Stratford CSD	Stratford EA	8/15/2006	8/14/2007

STRATFORD CSD/EA 06-07

COMPREHENSIVE AGREEMENT

Between

Stratford Community School

and

Stratford Educational Association

August, 2006-2007

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Article I

Preamble

The Board of Directors of the Stratford Community School District and the Stratford Education Association, agree as follows:

Article II

Recognition

A. Unit

The Board hereby recognizes the Stratford Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all personnel under contract by the Board of Education of the Stratford School district as set forth in the PERB instrument (Case No. 705) issued by the PERB on the 28th day of May, 1976.

The Unit described in the above certification is as follows:

Included: All full-time and regular part-time certified employees including classroom teachers, guidance counselors and librarians.

Excluded: Superintendent, building principals, all non-professional employees and all employees excluded by Section 4 of the act.

B. Definition

1. The term Board, as used in the agreement, shall mean the Board of Education of the Stratford Community School district or its duly authorized representatives.
2. The term employee as used in this agreement, shall mean all professional employees as defined and certified by the Public Employment Relation Board.
3. The term Association, as used in this agreement, shall mean the Stratford Educational Association or its duly authorized representatives or agents.

Article III

Grievance Procedure

A. Definition

1. Grievance

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

2. Aggrieved Person

An aggrieved person is a teacher or teachers or the association who shall have the right to present grievances in accordance with these procedures.

3. Party in Interest

A party in interest is the teacher or teachers making the complaint and any person, including the association or board, who might be required to take action, or against who action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems 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 aggrieved person, following the proper procedures shall make formal notification of his/her grievance within a maximum of 15 school days after the occurrence of the event being grieved. 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 failure of a teacher, teachers, or the Association to act on any grievance within the prescribed time limits shall act as a bar to any within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

2. Processing

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the grieving teacher or of the teaching staff. Exceptions may be made when an employee is called for an appearance by the arbitrator.

3. Year End Grievance

In the event a grievance if filed at such a 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 harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or

within a reasonable number of days thereafter. Reduction of time limits shall be by mutual agreement.

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

5. Level One - Principal - (Formal)
If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, on the form set forth in Schedule A, and file it with the appropriate principal within 15 school days from the date of the occurrence of the event giving rise to the grievance.

The principal shall make a decision on the grievance and communicate it in writing to the teacher within five (5) school days after the receipt of the grievance.

6. Level Two - Superintendent
In the event a grievance has not been satisfactorily resolved at the Level One, the aggrieved teacher shall file, within five (5) school days of the principals written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the Level Two grievance meeting and communicate it in writing to the teacher and the principal.

7. Level Three - Arbitration
   (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/or Association shall meet within five (5) school days of disposition of the grievance to discuss matters of submitting the grievance to arbitration.

   (b) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

   (c) Within ten (10) school days after written notice to the Board of submission to arbitration, a representative of the Association and a representative of the Board shall meet and attempt to agree upon a mutually acceptable neutral third party who shall be the chairperson of the arbitration panel. In the event that the parties are unable to agree upon a neutral third party to so serve or to obtain 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 seven arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to

remove the first name shall do so within two (2) school days, and the parties shall then alternately strike until one (1) name remains. The person whose name remains shall be the chairperson of the arbitration panel comprised of the chairperson, a representative of the Association, and a representative of the Board.

(d) The panel so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue its decision not later than fifteen(15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The panels decision shall be in writing, prepared by the chair person reflecting a majority vote of the panel, and shall set forth the findings of fact, reasoning and conclusions on the issue submitted. The panel shall be without power or authority to make any decision which require the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the panel shall be submitted by the Board and the Association and shall be final and binding on the parties.

(e) The costs for the services of the Arbitrator shall be borne equally by the School District and the Association.

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, or, at his option, by a representative of his own choice. An Employee shall also be free to adjust individual complaints without Association representation.

E. 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 the ARTICLE.

Schedule A

Grievance Report

Date Filed_____

Stratford Community School District

_____
Name of Aggrieved Person

A. Date of Alleged Violation Occurred

B. Section (s) of Contracted Violated

C. Statement of Grievance

_____

_____

_____

_____

D. Relief Sought

_____

_____

_____

Signature_____ Date_____

E. Disposition by Principal or Immediate Supervisor

_____

_____

Signature of Principal _____ Date_____

Level II

A. _____ _____

Signature of Aggrieved Person — Date Rec'd by Sup't

B. Disposition by Superintendent or Designee

_____

_____

_____

_____

_____ _____

Signature of Superintendent or Designee — Date

Level III

A. _____ _____

Signature of Aggrieved Person — Date Rec'd by Sup't

B. _____ _____

Date Submitted to Arbitration Panel — Date Rec'd by Arbitration Panel

C. Disposition and Award of Arbitrator Panel

_____

_____

_____

_____ _____

Signature of Arbitrator Chairperson — Date of Decision

Article IV

Employees & Employers Rights

A. Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the school district by law are retained by the board. Provided that none of the clauses in this agreement in any way abrogate or diminish the above mentioned rights and authority of the board, the board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

B. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities, excluding the administrative offices and secretaries offices, at all reasonable hours for meetings and may use school equipment on the premises when such equipment is not otherwise in use. All Association business except as described in Article IV, Section D, shall be conducted outside the school day. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and shall be responsible for keeping records of usage and making prompt payment.

C. Communications

The Association shall have the right to post notices of activities, and matters of the Association concern on employee bulletin boards in the teachers lounge and workroom. The Association may use the employee mailboxes for communications to employees.

D. Access to Members.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before 7:45 a.m. or after 3:45 p.m. provided that this shall not interfere with or interrupt normal school operations. The S.E.A. may meet at 3:10 p.m. once a month following the regular board meeting.

E. 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 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 administration staff to research and assemble information.

Article V

Wages and Salaries

A. Schedule

The salary schedule of each employee covered by the regular salary schedule is set forth in Schedule B.

B. Placement on Salary Schedule

Adjustment to Salary Schedule. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to the beginning of the second quarter of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Credit for Experience

Credit up to the sixth (6) step of any salary level on the Employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

D. Salary Schedule Deviation

No employee shall be held on step except for proper cause.

E. Advancement on Salary Schedule

1. Increment

Teachers may advance one step vertically and to any lane horizontally for which they are so qualified after one teaching year.

2. Educational Lanes

Request for reclassification will be accepted until October 1st to include work completed prior to September 1st. A certified transcript from the training institution must be submitted to the office by the Superintendent for evaluation by October 15th. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule. Where a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule, (or to maintain eligibility for employment), such credit must receive approval by the office of the Superintendent.

*Approval form to be completed.

F. Methods of Payment

1. Pay Periods

   Each employee shall have the option of being paid monthly or bimonthly on a nine month or twelve month basis.

   (a) If paid monthly, payment shall be the 20th of each month, and if paid bimonthly, payments shall be on the 5th and 20th of each month. Request must be made before September 1st of each new teaching year. The employees choice is final for the teaching contract year.

   (b) All employees hired after April 6, 1993, will be paid only once per month on the 20th.

2. Exceptions

   When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

3. Summer Checks

   Summer checks shall be mailed to the address designated by the employee.

4. Dues Deduction

   With the written consent of the employee the Stratford Community School District will deduct the regular monthly Association dues of its employees and remit said moneys to an official designated by the Association to receive dues payment. The process and forms for said deduction shall be controlled and provided by the Association.

Prior Credit Approval

Date _____

This form is to be filled out and gone over with the Stratford School Superintendent before you take any course which you expect to use to move horizontal (change lanes) on the salary schedule.

Name _____ Degree_____ Now_____

How many hours above your degree do you have? _____

Do you expect this or these courses to get you a lane change on your present contract?
_____ When?_____

We must have your official transcript of credit before October 15th.

Name of Course	College	City	Semester Hours of Credit

Write a brief description of the course(s):

What is your goal or objectives for taking this course(s)?

Are you pursuing a Master degree? _____ In what field? _____

_____ degree _____

_____ _____
Teachers Signature Superintendents Signature

Application to Advance
Horizontally on the Salary Schedule

Date_____

Name _____

Step Currently On _____ (Years of Experience – eg. 4, 6, 8)

Educational Lane Now On_____ (eg. BA 12)

Step Wishing to Advance To_____ (eg. BA 24)

Salary Now under Contract for $_____

Salary you Expect to Advance to $_____

Have you met the requirements under Article V-E2, as reproduced below:

E. Advancement on Salary Schedule

2. Educational Lanes
Request for reclassification will be accepted until October 1st of current year to include work completed prior to September 1st of the current year. A certified transcript from the training institution must be submitted to the Office of the Superintendent for evaluation by October 15, of the current year. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule. Where a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule, (or to maintain eligibility for employment), such credit must request and receive prior approval for the course to be taken.

Stratford Community School
2006-2007 Salary Schedule
$26,000 Base Salary $900 x $900 Schedule

Step	BA	BA +12	BA +24	MA
1	26,000	26,900	27,800	28,700
2	26,900	27,800	28,700	29,600
3	27,800	28,700	29,600	30,500
4	28,700	29,600	30,500	31,400
5	29,600	30,500	31,400	32,300
6	30,500	31,400	32,300	33,200
7	31,400	32,300	33,200	34,100
8	32,300	33,200	34,100	35,000
9	33,200	34,100	35,000	35,900
10	34,100	35,000	35,900	36,800
11	35,000	35,900	36,800	37,700
12	35,900	36,800	37,700	38,600
13	36,800	37,700	38,600	39,500
14	37,700	38,600	39,500	40,400
15	38,600	39,500	40,400	41,300
16	39,500	40,400	41,300	42,200
17	40,400	41,300	42,200	43,100
18	41,300	42,200	43,100	44,000
19	42,200	43,100	44,000	44,900
20	43,100	44,000	44,900	45,800
21	44,000	44,900	45,800	46,700
22	44,900	45,800	46,700	47,600
23			47,600	48,500
24			48,500	49,400

Schedule B - Salaries

A. Any teacher wishing to receive funding for a Phase III project should submit in written form a completed grant proposal to the Phase III coordinator. The proposal is due by May 1st for the following year and must meet one or more of the goals and objectives of the Stratford Community School Districts Phase III Plan.

B. In the event that projects submitted by the employees exceed the available Phase III funds as provided in House File 499, multiple projects beyond the first project by that same individual will be reserved until, or if, funds become available within the plan year. If not funded at the end of the plan year, such projects may be resubmitted for the subsequent years. Second, if no one has submitted multiple projects, then all objects meeting the above criteria shall be funded at a uniform proportional rate based upon the amount of funds available divided into the total funds requested by the project applications. The work proposed for the projects shall be reduced in the same proportion as the funding.

C. Participation in all Phase III activities shall be voluntary on the part of the employee.

D. Employees not submitting a project, or choosing not to participate in Phase III activities will forfeit their wage credit and their portion will be equally divided by those employees whose projects are approved of, or are participating in Phase III.

E. The Phase III Selection Committees approved projects must be approved by the Stratford Education Association.

F. The Phase III must also be approved by the Stratford School Board in order for it to be sent to Des Moines for final approval.

G. If the state does not fund Phase III this language is void.

Grant Proposal

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP_____

HOME PHONE _____WORK PHONE_____

SUBJECT(S) TAUGHT _____

_____

****

_____ I wish to participate in Phase III.

_____ I do not wish to participate in Phase III.

Signed _____

****

1. Identify Activity

_____

2. Briefly describe activity

_____

_____

3. Purpose of Activity (Who benefits? How?)

_____

_____

4. Give total number of hours to complete the activity.
   (Ex: Summer School - one class for five weeks. Total = 25 hours)

_____

_____

5. Other _____

_____

ARTICLE VI

Supplemental Pay

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 covered under the existing school insurance policies.

2. Rates of Pay
   Employee participation in extra-curricular activities except those individually contracted for which extend beyond the regularly scheduled in-school day shall be voluntary and non-paid. If duties are not filled in such a manner, they shall be assigned at the discretion of the principal, not to exceed three (3) assignments per employee per year. Regularly scheduled parent-teacher conferences will not count as part of these three (3) assignments. In the event an employee is assigned to work more than three (3) assignments, he or she will be compensated according to the hourly rate of pay of that employees salary.

Schedule C

K - 6 Band	3.25% of Base Salary
K - 6 Vocal	6.50% of Base Salary
Yearbook	5.00% of Base Salary
Summer Contract & Extended Year	A per diem calculated by dividing

the staff member's current step by 192 contract days. If an extended program is one hour of contact time, the employee will also be paid for an additional hour of planning time. If the contact time is 8:00-11:00, it will be a half day. If the contact time is 8:00-2:00, it will be considered a full day.

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3. Teacher as Sub
   A teacher who subs in the classroom for another teacher during the student day shall receive an $8.00 payment per period.

4. Roundtable/IEP
   A teacher who participates in either Round Table and/or IEP meetings beyond the contract day shall receive the per diem hourly rate (calculated by base/192 contract day = per diem/hours).

B. Expenses of Traveling Employees

1. Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate required by state law.

2. Bus Driving
   Employees required to drive a bus for extra curricular activities outside the regular school day shall be paid for driving time only at the regular bus drivers straight hourly rate.

ARTICLE VII

Insurance

A. Participation

The payment of contract insurance benefits shall be limited to those employees who work nine (9) months and at least twenty (20) hours per week. Exception could be made for those employees hired during the course of the school year. Benefits would then be pro-rated accordingly.

B. Health

Employees covered by this contract will be protected by a health, accident and major medical plan.

The district will pay the premium for the single rate for a health/major medical plan that has a minimum deductible of $500 and $1000 maximum deductible for single coverage.

C. Workman's Compensation

When an employee is injured while on the job but while working for the Stratford Community School District, and is entitled to and received workman's compensation under the Iowa law, the employer agrees to pay the difference between the employees net regular rate of pay and what workman's compensation pays. The amount of payments made by the employer to the employee shall be charged against the accumulated sick leave of the employee. Sick leave shall be figured on net payment for this section. Such sick leave payments shall be terminated at such time as employees sick leave accumulation has expired.

D. Coverage

The Board provided insurance program, shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board provided insurance on the first official school calendar day of employment or no later than September 1st.

E. Life Insurance

The Board will provide each employee covered by this agreement a $5,000 term group life insurance policy. The carrier to be selected by the Board.

ARTICLE VIII

Leaves

A. General Leave: Each employee shall be allowed 19 days of general leave each year. Staff who have been employed by Stratford Community School District for 10 years shall be allowed 20 days of general leave.

On the last day before vacation and the first day after vacation, the necessity of approval by the Board may be a possibility, depending on how many people are requesting leave; all other general leave shall be taken by the employee without any restrictions or conditions. The leave may be taken in half-day increments as necessary. General leave shall accumulate to 105 days in a banked pool of accumulated leave plus current year's 19 or 20 days of leave.

After a banked pool of 105 days of general leave is achieved, unused portions of the yearly total of 19 or 20 days shall be paid to the employee as the rate of $10.00 per day for the last 14-15 unused days, $25.00 per day for the next 3 unused days, and $50 per day for the first 2 unused days of general staff leave. This will be in the form of cash remuneration or may be paid to a tax-sheltered annuity that has been set up by the employee (a 403b annuity). Upon retirement, the employee shall be paid $10 per day for all unused leave up to 105 days of banked pool leave plus the unused portion of the 19 or 20 days of yearly leave. This payment also may be in the form of cash remuneration or may be paid into a tax-sheltered annuity that has been created by the employee (a 403b annuity).

Accumulated-banked pool leave shall be used after the 19 or 20 days of general yearly leave is exhausted. This banked pool of leave should be used for sickness, family illness, and bereavement. If general leave has all been used for non-personal reasons that are beyond the employee's control, banked pool leave will be considered for other uses.

In the case of an extreme emergency situation when an employee runs out of leave days or has not built up banked pool leave, district employees may donate days of their own 19 or 20 days or yearly general leave to this individual. This leave may be subject to Board approval.

If all other leave choices have been exhausted, good cause leave may be used.

It will be up to the district to find substitutes for teachers when leave is taken.

General leave may be taken even if more than one employee chooses to take leave simultaneously, with the exceptions stated before.

B. Jury Duty: The time necessary for teachers called to serve on a petit, grand, or federal jury shall be granted by the district with full pay. Any per diem fees or remuneration that the

employee receives shall be signed over to the school district, except that mileage, meal, and housing allowances shall remain the teacher's.

C. Maternity Leave: Maternity leave shall be handled as any other general leave with pay to be taken from the 19 or 20 days of leave and the employee's built-up pool. Extended leave may be available without pay.

D. Professional Leave: Professional leave days shall be used for educational purposes at the discretion of the employee and approved by the principal. The Board agrees to provide the necessary and reasonable funds for employees who desire to attend professional conferences. Travel (mileage), registration fees, as well as cost of the substitute, if required, shall be deemed appropriate expenses. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Mileage shall be reimbursed at the rate of $.33 per mile.

E. Good Cause:
   1. Short-term: Good cause leave shall be given to employees in special situations, who have used up all other types of leave. The employee shall request such leave in writing and pay for the substitute teacher if a substitute teacher is hired. Good cause leave should only be requests for emergency situations or those occasions that are unique and rare opportunities for the employee.
   2. Long-term: In the case of an unusual situation or emergency, extended leave may be requested without pay. The employee shall request such leave in writing.

ARTICLE IX

Employee Work Year and Hours

A. Workday

1. Arrival and Dismissal Time

Employees are required to work an 8-hour day. However, by mutual agreement, employees/ employers shall have the ability to arrange flexible schedules that better serve the needs of the students, professional growth and development, building/district goals, and state mandates. If teachers are to work at a Stratford School night activity that evening, they may leave 15 minutes after the close of the pupils school day. Teachers will be allowed to leave 15 minutes after the last dismissal time on Friday and days of early dismissal for holidays. Teachers will not be required to report when school is canceled for bad weather and may leave after bus departure if school is dismissed for the same reason. Exception: Teachers will be available for requested parental conferences.

2. Leaving the Building

Employees may leave the building during their preparation time with permission from their appropriate principal.

3. Lunch Duty

Certified personnel will be given a duty free lunch period of not less than 30 minutes daily. Employees may leave the building during their scheduled lunch period by notifying office personnel if the principal is not available.

B. Meetings

1. Faculty and Other

Employees shall be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings. Meetings shall not be called on Fridays or on any day immediately preceding any holiday, or other days upon which attendance is not required at school.

2. Notice and Agenda

The notice of any meeting, if possible with the agenda attached, shall be given to the employees involved at least one day prior to meetings, except in an emergency.

C. Length

1. The work year is 192 days. The one hundred ninety two (192) days will include all in-service days, workdays, and teaching days as specified in the school calendar as determined by the Board.

   Paid holidays will be: Labor Day, Thanksgiving, Christmas, New Years Day, Good Friday, Memorial Day.

2. When regularly scheduled parent-teacher conferences are held in the evening, students and teachers shall be dismissed for an equivalent amount of school time during a work week.

ARTICLE X

Reduction or Realignment of Staff

A. Coverage

B. All employees under this Agreement.

B. Layoffs

When, in the judgment of the Board, decline in enrollment, reduction of program or any other reason requires the reduction in staff among employees, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, give the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality program possible, the Administration shall base its decision as to resulting contract renewals on the following criteria:

1. Within the professional category of kindergarten through grade 12, that employee with the least seniority in the district shall be laid off first, provided that among the remaining employees are included teachers whose certification, experience and evaluation are sufficiently approved by the Board and the DE.

The decision on all requests for reduction and realignment of staff shall be at the discretion of the Board after consideration of the following factors in this order:

2. Qualifications of the applicant to fill the vacancy in question
3. Length of continuous service in the Stratford Community School District if there are two or more applicants for the same vacancy.
4. Best interest and needs to the school district
5. In the event that qualifications and seniority are equal, the best interest and needs of the school district shall be the deciding factor.
6. In the event that it is not possible to lay off the least senior employee in the professional category, the next least senior employee will be considered for staff reduction, etc. until the necessary reduction is completed.

C. Recall

Any teacher terminated pursuant to this section shall have recall privileges to the professional category that he/she was in immediately prior to said termination for two(2) years, from effective date of his/her termination provided, however, that he/she desires to be recalled to the Stratford Community School District. Such written request shall be filed with the Superintendent of Schools within thirty (30) days after notification to teacher of said termination.

Any teacher wishing to exercise his/her recall privileges shall keep the school informed of his/her current address by informing the Superintendent in writing of such changes in said teachers address.

If a vacancy occurs within the contract year for which the employee has above been granted right of notice and the employee may be qualified to fill said vacancy, the Administration shall advise the employee by certified mail of the existence of the vacancy within a reasonable period of time when the vacancy is known.

The employee shall within ten (10) days of the date of the mailing of their certified notice respond affirmatively to the Administration by reapplying for the vacancy and requesting the Administration to consider his/her reapplication.

Failure of the employee to re-apply shall waive any further requirements of notice by the administration for any subsequent or additional vacancies that may occur in the contract year.

Any teacher re-employed by exercising his/her recall privileges shall be given his/her experience as if continuously employed with the district provided he/she remains in his/her teaching field during the recall period. If the terminated teacher is forced to seek employment outside the field of education to be gainfully employed, such terminated teacher shall be given the next highest experience step over that experience step he/she had when his/her employment was terminated.

D. Notification

The administration shall provide written notice to the employee who may possibly be affected by reduction or realignment no later than April 1.

E. Resignation and Termination

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

F. Bars to Grievance Procedure in Staff Reduction

New employees must complete two (2) years in the district to be eligible to use the grievance procedure regarding layoffs. Each five years out of district experience may be substituted for one (1) year in district.

G. Seniority

Seniority shall be computed from the most recent date of continuous employment; however, no approved leave shall serve to break seniority.

H: Voluntary Transfer Procedures

a. Employees who desire a change in grade or subject assignment must file a written request with the Superintendent with 7 calendar days of Superintendent announcement of notice of district vacancy setting out the change in grade or

subject assignment to which the employee desires to be transferred in order of preference.

b. The decision on all requests for voluntary transfer shall be at the discretion of the Board after consideration of the following factors in this order:

    1. Qualifications of the applicant to fill the vacancy in question
    2. Length of continuous service in the Stratford Community School District if there are two or more applicants for the same vacancy.
    3. Best interest and needs to the school district

c. Notice of district vacancy shall be posted in the attendance center. A copy of such notice will be provided to the Association.

d. The provisions in the Article pertaining to requests for a change in grade or subject assignment and the processing thereof are subject to the Grievance Procedure provided in Article III only through Level II: Superintendent of said Grievance Procedure.

ARTICLE XI

Health and Safety Provisions

A. Physical Examination

Teachers are required to have a physical examination when entering our school system, this shall include a T.B. test or chest x-ray. A new physical shall be required every three years. The school will pay $50.00 toward the cost of these required physicals. The physicals must be completed 15 days before or after their first official school workday on a school provided form to qualify for payment by the school.

B. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, as determined by the school liability, fire insurance inspector. Conditions should be corrected in 90 days.

C. Use of Reasonable Force

An employee may, within the scope of this employment, use and apply such force as is reasonable, lawful and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self defense; and for the protection of persons or property.

D. Assault on an Employee

1. The Board will adhere to assault on an employee as mandated under law 613 A of the Code of Iowa.
2. Reporting Assaults

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

ARTICLE XII

Employee Evaluation
A. Notification

At the beginning of each school year, before October 1st, the principal shall acquaint the employees with the evaluation procedures, the Iowa Teaching Standards and criterion, the district-adopted descriptors, and the procedures and instruments to be used.

B. Observation and Purpose

All formal evaluation observations of an employee shall be conducted with the full knowledge of the employee and for the purpose of improvement of professional performance.

C. Observance—Beginning Teacher (new to the profession)

The performance of all employees in their first and second year (and third, if necessary) shall be formally observed at least once each semester.

D. Observation—Career Teacher

Beyond completion of the Beginning Teacher requirements, as part of the performance review process employees will be formally observed a minimum of once every three years. Informal classroom visits by the principal may occur at any time. If informal classroom observation (Walk Thru) becomes evaluative, a conference will be held and the employee will have the right to submit an explanation, other written statements, or other supportive evidence in response. The employee also has the right to choose the two Walk Thrus that will be added to the evaluation which will become part of the permanent personnel file. A teacher may also choose any Walk Thru to document meeting the Iowa Teaching Standards.

E. Formal Evaluation Procedures

During each school year involving a formal observation, the evaluator and employee shall mutually agree upon dates for a formal observation and post-observation conference. The pre-observation form must be completed and turned in to the principal at least two days prior to the formal observation. The post-observation conference must be no later than ten (10) school days following the formal observation.

Within 5 school days after the post-observation conference, each employee shall receive a written copy of his/her evaluation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

Copies of all evaluations shall be retained by the respective teachers, principal, and in a permanent personnel file in the Superintendents office.

The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence (1) during formal and informal observations, (2) in written materials developed by the teacher, and (3) in the post-observation conferences. If any aspect of the employee's teaching performance is rated as "needs improvement" by the evaluator, the evaluator shall list any appropriate suggestions for improvement known to the evaluator.

By March 15, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If only a conference is needed, then it shall be held by the end of March.

Each teacher has the right to have included in his/her permanent personnel file his/her letter answering any adverse evaluation. The file copy of such objections shall be signed by the teacher and the administrator to indicate awareness of content.

F. Performance Review

By May 15, the evaluator shall complete the Performance Review for career teachers and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Performance Review at least one day prior to the meeting. Each standard's criteria will not be rated but will be used as a reference point for overall performance on each standard.

If an employee receives a rating of "does not meet the standard" on their formal written evaluation, then such rating can be grieved. The grievance shall be processed through the formal grievance procedures with the date of occurrence of the event being the date of receipt of the evaluation by the employee.

> The arbitrator's review will be limited to whether the rating or statement in question is arbitrary, capricious or without basis in fact. The arbitrator's remedy shall be limited to correcting the rating or statements contained in the evaluation.
>
> Determination that an employee is in need of intensive assistance and the implementation of intensive assistance is not subject to the grievance procedure.

G. Parental Complaints

Parental complaints may become a matter of permanent personnel file only if submitted in writing, brought to the teacher's attention by the principal and the complaint remains unresolved. A teacher may give a written explanation or rebuttal to the complaint to be included in the permanent personnel file.

H. Career Development

During each school year involving an individual career development plan, the career teacher shall submit an individual or group career development plan by September 30. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 school days of its submission. Modification of the plan can be made at any time by mutual agreement. The annual review of the individual career development plan shall occur at a mutually agreed upon date prior to May 15.

I. Permanent Personnel File Review

Each teacher shall have the right, upon his/her request, to review the contents of his/her permanent personnel file except those marked confidential reference material. This review shall take place in the presence of the Superintendent or his/her designee, and the teacher shall have the right to be accompanied by a representative of the Association.

The employee shall have the right to submit an explanation or other written statement regarding any material used for formal or informal evaluation in his/her evaluation file.

ARTICLE XIII

Professional Development and Education Improvement

A. Inservice Education

1. Inservice Education Committee/Calendar advisory
   The inservice education committee shall consist of five (5) members: three teachers selected by the teachers and two (2) administrators.
2. The inservice education committee shall be responsible to help design and improve meaningful inservice meetings for the staff during the school year as set forth in Article XI; school calendar, and during the summer recess. Employee attendance at the summer inservice meetings will not be mandatory. Final authority to hold an inservice will be a management right. This committee shall recommend coordination of the calendar, inservice and Phase III meetings.
3. Cost
   The Board shall budget $200.00 per year to defray the cost of the inservice program.

B. Additional Membership

Nothing in this Article shall be construed to prevent established committees from consulting with or appointing to sub-committees such additional employees, administrators, students, parents or other persons deemed desirable or appropriate. In the event professional consultants are utilized or added, prior approval must be obtained from the Superintendent. The cost of approved consultants shall be paid by the Board.

ARTICLE XIV

Compliance, Duration, and Signature Clause

A. Separability

In the event that any provision of this agreement shall become void or illegal during the term of this Agreement such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement.

B. Printing Agreement

Copies of this agreement shall be printed at the school office. It shall be printed within 60 days after agreement and shall be printed as agreed by both parties. Each party may have as many copies as they are willing to pay for.

C. Duration Period

This agreement shall be effective as of August 15, 2006 and shall continue in effect until August 14, 2007. Each party may open two language Articles in the 2006-2007 Bargaining Sessions.

D. Finality and Effect of Agreement

This agreement supersedes and cancels all previous agreements between the Stratford School District and the Stratford Education Association or any employee and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that the understandings and agreement arrived at through the collective bargaining are set forth in this agreement.

E. Signature Clause

In witness whereof the parties hereto have cause this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 26th day of April, 2006.

Stratford Education Association	Stratford Community School
Association	Board Member
by Jan Baker President	by Cheryl Lindmail President
by Karen Kobula Mason Chief Negotiator	by Sarah Pinder Chief Negotiator