Sumner CSD Sumner EA 7/1/2006 6/30/2007

SUMNER CSD/EA 06-07

AGREEMENT

Sumner Community Schools

Sumner, Iowa

between

Board of Education

and

Sumner Education Association

July 1, 2006

Through

June 30, 2007

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SUMNER COMMUNITY SCHOOLS

Board of Education - Sumner Education Association Agreement

Article I

GRIEVANCE PROCEDURE

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

1.21 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

1.22 The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrators failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

1.23 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the staff.

1.31 First Step
An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her principal.

1.32 Second Step
If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within fifteen (15) calendar days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.

1.33 Third Step
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee 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 Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal.

1.34 Fourth Step
If the grievance is not resolved satisfactorily at step 3, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within thirty (30) days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be rendered within fifteen (15) calendar days and shall be binding on both parties.

1.35 Expenses for the Arbitrators services shall be borne equally by the School District and the Association.

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

1.41 If the Association or any employee files a grievance in any form other than under the grievance procedure of the Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

1.51 Any aggrieved person may be represented at Steps 2, 3, and 4 of the grievance procedure by himself, or, at his option, 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 grieve any adjustment or the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

1.61 If, in the judgment of the Association, a 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 step three. The Association may process such a grievance through all levels of the grievance procedure.

1.71 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 the participants.

1.81 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.

Article II

DUES DEDUCTION

2.1 Authorization. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of the professional dues. The form of the assignment shall be as set forth in Schedule A. The form shall be obtained from and returned to the Association Treasurer. The word dues shall not be construed as including initiation fees, special assessments, back dues, or fines.

2.2 Regular Deduction. Pursuant to the deduction authorization, the Board shall deduct one-fifth (1/5), one-tenth (1/10), or one-twelfth (1/12) of total dues from the regular salary check of the employee each month for five (5), ten (10), or twelve (12) months, beginning in September and ending in January, June, or August of each year.

2.3 Duration. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

2.4 Termination. Any employee who terminates employment prior to January shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made .

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

2.6 Indemnification. The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of application of the provisions of the Agreement between the parties for dues deductions.

Article III

COMPENSATION

3.1 Salary Provision

3.11 The salary of each employee covered by the regular salary schedule is set forth in the salary schedule subject to the following:

3.12 Increments

3.121 Advancements on the salary schedule shall be made only upon recommendations of the Superintendent and the Building Principal. Increments, or portions thereof, will be withheld by action of the Board if and when the service of any employee falls below professional standards as set by the Board and Administration of the Sumner Community Schools. Eligibility to receive each annual increment provided for in the salary schedule is dependent upon two major factors: (1) Continued satisfactory service, and (2) Objectively established evidence of continued professional growth.

3.13 Horizontal Advancement

3.131 In order to qualify for horizontal advancement on the salary schedule, hours earned beyond the Bachelors Degree or the Masters Degree must be in the area of the employees teaching assignment. Hours not earned on an active degree program shall be evaluated by the Superintendent for advancement horizontally on the schedule. It is suggested that the employee seek prior approval for courses not taken on an active degree program.

3.132 An employee moving horizontally on the schedule will advance one vertical step the first year and at the regular rate thereafter, regardless of years of prior experience.

3.133 Whenever an employee has completed enough semester hours of study to entitle him or her to a higher classification on the salary schedule, there will be no change in status until new contracts issued for the following year. However, if an employee has notified the Board in writing by June 1 that a change in classification will be possible before the start of the next school year, a reclassification on the salary schedule will be made upon presentation of transcript of credit showing that the necessary hours of credit have been earned, and a new contract will be drawn. Only credits earned in institutions of the collegiate level, and approved by the North Central Association of Colleges and Secondary Schools will be accepted.

3.134 An official transcript will be submitted before September 15 of the current year as proof of credit for horizontal advancement on the salary schedule. If such transcript is not available by September 15, the employee shall submit other written evidence from the college or university verifying that the appropriate hours or degree has been completed. The transcript shall be submitted as soon as possible, thereafter.

3.135 Employees gaining National Board Certification will be paid a one-time bonus of one thousand dollars ($1,000.00)

3.14 Vertical Advancement

3.141 A salary barrier shall exist after steps 5, 10, and 15 on the salary schedule. To advance beyond a salary barrier, an employee must earn at least five (5) semester hours of credit in an approved college or university during each five year period. Employees entering the Sumner Community School System cannot cross a barrier without meeting the above requirements of five (5) semester hours. Failure to comply with this requirement means that the employee will remain stationary on the schedule. Employees beyond their last step are also expected to comply with the five year regulation for training requirements.

3.142 An official transcript will be submitted before September 15 of the current year, as proof of credit for vertical advancement on the schedule. If such transcript is not available by September 15, the employee shall submit other written evidence from the college or university verifying that the appropriate hours have been completed. The transcript shall be submitted as soon as possible, thereafter.

3.143 Employees on Step 11 or more with a minimum of five years teaching experience in the Sumner Community Schools, may present for approval correspondence work, a written statement of educational travel, or other forms of educational credit to meet this requirement. If an employee plans to substitute travel, correspondence work or other credit, written approval of the Superintendent must be obtained in advance. This travel, correspondence or credit should bear a reasonable relationship to the five semester hours of training as far as time, expense, and growth is concerned. If such travel experience is approved, the employee shall submit a written synopsis of the itinerary and educational value of the travel to the Board before credit will be granted. Hours earned by travel, correspondence work, or other methods to meet the training barrier do not count toward advancement to the next classification on the salary schedule.

3.15 Compensation for Incoming Experience

3.151 Employees new to the Sumner Community Schools may receive credit for past teaching experience upon the discretion of the Superintendent, if it is in the interest of the District and the candidate.

3.152 Credit may also be given, upon the discretion of the Superintendent, for experience in trade and industrial activities and specialized work requiring technical skills and training where this experience is appropriate to the teaching assignment.

3.153 Placement at initial employment shall not be subsequently modified.

3.2 Salary Schedule. See Schedule B.

3.3 Supplemental Salary Schedule. See Schedule C.

3.4 Extra Duty Pay Schedule. See Schedule D.

3.5 Wage Escalator
If the State Legislature should grant any funds other than or above the previously announced per-pupil allowable growth for the 2006-2007 school year, then the Sumner Education Association may request to reopen bargaining on the salary and insurance issues. The additional moneys contemplated in this paragraph does not include moneys designated by the Legislature for specific purposes; such as technology or infrastructure. If the additional moneys are designated for salary aid, then one hundred percent (100%) of those designated funds will be used for salary aid. If the additional moneys are non-designated aid, then the Sumner Education Association may request to reopen bargaining.

3.6 Insurance
Any changes in insurance carriers or coverage for any policy specified in this Agreement shall be made by mutual agreement of the parties. Coverages afforded the employees shall be subject to the insurance companies regulations.

3.611 Hospitalization and Major Medical
The Board shall provide hospitalization and major medical insurance coverage for the employees covered by this Agreement and their dependents. Each employee desiring such coverage shall pay the first $1.00 of each years premium by May 15 of the preceding fiscal year. Employees, upon initial employment, shall pay $1.00 at the time they wish coverage to begin. An amount equal to the excess of the contract insurance allowance over the single premium will be paid to the employee not desiring dependency coverage.

3.612 A maximum of six hundred thirty and 00/100 dollars ($630.00) per month will be paid by the Board for this coverage for fiscal year 2006-2007.

3.613 Any portion of the coverage which is not paid by the Board is to be paid by the employee and deducted from the monthly compensation for services.

3.621. Long Term Disability Insurance
The Board will provide a Long Term Disability Insurance for employees covered under this Agreement.

3.622 The policy shall contain the following provisions:

3.6221 There shall be a 90 day disability qualification period.

3.6222 The monthly benefit shall be 60% of the scheduled monthly compensation.

3.63 Disability Provisions
3.631 If during the first year of employment an employee is disabled for 50 calendar days and uses all allowed days of sick leave, the employee may be advanced up to ten (10) days of sick leave from the days allowed for the second year of employment. At the beginning of the second year of employment, the employee shall be credited with eleven (11) days of sick leave minus the number of days advanced.

3.632 In the event the employee is terminated or resigns at the end of the first year of employment and has been advanced more sick leave than earned, the District is legally bound to recover from the employee the amount of the employee per day pay for each day of sick leave advanced.

3.633 If during the second year of employment an employee is disabled for 50 calendar days and uses all allowed days of sick leave, the employee may be advanced up to ten (10) days of sick leave from the days allowed for the third year of employment. At the beginning of the third year of employment, the employee shall be credited with twelve (12) days sick leave minus the number of days advanced.

3.634 In the event an employee is terminated or resigns at the end of the second year of employment and has been advanced more sick leave days than earned, the District is legally bound to recover from the employee the amount of the employee per day pay for each day of sick leave advanced.

3.64 Term Life Insurance
The Board shall provide a Term Life insurance policy of $10,000.00 for the employees covered by this Agreement.

3.7 Extended Year Contract
3.71 Any employee who is offered and accepts an assignment beyond the regular school year will be additionally compensated at a per diem rate of the employees position on Salary Schedule B.

3.72 Professional Development Day
In the event the Iowa Legislature requires the district to add one or more professional development days to the school year and provides sufficient funding to compensate teachers on a per diem basis, the district agrees it will add only the required number of professional development days and the district shall compensate teachers on a per diem basis for each day or portion thereof added to the school year.

In the event, the Iowa Legislature required the district to add one or more professional development days to the school year and the Legislature does not provide sufficient funding to compensate teachers on a per diem basis, the parties agree that compensation for any additional days or a portion thereof shall be subject to negotiations, including all steps of the statutory impasse procedures.

3.8 Method of Payment

3.81 Pay Periods. Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. However, an employee may elect to be paid in ten (10) equal installments on the twentieth (20th) of each month starting in September and ending in June of the school year. Any employee electing to receive said pay in ten (10) equal installments must file a written election with the Board Secretary on or before September 5 each year, with said election valid for the entire school year.

3.811 Any beginning employee will be paid one-half (1/2) of their first month's installment following ten (10) contract days of employment. The balance of the installment will be paid on the 20th of September.

3.82 Exception

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

3.9 Phase II Funding

3.91 Phase II monies are not integrated onto the current Salary Schedule (Schedule B). However, a Phase II schedule will be established each September by adding Phase II funding to Schedule B. This schedule is attached as Schedule E. This separate schedule will be revised and distributed to the staff if there are any additions or deletions to the Phase II monies received by the District. Schedule B is used to generate Schedule C, Supplemental Salary Schedule.

Article IV

LEAVES AND ABSENCES

4.1 Sick Leave

4.11 Full-time employees shall be granted leave of absence with full pay for personal illness or injury in accordance with the following schedule:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year and subsequent years of employment	15 days

4.12 The above amounts shall apply only to consecutive years of employment in the Sumner Community School District. The unused portion of an employees sick leave shall be cumulative to a maximum of one hundred twenty (120) days. No employee will be allowed more than 120 days of sick leave during the contract year.

4.13 The Board may in each instance require such reasonable evidence as it may desire confirming the necessity of such leave of absence.

4.14 Sick leave shall be granted only for one-half day or full-day time periods.

4.15 Part-time employees shall be granted sick leave in accordance with this Agreement and one day shall be defined as that portion of the day which the part-time employee is contracted for.

4.16 Sick leave shall not be granted for elective surgery.

4.17 Employees may use accumulated sick leave for illness in the family. Family sick leave shall not exceed five (5) days in any one school year. For purposes of this paragraph family means: spouse, son or daughter, father or mother, father-in-law or mother-in-law. The first four (4) days of family sick leave used by an employee in any one school year will be treated as regular sick leave days. If an employee uses day five (5) of family sick leave in any one school year, the District will deduct for those additional days at the substitute pay rate.

4.18 When an employee has exhausted his available sick leave, he shall have 1/193rd (1/length of contract if other than 193) of his salary for each day absence deducted from a subsequent paycheck. When an employee is absent without pay for a reason other than illness, he shall have 1/193rd (or /length of contract if other than 193) of his for each day of absence deducted from a subsequent paycheck.

4.2 Bereavement Leave

4.21 Five (5) days leave with pay may be granted in the event of a death in the employees immediate family. These are mother, father, sister, brother, wife, husband, son, daughter, step-child, mother-in-law, father-in-law, son-in-law, and daughter-in-law.

4.22 Two (2) days leave with pay may be granted to attend the funeral of a relative of the second degree. These include grandparents, grandchildren, uncle, aunt, cousin, brother-in-law, sister-in-law, or step-grandchild. The number of days granted will ordinarily be determined by the required travel distance to attend the funeral.

4.23 Two (2) whole days or four (4) one-half days leave with pay may be granted to attend the funeral of any other person not named in Paragraphs 4.21 and 4.22. These leaves may be taken in time segments that align with the time and distance of the funeral. No deduction shall be made for the use of one (1) whole day or the first two (2) one-half days of this leave. Should an employee use a second whole day or the third or fourth one-half day segments, the District will deduct for those days at the substitute pay rate.

4.4 Personal Leave

4.41 An employee may be granted two full days or four half days of personal leave during the school year. The employee shall notify his/her principal at least three days in advance of the intended leave. This notice requirement may be waived by the principal in case of a medical, legal, or family emergency.

4.42 Personal leave will not be granted during the first or last five contract teaching days of the school year, nor the day before or day after a vacation period. This provision may be waived by the Superintendent in case of an emergency.

4.43 No more than three employees will be granted personal leave on any one day. Restrictions on this matter may be waived by the Superintendent.

4.44 Any personal leave taken which does not comply with this policy will be considered as leave without permission or leave without pay.

4.45 The unused portion of an employees personal leave shall be cumulative to a maximum of four (4) days. No employee will be allowed more than 4 days of personal leave during the contract year.

4.46 At the end of the school year, the employee will notify the board secretary in writing their election to accumulate or to receive payment for any unused personal days. Payment for unused personal days will be reimbursed at the substitute wage rate in the June paycheck.

4.5 Maternity Leave

4.51 Notification of Commencement of Leave. The employee shall notify the Board as soon as the employee foresees any necessity to change a contract. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the attending physician.

4.52 Notification of Intention Following Delivery. Within thirty (30) days after delivery or no later than April 1, whichever occurs first, the employee shall notify the Board in writing of her intent to (a) return to full-time teaching duties; (b) take leave for the balance of the contract year; (c) request extended leave for the following contract year.

4.53 Return to Employment. The employee shall return to previously assigned full-time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges. Return to employment after a year of extended leave shall be subject to the terms of any reduction in force policy.

4.54 Extended Leave. Extended leave of one contract year, to begin after the current contract year, shall be granted upon the written request of the employee. Such requests must be made before April 1 of the year preceding the intended year of extended leave. Extended leave shall not be granted for an additional contract year if maternity leave began before February 1 of the current contract year.

4.55 Extended Leave Limited. Beginning with the 1978-79 contract year, extended leave, under provision 4.54, shall not be granted more than twice to any employee.

4.56 Benefits. Health insurance shall be continued for the balance of the contract year. Health insurance may be continued for the twelve months of the extended leave if the employee assumes full cost of the insurance. These premiums shall be payable to the Secretary of the Board, Sumner Community Schools, Sumner, one month in advance.

4.57 Sick Leave. The employee shall be allowed the use of accumulated sick leave for delivery and recovery. The need for sick leave beyond ten (10) days shall be certified by the attending physician. The Board reserves the right to seek the advice of a second physician if agreement is not reached on the need for additional sick leave. The use of sick leave for maternity will be treated as any other illness or disability.

4.58 Adoption of Children. In case of adoption, these policies shall apply where appropriate.

4.6 Other Leaves of Absence

4.61 The employee may be granted additional leave time upon the approval of the building principal. The Principals decision on granting this leave will not be grievable under this contract.

4.7 Association Leave

4.71 Four days leave shall be granted to the Association for the purpose of attending Association meetings. The Association shall pay the cost of the substitute if one is hired.

4.8 Professional Leave

4.81 Leave shall be granted at the written request of the employee once (1 day) each year for the purpose of attending conferences, workshops, conventions, and of visiting schools which have exemplary programs directly related to the employee assignments. Employees may request additional days with approval of administration.

4.82 Any employee taking professional leave under the provisions of Section 4.81 shall file a typewritten report with the building principal within five (5) school days of the meeting. This report shall emphasize the information obtained at the meeting which is beneficial to the educational program of the Sumner Community Schools. The employee, if requested by the administration, shall report on the meeting to the faculty or appropriate group.

4.83 Application for this leave must be presented for approval of the Administration at least five days prior to leaving. This type of leave may be denied:

1. On the day before or the day after a holiday or vacation.
2. On special days such as Parent-Teacher Conferences.
3. When it would cause undue interruption to the educational process.
4. If the leave does not directly relate to the employees assignment.
5. If a qualified substitute is not available.

4.84 Expenses for the professional leave shall be paid by the employee. The School District shall reimburse the employee for the reasonable expenses of transportation and registration up to a maximum of $100.00 to be paid upon the timely (five school days) completion of the report.

4.85 The employee may request or may be asked to attend meetings or to visit other schools at the discretion of the Administration. When this occurs, reasonable expenses of the employee will be paid by the School District.

Article V

HOURS

5.1 A normal school day consists of eight hours including lunch. Within the eight hour day, the administration shall set the time for performance of duties, instructional preparation, and noon supervision and lunch.

5.2 The specific hours of any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the administration.

5.3 Employees shall be required to attend and participate in faculty meetings, in service meetings, and other supervisory activities assigned by the administration. Supervisory activities listed on the extra duty pay schedule shall be filled by volunteers.

5.4 Employees may leave fifteen (15) minutes before the end of the normal school day on Friday and five (5) minutes after the end of the student day on the day prior to a vacation period, or five (5) minutes after the end of the student day because of early dismissal for weather.

5.5 On the day before Thanksgiving vacation and on the day before Christmas vacation, school will be dismissed after minimum state accreditation requirements have been met.

Article VI

HEALTH AND SAFETY

6.1 Employees shall observe all rules and regulations established by the Board for the protection of life, limb, and health of the employees and the students, and for the preservation of school property.

6.2 All employees are required to take a physical examination, including a tuberculin skin test, at the time of initial employment and every third year thereafter. The examination shall be given by a licensed physician of the employees choice, and a copy of the results shall be submitted to the Office of the Superintendent within thirty days after the initial employment contract is signed, and within a sixty-day period prior to August 15 every third year thereafter.

6.3 Initial employment physical examination costs will be paid by the employee.

Article VII

EMPLOYEE EVALUATION

7.1 By the end of the sixth week of each school year, a member of the administrative staff shall acquaint teachers with the evaluation procedures, Iowa Teaching Standards and criteria and evaluation instruments.

7.2 Tier 1 – Beginning Teachers
Teachers in the first or second year of the profession and who hold an initial license shall be considered Tier 1 teachers. Tier 1 teachers shall focus on mentoring and induction; classroom observations and the Iowa Teaching Standards and criteria. The evaluation procedure for Tier 1 teachers shall consist of both formal and informal observations.

Tier 1 teachers will be formally observed by the principal at least three (3) times. At least one (1) of the observations will be an extended observation of a minimum of one-half (1/2) day for elementary teachers and at least three (3) consecutive days of the same class period for middle and high school teachers. The observations will focus on the Iowa Teaching Standards and criteria. Each observation will include a pre-conference and a feedback conference. The feedback conference shall be within twenty (20) school days of the observation. The district will provide a form for the summative evaluation report. At the conclusion of the second year, there will be a comprehensive evaluation of the teacher.

7.3 Tier 2 – Career Teachers
Tier 2 is for teachers who have received a standard teaching license. Teachers who have successfully completed a probationary period in another district are considered as career teachers and may be evaluated at least two (2) times in their first year of probationary employment with the district. Teachers who are in their third and/or fourth year of probation may be evaluated at least two (2) times each year. The observations, formal and informal, will focus on the Iowa Teaching Standards and criteria. Each observation will include a pre-conference and a feedback conference. The feedback conference shall be within twenty (20) school days of the observations. The district will provide a form for the summative evaluation report.

7.4 All other career teachers shall develop an individual career development plan that aligns with the Iowa Teaching Standards and criteria and the district and building improvement goals. Prior to October 15, these teachers will meet with their principal to review, refine and finalize their plan.

At least once every three (3) years, Tier 2 teachers shall be evaluated by a building principal using the Iowa Teaching Standards and criteria. Each standard will be rated as "meets standard" or "does not meet standard". The criteria for each standard will be used as a reference point for gathering evidence on each standard towards overall performance.

Tier 2 teachers will be formally observed by their principal at least once during the performance review cycle. The observation will focus on the Iowa Teaching Standards and criteria. The observation will include a pre-conference and a feedback conference. The feedback conference shall be within twenty (20) school days of the observation. The district will provide a form for the summative evaluation report.

All teachers shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file within ten (10) school days following receipt of the written evaluation report by the teacher. When evaluations other than the formal classroom evaluation are to be recorded in the teacher's file, the employee shall be made aware of these evaluations within two (2) days and shall be allowed to respond in writing to the evaluation for inclusion in his/her personnel file within ten (10) school days.

Article VIII

REDUCTION IN FORCE

8.1 In the event the Board determines that staff must be reduced, the following procedures shall be used in determining which employees shall be terminated.

8.2 Unless needed to maintain an existing program, the employees in the affected area or level (levels defined as K-6, 5-8, and 7-12) will be considered for termination in the order listed:

8.21 Employees with emergency or temporary certification.

8.22 Employees who are on probationary status because of unsatisfactory performance as measured by the criteria established by the Board.

8.23 Employees who have less than three years teaching experience in the Sumner Community Schools.

8.24 Employees with the least seniority in the Sumner Community Schools in the area or level affected shall be terminated if the reduction in staff has not been accomplished by the three steps above.
An employee may not displace or bump into another assignment area unless the employee has the necessary approvals or endorsements. If no approval or endorsements are necessary for the position, the employee must have previous experience teaching the subject area or has earned or will earn ten graduate semester hours which are content specific in the area where displacement is taking place. The ten graduate hours shall be earned as follows: (A) a minimum of three (3) hours shall be earned within the ten (10) years preceding the first day of teaching in the displacement or assignment area, and (B) the remaining hours shall be earned within one (1) year following the first day of teaching in the bumped position.

8.241 Seniority for purpose of this Article shall be defined as consecutive years of service in the Sumner Community Schools. A year of service shall be defined as consisting of a minimum of 106 teaching days. A year leave of absence granted under provision 4.54 shall not count as a year of credit and it shall not interrupt the accumulation of service credit.

8.25 If two or more employees in the area or level affected have identical seniority in Step 4, the Board shall determine the employee to be terminated using the following criteria:

8.251 The general competency and effectiveness as determined by the evaluation system in effect in the system.

8.252 The breadth of certification and teaching experiences in the different grade levels and subject areas involved.

8.253 Amount of education, training, pattern and type of self-upgrading through college courses, seminars, and conferences.

8.31 Any employee who is laid off pursuant to this Reduction In Force Agreement shall be recalled to any vacancy for which he or she is certified for two (2) subsequent employment years.

8.32 Any employee who is terminated through Reduction In Force and desiring recall rights shall maintain on file with the Superintendent his or her current mailing address and a list of teaching assignments for which he or she is certified.

8.3 Should a vacancy occur for which the employee is certified, the Superintendent shall notify the employee by mail of the vacancy. The employee shall respond affirmatively within fifteen (15) calendar days from the date of mailing. Failure to respond in the affirmative within the required time shall result in the termination of all the employees recall rights under this Agreement. Employees shall be recalled in the reverse order of lay off.

8.34 Any employee who is reinstated through this recall provision shall be reinstated at one salary step above the salary step he or she was on at the time of Reduction In Force.

8.4 Any employee who is hired to temporarily replace another employee, and that employee is laid off due to lack of work, because of the return of the full time employee, that lay off shall not be considered a reduction in force under the master contract between the parties and that reduced employee shall not have recall rights.

Article IX

FINALITY AND EFFECT OF AGREEMENT

9.1 This Agreement supersedes and cancels all previous agreements and practices (to which this Agreement speaks) between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its terms.

9.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

9.3 A specific item of this Agreement may be opened for negotiations during the life of this Agreement by voluntary, mutual consent of the Association and the Board. The decision of either party not to reopen negotiations shall not be grievable. Negotiations under this provision shall not be subject to impasse procedures.

Article X

VOLUNTARY TRANSFER PROCEDURE

10.1 The Superintendent shall post in the Superintendents outer office and all faculty work rooms, a list of teaching or supplemental vacancies which occur during the school year and for the following school year upon knowledge of the vacancy.

10.2 Employees who desire to make application for posted vacancies for teaching assignments or supplemental assignments shall make written application to the Superintendents office.

10.3 Transfer applications shall receive equal consideration with all other applications.

Article XI

PHASE III REOPENER

11.1 The parties agree to reopen bargaining in relation to all mandatory subjects of bargaining as enumerated in Section 20.9, Code of Iowa, which are contained within the Phase III plan by the Planning Committee established by Code of Iowa 294A.15.

11.2 If no mutually acceptable agreement can be obtained between the parties prior to April 15, 2006, for the year 2006-2007 either party may invoke the statutory impasse procedures contained in Chapter 20, Code of Iowa. The statutory impasse procedure shall then be followed, including binding arbitration if necessary, so that an agreement shall be reached by June 1, 2006.

Article XII

NOTICES

12.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.

12.2 If by Association, to Board of Education, Sumner Community Schools, Sumner, Iowa.

12.3 If by Board, to Sumner Education Association, Sumner Community Schools, Sumner, Iowa.

Article XIII

DURATION

13.1 This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

Article XIV

SIGNATURES

In witness whereof the parties hereto 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 27th day of April, 2006.

SUMNER EDUCATION ASSOCIATION	BOARD OF EDUCATION
_____	_____
Sarah Bolte, President	Roger Shaffer, President
_____	_____
Ron Hartman, Chief Negotiator	John Tremaine, Chief Negotiator

SCHEDULE A

DUES DEDUCTION AUTHORIZATION FORM

Name _____

Social Security Number _____

I hereby request and authorize the Board of Education of the Sumner Community Schools to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of United Teaching Profession dues, which amount is to be remitted each month on my behalf to the Treasurer of the Sumner Education Association.

It is understood that this authorization shall begin on the first payroll period and the Board shall deduct one-fifth (1/5), one-tenth (1/10), or one-twelfth (1/12) of total dues from the regular salary check of the employee each month for five (5), ten (10), or twelve (12) months beginning in September and ending in January, June, or August of each year. The authorization shall continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and said organization.

Signature _____ Date _____

This completed form is to be returned to the Association Treasurer no later than September 5 of the year in which United Teaching Profession dues deduction is to begin.

$_____ @ month for five months = $_____ per year.

$_____ @ month for ten months = $_____ per year.

$_____ @ month for twelve months = $_____ per year.

SCHEDULE B
2006-2007 Salary Schedule
Sumner Community Schools

The following table shows the percentages applied to the 2006-2007 BA base figure of $ 27,241.00 The percentage figure is caluculated on the base. (Note: The step number is always one more than the years of experience credit.)

Step	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
1	$ 27,241.00 100%	$ 28,603.05 105%	$ 29,692.69 109%	$ 30,782.33 113%	$ 31,871.97 117%	$ 32,961.61 121%
2	$ 28,603.05 105%	$ 29,965.10 110%	$ 31,054.74 114%	$ 32,144.38 118%	$ 33,234.02 122%	$ 34,323.66 126%
3	$ 29,692.69 109%	$ 31,054.74 114%	$ 32,144.38 118%	$ 33,234.02 122%	$ 34,323.66 126%	$ 35,413.30 130%
4	$ 31,054.74 114%	$ 32,416.79 119%	$ 33,506.43 123%	$ 34,596.07 127%	$ 35,685.71 131%	$ 36,775.35 135%
5	$ 32,144.38 118%	$ 33,506.43 123%	$ 34,596.07 127%	$ 35,685.71 131%	$ 36,775.35 135%	$ 37,864.99 139%
6	$ 33,506.43 123%	$ 34,868.48 128%	$ 35,958.12 132%	$ 37,047.76 136%	$ 38,137.40 140%	$ 39,227.04 144%
7	$ 34,596.07 127%	$ 35,958.12 132%	$ 37,047.76 136%	$ 38,137.40 140%	$ 39,227.04 144%	$ 40,316.68 148%
8	$ 35,685.71 131%	$ 37,047.76 136%	$ 38,137.40 140%	$ 39,227.04 144%	$ 40,316.68 148%	$ 41,406.32 152%
9	$ 36,775.35 135%	$ 38,137.40 140%	$ 39,227.04 144%	$ 40,316.68 148%	$ 41,406.32 152%	$ 42,495.96 156%
10	$ 37,864.99 139%	$ 39,227.04 144%	$ 40,316.68 148%	$ 41,406.32 152%	$ 42,495.96 156%	$ 43,585.60 160%
11	$ 39,227.04 144%	$ 40,589.09 149%	$ 41,678.73 153%	$ 42,768.37 157%	$ 43,858.01 161%	$ 44,947.65 165%
12	$ -	$ 41,678.73 153%	$ 42,768.37 157%	$ 43,858.01 161%	$ 44,947.65 165%	$ 46,037.29 169%
13	$ -	$ -	$ 43,858.01 161%	$ 44,947.65 165%	$ 46,037.29 169%	$ 47,126.93 173%
14	$ -	$ -	$ -	$ 46,037.29 169%	$ 47,126.93 173%	$ 48,216.57 177%
15	$ -	$ -	$ -	$ -	$ 48,216.57 177%	$ 49,306.21 181%
16	$ -	$ -	$ -	$ -	$ -	$ 50,395.85 185%

SCHEDULE B (continued)

CAREER LONGEVITY INCREMENT

A career longevity increment will be paid to those certified employees with service in the Sumner Community School District as follows:

15 years	$600.00
20 years	$700.00
25 years	$800.00

SCHEDULE C 2006-2007 SUMNER COMMUNITY SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

Base= $ 27,241.00

	1	2	3	4	5	6	7
Jr-Sr Activities Director *	19.00% $ 5,175.79	19.55% $ 5,325.62	20.10% $ 5,475.44	20.65% $ 5,625.27	21.20% $ 5,775.09	21.75% $ 5,924.92	22.30% $ 6,074.74
Senior High AD	12.67% $ 3,451.43	13.03% $ 3,549.50	13.40% $ 3,650.29	13.77% $ 3,751.09	14.13% $ 3,849.15	14.50% $ 3,949.95	14.87% $ 4,050.74
Junior High AD	6.33% $ 1,724.36	6.52% $ 1,776.11	6.70% $ 1,825.15	6.88% $ 1,874.18	7.07% $ 1,925.94	7.25% $ 1,974.97	7.43% $ 2,024.01
Sr High Vocal Music HS Instrumental Music Varsity Football, Volleyball, Basketball, Wrestling, Track, Baseball, Softball Coach Speech & Dramatics	11.00% $ 2,996.51	11.55% $ 3,146.34	12.10% $ 3,296.16	12.65% $ 3,445.99	13.20% $ 3,595.81	13.75% $ 3,745.64	14.30% $ 3,895.46
Audio-Visual Director Ass't Football, Volleyball, Basketball, Wrestling, Track, Baseball, Softball Coach	9.00% $ 2,451.69	9.45% $ 2,574.27	9.90% $ 2,696.86	10.35% $ 2,819.44	10.80% $ 2,942.03	11.25% $ 3,064.61	11.70% $ 3,187.20
Cheerleading Advisor Golf Coach Cross Country Coach	7.00% $ 1,906.87	7.35% $ 2,002.21	7.70% $ 2,097.56	8.05% $ 2,192.90	8.40% $ 2,288.24	8.75% $ 2,383.59	9.10% $ 2,478.93
Speech Coach-Individual Events Speech Coach-Large Group Musical Director Drama Director 7th & 8th Grade Football 7th & 8th Grade Basketball Middle School Instr. Music Middle School Vocal Jr. High Track, Wrestling, Volleyball	5.00% $ 1,362.05	5.25% $ 1,430.15	5.50% $ 1,498.26	5.75% $ 1,566.36	6.00% $ 1,634.46	6.25% $ 1,702.56	6.50% $ 1,770.67
Ass't Middle School Coach	4.00% $ 1,089.64	4.20% $ 1,144.12	4.40% $ 1,198.60	4.60% $ 1,253.09	4.80% $ 1,307.57	5.00% $ 1,362.05	5.20% $ 1,416.53
Ass't Speech-Individual Events Ass't Speech-Large Group Ass't Musical Director Ass't Drama Director	3.00% $ 817.23	3.20% $ 871.71	3.40% $ 926.19	3.60% $ 980.68	3.80% $ 1,035.16	4.00% $ 1,089.64	4.20% $ 1,144.12
Drivers Education	0.60%	$ 163.45	per student completing the course				

*The Administration will make a good faith effort to provide an extra period for the Activities Director. If an extra period is not provided, Activities Director will be paid an additional $1,500.00. If the position is divided into Junior High and Senior High levels, the extra period will go to the Senior High position

SCHEDULE D

EXTRA DUTY PAY SCHEDULE

Employees are to be paid for those school activities at which they work according to the following schedule. Free passes will be issued to all employees and their spouses.

1.	Ticket Sellers/Takers		$17.50
2.	Timers	Varsity Events	$17.50
		Jr. High/JV Events	$15.00
3.	P. A. Announcer	Varsity Football	$17.50
4.	Scorers	Varsity Events	$17.50
		Jr. High/JV Events	$15.00
5.	Other	Pep Bus Chaperone	$20.00