the initial employment. Employees resigning during the school term automatically cancel their insurance coverage.

C. DESCRIPTION
The Board shall provide each employee a description of the insurance coverage provided herein no more than thirty (30) calendar days after the beginning of the school term. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. 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 sick leave shall continue to have Board contributions made according to the level described above.

JOHN DEERE HEALTH

Medical Benefits At-A-Glance

Benefit Features	Member Responsibility: Network	Member Responsibility: Point of Service
Deductible (Calendar Year)	$1,500 individual / $3,000 family combined	
Out-of-Pocket Maximum (Calendar Year)	$2,500 individual / $5,000 family combined	
Lifetime Benefit Maximum	$5,000,000	
Physician Medical Services		
Allergy Injections	0% coinsurance †	Not covered
Allergy Testing	$20 copayment/visit †	Not covered
Home Visits	$20 copayment/visit †	30% after deductible
Hospital - Inpatient Visits	20% after deductible	30% after deductible
Immunizations	0% coinsurance †	30% coinsurance † *
Injections - Physician's Office	20% coinsurance †	30% after deductible
Maternity Care	$100 copayment/pregnancy †	30% after deductible
Newborn Baby Care	20% after deductible	30% after deductible
Nursing Facility Visits	20% after deductible	30% after deductible
Office Visits	$20 copayment/visit †	30% after deductible
Outpatient Physician Services	20% after deductible	30% after deductible
Routine Physical Exam	$20 copayment/visit †	30% coinsurance † *
Surgical Services - Inpatient	20% after deductible	30% after deductible
Surgical Services - Outpatient	20% after deductible	30% after deductible
Surgical Services - Office	$20 copayment/surgery †	30% after deductible
Well Child Care	$20 copayment/visit †	30% coinsurance † *
Emergency Services		
Ambulance	0% coinsurance †	0% coinsurance †
Emergency Room Facility	$50 copayment/visit †	$50 copayment/visit †
Emergency Room Physician Care	20% coinsurance †	20% coinsurance †

Initial care only of a medical emergency is covered. Follow up care obtained in the emergency room is not covered. Emergency room copayment will be waived if admitted.

Facility Services		
Inpatient Hospital (Semi-Private Room)	20% after deductible	30% after deductible
Outpatient Facility or Surgi-Center Services	20% after deductible	30% after deductible
Nursing Facility *(Limited to 100 days combined per calendar year)*	20% after deductible	30% after deductible
Home Health Care *(Must be approved in advance by JDHP)*	20% after deductible	Not covered
Medical Equipment		
Durable Medical Equipment • Prosthetic Devices	20% after deductible	Not covered
Outpatient Rehabilitative Therapy		
Physical • Speech • Occupational	20% after deductible	30% after deductible

Member is limited to 60 outpatient network and point of service treatment days combined per calendar year. Speech therapy will only be covered for residual speech impairment resulting from a stroke, accidental injury, or surgery to the head or neck.

Benefits	Member Responsibility	
	Network	**Point of Service**
Radiation Therapy & Chemotherapy		
Hospital (Outpatient)	20% after deductible	30% after deductible
Office	20% coinsurance †	30% after deductible
X-Ray and Laboratory Services		
Hospital (Outpatient)	0% coinsurance †	30% after deductible
As part of a preventive exam	0% coinsurance †	30% coinsurance †*
Office	0% coinsurance †	30% after deductible
As part of a preventive exam	0% coinsurance †	30% coinsurance †*
Mental Health Services		
Inpatient Facility *(30 days per calendar year)*	20% after deductible	30% after deductible
Inpatient Physician *(30 visits per calendar year)*	20% after deductible	30% after deductible
Outpatient Facility	20% after deductible	30% after deductible
Outpatient Physician	20% after deductible	30% after deductible
Office Visits	$20 copayment/visit †	30% after deductible
(Combined Mental Health Outpatient and Office services are limited to 52 visits per calendar year.)		
Substance Abuse Services		
Inpatient Facility *(20 days per calendar year)*	20% after deductible	Not covered
Inpatient Physician *(20 visits per calendar year)*	20% after deductible	Not covered
Outpatient Facility *(30 days per calendar year)*	20% after deductible	Not covered
Outpatient Physician *(30 visits per calendar year)*	20% after deductible	Not covered
Office Visits *(20 visits per calendar year)*	20% after deductible	Not covered

Definitions

Copayment: The amount the member must pay for each medical service received, such as a physician office visit.

Coinsurance: The percentage of cost that the member must pay for services received.

Deductible: The amount the member must pay for health services, before the health plan begins to pay.

Maximum Out-of-Pocket Expense: The sum total amount of copayments, coinsurance and deductibles, as shown above for an individual or family and paid by the member, after which--for the remainder of the calendar year--the health plan will pay 100% of the allowed charge for that member's subsequent covered health care services. However, amounts paid by the member in connection with any supplemental benefit riders will not apply toward the maximum out-of-pocket expense.
NOTE: The network and point of service maximum out-of-pocket expense are combined.

Exclusions

Non-covered benefits include, but are not limited to: services not medically necessary • experimental procedures or treatments • personal or convenience items • custodial care • cosmetic services or surgery • reversal of sterilization • infertility services • food or food supplements • over-the-counter drugs • dental, vision, hearing and prescription drugs (unless covered by supplemental benefit plan).

Note

- When multiple services are performed, the member may be subject to multiple copayments and/or coinsurance in addition to any applicable deductible.
- "Preventive Care" refers to routine/physical examinations and services recommended by the U.S. Preventive Services Task Force.

† Deductible does not apply.

* Non-network preventive services benefit applies only to children newborn through 6 years of age. Individuals over the age of 6 are not covered.

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JOHN DEERE HEALTH

Medical Benefits At-A-Glance

Benefit Features	Member Responsibility: Network	Member Responsibility: Point of Service
Deductible (Calendar Year)	$1,000 individual / $2,000 family combined	
Out-of-Pocket Maximum (Calendar Year)	$2,000 individual / $4,000 family combined	
Lifetime Benefit Maximum	$5,000,000	
Physician Medical Services		
Allergy Injections	0% coinsurance †	Not covered
Allergy Testing	$20 copayment/visit †	Not covered
Home Visits	$20 copayment/visit †	30% after deductible
Hospital - Inpatient Visits	20% after deductible	30% after deductible
Immunizations	0% coinsurance †	30% coinsurance † *
Injections - Physician's Office	20% coinsurance †	30% after deductible
Maternity Care	$100 copayment/pregnancy †	30% after deductible
Newborn Baby Care	20% after deductible	30% after deductible
Nursing Facility Visits	20% after deductible	30% after deductible
Office Visits	$20 copayment/visit †	30% after deductible
Outpatient Physician Services	20% after deductible	30% after deductible
Routine Physical Exam	$20 copayment/visit †	30% coinsurance † *
Surgical Services - Inpatient	20% after deductible	30% after deductible
Surgical Services - Outpatient	20% after deductible	30% after deductible
Surgical Services - Office	$20 copayment/surgery †	30% after deductible
Well Child Care	$20 copayment/visit †	30% coinsurance † *
Emergency Services		
Ambulance	0% coinsurance †	0% coinsurance †
Emergency Room Facility	$50 copayment/visit †	$50 copayment/visit †
Emergency Room Physician Care	20% coinsurance †	20% coinsurance †

Initial care only of a medical emergency is covered. Follow up care obtained in the emergency room is not covered. Emergency room copayment will be waived if admitted.

Facility Services		
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Mental Health Services		
Inpatient Facility *(30 days per calendar year)*	20% after deductible	30% after deductible
Inpatient Physician *(30 visits per calendar year)*	20% after deductible	30% after deductible
Outpatient Facility	20% after deductible	30% after deductible
Outpatient Physician	20% after deductible	30% after deductible
Office Visits	$20 copayment/visit †	30% after deductible
(Combined Mental Health Outpatient and Office services are limited to 52 visits per calendar year.)		
Substance Abuse Services		
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Inpatient Physician *(20 visits per calendar year)*	20% after deductible	Not covered
Outpatient Facility *(30 days per calendar year)*	20% after deductible	Not covered
Outpatient Physician *(30 visits per calendar year)*	20% after deductible	Not covered
Office Visits *(20 visits per calendar year)*	20% after deductible	Not covered

Definitions

Copayment: The amount the member must pay for each medical service received, such as a physician office visit.

Coinsurance: The percentage of cost that the member must pay for services received.

Deductible: The amount the member must pay for health services, before the health plan begins to pay.

Maximum Out-of-Pocket Expense: The sum total amount of copayments, coinsurance and deductibles, as shown above for an individual or family and paid by the member, after which--for the remainder of the calendar year--the health plan will pay 100% of the allowed charge for that member's subsequent covered health care services. However, amounts paid by the member in connection with any supplemental benefit riders will not apply toward the maximum out-of-pocket expense.
NOTE: The network and point of service maximum out-of-pocket expense are combined.

Exclusions

Non-covered benefits include, but are not limited to: services not medically necessary • experimental procedures or treatments • personal or convenience items • custodial care • cosmetic services or surgery • reversal of sterilization • infertility services • food or food supplements • over-the-counter drugs • dental, vision, hearing and prescription drugs (unless covered by supplemental benefit plan).

Note

- When multiple services are performed, the member may be subject to multiple copayments and/or coinsurance in addition to any applicable deductible.
- "Preventive Care" refers to routine/physical examinations and services recommended by the U.S. Preventive Services Task Force.

† Deductible does not apply.

* Non-network preventive services benefit applies only to children newborn through 6 years of age. Individuals over the age of 6 are not covered.

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Prescription Drug Benefits At-A-Glance

Benefit Features	Member Responsibility
Prescription Drugs	
Generic Equivalent *(Low Drug Copayment)*	$10 copayment
Brand Name (*High Drug Copayment)*	$20 copayment
Compounded Prescription (*Drug Coinsurance)*	50% coinsurance
Birth Control	
Generic Equivalent *(Low Drug Copayment)*	$10 copayment
Brand Name (*High Drug Copayment)*	$20 copayment
Diabetic Supplies	
Insulin Syringes	$10 copayment
Test strips, lancets, glucose monitors	Refer to your medical benefits *(reference Durable Medical Equipment)*

Definitions

Brand Name: You pay the highest copayment for brand name outpatient prescription drugs.
Compounded: A drug which is not commercially prepared by a licensed pharmaceutical manufacturer in a dosage form approved by the Food and Drug Administration (FDA) and which contains at least one ingredient classified as an outpatient prescription drug. You will pay 50% drug coinsurance when you receive a compounded prescription.
Generic Equivalent: A chemically equivalent form of a brand name drug for which the patent has expired. You pay the lowest drug copayment when your receive a generic drug.

Application of Drug Copayments and Drug Coinsurance

Drug copayments and drug coinsurance for outpatient prescription drugs do not apply toward the medical maximum out-of-pocket expense or deductible, if applicable.

Limitations

Prescription quantity shall be limited to the amount ordered by the attending physician. Quantity per prescription fill or refill shall not exceed a 30-day supply or such other day supply as authorized by JDHP. However, items on the 90-day supply list may be dispensed in quantities up to a maximum of 90-day supply through retail pharmacy or by mail order. You will be responsible for two (2) drug copayments for each 90-day supply. JDHP reserves the right to establish criteria and require prior authorization for certain outpatient prescription drugs.

Benefit Exclusions

Non-covered items include, but are not limited to: medications available over the counter (OTC), unless (1) such OTC medication has been designated by JDHP as eligible for coverage as if it were an outpatient prescription drug, and (2) such OTC medication is obtained with a prescription from an attending physician • growth hormone • therapeutic or prosthetic devices • drugs used for cosmetic purposes • drugs used to enhance physical or mental performance • treatment or supplies to promote smoking cessation • dietary supplements, medications or treatment used for appetite suppression or weight loss, and nutritional formulas and supplements • medication for the treatment or enhancement of sexual performance or function • drugs used for the treatment of infertility • drugs used for experimental purposes.

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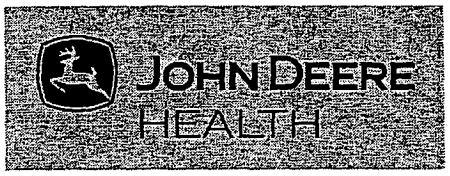

Chiropractic Benefits At-A-Glance

Benefits will be payable for chiropractic care provided by a Network Provider who is a licensed Doctor of Chiropractic (D.C.) and who has entered into an agreement with American WholeHealth Networks, Inc. (AWN) to provide chiropractic services for John Deere Health Plan, Inc. (JDHP). Services are subject to preauthorization by AWN.

Benefits payable under this supplemental rider do not apply toward any outpatient rehabilitative therapy limits as defined under the medical benefit plan. Benefits payable under this rider are not subject to deductibles, and copayments do not apply toward the medical maximum out-of-pocket expense.

Benefit Features — Member Responsibility

Covered Chiropractic Services ..... $20 copayment/visit

Diagnostic Evaluation and X-ray services for the purpose of diagnosing the appropriateness of chiropractic treatment • Diathermy • Electric Stimulation • Emergency Room • Massage • Medical Supplies • Office Visits • Spinal Manipulation • Traction • Ultrasound

Services by Non-Network Provider

Services provided by a Non-Network Provider must be preauthorized by AWN and will be paid according to the above schedule. Services received from a Non-Network Provider resulting from self-referral are not covered under this supplemental rider.

Benefit Exclusions

The following services are not payable under this rider: Acupressure • Acupuncture • Arch Supports • Biosoterometric Studies • Cervical Pillow • Chelation Therapy • Colonic Therapy or Irrigations • Computerized Axial Tomography • Durable Medical Equipment • Graphic X-ray Analysis • Hair Analysis • Hand Held Doppler • Heavy Metal Screening • Iridology • Iris Analysis • Kinesiology • Living Cell Analysis • Magnetic Resonance Imaging • Maintenance Care • Mineral Cellular Analysis • Moire Contourographic Analysis • Nutritional Counseling • Nutritional Supplements • Over-the-Counter Drugs or Preparations • Oxygen Therapy • Ream's Lab or Ream's Test • Rolfing • Sublingual or Oral Therapy • Thermographic Procedures • Toxic Metal Analysis.

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ARTICLE XXI: COMPLIANCE CLAUSES AND DURATION

A. 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.

B. PROOF READ

The District will provide the Association with a draft copy of the Master Contract within twenty-one (21) calendar days of the settlement. The Association will then have twenty-one (21) calendar days to proof-read the contract. If the Association has not returned their proofed version to the District within the twenty-one (21) calendar days, the District will submit their draft copy to the Public Relations Employment Board (PERB).

C. PRINTING AGREEMENT

The Board will pay the initial cost of printing the agreement. The Association will pay one-half the cost of printing of those copies they order. Employees other than members of the Association will pay for one-half of the cost of the printing for each copy ordered.

D. 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 telegram 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 605 Walnut St., Traer, Iowa 50675.
2. If by Board, to Association President, 605 Walnut St., Traer, Iowa 50675.

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

In witness------

North Tama County Education Association	North Tama County Community School District
PRESIDENT	PRESIDENT
CHIEF NEGOTIATOR	CHIEF NEGOTIATOR

MONITORING AND TICKET TAKING PROCESS

1. A listing of the dates and events for monitoring and ticket taking will be included with the August mailing to each staff member.
2. During the first Association meeting during Workshop days, the staff will sign up for one event. This will be done starting with the teacher with the most seniority choosing first. Staff members will choose events in their order of seniority.
3. A meeting with the support staff will be set up to offer opportunities for this group to volunteer to take tickets. The Association President and the Superintendent will conduct this meeting jointly. This will be done ASAP possibly during workshop days. Sign up can occur at this meeting or during the two week volunteer period for sign up.
4. The sign up sheets will be posted for two weeks in the main office to give additional time for volunteering. Voluntary sign ups done by teachers with low seniority will NOT eliminate them from having to fulfill another duty if there are remaining slots.
5. The Association President or Vice President will then determine how many slots still need to be filled. The Association representative will count up the seniority list the same number of slots that remain to be filled. The staff member at the top of this list chooses first. The Association representative must contact each person in order to complete the sign up.
6. A master list will be given to each administrator and to all employees of the district. In addition the list will be posted in all lounges. Employees will be given monitoring rules before their duty.
7. Staff members and support staff members who signed up must notify Mr. McDermott if they make a change from the original sign up. They must notify him as to who is their replacement and tell him what new event they will be working at.
8. Staff members and support staff members will receive written notification two days in advance of their assigned work day.

TEACHER COMPENSATION
Side Letter for the 2006-2007 School Year

The North Tama County Community School District is participating in the Student Achievement and Teacher Quality Program (SF476) for the **2006-2007** school year. The following distribution method will be used:

This distribution will be separate from and in addition to the bargained salaries, Phase I and Phase II for **2006-2007**.

1. Minimum salaries for the first-year beginning teachers, second-year beginning teachers, and Career 1 teachers will be paid according to the salary provisions of the law.

2. Any remaining funds from the District's appropriation will be distributed to all other teachers equally.

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

Funds will be distributed to teachers in two payments. The first payment will be prior to December 31, **2006**. The second payment will be prior to May 31, **2007**.