SERGEANT BLUFF-LUTON CSD/EA 06-07

Sergeant Bluff-Luton Community School District Master Contract

Between

Sergeant Bluff-Luton CSD

And

The Sergeant Bluff-Luton Education Association

2006-2007

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ARTICLE I
PREAMBLE

The Sergeant Bluff-Luton Community School District and the Sergeant Bluff-Luton Education Association hereby agree that they have negotiated in good faith and have agreed to the following:

ARTICLE 2
RECOGNITION

A. Unit

The Board hereby recognizes the Sergeant Bluff-Luton Education Association as certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case N. 175) issued by the PERB on the 15th day of September 1975. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative. If the parties cannot agree, they shall submit their disagreement to the PERB for a ruling.

The unit described in the above certification is as follows:

All full-time professional certified employees, including all classroom teachers: Departmentalized teacher, guidance counselor, librarian, special teacher – art teacher, business education teacher, speech teacher, exploratory course teacher, foreign language teacher, home economics teacher, industrial arts teacher, instrumental music teacher, physical education teacher, special reading teacher, and vocal music teacher.

Further, the bargaining unit shall exclude superintendent, building principals, per them substitute teacher, and other employees as excluded under Section 4 of the Iowa Public Employment Relations Act.

B. Definition

1. The term "Board" as used in this agreement shall mean the Board of Education of the Sergeant Bluff-Luton 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 Sergeant Bluff-Luton Education Association or it's duly authorized representatives or agents.

ARTICLE 3
WORKYEAR

In School Work Year

1. Regular Contract
   The in-school work year for employees shall not exceed one hundred ninety (190) days, except a first year teacher in the District shall work one hundred ninety three (193) days.

2. Extended Contract
   The in-school work year for employees contracted on a ten month basis shall not exceed two hundred ten (210) days.

3. Definition of In-School Work Year
   The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

Unpaid Holidays

No employee shall be required to work on the following days: Labor Day, Thanksgiving and the day following, Christmas, New Years, and Memorial Day.

Unpaid Vacation

There shall be a winter recess of at least five (5) days excluding Christmas and New Year's Day.

There shall be a spring recess of two days incorporating a weekend, in March or April.

ARTICLE 4
HOURS

The regular contract day shall be eight (8) hours which shall include a minimum of thirty (30) consecutive minute duty-free lunch period. Teachers may leave the building during their lunch period upon giving notice to the office

The Board shall establish the arrival and departure times for the teachers and notify them of such hours at the beginning of the school year. Ten (10) days notice will be given the teachers of any change in these hours unless an emergency prevents such notice. When students are dismissed early because of winter weather or storm, teacher shall be dismissed within five (5) minutes after all students have departed. Teacher will be required to attend, without additional compensation, faculty and other professional meetings outside the regular work day up to one-half hour beyond the regular teaching day. Such meetings shall be limited to a total of eighteen (18) days a year on teaching days. Notice of such meetings will be given five (5) days in advance of such meetings unless an emergency prevents same. Teachers may submit items to be considered at such meetings up to three (3) days before such meeting and a printed agenda will be distributed two (2) day prior to the meeting.

Teachers will be assigned duties outside the regular teaching day without additional compensation, on an equitable basis. However, any assignments of such duties on a Saturday, holiday or other than one of the in-school work year days shall be voluntary.

To compensate teacher for additional duties outside the normal teaching day, teacher shall have the option to arrive fifteen (15) minutes after the normal teacher arrival time on the first day of teaching each week, or may elect to depart on the last teaching day of each week fifteen (15) minutes prior to the normal teacher dismissal time. The teacher shall select one of the two aforementioned options each year and notify the principal at the beginning of each school year. If the teacher wants to make an exception to his/her option, he/she shall notify the principal in advance.

The principal may elect to hold meetings during the option times. In such a case, the teachers shall receive the fifteen minute option one time another first or last teaching day of the week.

ARTICLE 5
EVALUATION PROCEDURE

Within two (2) weeks after the beginning of the school year, the building principal or appropriate supervisor shall acquaint each employee, including a teacher assigned to more than one building under his supervision with the evaluation procedure, including the form to be used.

The evaluator shall be in the classroom for at least thirty (30) minutes each time a teacher is being evaluated on classroom performance. This will include a minimum of two formal evaluations per year (once prior to winter break and once after) with a summative evaluation prior to March 30 during each year of the probationary period. In addition a thirty (30) minute follow-up evaluation will be made to determine the progress or lack of progress for each teacher whose original evaluation indicated a need for remediation.

A probationary employee may request one postponement of his/her classroom observation. Such a request will not extend the summative evaluation deadline of March 30.

When a teacher is on a professional growth plan the teacher will develop their plan each year and submit it to the evaluator for review. The plan will be developed in the third trimester for the following year.

Upon successful completion of the professional growth plan, a Professional Growth summative conference will be held. Evidence will be shared, summarized and signed by the teacher and evaluator prior to June 1. Professional Growth Summative will be placed in the individuals personnel file.

An employee on a Professional Growth Plan may request one postponement of his/her classroom 0bservation (when applicable). Such a request will not extend the summative evaluation deadline past June 1.

A written copy of each formal evaluation shall be given to the teacher which shall be signed by both parties. The teacher's signature shall indicate awareness of the evaluation contents. A post-evaluation conference between the teacher and the evaluator to discuss its results should be held within ten (10) working days of the formal evaluation; unless either party is not available then the conference will be held at the first mutually agreed upon date. At this meeting the evaluator will point out in writing the strengths and weaknesses and ways to improve the employee's performance. If the teacher disagrees with the formal written evaluation after the post-evaluation conference, he/she may put the objections in writing and have them attached to the evaluation report. Such objections shall be filed within ten (10) contract days of the post evaluation conference.

One copy of the written evaluation and any responses shall be placed in the teacher's personnel file. One copy will be retained by the teacher.

Nothing in this article is to be construed as precluding evaluation of contracted duties other than classroom teaching. Such evaluation shall be reduced to writing and given to the teacher within five (5) days of the evaluation. The teacher may request a conference on such evaluation. Said written evaluation shall be signed by the teacher to indicate awareness of the content of the evaluation. One copy will be given to the teacher and one copy placed in the teacher's file. The teacher may reduce to writing his/her objections to such evaluation and attach them to the file copy within five (5) days from the receipt of same.

The teacher shall be entitled to review his/her personnel file except for confidential material.

The principal may use videotape to record the performance of a teacher for instructional improvement. The principal may review the tape with the concerned teacher and shall erase the tape at he conclusion in the presence of the taped employee.

The District and the Association will continue to discuss jointly the evaluation system required under Iowa Code Chapter 284. The procedures for the evaluation will be bargained by the parties and if no agreement is reached the parties will submit the matter to binding arbitration under a timeline waiver if the recommendations from the joint committee are not provided to the parties prior to reaching a voluntary settlement or submitting the dispute to arbitration.

An employee shall have the right to grieve an evaluation that alleges an employee does not meet one of the 8 District teaching standards. The evaluation will be sustained unless it is arbitrary, capricious or without basis in fact.

The Association and Board have agreed to a side letter on the development of the new evaluation tool. See appendix D for side letter.

ARTICLE 6
STAFF REDUCTION

A. Employee
All employees under this Agreement are covered by this Article.

B. One or More Laid Off
When one or more employees are to be laid off, those employees with emergency or temporary certification shall be laid off first unless needed to maintain a program.

C. Reduction in Staff
When the Board determines that a reduction in staff is necessary, the Board will retain those teachers it determines are the most valuable to the district in the affected area. The term "affected area" means: Grades K-6, Curriculum Departments 7-12, Art (K-12), Music (K-12), Library/Media (K-12), Physical Education (K-12), Special Education (K-6 and 7-12), Talented and Gifted (K-6 and 7-12), Title I (K-8), Guidance (K-12). Employees, who work in more than one affected area shall be classified in each affected area in which they are currently working. Employees employed by the District prior to July 1, 1996 who have a K-9 certification but who are not licensed or endorsed to teach at the high school level will be classified in the K-6 affected area. In making such determination, it shall consider the following factors:

1. Years of service in the District.
2. Competency and demonstrated effectiveness as defined by the evaluation procedures of the district.
3. Staff qualifications, specifically in academic training and teaching experience.

If in the determination of the Board, the above factors are equal, seniority in the Sergeant Bluff-Luton School District will then be used to determine the employees to be retained in the affected areas.

The administration shall notify the potentially affected personnel of the planned reduction by April 30th of each year.

D. Recall Procedures

1. An employee shall be entitled to exercise his/her recall rights on the first work day following the date of the final action of the Board "to terminate" his/her employment.

2. Laid off employees and employees on extended leaves of absence shall constitute one pool of employees for purposes of recall.

3. Recall to available position shall be inverse order of seniority unless a more senior employee is on leave of absence and his/her leave is expiring in which case that employee shall be offered the available position first.

4. Any employee laid off pursuant to this procedure shall retain recall rights to either the kindergarten through sixth grade or in grades seven through twelve to the departments in which the employee had previously worked in the School District for two (2) years and three (3) months from the effective date of his/her layoff. Th effective date of layoff shall be the first weekday following the last day of the work year during which the Board terminated the employee's contract.

5. When a laid off employee accepts employment with another employer, he/she shall not forfeit his/her recall rights. If the Board recalls the laid off employee and the new employer will not release the laid off employee, the Board shall hold the position for the laid employee by filling the vacancy with a substitute until the laid off employee is released by his/her employer but in no case later than the beginning of the ensuing academic year.

6. The Board shall notify an employee of his/her recall in writing by certified or registered mail to the employee's address on file in the office of the superintendent. The letter shall include a copy of this recall procedure. An employee's failure to respond affirmatively in writing within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

E. Benefits

1. An employee who exercises his/her recall rights shall be given full credit for his/her training and experience obtained during the laid off period in another school district or other educational institution.

2. To the extent permitted by the insurance carriers involved, but limited to the period during which an employee retains recall rights, a laid off employee shall have the option at his/her expense to continue participation in the health, accident, and major medical insurance program.

3. A laid off employee shall retain his/her rights to Association representation and his/her rights to file grievances pursuant to Article 17 limited, however, to alleged violation of his/her rights as set out herein.

4. A teacher re-employed shall be reinstated to any accumulated sick leave days accrued prior to the termination and be placed on the salary schedule at the step he/she would have attained had termination not taken place. (Except as modified by #1 above)

F. Notification
On September 15 of each year that this procedure is in effect the Board shall provide the Association with a current list of employees who retain recall rights pursuant to it.

G. Seniority
The period of, layoff and subsequent recall shall not change the employee's seniority date.

ARTICLE 7
TRANSFERS

A. Definition of Vacancy
A position created by the fluctuation of student population, employee attrition, or additional district need(s).

B. Vacancy During the School Year
Vacancies which occur during the school year will be filled at the discretion of the superintendent. Such vacancies will be posted, including grade level, in all buildings. Employees who desire to be considered for such vacancies shall file a written request with the superintendent's office.

C. Vacancy for the Following School Year
It is the philosophy of the School District to transfer qualified bargaining unit members to positions for which they apply. The parties acknowledge that there are circumstances, as contemplated in Section C (3), when the District may seek external applicants.

1. Such vacancies shall be posted in all buildings. Said position shall contain the position vacant including grade level.

2. Employees who desire to be considered for such vacancies shall file written requests with the Superintendent's office.

3. If only one employee applies for the vacancy, the District may either award the position to the employee (provided the employee meets the qualifications for the position) or may seek external applicants. If the District seeks external applicants, the District will award the position to the person who the Superintendent, or designee, judges to be most qualified.

   For the purposes of this provision, the term "qualified" means licensure, academic preparation, evaluations, and nature of professional work experience. At the time that the position is posted, the District will identify in writing the specific qualifications for position which it has determined that an applicant must possess. A member of the bargaining unit who possesses the required licensure for the position will be granted a personal interview, and if not selected for the position, will be provided a written explanation of why he or she was not judged to be most qualified for the position. No request for transfer will be denied arbitrarily, capriciously, or without basis in fact.

   During their probationary period, employees may apply for a transfer, but the request may be granted or denied by the Superintendent, or designee, in his/her discretion without regard to the number of applicants for the position or the qualifications of the applicants. The term "probationary period" is defined in Iowa Code Section 279.19. This limitation will not apply to a probationary employee whose position is being eliminated or reduced.

4. If more than one employee applies for a vacancy and meets the qualifications for the position, the principal will select, in his/her judgement, the employee best qualified. The term "qualified" shall be defined in the aforementioned #3. If qualifications are equal in judgement of the principal, the qualified employee with the greatest seniority shall receive the position.

D. Vacancy Occurring During the Summer Months
When a vacancy occurs during the summer months, the superintendent shall notify all employees who have provided him/her with written requests to be considered for the kind of vacancy which has occurred. Notification shall be by letter to the employee's last known address. The employee shall have seven (7) calendar days in which to contact the superintendent regarding the vacancy. If there is no response within that period of time, it shall be assumed that the employee has no further interest in a voluntary transfer to this vacancy.

ARTICLE 8
INVOLUNTARY TRANSFERS

A. Decision
The decision regarding an involuntary transfer shall be made by the Superintendent. An involuntary Transfer may be made if no employee applies for a vacancy or if a vacancy exists and no qualified candidate from outside the bargaining unit can be found. Under these circumstances, the decision will be made by the Superintendent based upon licensure and the needs of the School District.

B. Meeting
At the request of the employee, a meeting between the employee and the Superintendent shall be held to discuss the transfer at which time the employee shall be given the specific written reason(s) for the involuntary transfer.

C. Notice
Within ten (10) calendar days from the date on which it decides to make an involuntary transfer, the District will give the affected employee written notice of an involuntary transfer.

D. Compensation and Evaluation
An employee being involuntarily transferred or reassigned shall be placed in a position which does not Involve a reduction in total compensation. Employees who are involuntarily transferred will receive Consideration in the evaluation of their performance.

E. Return Rights
If an employee is involuntarily transferred and the position from which the employee was transferred becomes vacant thereafter, the employee who was involuntarily transferred shall have the option to return to his/her prior position. The effective date of the involuntary transfer shall be the first day of service in the new position. Return to the employee's prior position shall be made at the beginning of an academic year or a semester. If an employee elects to remain in the position into which he/she was involuntarily transferred, the employee shall forfeit any rights to the prior position.

ARTICLE 9
SENIORITY

Seniority shall be determined by the length of continuous service in the Sergeant Bluff-Luton Community School District. When two or more teachers have the same length of service, seniority shall begin on the date on which the continuing contract was signed. When two or more teachers signed continuing contracts on the same date, lots shall be drawn to determine order of seniority.

ARTICLE 10
LEAVES OF ABSENCE

Section 1 – Excused Absence Leave

A. Purpose
The District realizes there are times of temporary illness/injury, personal problems, and illness of family/friends that might require absence from work. The purpose of paid excused absence leave is to help employees avoid financial stress during those times. Excused absence leave is not available to replace or enhance Section 2 of this Article.

B. Uses
Excused absence leave is available for the following reasons:
1. Personal illness (Available for the employee's yearly allotment and from the employee's accumulated days.
2. Care of an ill immediate family member (as defined in Section 3 of this Article). (Available only from the employee's yearly allotment of days.)
3. Death of a non-immediate family member (defined in Section 3 of this Article). (Available only from the employee's yearly allotment of days.)
4. Death of a non-family member. (Available only from the employee's yearly allotment of days.)

C. Accumulation

First Year	11 days
Second Year	12 days
Third Year	13 days
Fourth Year	14 days
Fifth Year	15 days
Sixth Year	16 days

The above amounts shall apply to consecutive years of employment in the Sergeant Bluff-Luton Community School District.

Unused leave shall accumulate from year to year to the maximum of one hundred (100) days plus the employee's current allotment.

D. Rights and Responsibilities

Excused Absence is approved by the building principal, and except for those emergency or unexpected cases, excused absence must be arranged and approved prior to its use. The School District reserves the right to require a doctor's statement to support a sick leave of absence. The principal may deny paid leave if he/she judges the reason not to be in accordance with the excused absence policy.

Employees are expected to notify their building principal at the earliest possible date/time when Excused Absence is indicated. Principals must report use of Excused Absence to the Superintendent to assure fair and consistent treatment across the entire School District.

Section 2 – Personal Leave

Two days of personal leave at the teacher's discretion will be granted subject to the following conditions:

1. The day may not be used following a scheduled holiday or vacation except in the case of an emergency. If used as an emergency leave day, the teacher shall provide a reason. The superintendent may deny the leave request if the reason given is not an emergency.

2. No more than three teachers may use the leave on a given day and the superintendent is not obligated to approve more than two requests for such leave from the same building on the same day.

3. If four or more teachers request personal leave for the same day and the superintendent chooses not to grant more than three requests, the leaves shall be granted on a "first come, first serve" basis except that an emergency shall take precedence over all other requests. If the excess leave requests were submitted on the same day, the more senior teacher(s) shall receive preference.

4. The same procedure as outlined in paragraph three foregoing shall be applied in the case of more than two requests for the same day from the same building.

5. Personal leave requests shall be submitted at least five (5) days in advance. If the situation is an emergency and the teacher provides a written reason, this requirement shall be waived.

6. Personal leave is non-cumulative and may be used in increments as small as one-half days.

7. In case of an emergency which prevents prior notification, the teacher, upon returning to work, shall submit documentation of the emergency and an application for the leave.

8. Notwithstanding provisions 1-7 of this section, in May, the District shall not be obligated to grant more than thirty (30) total personal leave days District wide. Requests for personal leave shall be granted on a "first come, first served" basis.

9. At the conclusion of a school year, teachers shall be reimbursed one hundred dollars ($100) per day for each unused personal leave day.

Section 3 – Bereavement

Upon the death of a member of the teacher's immediate family, a teacher requesting a leave will be granted up to five (5) working days of absence to make necessary arrangements and to attend the funeral. These days constitute separate leave and will not be taken from the teacher's yearly allotment of excused leave days. Any additional days taken will come only from the teacher's yearly allotment of excused absence leave days. The immediate family is defined as spouse, child, stepchild, parent, stepparent, brother,

stepbrother, sister, stepsister, parent-in-law, stepparent-in-law, son-in-law, daughter-in-law or a member of the household of the teacher.

Upon the death of a member's brother or sister-in-law or son or daughter-in-law, grandchild, grandparent, or grandparent-in-law, a teacher requesting leave will be granted up to three (3) working days absence to attend the funeral.

Section 4 – Jury Duty
A teacher called for jury duty during school hours or required by the Board to appear as a witness on the Board's behalf shall receive full pay for such time. Any pay, in addition to expense allowances, that the teacher receives during such leaves shall be turned over to the Sergeant Bluff-Luton Community School District.

Section 5 – Association Leave
The Association's designated representative shall be granted two (2) days leave, with pay, to attend State/National Conventions. Request for such leave shall be submitted in writing to the superintendent at least five (5) days prior to the date of such leave. In addition, the Association shall be granted up to four (4) days per year to be used for Association business. The Association will reimburse the district for the cost of the substitute for these four (4) days.

Section 6 – Family Illness
A leave of absence of one year, without pay, may be granted to a teacher upon approval of the superintendent to care for a sick or injured child or spouse. Should the request for such leave be made prior to the issuance of such contracts for the next year, the employee shall receive the one year leave.

Section 7 – Military
Provisions for the granting of military leave will be in accordance with state and federal laws.

Section 8 – Professional

Professional leave must be submitted to the building principal and the principal may make a recommendation. The principal will then submit the leave request to the Superintendent. The Superintendent may sign off on such recommendations if the professional leave meets district goals. The district will place five thousand dollars ($5000) in a fund allocated for professional leave. If said fund is not entirely spent during a school year, the remaining money shall be rolled over into the professional leave fund for subsequent year(s).

Up to $400 per teacher shall be available for conferences, seminars, and workshops. This includes the cost of substitute pay. The District shall make reimbursements when the employee submits an itemized list for payment upon return. Professional leave shall be granted by order of application until the allocation for professional leave is spent. Money will be evenly allocated by the number of buildings. At the conclusion of the second trimester all unencumbered money will be pooled. After that date, all teachers can draw from the pooled fund for professional leave. Employees will share the workshop or conference material and /or ideas with the building principal and colleagues.

Section 9 – Child Care
A teacher who requests it shall be granted up to one (1) year's leave of absence in order to care for his/her child. Return to work shall be either at the beginning of the school year or the start of the second semester.

Section 10 – Other Leaves
Other leaves of absence without pay may be granted at the discretion of the superintendent.

Other leaves of absence with pay may be granted at the discretion of the superintendent.

Such leaves are not grievable under the grievance procedure of this contract.

Section 11 – Return from Leave of Absence

The following conditions shall prevail as to the teacher's return from a leave of absence:

1. A teacher shall be required to return from a leave on the date designated by him/her upon the granting of the leave.
2. Failure to return on the designated date shall be considered resignation.
3. Upon the return from a leave, the teacher shall be given the same or comparable position that he/she had prior to such leave providing the position is still in existence.
4. If the same or comparable position is not in existence, the teacher shall be offered a position for which he/she is certified, if such position exists. Failure to accept such a position shall constitute a resignation from the school district.
5. If no position for which a person is certified exists, the person shall be placed on a preferential hiring basis for one (1) year and shall be hired for the first available position for which he/she is certified.

ARTICLE 11
SALARY

A. The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement.

B. To be eligible for movement to the next increment step on the salary schedule, a teacher must work one hundred twenty (120) days.

C. Adjustment to the next higher educational lane shall be paid as follows:

1. From the first day of the new school year provided that appropriate evidence of additional academic credit is on file with the school district by September 15.
2. An administrative and/or clerical error by a college or university shall not cause denial of a teachers request to advance horizontally on the salary schedule.
3. Teachers will notify the superintendent in writing by January 15, if they are planning to change lanes for the next school year.

D. A teacher new to the district shall be placed on the salary lane, which most nearly corresponds with his/her degree and additional hours beyond that degree. The district will allow new staff members to bring in 8 years experience from another school district. The superintendent may add up to two additional years to fill a position.

E. A teacher who returns to the school district shall be placed on the salary lane which most nearly corresponds with his/her degree and any additional hours beyond that degree. The teacher shall be placed on the step which corresponds with his/her experience.

F. Teachers shall be paid in twelve equal installments beginning on September 21st of each school year. Checks will be placed in sealed envelopes for delivery to the teacher. Subsequent installments shall be paid on the 21st day of each succeeding month. When the 21st day of the month is a Saturday, Sunday, Holiday, or unpaid vacation day, payment shall be made to each teacher and shall be mailed the morning of the 20th day of the month and a day or two earlier if possible.

G. A member of the bargaining unit who has an extended contract shall be paid 1/190st of his/her Appendix A salary times the number of additional contract days. A teacher shall have deducted 1/190st of his/her Appendix A salary (Or a proportionate amount of an extended contract) for an absence not authorized with pay under Article 9 of this Agreement.

H. To be eligible for movement to the next increment step on the salary schedule, a teacher must work one hundred and twenty (120) days. Teachers who are eligible to move horizontally from the MA+15 lane to the MA+30 lane shall be placed on the step of the salary schedule commensurate with the credit

given to a teacher upon initial hire as outlined in Section D of this Article and the years of continuous service with the District.

ARTICLE 12
SUPPLEMENTAL PAY

Employees assigned extra duties by the Board shall be paid in accordance with the supplemental pay schedule. Appendix B, attached hereto. An employee newly assigned to an extra-duty assignment will be placed on Step 1 and advanced each year thereafter, until he/she attains Step 4. The superintendent may add up to two additional steps to fill a head coaching position. As assistant varsity coach already on staff that is moving to a varsity head position will receive one year credit, on the salary schedule for two years of varsity assistant experience in the district. Junior high coaches moving to a high school assistant coaching position will receive one year credit, for three years of junior high experience.

Employees who are authorized to use their personal automobiles for the performance of school business or duties shall be compensated at the Board approved rate. Teachers required to travel between buildings will be reimbursed at the Board approved rate. The will submit the mileage at the end of each school year.

The Board shall establish the rates for newly created extra duty positions. Should the Association disagree with said rates, it shall request to bargain said rates. If no agreement is reached under this method, the Issue shall be submitted to arbitration.

In addition, each head coach shall receive up to $250.00 toward costs incurred as a result of attendance at a recognized clinic and coaching materials with the approval of the building principal. If available, the school car may be used to attend the clinic. If the head coach has used all of his/her available professional leave, the district will pay substitute costs associated with attendance at this clinic.

The spouse of each licensed employee shall receive a district pass to attend all home activities.

ARTICLE 13
BENEFITS

A. Full-time Employee Benefits

The Board shall provide each full-time employee with $795 per month for the 2006-2007 school year.

1. The employees must purchase the following benefits made available by the District:
   a. The $500 deductible comprehensive health insurance which includes a 90%/10% in-network or 80%/20% out of network co-insurance payment plan (maximum $1000 single or $2000 family out-of-pocket expense) OR the $1500 deductible HDHP (High Deductible Health Plan) which has a $3000 deductible for family coverage and the option for a HSA (Health Savings Account).
   b. $30,000 term life insurance policy
   c. A long term disability insurance policy.
   d. An employee dental plan.

2. With the remaining money the employee may choose among the following benefits:
   a. Dependent health insurance.
   b. Dependent dental insurance.
   c. Additional life insurance as offered by the insurance company.

   d. Cash (tax sheltered annuity available through employee agent and payroll office).

IF the employee opts for more insurance benefits than he/she has money available to pay for them, he/she shall pay the additional cost through payroll deduction.

B. Regular Part-Time Employee Benefits

An employee who works at least twenty (20) hours per week on a nine month or longer contact is eligible for a monthly benefit proportionate to the percentage his/her contract is to that of a full-time contract.

The part-time employee must apply his/her monthly dollars to any of the available benefits listed in item #1 above. Any money remaining after applying those to Item #1 may be applied to any of the Benefits listed in item #2 above.

If the part-time employee chooses more insurance coverage than he/she has money available to pay for then he/she shall pay the additional cost through payroll deduction.

C. Coverage for New Employees

A new employee to the district will be covered by the group insurance for the first of the month following his/her reporting for duty. A new employee will be furnished a description of the insurance program upon employment.

D. Coverage for Continuing Employees

Insurance coverage for employees who complete their individual contracts and do not continue their employment for the following year shall be continued through August 31.

E. Flexible Spending Account

1. The district will provide a salary reduction plan under which it will deduct from the employee's monthly wages, amounts specified by the employee to apply to the following:
   a. employee's portion of the health, major medical and supplemental life insurance premiums
   b. child care costs
   c. any unreimbursed medical expenses for the employee or dependents.

ARTICLE 14
HEALTH

The teacher will submit evidence of a physical examination every three years to verify his/her ability to perform assigned duties. The Board will pay up to a maximum of forty five (45) dollars for such physical.

The Board may require subsequent examination when in its judgment; such an examination is relevant to an employee's performance. The cost of such an additional examination will be borne by the Board.

Such and examination shall be taken between June, July, and August, and submitted to the superintendent's office upon reporting to work.

ARTICLE 15
SAFETY

It shall be the duty of the employee to notify the employer of any unsafe working conditions. It shall be the duty of the employer to correct unsafe working conditions within a reasonable period of time.

Employees will not be required to work under unsafe or hazardous conditions. Unsafe or hazardous conditions shall mean danger to health and not merely inconvenience or uncomfortable conditions.

No employee shall be required to search for a bomb.

The employer will provide required safety equipment in the appropriate shop or lab areas. Each employee shall be responsible for replacement of safety equipment which is lost or damaged by his/her negligence.

The Board shall establish appropriate safety policies relative to riot, tornado, and fire and inform the faculty of same. The faculty will be responsible for carrying out such policies.

ARTICLE 16
DUES DEDUCTION

Upon written authorization by an employee, the Board will deduct association membership dues from his/her monthly salary.

Authorization for such dues deduction will remain in effect from year to year unless the Board receives notification from the employee, in writing, giving thirty (30) days notice of his/her desire to terminate such deduction. Each new school year, by October 5th, the Association shall submit to the Board a list of employees authorizing such a deduction.

The Board shall deduct the amount authorized in ten (10) equal installments beginning in October and ending in July of each year.

Upon termination or resignation, the Board will cease to make deductions and so notify the Association.

The Board shall transmit to the Siouxland Uniserv Unit the total monthly deduction for Association membership dues within five (5) days after each pay period.

No liability shall accrue to the Board or any Administrative official collectively or individually for any action or not taken with regard to information furnished under this section.

ARTICLE 17
OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and group insurance, and any other plans recommended by the Association and approved by the Board.

ARTICLE 18
GRIEVANCE PROCEDURE

Definition

A grievance shall be a timely filed alleged violation, misinterpretation, or misapplication of a specific article of this agreement.

A grievant is a person or persons or the Association filing the grievance.

Procedure

Step 1 - Within ten (10) contract days of the occurrence of the alleged violation, misinterpretation, or misapplication, or within ten (10) contract days of the date he/she should have been aware of the alleged violation, misinterpretation, or misapplication, the grievant must orally present the complaint to his/her immediate supervisor in an effort to resolve the matter informally.

Following the informal conference, the parties shall sign a memorandum specifying the date and subject of the meeting. Each party shall receive a copy of the memorandum.

Step 2 - If, as a result of the informal discussion with his/her immediate supervisor, a grievance still exists, the grievant may file a written grievance as set forth in Appendix C within five (5) contract days after the informal discussion in step! by submitting the same to the principal. The principal shall advise the grievant of his/her position in writing within five (5) contract days.

Step 3 - If the grievant is not satisfied with the disposition in step 2, he/she may submit the written grievance to the superintendent within five (5) contract days after the answer in step 2. The superintendent shall answer in writing within ten (10) contract days of such grievance.

Step 4 - If the grievant is not satisfied with the disposition in step 3, the Association shall notify the superintendent and the Public Employment Relations Board within thirty (30) calendar days after the answer in Step 3, that the grievance will be submitted to arbitration. Such notification shall request a list of arbitrators. The selection of the arbitrator shall be from a list of five (5) with the parties striking alternately.

The arbitrator shall not amend, modify, nullify, or add to the provision of this agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority as listed above. The entire cost of the arbitrators service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

General Provisions

A. The grievant shall, at his/her option, be represented by an Association representative.
B. Any meeting relative to this procedure will be held outside the normal school day, except that such matter may be discussed before students arrive and after they depart.
C. The number of days indicated at each level should be considered as a maximum. Such time limits may be extended by mutual agreement.
D. All documents involved in processing the grievance shall be filed in a separate grievance file.
E. Any meeting and hearing under this procedure shall be conducted in private and include only the grievant, witnesses and designated representatives.
F. A grievance not processed within the time limits of any step of the procedure shall be considered resolved on the basis of the last answer.
G. Should the employer not answer the grievance within the time limits, the grievance will move to the next step except that the grievant must actively move the grievance tot he last step of the procedure.
H. In the event a grievance is filed at such time that it cannot be processed through all steps of the procedure, efforts will be made to resolve said grievance during the summer. Unresolved grievances under this clause shall be considered at the beginning of the school year.

ARTICLE 19
MENTORING

The mentor program is to provide support and assistance to licensed new professionals within the first two years of teaching according to Chapter 284.

Teachers interested in being involved with the mentoring program will notify the superintendent by May 15th they are interested in serving as a mentor for the next school year. The superintendent will select mentors from this list of teachers.

ARTICLE 20
COMPLIANCE AND DURATION

Whenever any written notice is required to be given by either party of this Agreement pursuant to the provision of the Agreement it will be forwarded to the following addresses:

To Association: P.O. Box 2156, Sioux City, IA 51104

To Board: P.O. Box 97, Sergeant Bluff, IA 51054

Either address can be changed upon written notification.

This agreement shall be effective July 1, 2006 and continue in effect until June 30, 2007. The 2006-2007 contract total package will have an increase of 5.275% based on current staff.

The 2006-2007 after cafeteria amount will be ($795.00).

The 2006-2007 Salary and Cafeteria amount will equal a total package increase of 5.75% based on current staff.

During the year 2006-2007 either party may give written notice to the other party to terminate or modify the agreement not less than one hundred and twenty (120) days prior to the termination of the contract. If no such notice is given, this Agreement shall remain in effect for an additional year and from year to year therefore, until the aforementioned notice is given by either party.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their negotiators and their signatures placed thereon, all on the _____day of _____,_____.

For the Association

By_____
President

For the Board

By_____
President

Appendix A

Sergeant Bluff-Luton Community School District
Salary Schedule
2006-2007

		BA		BA+15		BA+30		MA		MA+15		MA+30
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1	$29,300	1.05	$30,765	1.100	$32,230	1.15	$33,695	1.18	$34,574	1.2	$35,160
1	1.04	$30,472	1.09	$31,937	1.140	$33,402	1.19	$34,867	1.22	$35,746	1.24	$36,332
2	1.081	$31,673	1.131	$33,138	1.181	$34,603	1.231	$36,068	1.261	$36,947	1.281	$37,533
3	1.123	$32,904	1.173	$34,369	1.223	$35,834	1.273	$37,299	1.303	$38,178	1.323	$38,764
4	1.166	$34,164	1.216	$35,629	1.266	$37,094	1.316	$38,559	1.346	$39,438	1.366	$40,024
5	1.21	$35,453	1.26	$36,918	1.310	$38,383	1.36	$39,848	1.39	$40,727	1.41	$41,313
6	1.255	$36,772	1.305	$38,237	1.355	$39,702	1.405	$41,167	1.435	$42,046	1.455	$42,632
7	1.301	$38,119	1.351	$39,584	1.401	$41,049	1.451	$42,514	1.481	$43,393	1.501	$43,979
8	1.348	$39,496	1.398	$40,961	1.448	$42,426	1.498	$43,891	1.528	$44,770	1.548	$45,356
9	1.396	$40,903	1.446	$42,368	1.496	$43,833	1.546	$45,298	1.576	$46,177	1.596	$46,763
10	1.445	$42,339	1.495	$43,804	1.545	$45,269	1.595	$46,734	1.625	$47,613	1.645	$48,199
11	1.495	$43,804	1.545	$45,269	1.595	$46,734	1.645	$48,199	1.675	$49,078	1.695	$49,664
12	1.546	$45,298	1.596	$46,763	1.646	$48,228	1.696	$49,693	1.726	$50,572	1.746	$51,158
13			1.648	$48,286	1.698	$49,751	1.748	$51,216	1.778	$52,095	1.798	$52,681
14							1.801	$52,769	1.831	$53,648	1.851	$54,234
15									1.885	$55,231	1.905	$55,817
16											1.96	$57,428
17											2.016	$59,069

Appendix B

Supplemental Pay Schedule

Following are the extracurricular and extra duty assignments. The salary percentages are multiplied by the beginning BA base salary to determine the dollar compensation.

HEAD VARSITY – MAJOR
Band, Baseball, Basketball (B & G)
Football, Volleyball, Softball, Wrestling
Vocal Music

Step 1	Step 2	Step 3	Step 4
11.6%	12.2%	12.6%	13.1%

ASSISTANT VARSITY – MAJOR
Baseball, Basketball (B & G)
Volleyball, Softball, Wrestling

Step 1	Step 2	Step 3	Step 4
6.9%	7.2%	7.4%	7.8%

HEAD VARSITY – MINOR
Track (B & G)

Step 1	Step 2	Step 3	Step 4
11.1%	11.6%	12.0%	12.5%

Cross Country (Co-ed), Golf (Co-ed)

Step 1	Step 2	Step3	Step 4
6.3%	6.6%	6.8%	7.1%

ASSISTANT VARSITY – MINOR
Track (B & G)

Step 1	Step 2	Step 3	Step 4
6.3%	6.6%	6.8%	7.1%

	Step 1	Step 2	Step 3	Step 4
High School Cheerleading	5.0%	5.2%	5.4%	5.6%
Dance Team	9.3%	9.5%	9.7%	9.9%
Junior Class Sponsor	6.9%	7.2%	7.4%	7.7%
School Play Director	3.2%	3.3%	3.4%	3.5%
Senior Class Sponsor	1.6%	1.6%	1.7%	1.7%
Speech/Drama	4.7%	4.9%	5.1%	5.3%
High School Student Council	4.7%	4.9%	5.1%	5.3%
High School Yearbook	5.8%	6.1%	6.3%	6.5%
Quiz Bowl	3.7%	3.9%	4.1%	4.5%

MIDDLE SCHOOL – MAJOR
Football , Basketball (B & G)

Step 1	Step 2	Step 3	Step 4
5.3%	5.5%	5.7%	5.9%

ASSISTANT MDL. SCHOOL – MAJOR
Football

Step 1	Step 2	Step 3	Step 4
4.7%	4.8%	5.0%	5.1%

MIDDLE SCHOOL – MINOR
Volleyball, Wrestling, Track (B & G)

Step 1	Step 2	Step 3	Step 4
4.7%	4.9%	5.1%	5.3%

ASSISTANT MDL. SCHOOL – MINOR
Track

Step 1	Step 2	Step 3	Step 4
3.7%	3.8%	4.0%	4.1%

	Step 1	Step 2	Step 3	Step 4
Middle School Band	3.7%	3.8%	4.0%	4.1%
Middle School Cheerleading	3.5%	3.7%	3.9%	4.1%
Middle School Student Council	3.5%	3.7%	3.9%	4.1%
Middle School Annual	3.5%			

Appendix C
Grievance Form

Sergeant Bluff-Luton
Community School District

#_____

_____
Date Filed

_____Building

1. Association
2. Employee
3. Employer

_____
Name of Aggrieved Person

Step II

A. Date of Violation Occurred _____

B. Section(s) of Contract_____

C. Statement of Grievance_____

_____

_____

_____

D. Relief Sought_____

_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____

_____ _____
Signature of Principal/Supervisor Date

Step III

A._____ _____

Signature of Aggrieved Person Date Received by Supt.

B. Disposition by Superintendent or Designee_____

_____

_____

_____ _____

Signature of Supt./Designee Date

Step IV

A. _____ _____

Signature of Aggrieved Person Signature of Assoc. President

B._____ _____

Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____

_____ _____

Signature of Arbitrator Date

Appendix D

EVALUATION LETTER OF AGREEMENT
BETWEEN
SERGEANT BLUFF-LUTON EDUCATION ASSOCIATION
AND
SERGEANT BLUFF-LUTON COMMUNITY SCHOOL
May 26, 2006

The Sergeant Bluff-Luton Community School Board of Directors and Sergeant Bluff-Luton Education Association agree to pilot the use of the Evaluation tool as developed by the Evaluation Committee for the 2006-2007 and 2007-2008 school year. This will allow every teacher to complete the evaluation cycle once. The committee was comprised of the Superintendent, Building Principals, and the following members of the SBLEA: Candy Boustead, Connie Nolan, Nancy Malsom, Roberta Huju, and Paula Olson.

This letter is an agreement that the Evaluation Committee will make modifications to the Evaluation tool during the pilot years. The committee will submit the final Evaluation tool for negotiation during the bargaining for the 2007-2008 school year.

Chief Negotiator SBLEA	Date
Superintendent	Date