Schaller-Crestland CSD Schaller-Crestland EA 7/1/2006 6/30/2007

SCHALLER- CRESTLAND CSD/EA 06-07

Schaller-Crestland Community School

Master Contract

2006-2007

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ARTICLE I
PREAMBLE

The Board of Education of the Schaller-Crestland Community School District of Sac County, State of Iowa, hereinafter referred to as the Board, and the Schaller-Crestland Education Association, hereinafter referred to as the Association, agree to negotiate in good faith and further agree as follows:

ARTICLE II
RECOGNITION

A.

The Board recognizes the Association, as affiliate of the Iowa State Education Association (ISEA) and National Education Association (NEA) as the sole and exclusive negotiating agent for all personnel as set forth in Public Employment Relations (PERB) Certification Instrument (Case No._____) issued by PERB on the date of _____.

1. Included: All full-time and regular part-time professional personnel, including but not limited to: classroom teacher, guidance counselor, librarian, head teacher, Chapter I remedial reading teacher, and special education teacher.

2. Excluded: The Superintendent, building principal, or building supervisor, substitute teachers, teacher aides, teacher associates, all non-professional personnel, nurse and all others excluded under Section 4 of the Act.

B.

Definitions:

1. The term "Board" as used in this agreement, shall mean the Board of Education of the Schaller-Crestland Community School District or its duly authorized representative.

2. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.

3. The term "Association" as used in this Agreement, shall mean the Schaller-Crestland Education Association or its duly authorized representatives or agents.

ARTICLE III
GRIEVANCE PROCEDURE

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

B. A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, in order to resolve the complaint.

C. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant 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 teacher may be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher (party) or of the teaching and school staff.

E. All meetings and hearings under this procedure shall be conducted in private and should include only witnesses, the parties in interest, and their designated or selected representatives.

F. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

G. Released Time. When it is deemed necessary by the Board for an aggrieved person or an Association representative to meet during the workday with the Board or its designated representative regarding a grievance, said aggrieved person or Association representative shall be released without loss of compensation.

H. If a grievance is filed prior to the end of the contract term, it will be processed under the terms of this Article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.

I. A copy of the grievance form (Schedule C) is contained in the Appendix to this Agreement.

J. Steps and Time Limits in Grievance Procedure

1. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her Principal. A written report of the resolution or non-resolution will be given by the Principal to the employee within 5 business days of the conference.

2. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance form (Schedule C), and, at a mutually agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the grievance, and state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) business 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 and Superintendent within ten (10) business days after receipt of the grievance.

3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within (5) school days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the Principal.

4. Fourth Step. If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. The Association may submit in writing a request on behalf of the Association and the grieving employee to the Superintendent within thirty (30) calendar days from receipt of the third step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of arbitrators. The list shall consist of seven (7) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties then shall alternate removing names from the list until only one remains. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses of the arbitrator's services shall be borne equally by the School District and the Association.

K. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

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. The form of the assignment shall be set forth in Schedule D.

B. Regular Deduction. Pursuant to a 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 in June of each year. If the employee withdraws said authorization, then said employee is responsible for any remaining professional dues.

C. Duration. Such authorization shall continue in effect from year to year unless written notice is given to the Board and to the Association by September 5.

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

E. 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 June.

F. Termination of dues deduction. Thirty (30) days after written notification is given to both the Board and the Association by an employee, a termination of dues deduction shall occur.

ARTICLE V
OTHER PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and health insurance. No deduction shall be made unless the amount is equal to or exceed $20.00.

ARTICLE VI
WAGES AND SALARIES

A. Schedule The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof. Part-time employees will be paid by schedules in the same percentage for which they work.

B. Placement on the Salary Schedule

1. Adjustment to Salary Schedule. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below.

2. Credit for experience. Credit up to and including the seventh (7) step of any salary level on the employee salary schedule may be given for previous outside teaching experience in an accredited school. Upon initial employment, the Board may grant additional credit on the Salary Schedule.

C. Advancement on Salary Schedule

1. Increments. Employees on the regular salary schedule shall be granted one increment on 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 Schaller-Crestland Community School District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes.

a. 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,

b. To advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent by Sept.20 in the year he/she qualifies.

c. Educational credits that shall be accepted without prior Board approval will include the following:

1. graduate credit hours in the teaching area.
2. graduate credit hours in a present area of certification.
3. graduate credit hours in professional education courses.
4. graduate credit hours in a new area of certification.
5. graduate hours for a masters degree in education
6. graduate hours for a masters degree in the teaching area.
7. graduate hours for a masters degree in a certified area.
8. graduate hours for a masters degree in a new area of certification.

d. All other college and graduate hours outside the teaching area or certification area must have Administrative approval before any hours are taken in order to receive proper credit on the salary schedule.

D. Method of Payment

1. Pay Periods. Each employee shall be paid in twelve (12) equal installments on the 20th day of each month.

2. Direct Deposit. The Board shall deposit the employee's salary directly into an account at a bank, which the employee designates. A statement of earnings and deductions shall be made available to the employee on the regular payday.

3. Exceptions.

A. When a pay date falls on or during a school holiday, vacation or weekend, direct deposits shall be made on the last previous working contract day.

B. New teachers in the district have the option to receive one-half of their first month salary after the first two weeks of teaching. The other one-half month salary shall be directly deposited on the regular day of payment in an account at a bank, which the employee designates.

C. Employees, who are contracted for a sport or sponsor function only, may receive their pay check at the district office or they may designate that the pay check shall be mailed.

D. Employees with coaching positions on Schedule B may elect to receive their pay in the following installments:

*Middle School, Fifty percent (50%) of the total salary to be paid after one half of the season is completed and fifty percent (50%) of the total salary to be paid upon completion of the season.

*High School. One third (1/3) of the total salary to be paid at the following times: 1)after one third (1/3) of the season is completed, 2)after two thirds of the season is completed, 3)at the completion of the season.

These payments shall be made at the next regular pay period.

4. Summer statements. Statements of earnings and deductions for the summer months shall be made available at the district office on the regular payday. Those statements, which are not picked up on the regular payday, shall be mailed within two business days to the address designated by the employee.

5. Extra Summer Payments. Staff members engaged in summer teaching or coaching will be paid in three installments: one-half to be paid June 20, one-fourth to be paid July 20, and one-fourth to be paid at the time in which all equipment and/or uniforms have been checked in or accounted for and/or all paperwork has been completed. This final check shall be paid no earlier than July 20.

E. Summer school programs and activities are extensions of the just prior school year and salaries to be paid are a part of that school year's contract. EXAMPLE: The1995 summer programs are an extension of the 1994-95 school year.

F. Final Paychecks. If the funds are available, the District may grant a "lump sum" final payment to retiring teachers or to teachers leaving the District upon written request from the teacher.

G. Additional Pay. Employees shall be paid at a rate of $20 per hour for any administratively approved meeting, which takes place outside of the normal contract workday and is part of the District's 3-Year Professional Development Plan. The determination of whether a meeting is part of the District's 3-Year Professional Development Plan is within the sole discretion of the District and is not grievable. The rate of pay will be calculated to the nearest quarter hour and will be paid to the employee in the employee's next regular pay period. This paragraph will only be in effect until the end of the 2007-2008 contract year. At that time, it will be removed from the collective bargaining agreement unless both the Association and the Board mutually agree to continue to include it in the collective bargaining agreement.

ARTICLE VII
EXTRA-CURRICULAR ACTIVITIES

A. Extra-Curricular Activities

1. Approved Activities. The Board and the Association agree that the extracurricular activities listed on Schedule B are official school-sponsored activities covered by school insurance.

2, Rate of Pay. Employee participation in extra-curricular activities which, extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule B which is attached hereto and made a part of thereof.

B. Expenses of Employees.

1. Regular Mileage. 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 set by Board Policy. Employees whose assignments require them to travel to more than one (1) school per day and who use their personal automobiles for said travel shall be reimbursed at the rate set by Board Policy for school-required travel to the extent that said travel causes them to deviate from the most direct round-trip route from their home to the site of their first assignment in the school day.

2. Other Mileage. The same allowance shall be given for use of personal automobiles for field trips or other business of the District approved by the Board or its designee, and the Board shall provide adequate liability insurance protection for employees when their personal automobiles are used, as provided in this section.

ARTICLE VIII
INSURANCE

A. Types. The Board agrees to provide all employees the following insurance protection:

1. Health and Major Medical Insurance: The Board agrees to provide a health and major medical insurance policy that is substantially similar to the current coverage. Current coverage shall be defined as the present policy option that has the least deductible and the least co-pay. It is further defined as the present policy option with the greatest premium cost. The Board agrees to pay all employees, who elect to take a policy option with a greater deductible and/or co-pay which results in lower monthly premiums, the difference of the two premiums. The employee may elect to choose one of the following options.
   a. Use the difference in premiums to pay for any spouse, dependent, or family premium.
   b. Use the difference in premiums to pay for an annuity.
   c. Use the difference in premiums as an increase in the regular monthly paycheck. This difference shall include the additional FICA and IPERS deductions.

   Any increase in insurance premium from year to year as estimated by the insurance carrier would be considered as part of a settlement package to be paid for from new monies.

2. Workers Compensation: Each employee shall be covered by Workers Compensation paid for by the Board.

3. School Liability: All employees shall be covered by a school-financed liability policy covering job-related and/or assigned duties. This coverage shall also protect an employee using his/her personal vehicle on a school-related or assigned duty. The school insurance shall be primary coverage except as to employees driving their personal cars. Then school insurance shall be excess coverage to employee's personal insurance policy.

4. Insurance Adjustment Option: With written authorization at contract time by the employee, the Board may pay for the Employee the family portion of the Health and Major Medical Insurance. This additional payment shall be deducted from the Employee's regular salary check. Refer to Schedule E.

5. Dependent Insurance: Each employee shall be granted $10 per month (not to exceed $120 yearly) toward their dependents Hospital and Major Medical Insurance costs. Employees not having dependents' Hospital and Major Medical Insurance shall be granted $10 per month (not to exceed $120 per year) toward the purchase of any annuity.

6. Disability Insurance: Each employee shall be covered by a disability insurance policy that will provide the employee with at least a payment equal to sixty percent (60%) of his/her gross salary while said employee is disabled. This payment shall be distributed as per insurance agreement.

B. Coverage: The Board-provided programs shall be twelve (12) consecutive months beginning one (1) month after initial employment. Initial employment will be recognized as the teacher's first workday of the contracted year.

C. Descriptions: The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year. 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 in which illness or accident occurs. Employees on paid leave shall continue to have Board contributions made according to the level described above.

E. Selection of Carriers and Policies: Health insurance program carriers and policies shall be selected jointly by the Board and Association and shall not change unless mutual agreement is reached between the Board and the Association to change carriers and/or policies.

ARTICLE IX
TEMPORARY/PAID LEAVES

A. Personal Leave

1. Employees shall be allowed three (3) days personal leave with pay to conduct important personal business that could not be conducted outside the normal workday.

2. Nothing less than one-half (1/2) day will be granted at each occurrence.

3. Applications must be made at least five (5) days in advance of the requested leave date, except in the case of an emergency situation.

4. There will be no days granted for one (1) day prior to or after a holiday or vacation period including summer vacation or during the first and last five days of school attendance or on semester test days, or parent-teacher conference days.

5. No more than two (2) employee's from the High School building, two (2) employees from grades TK-4, or two (2) employees from grades 5-8, shall be granted personal leave for the same day. Those who first apply will be granted first.

6. Exceptions to the preceding five (5) paragraphs may be granted by the Superintendent. Exceptions granted (or not granted) shall not be grievable.

B. Jury Duty. Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceedings shall be provided such time. Any remuneration the employee received during such leave shall be turned over to the Schaller-Crestland School District.

C. Bereavements

1. Up to five (5) days of leave per occurrence shall be granted for each death of an employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, or mother-in-law.

2. Up to three (3) days per occurrence shall be granted for death of sister-in-law, brother-in-law, grandparent, or grandchild.

3. Up to one (1) day per occurrence shall be granted for the funeral of a person not listed above. This may be used in half days. Prior permission from the administration must be obtained.

4. In the event distant travel is required, an additional day may be granted.

5. In the event of the death of a student in the Schaller-Crestland School District, the Principal or immediate supervisor of said employee shall grant the appropriate number of employees sufficient time to attend the funeral.

D. Professional Leave.

1. The Board and/or Superintendent may grant permission for teachers to attend professional meetings. An employee desiring to attend a professional meeting should make his/her request at least one (1) week in advance, if possible.

2. Registration fees, reasonable travel, meals and lodging expenses will be paid by the Employer.

E. Association Leave.

1. Up to six (6) days aggregate shall be available for representatives of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations at the discretion of the Association.

2. Leave shall not occur during the first week and last week of school or during semester test time or parent-teacher conferences.

3. The cost of the first two (2) substitute's shall be paid for by the Board.

4. All remaining substitute costs incurred by this leave shall be paid by the Association.

F. Extension or Other Temporary Leave. Other temporary leaves of absence with or without pay may be granted by the Superintendent or his/her designee. Section F of this Article is not grievable.

ARTICLE X
SICK LEAVE

A. Accumulative Benefits

1. All employees shall be entitled to leave of absence for personal illness or injury with full pay in the following amounts:

The first year of employment	ten (10) days
The second year of employment	eleven (11) days
The third year of employment	twelve (12) days
The fourth year of employment	thirteen (13) days
The fifth year of employment	fourteen (14) days

The sixth and subsequent years of consecutive employment will be fifteen (15) days per year.

2. Unused sick leave shall be accumulated from year to year with a maximum limit of one hundred five (105) days.

3. Three (3) days per occurrence of an employee's sick leave may be used for an illness or an injury of their immediate family.

a. Immediate family includes spouse, child, father, or mother.
b. Additional sick days may be taken for immediate family illness with pay beyond the three (3) days per occurrence if granted by the Superintendent.
c. If an employee has no sick days available, the Superintendent may grant additional leave days without pay for immediate family illness.
d. Subsections b and c are not grievable.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days upon request of the teacher.

C. Extended Leaves

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to the end of the school year in which the sick leave has been exhausted upon a written request by the employee.

D. Proof of Illness

The Board may require a certificated employee to furnish a doctor's statement to substantiate illness.

ARTICLE XI
EMPLOYEES HOURS

A. Workday

1. A regular workday for teachers shall consist of not more than eight (8) hours.

2. The employees shall be free to leave after buses leave on Friday and days preceding holiday recesses.

3. Employees will have a thirty (30) minute duty-free lunch each day.

4. Employees who travel between the two centers will be excluded from bus and recess duty.

5. The Superintendent or his/her designee in the high school, middle school, and the elementary school will have the authority to shorten the workday to provide for:

a) vacation time
b) school dismissal because of inclement weather.

Section A.5 is not grievable.

6. The Superintendent or his/her designee in the high school, middle school, and the elementary school will have the authority to lengthen the workday to provide for:

a) educational needs of the students
b) staff meetings
c) child study teams
d) in-service with 2 weeks advance notice

B. Arrival and Departure

Employees covered by this Agreement may have later arrival times or earlier departure time for personal reasons on an individual basis when approved by the appropriate school administrator. Section B of this Article shall not be grievable.

C. Extra Duty Assignments

1. All certified employees shall be assigned three (3) extra duty assignments at no benefit.

2. The Employer reserves the right to make additional assignments but employees shall be paid $15 for duties three (3) hours or less, $20 for duties over three (3) hours, and $25 for duties over five (5) hours (e.g., track and music contests). All required duties, for all employees, shall be assigned before extra paid duties are assigned.

3. Extra duty assignments may include (but not limited to):

a) Supervisor at school-sponsored activities outside the regular workday.
b) Worker or helper at school-sponsored activities outside the regular workday.

4. Open houses or extravaganzas (not to exceed two events) will not be considered as extra duty assignments.

5. Duty assignments shall be divided into blocks of morning, afternoon, or evening assignments.

6. Pep bus chaperone shall not be assigned as an extra duty unless there are no volunteers. See Schedule B.

ARTICLE XII
EMPLOYEE WORK YEAR

A. In-School Work Year

1. Definition of School Work Year. The in-school work year shall include days when pupils are in attendance, in-service days, and holidays for a total of one hundred ninety-three (193) days. (180 days of student attendance, 6 in-service days, non-phase III paid, and 7 holidays.) One of the in-service days shall be used as a workday in the classroom to prepare for the school year. Exception: Any building level (elementary school, middle school, high school) may use that in-service day or a portion of it for staff development if given administrative approval.

2. Non-Attendance
   (a) Certified Employee attendance shall not be required whenever a student attendance is not required due to inclement weather.
   (b) If school is dismissed early because of inclement weather or emergency causing bad driving conditions, teachers shall be relieved of duty within 5 minutes after the route buses leave the school.

B. Holidays

1. The regular and extended contract of employees shall include the following paid holidays:
   Labor Day
   Thanksgiving
   Christmas
   New Year's Day
   Good Friday
   Memorial Day
   Fourth of July

2. President's Day shall be a non-attendance day except that the day shall be used as a snow makeup day provided a two-week notice is given.

C. Staff Input, Calendar. The administration shall solicit suggestions from representatives of the Association prior to recommending the school calendar for Board approval.

ARTICLE XIII
ASSIGNMENT OF EMPLOYEES

A. Each employee will be given notice of his/her salary schedule placement for the coming year upon his/her request. The administration will keep the teacher informed of the probable areas they will be teaching. As soon as the administration has made a decision on change of assignment, the teacher will be notified.

ARTICLE XIV
REDUCTION OR REALIGNMENT

A. Layoffs

The Board shall first attempt to reduce staff by attrition but when attrition is insufficient the Board shall apply the following procedures for reducing staff as set out below.

B. Criteria

Formal teaching evaluations, past and current are the most important criteria, because the goals of the administration and Board should be to provide the best education possible for students. If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications to do available work, consideration will be given to the teacher with greater continuous length of service in the district.

C. Notification

The administration shall provide written notice to each teacher who may possibly be affected by reduction or realignment of staff and specific written reasons for reduction or realignment of staff shall be given no later than March 31 preceding each school year.

D. Recall Rights

Any teacher laid off pursuant to this policy shall have recall rights for one (1) year from the effective date of his/her layoff and shall be recalled to any available position for which he/she is certified. The effective date shall be defined as the last workday of the school year.

E. Benefits

Any teacher re-employed by exercising his/her recall rights shall have restored his/her fringe benefits and placement on the salary schedule accrued at the time of layoff. Any teacher recalled to a position other than the position from which he/she was laid off shall be placed on a two-year probation.

F. Resignation and Terminations

Any employee who resigns upon request for reasons of staff reduction or realignment, or is laid off, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

ARTICLE XV
TRANSFERS

A. Definition

Transfer. The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer.

1.a. An elementary transfer is the assignment of an employee to a different grade level or category, and a secondary transfer takes place when the employee's school location is changed, or subject matter being taught, or both.

b. It is not a transfer when a teacher's schedule changes, or when the number of classes for any one course changes, or when a new subject is introduced that is less than one-half (1/2) the total assignment.

Voluntary Transfer. A voluntary transfer is a transfer requested by the employee.

Involuntary Transfer. An involuntary transfer is a transfer required by the District.

B. Voluntary Transfers

Employees who desire to change an assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the assignment to which the employee desires and the school or schools to which the employee desires to be transferred, in order of preference. The assignment requested must be vacant at the time of the request. The Board retains the right to accept or reject any and/or all requests for transfer,

C. Involuntary Transfer

1. An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, the Superintendent or his administrative designee and other appropriate administration representatives, at which time the employee shall be given written reason(s) for the transfer.

2. In the event that the employee objects to the transfer on the basis of the reason(s) provided at this meeting, the employee may appeal the involuntary transfer to the Board within fifteen (15) business days.

3. The Board shall hold a hearing within 10 business days of the appeal and render a written decision on the appeal within ten (10) business days of the hearing.

D. Priority in reassignment

A list of open positions in the School District shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. An employee transferred involuntarily because of a change in programming and/or pupil attendance or Board approved program modifications shall be given first consideration upon request for voluntary transfer the following year.

E. Return Rights

Any employee who shall be transferred to any instructional, administrative or supervisory position and who later returns to former status shall be entitled to retain such seniority rights and fringe benefits as may have accrued prior to such transfer.

ARTICLE XVI
SAFETY PROVISIONS

A. An employee may, within the scope of his/her employment and pursuant to Board policy, use and apply such amount of force as is reasonable and lawful to quell a disturbance threatening physical injury to others, for the purpose of self defense, and for the protection of persons and property. As soon as is reasonably possible, after the use of such force, the teacher shall conference with his/her Principal and/or Superintendent to concur on written documentation of such incident.

B. Assault on an employee. The following provisions shall apply when any employee is assaulted during the pursuit of or as the result of the pursuit of his/her duties.

1. Definition. Assault shall mean a physical attack upon an employee by another individual.

2. Leave and Time Lost. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and benefits for the period of such absence but shall not forfeit any sick leave, personal leave, or other professional advantage.

3. Reimbursement for Personal Property. The Board shall reimburse members of the bargaining unit for any loss, damage, or destruction of clothing or personal property of the individual and/or in his/her care while on duty in the school, on the school premises or during a school sponsored activity. Value of the damaged property shall be determined by a committee of three people. The Board, the administration, and the employee shall each choose a person to comprise this committee.

4. Doctor Release. The Board may require the employee to furnish a doctor's statement that the employee is released from the attending doctor's care.

ARTICLE XVII
EMPLOYEE EVALUATION PROCEDURE

A. Frequency

1. The classroom teaching performance of first year classroom teachers shall be formally evaluated a minimum of four (4) times each year. Second year classroom teachers shall be formally evaluated a minimum of two (2) times each year. All other classroom teachers shall have a formative or summative evaluation take place at least once per year. The only time the formative evaluation cycle is broken is if there is a teacher in need of intensive assistance. Those teachers on their formative 3-year Growth Plan will have their summative evaluation at the end of the 3-year cycle. Formative means yearly conversations with the principals regarding the 3-year Growth Plan. Summative means a formal teacher's evaluation.

B. Notification

1. Within six (6) weeks after the beginning of each school year, teachers shall be acquainted by the administrative staff concerning the evaluation procedures, evaluation instrument, and scales.

C. Formal Evaluations

1. All formal evaluations of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher. These evaluations will be conducted by the Principals to whom the teacher is assigned.

D. Results

1. Results of the summative evaluation provided for in section A above shall be preceded by an in-class observation of the teacher's performance.

2. Results after each formal classroom evaluation shall be in writing, with a copy given to the employee within ten (10) working days of the observation. The employee should sign the evaluation results confirming that a conference has been held.

3. The summative evaluation will identify the areas of strengths and deficiencies observed by the evaluator.

E. Report

1. The evaluator shall have a meeting with the teacher within ten (10) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

F. Teacher Reaction

1. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. This statement shall be attached to the evaluation form with an acknowledgment and signatures made on evaluation sheet that the statement was attached.

G. Subsequent and informal Evaluations

1. Any certified employee who disagrees with an evaluation may request a conference, which shall include the Superintendent, the Principal, the employee, and an Association Representative.

2. Informal evaluations may be performed throughout the year as a supplement to the formal evaluation. If the results of an informal evaluation are to be included in the employee's file, said evaluation must be a classroom observation of a reasonable length of time or a series of non-classroom observations of sufficient number to establish a pattern of performance.

H. Personnel File

1. All forms of evaluation by the administration shall be signed by the teacher and administrator before its inclusion in the personnel file and a photocopy of evaluation will be given to the employee.

2. The employee shall have the right to review the contents of his/her personnel file during regular working hours in the presence of the Superintendent and/or his/her designee. At the employee's request, a representative of the Association may accompany the employee during the review. Excluded from the review will be college credentials, which are not designated as available to be reviewed by the employee.

I. Evaluations shall not take place during the following periods of time:

1. First week of school
2. Last week of school
3. Two days prior to & after extended vacation periods
4. During semester test days

ARTICLE XVIII
COMPLIANCE CLAUSE AND DURATION

A. Compliance between Individual Contracts and Comprehensive Agreements

1. Any individual contracts between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

B. Separability

1. 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

A copy of this agreement shall be printed for the purpose of the signatures of the parties. One signed copy shall be provided to the Association. A copy of this agreement shall be on the District's website and shall be maintained there for the duration of the contract such that all employees would have access to the same through a computer. Written copies shall be available in the District office upon request by the employee.

D. Notices

1. Whenever any written notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions 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.

(a) If by Association, to the Board at the Superintendent's office.

(b) If by the Board, to the current Association President.

E. Duration Period

1. All parts of this Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. This Agreement shall continue in force and effect for equivalent periods, except as may be amended, or substituted by the Board and the Association through normal negotiation procedures.

F. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their Chief Negotiators, and their signature placed thereon, all on the 21 day of March, 2006.

ASSOCIATION	BOARD
BY Bret Warnke	BY Charles Struchen
President	President
BY James Jansen	BY Charles Struchen
Chief Negotiator	Chief Negotiator

Schaller-Crestland Comm. School
Schedule A
2006-2007

Step	BA	BA+12	BA+24	MA	MA+12
1	$27,129	$27,929	$28,779	$29,679	$30,629
2	$27,854	$28,704	$29,604	$30,554	$31,554
3	$28,579	$29,479	$30,429	$31,429	$32,479
4	$29,304	$30,254	$31,254	$32,304	$33,404
5	$30,029	$31,029	$32,079	$33,179	$34,329
6	$30,754	$31,804	$32,904	$34,054	$35,254
7	$31,479	$32,579	$33,729	$34,929	$36,179
8	$32,204	$33,354	$34,554	$35,804	$37,104
9	$32,929	$34,129	$35,379	$36,679	$38,029
10	$33,654	$34,904	$36,204	$37,554	$38,954
11		$35,679	$37,029	$38,429	$39,879
12			$37,854	$39,304	$40,804
13				$40,179	$41,729
14					$42,654

SCHEDULE B

This Schedule shall be in force with the following conditions: supplemental pay received in addition to the base salary will be based on the generator base of $27,129.

	Head	Assistant	Jr. High
Football	11.00%	9.00%	7.00%
Volleyball	11.00%	9.00%	7.00%
Basketball	11.00%	9.00%	7.00%
Wrestling	11.00%	9.00%	7.00%
Track	11.00%	9.00%	7.00%
Baseball	11.00%	9.00%	
Softball	11.00%	9.00%	
Golf	7.00%	2.00%	
Cross Country	7.00%	5.00%	
Cheerleading Sponsor			
Football	3.00%		
Wrestling	2.00%		
Basketball	2.00%		
Dance	1.00%		
Instrumental	8.25%	1.00%	
Secondary Vocal	8.25%	5.00%	
Elem. Vocal/Instrumental	1.00%		
Dramatics			
Fall Play	5.50%	3.00%	
Large Group Speech	2.75%	1.50%	
Small Group Speech	2.75%	1.50%	
Musical Music Director	5.50%		
Mock Trial	2.00%		2.00%
Yearbook	4.00%		
Student Council	3.00%		
Television Quiz Bowl	2.00%		
Physics Olympics	2.00%		
Senior Class Sponsor	1.00%		
Junior Class Sponsor	5.00%		
Sophomore Class Sponsor	4.00%		
Freshman Class Sponsor	4.00%		
National Honor Society	2.00%		

Pep Bus Chaperone-$ 10 for 3 hrs. or less/$15 for over 3 hrs./$20 for over 5 hrs. (assigned only if no volunteers), choice of extra duty or pay. Team Chaperone (per game) $10.

All chaperones chauffeuring students for shared activities at the opposite site will be compensated $5.00 per round trip. This will also include transporting students to home site after a shared activity.

SCHEDULE C

GRIEVANCE REPORT

#_____

_____
date filed

_____School District

_____Building

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

_____
Name of aggrieved person

LEVEL II

A. Date Violation Occurred_____

B. Section(s) of Contract Violated_____
_____
_____

C. Statement of Grievance*_____
_____
_____

D. Relief*_____
_____
_____

_____ _____
signature date

E. Disposition by Principal or Immediate Supervisor_____
_____
_____

_____ _____
Signature of Principal or immediate supervisor date

SCHEDULE D

DUES DEDUCTION AUTHORIZATION FORM

For Employer Use Only
Do Not Fill Out

_____
Employee No.

_____	_____
Date started	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount
_____	_____
Date	amount

Authorization for Payroll Deduction
for Education Association Dues

_____
first name initial last name

I hereby request and authorize the Board of Education of:

_____

as my remitting agent, to deduct from My earnings each month until this Authorization is changed or revoked As provided herein, a sufficient amount To provide for the monthly payment of the prevailing rate of dues, which Amount is to be remitted each month for me and on my behalf to the Treasurer of:

_____

It is understood that this authorization shall begin on September 20, 2006, and continue through June 20, 2007, unless revoked in writing by a thirty (30) day notice to my employer and to said Organization.

Date_____ Signature_____
Social Security No._____

Calculation and payment of Phase I and II money.

When Phase I and II money are totaled, employee Fica and Ipers deductions shall be subtracted from the total. This net total shall be divided by the total FTE (Full Time Equivalent). This amount shall be paid to each employee (part time employees shall be prorated based upon their FTE) in twelve (12) equal installments beginning with the regular payroll payment made in September. If either the FTE or the Phase I and II money changes throughout the year, a new installment, based upon the new figures, shall be recalculated.

Addendum to Schedule A

Calculation for Teacher Compensation Allocation

If the District participates in the Student Achievement and Teacher Quality Program (SF 476), 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.

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

Calculation of the supplement will be made as soon as possible when staffing is completed for the school year, but not later than October 15. Funds will be distributed half (1/2) on December 20 and half (1/2) on May 20.

Per Diem In-Service Payment

All employees shall be compensated 1/193 (one-one ninety-third) of his/her teaching salary for each day of in-service which employees are required to attend above the 193 day contract. These payments shall be made to the employees on the next regular pay period.