STARMONT CSD/EA 06-07

STARMONT COMMUNITY SCHOOL

2006-2007

TEACHER MASTER CONTRACT

TABLE OF CONTENTS

Article 1	Preamble	1
Article 2	Recognition	2
Article 3	Impasse Procedures	3
Article 4	Grievance Procedures	5
Article 5	Employee Rights	9
Article 6	Association Rights	10
Article 7	Employee Hours & Load	11
Article 8	Non-Teaching Days	12
Article 9	Professional Development and Educational Improvement	13
Article 10	Leaves	14
Article 11	Employee Evaluation	17
Article 12	Reduction or Realignment of Staff	18
Article 13	Employment and Assignments	20
Article 14	Transfers	21
Article 15	Part-Time Personnel	22
Article 16	Insurance	23
Article 17	Experience	24
Article 18	Salaries and Expenses	26
Article 19	Extra Curricular Activities	28
Article 20	Compliance Clauses and Duration	29
Schedule A	Grievance Report (Levels 2,3,4,)	30
Schedule B	Salary Schedule	32
Schedule C	Extra-Curricular	33

ARTICLE 1

PREAMBLE

The Board of Directors of the Starmont Community School District hereinafter referred to as the "Board" and the Starmont Education Association, hereinafter referred to as the "Association" recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the District, the parents of the students, and the community at large.

Furthermore, all conditions of employment previously agreed to but not included in this document will remain in effect until such time as changed by official Board action. This does not incorporate by reference into this contract any part of this Agreement.

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

ARTICLE 2

RECOGNITION

A. Unit

The Board hereby recognizes the Starmont Education Association, an affiliate of the Iowa State Education Association and National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 149) issued by the PERB on the 1st day of June 1975.

The Unit described in the above certification is as follows:

INCLUDED: All full and part-time professional teachers employed by the Starmont Community School District including athletic directors, guidance counselors, librarians, school nurses, and all instructional personnel who have been assigned or have agreed to extra curricular activities.

EXCLUDED: Superintendents, principals, all service personnel, all nonprofessional education employees, and all other employees excluded by Section 4 of the Act.

B. Definitions

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

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 Public Employment Relations Board.

3. The term "Association" as used in this Agreement, shall mean the Starmont Education Association or its duly authorized representative or agents.

ARTICLE 3

IMPASSE PROCEDURES

A. Mediation

If by one hundred twenty (120) days prior to the certified budget submission date, the parties have not reached agreement upon any item subject to negotiation, or a deadlock is clearly evident earlier than that time, either party may declare impasse. The Public Employment Relations Board (PERB) shall be notified of the impasse one hundred twenty (120) days prior to the certified budget submission date by a letter which shall include a copy of the negotiated impasse procedure. The parties shall continue to negotiate until ninety (90) days prior to the budget submission date. Ninety (90) days prior to the budget submission date the Public Employment Relations Board (PERB) shall be notified of the continuing impasse and the Public Employment Relations Board (PERB) shall appoint a mediator.

The mediator shall meet with both of the parties to resolve their differences and effectuate a settlement of the dispute.

B. Arbitration

If the mediator is unable to effect agreement between the parties by forty-five (45) days prior to the certified budget submission date, the parties may continue to negotiate or either party may call for arbitration, which shall be binding.

The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within four (4) days after the call for binding arbitration, either party may request a list of five (5) arbitrators from the Public Employment Relations Board. The parties shall determine by lot which party shall have the right to remove the first two (2) names from the list. The party having the right to remove the first two (2) names shall do so within two (2) days, and the other party shall have one (1) additional day to remove two (2) of the three (3) remaining names. The person whose name remains shall be the arbitrator.

The Starmont Board of Education and the Starmont Education Association shall submit to the arbitrator within four (4) days of notification by the arbitrator, a final offer on each specific impasse item including a statement of defense of each portion. Each party shall also submit a copy of a draft of the agreements previously made. The parties may continue to negotiate all offers until agreement is reached or a decision is rendered by the arbitrator.

The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.

The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision or settlement.

The arbitrator shall consider, in addition to other relevant factors, the following:

1. Past agreements between the parties including the negotiations that led up to such agreements;

2. Comparison of wages, hours and conditions of employment of the involved employees with those other employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved;

3. The interests and welfare of the public, and the ability of the employer to finance economic adjustments;

4. The arbitrator need not pick an entire "Final Offer", or total subject category as presented by either party but may use his/her own discretion in using all, or none, or any party of either party's "Final Offer". An impasse item shall be defined to mean a "subject category". An impasse item shall not refer to "any word, clause, phrase, sentence or paragraph upon which the parties are in disagreement." (This defines the phrase "impasse item" as used in Section 20.22(3) and 20.22(11) of the Public Employment Relations Act, as interpreted by the Iowa Supreme Court - West Des Moines Education Association vs. PERB and IASB.) 226 NW2nd 118.

Within fifteen (15) days after the first meeting, the arbitrator shall give his/her decision. The arbitrator shall give written explanation for the selection of offers and inform the parties of the decision.

The decision selected by the arbitrator and the items previously agreed upon by the Board and the Association shall be deemed to represent the Agreement between the parties.

C. Costs

All costs for mediation and arbitration shall be borne equally by the Board and the Association, except the cost of any representatives of each party shall be borne by that party.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

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. Anyone who shall be a party in interest shall be bound by any and all decisions rendered herein.

B. Purpose

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

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Waiver

When mutually agreed between the Chairperson of the Association Grievance Committee, or his/her designated representative, and the Superintendent, the First and Second Steps of the Grievance Procedure may be waived in a specific situation. When this happens such grievance will be automatically appealed to the Third Step.

All grievances must be presented within fifteen (15) working days of the date of occurrence of the event giving rise to the grievance, or from the time from such event might reasonably be ascertained to have occurred.

It is understood any informal adjustment of a complaint concluded between an employee and his/her principal shall not establish a precedent in any comparable situation and shall not be inconsistent with any provision of this Agreement.

The Association shall have the right to challenge any adjustment of an employee's complaint through levels 1, 2 and 3 as set out herein below if such adjustment, in the opinion of the Association is in violation of some specific provisions of the Agreement.

4. **Level One - Principal or Immediate Supervisor (Informal)**
An employee with a grievance shall first discuss it with his principal, with the objective of resolving the matter informally.

5. **Level Two - Principal (Formal)**
If as a result of the informal discussion with the principal at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance in form shall be delivered to the appropriate principal. If the grievance involved more than one school building, it may also be filed with the Superintendent.

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

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

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

7. **Level Four - Arbitration**
Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

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

(b) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within twenty (20) school days.

(c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators and the

parties shall determine by lot which party shall have the right to remove the first two (2) names from the list. The party having the right to remove the first two (2) names shall do so within two (2) school days and the other party shall have one (1) additional school day to remove two (2) of the three (3) remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

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

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option at levels 2 through 4, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at levels 2 through 4 as a party of interest and shall have the right to grieve any adjustments of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement or any law, policy or practice governing or affecting the employees.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Released Time

When in the opinion of the Superintendent it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the workday said aggrieved person and representative shall be released without loss of compensation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, the grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level three. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two through three of the grievances procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level four shall be in accordance with the procedures set forth in section on Arbitration.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

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

5. Association Rights

The Association shall have the right to grieve any adjustment of any employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

ARTICLE 5

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under Code of Iowa or other applicable laws and regulations.

B. Fair Dismissal

No employee shall be dismissed without due process under Iowa State Law.

C. Wellness

The Wellness program in the Starmont School District shall be run on a totally voluntary basis. All information of a personal nature about participants in the Wellness program shall be held in total confidence. No part of the Wellness program shall be used in any way in the evaluation of the professional staff.

D. Additional Provisions

Each employee will be provided with a copy of the student discipline policy and procedures of the Starmont Community School District.

ARTICLE 6

ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make reasonable use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and personnel services incidental to such use. As appropriate given school district policy such meetings will be scheduled with the District office or local school.

B. Communications

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.

C. Bulletin Boards

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.

D. Information

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE 7

EMPLOYEE HOURS & LOAD

A. Preparation Time

All teachers shall in addition to their lunch period and scheduled recesses, be provided weekly preparation time of at least two hundred (200) minutes during which time they shall not be assigned to any other duties. The administration in scheduling preparation time at the Middle and Senior High School levels shall make a good faith effort to grant at least forty (40) consecutive minutes at any one (1) time.

Preparation time will be granted to the teachers at such times as the principal, in his/her complete discretion shall determine, and such time shall not be granted during student contact time. It is the responsibility of the teacher to preserve his/her preparation time as blocked out on their schedule in cooperation with their principal.

B. Compensation for Extra Responsibilities

The practice of using a regular employee as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, an employee may be assigned to serve as substitute. Any regular employee who is assigned to substitute for another teacher shall be paid at the rate of ten dollars ($10.00) per class covered.

C. Duty Free Lunch

Employees shall be guaranteed a minimum of twenty (20) minutes duty free lunch.

ARTICLE 8

NON TEACHING DAYS

The Board has set the in-school contract year for employees and as such shall not exceed 193.5 days for the contract year 2006-2007. The number of non-teaching days for the 2006-2007 year will be 13.5.

A. Definition

All days not categorized as student contact days (teaching days) shall be:

(1) One-half (1/2) day for pre-school in-service and one half (1/2) day for pre-school teacher orientation

(2) One (1) day preparation for classroom prior to opening of fall term.

(3 1/2) One and one half (1 1/2) day parent-teacher conference for each trimester.

(4 1/2) One half (1/2) clerical day at the end of each of the first two trimesters.

(7 1/2) Three (3) in-service days.

(8 1/2) One (1) clerical day at the end of the third trimester.

(13 1/2)Five (5) holidays: Labor Day, Thanksgiving, Christmas, New Year's Day & Good Friday.

B. **In-service** shall be defined as a program or service of systematic activities planned by the in-service committee of the Starmont School District and designed to increase skills needed by professional personnel in the performance of their assigned duties and to facilitate the continued professional growth of aforementioned personnel.

ARTICLE 9

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In-Service Education as a Part of Work Year

1. In-Service Education Committee shall consist of nine (9) members with four (4) to be appointed by the Board, and five (5) to be appointed by the Association. The membership of the Committee should provide a good cross-section of grade level and building representation and shall select their own chairperson.

2. Responsibilities
   All In-Service Education Committee members shall be responsible for planning and evaluating the content and format of any employee orientations or in-service training conducted during the regular work day and the in-school work year as agreed upon and set forth in the school calendar.

B. Curriculum Writing

1. A teacher may apply to the Superintendent or his/her designee for an extended summer contract for curriculum writing and upon approval the contract will be issued. K-12 articulation and additional curriculum writing over and above the curriculum writing days within the school year shall be part of a summer contract with pay at the rate of nineteen dollars ($19.00) per hour. It shall be within the absolute discretion of the Board to hire or not hire teachers for such curriculum writing under this section.

2. Course guides and/or other curriculum materials that have been written and/or compiled by a teacher shall not be made accessible for sale, trade or extended publication without the written approval of the teacher-maker. Starmont Schools retains the right to use all curriculum materials within the system.

ARTICLE 10

LEAVES

A. Sick Leave

All employees shall be entitled to:

12 sick leave days the 1st year
13 sick leave days the 2nd year
14 sick leave days the 3rd year
15 sick leave days the 4th year

Such leave shall be in units of one-fourth (1/4) days.

The above amount shall apply only to consecutive years of employment in Starmont Schools. An employee is entitled to this leave each school year as of the first (1st) official day of said school year whether or not they report for duty on that day. Unused sick leave shall accumulate from year to year with a maximum accumulation of one hundred five (105) sick leave days.

The School Board shall require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

B. Temporary Leaves of Absence

1. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

a. Association

Up to ten (10) days shall be available for representatives of the Starmont Education Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. The principal of the affected area shall be notified at least one (1) week prior to the day(s) absence.

b. Professional Leave

Professional leave shall be used for any educational purpose at the discretion of the administration. The request shall be made by the employee to his/her principal at least one (1) week (five [5] working days) in advance.

2. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

3. Emergency Leave

Emergency leave of absence with full pay is in addition to the allowable leave of absence for personal illness or injury of the employee. It is further understood that the emergency leave is not cumulative from year to year.

Emergency leave of absence, not to exceed a total of five (5) days, shall be granted for the following reasons by the Superintendent of schools.

a. Illness, injury, or the death of a member of the immediate family. Immediate family shall be interpreted as husband, wife, child, sister, brother, mother,

father, or any member of the family unit living in the same household, no matter what the degree of relationship.

Absence from duty for the purpose of caring for a member of the immediate family who is ill or injured is considered to be sufficient reason for granting emergency leave to the employee when the presence of the employee is recommended by the attending physician. The board of education may require, if it so desires, a certificate from the attending medical doctor that the presence of the employee is recommended by the attending physician.

b. Up to two (2) days of leave shall be granted for the illness, injury, or the death of any other family member of the employee.

c. In case of the death of a friend, absence shall be allowed without loss of pay for attendance at the funeral, provided approval is granted in advance.

d. Military physical exam.

e. Mandatory quarantine.

Any case not covered by this emergency leave policy shall be reviewed by the Superintendent of schools.

4. Courtesy Leave

Courtesy leave for personal business, etc., without pay may be granted by the administration. The leave shall not exceed three (3) days per year and is not cumulative.

5. Personal Leave

Personal leave will be two (2) days per year. Principals are to be notified as early as possible before teachers take this leave. The "spirit" of these two (2) days leave is to take care of very special situations not covered by other leave. It is not to be used as two (2) days of paid vacation.

Personal leave cannot be taken during the first (1st) week of school, during the last two (2) weeks of the school year (the last ten [10] days of actual classes), of the day prior to or the day following a scheduled vacation during the school year. Only the Superintendent may grant leave during the above stated times at his/her sole discretion and the decision is not grievable.

6. **Jury Duty and Legal Leave**

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the District. Cases involving the employee's personal matters which are not school related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to the principal and shall complete any remaining hours of his/her working day if required.

C. Extended Leave of Absence

1. Association

A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the next longevity step (vertical movement) receiving no advancement for the year of absence. Leave benefits accrued shall prior to leave be frozen and no new benefits will accrue during absence. No monetary fringe benefits of any kind shall be accrued or paid during such leave.

2. Family and Medical Leave

Employee of the District is entitled to Family Medical Leave to same extent and subject to same terms and conditions as set forth in Family Medical Leave Act of 1993, and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family, medical leave, or any other provisions of this contract diminished by the inclusion of this provision in this contract.

Article 11
Employee Evaluation

Prior to October 1, all teachers shall meet with their building administrators to receive information about district evaluation timelines, Iowa Teaching Standards and criteria. At this time, the administrators shall provide staff with copies of all evaluation guidelines and forms.

Evaluation of Beginning Teachers (Tier I) shall be as provided by state statute.

Teachers who are new to the Starmont District and who have successfully completed a probationary period in another school district shall be considered as Career Teachers (Tier II). These teachers shall have no more than three (3) formal evaluations in their first year of employment with the District.

Career teachers shall be evaluated at least once every three (3) years.

All Career Teachers shall have their formal observations completed by March 15th. The evaluator shall discuss the formal observation of the teacher with the teacher on or before March 15 th. Prior to April 15th, the summative conference (performance review) shall be held to discuss the teacher's overall performance.

Career teachers working on an Individual Career Development Plan shall meet with their evaluator to review, refine and finalize their plan by October 1. Individuals designing a multi-year plan and/or teams of staff who will be developing a common multi-year plan shall meet with the evaluator by November 1.

Prior to May 15th an annual conference will be held with the teacher or group to receive a progress report on their individual or group career development plan.

The teacher shall have the right to attach a statement of response to the evaluation. Such response shall be made within thirty (30) days of the receipt of the written summative evaluation and the statement shall be attached to the evaluation report.

All persons under this Master Contract shall be notified of any item added to their personnel file and shall have an opportunity to respond in writing to these items.

ARTICLE 12

REDUCTION OR REALIGNMENT OF STAFF

A. Termination or Realignment

When one (1) or more employees are to be reduced or realigned, and only when deemed necessary by the Starmont Board of Education. The following procedure shall determine those employees to be terminated or realigned.

1. Unless needed to maintain an existing program, those employees with emergency or temporary certification shall be released first (1st).

2. Unless needed to maintain an existing program, non-degree teachers shall be released secondly.

3. Unless needed to maintain an existing program, fully certified employees properly endorsed by the State of Iowa in the curricula area affected and with least seniority in the District shall be released third (3rd).

4. Layoffs will be made within the following categories: K-6, 7-12.

In those situations in which seniority cannot be the sole criterion, preparation academic certification (subject area), and individual teacher contracts shall be considered. Extra duty assignments shall not be criterion in the reduction or realignment of staff. Special services should be considered separately.

B. Recall Rights

Any employee terminated pursuant to this policy shall have recall rights to any position for which he/she is certified for two (2) years from the effective date of his/her termination and shall be recalled to available vacancies in such professional categories in reverse order of the termination, if certificated to fill the positions. Such two (2) years shall run from June 1st of the year terminated to June 1st of the second (2nd) following year.

1. No teacher may be prevented from securing other employment during the period he/she is released under this Agreement. If under contract to teach in another school, the Starmont Board retains no liability to reinstate.

2. No new long-term substitute appointments may be made while there are terminated teachers available who are qualified to fill the vacancies.

3. Leave benefits accrued prior to leave shall be frozen and no new benefits will accrue during absence. No monetary fringe benefits of any kind shall be accrued or paid during absence. This section shall not prevent a teacher from moving horizontally on the "Classification Code" on the salary schedule due to advance education.

C. Notification

The administration shall provide written notice in accordance with the Code of Iowa (i.e., April 30). Such notice shall include specific written reasons for reduction or realignment.

D. Benefits

Any employee re-employed by exercising his/her recall rights shall be given full salary related benefits, full seniority and full credit for any relevant training and experience he/she has obtained through other employment during the interim period.

E. Resignations

Any employee who resigns upon request for reasons of staff reduction or realignment shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Starmont Board of Education shall annually provide the Starmont Education Association with a current list of those who have retained such rights provided by this policy.

F. Loss of Seniority and Recall Rights

Any teacher who has acquired seniority shall lose such seniority and recall rights for the following reasons:

1. If a teacher voluntarily resigns other than staff reduction or realignment.

2. Unless prevented by illness or other reasons satisfactory to the Starmont Board of Education if, upon recall, a teacher fails to report in writing within ten (10) calendar days after being notified in writing, sent by certified mail.

ARTICLE 13

EMPLOYMENT AND ASSIGNMENTS

The Board through its administration shall inform all staff personnel no later than July 1st of their specific job-course assignment for the forthcoming contract year with the following exceptions: late resignation, staff reduction, death or disability or inability to teach of a staff member.

The Board shall have the absolute right to assign or reassign as the Board shall see fit in the best interest of the school district.

ARTICLE 14

TRANSFERS

A. Definition

The movement of an employee to a different assignment, grade level, subject area or building should be considered a transfer.

A voluntary transfer is a transfer requested in writing by the employee. An involuntary transfer is a transfer requested by the employer.

B. Use of Voluntary Requests

1. In case of a need for teacher transfer or reassignment, certified volunteers will be given first consideration.

2. Nothing contained herein shall preclude the employer from hiring a new employee for a vacant or new position. This is not to say however, that employer is not subject to other Articles and/or section of this contract relative to applicable sections under "Reduction or Realignment of Staff."

3. Notice of staff vacancies will be posted in each building two (2) working days after the administration has determined a vacancy exists. Employees who apply for a vacancy will be notified of their status when a decision is made.

C. Involuntary Transfers

Teachers being involuntarily transferred are guaranteed:

1. Notice of intended transfer.
2. Informed as to reason for transfer.
3. Conference to discuss transfer with principal and/or Superintendent.

ARTICLE 15

PART-TIME PERSONNEL

Part-time teachers shall receive at their option monetary benefits adjusted in a proportioned amount by use of a fraction determined by the amount of time such part-time teacher expends over the amount of time that a full-time teacher is required to teach. This shall apply to:

1. Any and all leaves.
2. Health and Major Medical Insurance.
3. Dental insurance.
4. Term life insurance.
5. Disability insurance.

The Employee must pay remaining proportioned amount of insurance premium on any benefit selected. Participation in the insurance programs is subject to the rules and regulations of the insurance carrier.

Any teacher employed on a part-time basis whose presence is required beyond his/her normal contract day shall be compensated for the additional required time at a rate per hour determined by the following formula:

$$\text{RATE PER HOUR} - \frac{\text{TEACHER'S CONTRACT SALARY}}{\text{NUMBER OF CONTRACT DAYS} \times \text{HOURS WORKED PER DAY}}$$

ARTICLE 16

INSURANCE

A. Medical Insurance

The Board will pay no more than four hundred thirty eight dollars ($438.00) on single plan per month and no more than one thousand sixty five dollars ($1,065.00) per family plan per month for health insurance. Dollar amounts stated above may be applied to the plan chosen by employees which includes any health savings account.

B. Dental Insurance

Each employee shall be covered by a dental insurance program. The Board shall pay no more than thirty-four dollars ($34.00) per month for such single coverage. Any employee may elect to cover his/her family by an election in writing in accord with the terms of the policy and by payment of the additional premium. Should any employee not be eligible for coverage the Board shall have no further obligation to such employee under this subsection. Should there be an increase in cost of Dental insurance during the term of this contract not exceeding $12.00 per employee annually, then and in that event the Board shall absorb the cost and there shall be no assessment against the employee. Any increase over and above the aforementioned $12.00 increase shall be borne by the employee.

C. Term Life Insurance

The Board will contribute up to thirty-eight dollars and 20 cents ($38.20) per employee per year toward the premium of a ten thousand dollar ($10,000.00) term life insurance policy. Company shall be selected by the Association. Teachers shall not be entitled to the premium dollar in any other form than term life insurance.

D. Disability Insurance

The Board shall provide disability insurance payable at seventy percent (70%) of covered salary (contracted salary plus contracted extra-curricular).

E. Liability Insurance

It has been in the past, a practice of the Starmont Board, to carry liability insurance in accord with recommendations of the "Starmont Insurance Group" to provide adequate insurance protection for the District, its employees and agents. It is the intent of the Board to continue such practice. The District does not however, guarantee absolute financial coverage.

F. Section 125

The Board will provide at no cost a section 125 salary reduction plan, subject to IRS applicable rules and regulations for all employees.

ARTICLE 17

EXPERIENCE

A. Prior Service

1. Plan of Adjustment of Prior Service, the level at which a NEW teacher to Starmont schools may enter the Salary Schedule, shall be according to the following guide:

Years of Prior Service Credit as a Teacher	Level at which Salary Schedule is entered

Example:

0 1
1 2
2 ..... 3 Etc.

Credit for teaching experience prior to coming to the Starmont School system shall be established by the Superintendent.

2. A teacher must have taught at least one hundred fifty (150) days or more in each year of prior service in other school district employment to be considered as a year of prior service.

3. The initial salary of any teacher who has not taught at least one hundred fifty (150) days in any school system the year(s) preceding employment in the Starmont Schools but has had previous teaching experience outside the school district, factors such as length and quality of service rendered in other school systems and recency of prior service and recency of securing college credits shall be considered in determining the level at which the teacher shall be placed.

4. The number of years of prior service shall be established by official written statements properly signed by the Superintendent of schools or authorized officials of other employing schools. Such proof shall be provided by the applying teacher.

5. Experience to be counted as prior service must have been within the preceding ten (10) year period, and where the teaching experience has been broken by a period of four (4) or more consecutive years, the prior service credit shall be reduced by one-half (1/2), or may be reduced to none, at the discretion of the Superintendent.

6. Teachers who discontinue their service in the Starmont School system who are employed later will be given prior service credit in accordance with rules listed above. In no case shall a teacher be placed on the Salary Schedule at a level higher than the level at which the teacher would have been had they remained in the school system.

B. Co-Curricular

1. Credit for co-curricular experience prior to coming to the Starmont School system shall be established by the Superintendent. Full credit will be granted for experience in that activity.

C. Salary Recognition for Experience

1. Days on which a teacher is absent due to sick leave or emergency leave may be counted as days of service only so long as he/she does not exceed his/her accumulated sick leave or days allowed for emergency leave.

2. In order to receive credit for one (1) year's experience for advancement on the salary schedule, an employee must teach a minimum of fifty percent (50%) of said employee's contracted teaching days.

D. Recognition of Academic Credit Used to Determine Classification

1. Credits submitted for advancement on the Guide must be earned at an accredited college or university.

2. Degree personnel may apply graduate credits only toward reclassification. The first ten (10) semester hours of graduate credit will be accepted from any accredited college or university by following the usual process for approval from the Superintendent. These hours need not necessarily follow a graduate program, though this is encouraged. To reclassify on the BA+20 scale, those hours applied must be a part of an approved graduate degree program. To go beyond the BA+20 scale, the teacher must be working on a degree in the field of his/her major responsibility in the Starmont District.

   Degree personnel who have earned graduate hours in excess of hours needed to qualify for reclassification on the M.A. reclassification lane must earn the graduate hours after the Master's Degree has been awarded if they wish to apply the hours to the MA+10 reclassification lane. The exception to this is advance training required by state law and taken as graduate level courses. Hours for state-required training earned while working on a Master's Degree, but not part of the degree program, will count toward reclassification.

   Graduate hours gained after MA reclassification need not be part of an advance degree program, but must be in the teacher's major or minor field, or in the teacher's assignment area.

3. The term credit as used in this Guide shall be defined as a semester hour. Conversion from quarter hours to semester hours shall be made via--quarter (1/4) hours times two-thirds (2/3) equals semester hours.

ARTICLE 18

SALARIES AND EXPENSES

A. Base Salary

The base salary for 2006-2007 will be twenty-four thousand six hundred seventy-five dollars ($24,675.00), as set forth in schedule B.

B. Career Increments

Teachers at the top of the B.A.; B.A.+10SH; B.A.+20SH; B.A.+30SH; M.A.; and M.A.+10SH salary schedule, having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane, shall receive three hundred dollars ($300.00); those teachers having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane and with twenty (20) to twenty four (24) years of experience shall receive four hundred dollars ($400.00); and those teachers having reached the maximum vertical advancement in their salary lane and corresponding horizontal educational lane and with twenty five or more years of experience shall receive five hundred dollars ($500.00), and shall be awarded same on an annual basis in addition to their salary schedule. No teacher shall receive such increment until the year after such teacher has reached the top of the lane; that is no teacher shall receive his/her last move on the schedule and the aforementioned increment in the same year.

C. Nurse Salary

The Nurse's salary shall increase by the same percentage of all other certified staff.

D. Payroll Procedures

All salaries will be paid on a twelve (12) month basis with the first (1st) payment to be made on September 20th and the remaining payments to be made on or about the twentieth (20th) of each succeeding month.

E. Expenses of Traveling Employees

1. Mileage Reimbursement

a. Employee allowance for travel expenses, other than to and from the center to which the employee is assigned for duty, will be twenty cents ($.20) per mile provided travel is made necessary in the performance of the employee's duties and such travel is authorized by the Board of Education upon the recommendation of the Superintendent of schools.

F. Dues Deduction

1. Authorization

Any employee who is a member of the Starmont Education Association (SEA) or who has applied for membership shall sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form authorizing payroll deduction for dues shall be designated by the Association and expense for producing and distributing said form shall be borne by the Association. Authorization for special assessments or other Association items other than dues will not be honored. Nothing in this said form shall be contrary to this article; if so, this article shall prevail.

Once the authorization form has been submitted each year, deductions shall be in effect unless revoked in writing by a thirty (30) day notice to the Board. A copy of such revocation shall be mailed to the Association.

Beginning each year in September, the Association shall deliver to the Board information as to the amounts of dues to be deducted from the employee's regular salary checks.

2. Regular Deduction

Beginning in September, the Board shall deduct nine (9) consecutive payments, the total dues from the regular salary check of the employee.

3. 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 the contract year.

4. Transmission of Dues

The district shall transmit to the Association the total deductions of dues within thirty (30) days after each regular pay period.

5. Indemnification

The Association agrees to indemnify and hold harmless the Board and their designees against any claims, the costs, suits or other forms of liability and all court costs and attorney's fees arising out of the application of the provisions for dues deduction.

ARTICLE 19

EXTRA CURRICULAR ACTIVITIES

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule C are official school-sponsored activities. The decision to continue or not continue extra-curricular positions or to create new ones, shall be determined by the Board.

2. Rates of Pay

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

3. Dual Assignments

Should any one (1) employee be assigned both head and assistant duties of the same sport, that employee will receive the full salary for head coach and fifty percent (50%) of the salary of the assistant coach. He/she shall continue to earn his/her present salaries until such time as seventy five percent (75%) equals what he/she would receive on the normal scale.

B. Co-Curricular Student Participation

If in the Board's complete discretion, that should there not be enough of the student body to participate in an extra-curricular activity, the Board can terminate that activity for the given period and the teacher who has been assigned and contracted to such activity shall not be paid.

C. Expenses for Activities Outside District

Employees shall make advance arrangements for billing expenses to the school district for all required extra-curricular activities outside the school district. If an employee has difficulty in making such arrangements, he/she shall notify the administration which shall assist him/her in making such advance arrangements. The administration shall make every attempt to reimburse any employee under this contract for incidental expenses incurred in said activities within thirty (30) days of receipt of proof of payment.

The Board shall apply for a credit card with the intent of allowing teacher directing extra-curricular activities to purchase gas when needed for refill of tank to return home. Gas tank to be filled at school tanks prior to leaving on trips. Credit cards shall be issued and allowed to be used only by and/or through the Superintendent.

D. Teacher Bus Drivers

Each professional employee who drives a school vehicle in conjunction with an activity that he/she is responsible for and which requires a school bus permit and chauffeur's license shall be paid for all time spent driving on the road, and rate of pay shall be the hourly rate of school bus drivers for activity trips.

ARTICLE 20

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association shall enter into negotiations to replace said provisions. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, and hereinafter employed, by the Board and Board shall provide the Association with ten (10) additional copies.

C. Duration

This Agreement shall be effective as of the first (1st) day of the teacher's contract year beginning in 2006 and shall continue in effect for the following twelve (12) months of the inception of the 2006-2007 contract year. This Agreement together with all of the terms, conditions and effects thereof shall expire on the inception of the 2007-2008 contract.

IN WITNESS WHEREOF, the parties hereon have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 6th day of June, 2006.

STARMONT EDUCATION ASSOCIATION

BY _____
Its President

BY Ronette Carnall
Its Chief Negotiator

STARMONT BOARD OF EDUCATION

BY Loren Johnson
Its President

BY Gary Strumberg
Its Chief Negotiator

SCHEDULE A

GRIEVANCE REPORT

_____School District

_____ Building

_____
Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Violated _____

C. State of grievance _____

_____

_____

_____

D. Relief sought _____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor

_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____ _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent _____

_____

_____

_____

_____

_____ _____
Superintendent Signature Date

LEVEL IV

A. _____ _____
Signature of Aggrieved Person Signature of Association President

B. _____ _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

_____

_____

_____

_____ _____
Arbitrator Signature Date of Decision

SCHEDULE B

STARMONT COMMUNITY SCHOOLS
SALARY SCHEDULE FOR 2006-2007
$24,675 BASE

RELATIONSHIP TO B.A.	BASE	100%	103%		106%	109%		114%	119%
	CODE	(9)	(8)		(7)	(6)		(5)	(4)
Base Salary		$24,675		Phase II	$750				
		B.A.	B.A. + 10		B.A. + 20	B.A. + 30		M.A.	M.A. + 10
Level	%	100%	103%	%	106%	109%	%	114%	119%
1	100%	24,675	25,415	100%	26,156	26,896	100%	28,130	29,363
2	103%	25,415	26,178	103%	26,940	27,703	103%	28,973	30,244
3	107%	$26,402	27,194	107%	27,986	28,778	107%	30,099	31,419
4	111%	27,389	28,211	111%	29,033	29,854	111%	31,224	32,593
5	115%	28,376	29,228	115%	30,079	30,930	115%	32,349	33,768
6	119%	29,363	30,244	119%	31,125	32,006	119%	33,474	34,942
7	123%	30,350	31,261	123%	32,171	33,082	123%	34,599	36,117
8	127%	31,337	32,277	127%	33,217	34,158	127%	35,724	37,291
9	131%	32,324	33,294	131%	34,264	35,233	131%	36,850	38,466
10	135%	33,311	34,311	135%	35,310	36,309	135%	37,975	39,640
11	138%	34,052	35,073	140%	36,618	37,654	140%	39,381	41,109
12	141%	34,792	35,836	144%	37,664	38,730	145%	40,788	42,577
13	144%	35,532	36,598	148%	38,710	39,806	150%	42,194	44,045
14							155%	43,601	45,513

SCHEDULE C

HIGH SCHOOL

	Years in coaching given sport % of Base			
	1-2	**3-4**	**5-6**	**7-8**
Head				
Football	13%	14%	15%	16%
Boys Basketball	13%	14%	15%	16%
Girls Basketball	13%	14%	15%	16%
Wrestling	13%	14%	15%	16%
Assistant				
Football	7%	8%	9%	10%
Boys Basketball	9%	10%	11%	12%
Girls Basketball	9%	10%	11%	12%
Wrestling	9%	10%	11%	12%
Head				
Boys Track	9%	10%	11%	12%
Girls Track	9%	10%	11%	12%
Summer Baseball	9%	10%	11%	12%
Summer Softball	9%	10%	11%	12%
Boys Cross Country	5%	6%	7%	8%
Girls Cross Country	5%	6%	7%	8%
Boys Golf	5%	6%	7%	8%
Girls Golf	5%	6%	7%	8%
Volleyball	13%	14%	15%	16%

Assistant

(2) Boys Track*	5%	6%	6.5%	7.5%
(2) Girls Track*	5%	6%	6.5%	7.5%
Volleyball	9%	10%	11%	12%
Summer Baseball	5%	6%	6.5%	7.5%
Summer Softball	5%	6%	6.5%	7.5%
Athletic Director (Middle & Sr. High)	19%	20%	21%	22%

The Board reserves the right to change this to a curricular position, eliminating this position from the co-curricular.

* These positions will be under the direction of the high school head coach, who shall assign duties between the high school and the middle school.

MIDDLE SCHOOL

	1-2	3-4	5-6	7-8
Head				
Football	6.5%	7%	7.5%	8%
Boys Basketball	6.5%	7%	7.5%	8%
Girls Basketball	6.5%	7%	7.5%	8%
Baseball	6.5%	7%	7.5%	8%
Softball	6.5%	7%	7.5%	8%
Wrestling	6.5%	7%	7.5%	8%
Volleyball	6.5%	7%	7.5%	8%
Assistant				
Football	4.25%	4.50%	4.75%	5%
Boys Basketball	4.25%	4.50%	4.75%	5%
Girls Basketball	4.25%	4.50%	4.75%	5%
Wrestling	4.25%	4.50%	4.75%	5%
Volleyball	4.25%	4.50%	4.75%	5%

	1-2	3-4	5-6	7-8
Middle School Instrumental	3%	3.50%	4%	4.50%
Senior High Instrumental	7.5%	8%	8.5%	9%
Elem. Vocal Music (K-6)	3%	3.50%	4%	4.50%
Middle School Vocal Music (7-8)	3%	3.50%	4%	4.50%
Sr-Hi Vocal Music	7.5%	8%	8.5%	9%
Speech	8%	9%	10%	11%
Speech Coordinator	1.5%			
Quiz Bowl Director	3.00%			
FBLA	1.50			

	1-2	3-4	5
FFA (1 position)	5%	6%	7%
Yearbook	6%		
Middle School Yearbook	1%		
Sr.-Hi Cheerleaders	6%		
Middle Cheerleading	3%		
Banquet-Prom	2.50%		
Masque & Gavel	2.25%		
Nat'l Honor Society	1%		
Student Council	4%		
Freshmen Class	1%		
Sophomore Class	1%		
Junior Class	1.50%		
Senior Class	1%		
Fall Play	4%		
Assistant Fall Play	3%		
Middle School Musical/Play	3%		

M.S. Musical/Play Assistant	2%
H.S. Musical Lead Director	4.5%
H.S. Musical Assistant	3%
Middle School Student Council	1.5%
Middle School Spelling Bee	2.25%
Computer Coordinator	$1,000.00

Bus Chaperoning: (Does not include Activity sponsors)

$10.00 per trip (voluntary basis if enough teachers volunteer)

Coaches will not be paid to drive to the site to coach. This is an additional job over and above regular teaching.

All mileage is to be written into contracts for those who will be eligible to receive this pay.

Official Scorer(s), Timer(s), and Announcer(s) will be paid $25.00 per event.

Football Stats:	$25.00
Football Scouting	$100.00

Summer Band Program shall consist of the following provisions:

1. There shall be allowed for each year one thousand dollars ($1,000.00) total compensation granted to teacher personnel for the summer band program.

2. The session shall be four (4) weeks duration with lessons given three (3) days per week.

3. The one thousand dollars ($1,000.00) compensation may be divided between two (2) teachers by virtue of mutual agreement between the administration and the two (2) teachers. Such agreement may be entered into without seeking or receiving approval from either the School Board or the S.E.A.

4. Mileage at standard rate.

5. There shall be a separate contract with each teacher performing services under this program.

6. Included shall be one (1) summer parade in each town in the District by the senior band if requested. Advance notice shall be encouraged.

7. Marching band practice time may be set by the Director(s) subject to approval of Superintendent. Consideration to be given to students' availability.