

2010 – 2013
MASTER CONTRACT

BETWEEN

CENTRAL LYON SCHOOLS

AND

CENTRAL LYON
EDUCATION
ASSOCIATION

July 1, 2010 – June 30, 2013

Included: All regular full and part-time professional employees including: classroom teachers (preschool, TK, K-12), librarian(s), special teachers, reading teachers and guidance counselors.

Excluded: Superintendent, principals, non-professional employees and all other public employees excluded by Section 20.4 of the Act.

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ARTICLE I

LEAVES OF ABSENCE

All benefits granted by this contract (i.e. leaves, insurance, etc.) will be granted based upon the percentage of full time employment.

A. SICK LEAVE

Employees shall be granted sick leave as follows:

First full year of employment	10 days
2nd full year of employment	11 days
3rd full year of employment	12 days
4th full year of employment	13 days
5th full year of employment	14 days
6th full year of employment	15 days
and all subsequent years	15 days

The above amounts of sick leave shall apply only to consecutive years of employment in the Central Lyon School District, and unused portions shall be cumulative to a total of ninety (90) days plus the sick leave for the current year of employment. This policy shall be retroactive to the first day of employment.

When using sick leave for a prescheduled doctor's appointment within 50 miles of Rock Rapids, the employee may use ½ day per appointment. If the appointment is 51 or more miles away from Rock Rapids, the employee may use a full sick day. If a ½ day is not possible because of scheduling, a full day may be granted at the discretion of the Superintendent. The preceding statement also applies to family emergency leave and the Federal Medical Leave Act.

An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This sick leave bank will carry over any unused days until the next school year to a maximum of 200 days.

B. PERSONAL LEAVE

Certified personnel leave shall be granted two (2) days personal leave per contract year with no questions asked.

This leave shall be granted subject to the following restrictions:

- A. Such leave may not be used during the first (1st) or last five (5) days of any school year or during pre or post school workshop or on an in-service day or during parent-teacher conferences according to the master calendar.

Extenuating circumstances are at the discretion of the Superintendent.

- B. A limitation of two (2) persons per day shall apply in the high school, and a limitation of three (3) persons per day shall apply in the elementary/middle school. Additional persons will be allowed to use their personal leave if suitable substitute teachers are available according to the discretion of the administration.
- C. Leave may accumulate up to a total of four (4) days.
- D. When personal leave is not used, the employee will not be compensated for unused days at the end of the contract year. The employee may accumulate personal days only if the business office is notified of intent in writing by the end of the contract year.
- E. Personal days must be requested at least 24 hours in advance if possible, to give adequate time for administration to secure a suitable substitute. It is a professional expectation that a good faith effort is made to notify the building principal at least 24 hours in advance.

C. FAMILY EMERGENCY LEAVE

- 1. An employee covered by this contract is eligible to use up to 4 days of his/her allotted sick leave for family emergency in which imminent danger exists as determined by the Superintendent or illness of a parent, child or stepchild, or spouse.
- 2. An employee will be allowed to use his/her family emergency days if a grandchild, sibling, mother-in-law, or father-in-law is hospitalized or actively dying.
- 3. If an employee voluntarily donates one of his family emergency days to the family emergency sick leave bank, that employee will be eligible to draw up to five (5) additional family emergency days per school year if they have donated one (1) of their sick days by July 1st of that current fiscal school year. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. Unused days in the bank are not cumulative from one (1) contract year to another.

D. FEDERAL MEDICAL LEAVE ACT

- 1. If an employee has a situation which qualifies for the Federal Medical Leave Act, the employee will be allowed to use all of his/her accumulated sick leave.
- 2. An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The

bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This bank will carry over any unused days until the next school year to a maximum of 200 days.

E. BEREAVEMENT LEAVE

Eighty percent of an employee's allowable bereavement days may be used within 21 calendar days of the actual death. Twenty percent of allowable days may be used within one calendar year from the actual death. Extenuating circumstances are at the discretion of the Superintendent. The number of days of leave designated for each category shall be provided to an employee on a per occurrence basis.

<u>DAYS</u>	<u>CATEGORIES</u>
10 days	Spouse, son, daughter, step-child, and/or legal dependents
5 days	Mother, father, sister, or brother
5 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law, provided travel distance is over 250 miles
4 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law, provided travel distance is 250 miles or less
3 days	Grandmother, grandfather
1 day	Any other funeral 25 or more miles from Rock Rapids
1/2 day	Any other funeral less than 25 miles from Rock Rapids

If an employee is asked to be a pallbearer or the funeral is for any relative, the 25 mile limit will be waived. When attending funerals, the building principal must be notified at least one day prior to the employee's absence. If the funeral is on a Monday, the building principal could be called as late as Sunday at home.

F. PROFESSIONAL LEAVE

Attendance at educational meetings or visiting other schools is permitted at full pay, if such absence is recommended by the building principal and is approved by the Superintendent. Expenses for such leave shall be approved by the Superintendent prior to attendance.

G. ASSOCIATION LEAVE

The Central Lyon Education Association shall be granted five (5) days of paid leave per school year for professional business. [i.e. One (1) person for five (5) days, two (2) people for a total of five (5) days, etc.] The leave must be requested by the C.L.E.A. President at least five (5) school days prior to the first day the leave is to be used. The C.L.E.A. shall pay the substitute used and appointed by the administration when using leave.

H. GRIEVANCE LEAVE

If the Association determines that the investigation or processing of any grievance requires that a bargaining unit member or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

I. JURY DUTY LEAVE

Any employee who is summoned for jury duty during school hours or who is subpoenaed to testify as a witness in a judicial or administrative proceeding to which he/she is not a party shall be provided leave with pay for such duty or testimony and shall return to work upon completion of his/her jury duty or testimony. The employee is to remit to the District all payment provided or void payment to the District of leave with pay.

J. UNPAID LEAVES OF ABSENCE

Unpaid leave of absence may be granted at the discretion of the Superintendent and is not grievable. Request for the leave must be in writing from the requester stating the purpose, dates, and length of time for unpaid leave. The request must be submitted at least five (5) working days prior to the first (1st) day of the requested leave. The timelines may be waived at the discretion of the Superintendent. All days granted under this leave shall be without pay with the deduction at the employee's daily per diem rate of pay.

ARTICLE II SALARY SCHEDULE PLACEMENT ON SALARY SCHEDULE EXTENDED CONTRACTS IOWA COMMUNICATIONS NETWORK TEACHING

A. PLACEMENT ON SALARY SCHEDULE

The initial placement of staff on the salary schedule shall be the responsibility of the Superintendent of Schools.

1. New employees who have not had previous teaching experience shall be placed at the base salary upon initial employment. The district shall have discretion to pay a one-time signing bonus for the new employees in an amount determined reasonable by the administration.
2. Horizontal movement credit (Ex: BA +15 or MA +15) shall be approved for staff development, undergraduate or graduate credit, earned and verified in writing if the credits are in the educational field and relevant to the employee's teaching assignment for the employee who has had previous teaching experience or is a current employee.

3. An employee who has a master's degree in the teaching discipline he/she will teach shall be placed on the salary schedule in accordance to the salary schedule at the master's degree level.
4. The Superintendent may place an individual who has a master's degree outside of the individual's teaching discipline at the master's degree level on the salary schedule if, in the Superintendent's judgment, the placement is in the best interest of the District.
5. In the event of disagreement as to initial placement on the salary schedule, the Superintendent's decision is final and shall not be grievable.

B. PART-TIME EMPLOYEES - WAGES/BENEFITS

An employee who is employed less than a full day shall have his/her wages/benefits prorated against his/her daily per diem arrived at by the teacher's contract work year. All salary and benefits shall be prorated proportionally to the part-time service provided.

C. SALARY SCHEDULE

1. Base Salary 2010-2011 \$30,900
2. Annual salary advancement shall be given to each employee who has worked in the district for 90 or more school days, whether on a part-time or full-time basis.
3. Horizontal Classifications - Schedule

As a result of the March 2007 negotiations, the employee at BA + 40 before September 1, 2007, will continue to be paid at the BA + 40 lane, but will not qualify to advance to the BA + 45 lane. As of the 2007-2008 school year, the BA + 40 lane will no longer exist. The lanes will be as follows:

BA + 15	\$650	Approved Movement
BA + 30	\$650	Approved Movement
BA + 45	\$650	Approved Movement
M.A.	\$1,100	Approved Movement
M.A. + 15	\$950	Approved Movement
M.A. + 30	\$950	Approved Movement

The horizontal stipend shall be added to the individual's base salary within the time applicable as indicated on the Master Agreement.

Example: Teacher at \$30,900 (previous year's salary) completes Master's program timely. $\$30,900 + \$1,100 = \$32,000$ + salary advancement for salary computation for the following school year

D. HORIZONTAL LANE ADVANCEMENT

1. In order to change lanes on the salary schedule, employees must file their intent to do so with the Superintendent on or before March 1 of the preceding school year. The letter of intent shall indicate the educational lane in which the employee anticipates to be placed.
2. The employee shall file a detailed description of the courses intended to be used

for such advancement by August 1. All requests will be subject to review by the Superintendent before presentation to the Board for its acceptance. The Superintendent shall determine which courses qualify as credit hours for advancement from one (1) lane to another. Credit hours may be staff development credits, undergraduate or graduate credits.

3. Each employee filing such a request shall be notified, in writing, of the result of Board action on his/her request. If such request is granted, the employee shall file an official transcript/document of completed credits no later than September 1 of the year for which he/she seeks a lane change. The number of approved credits shall determine horizontal lane placement on the salary schedule.

4. Employees who fail to meet either the March 1st or the September 1st deadlines set above shall not be entitled to a lane change until the succeeding school year. At the discretion of the Superintendent, compliance with the March 1st and/or the September 1st deadlines may be waived if there are extenuating circumstances provided to the Superintendent in written form. Extenuating circumstances ruled on by the Superintendent shall not be subject to the grievance procedure of this contract.

E. EXTENDED CONTRACTS

An employee who provides professional services beyond the regular contract year, not including summer school, or driver's education, shall be compensated at the per diem rate of his/her salary (191.5 days for 2010-11) for each day in addition to those in the regular school year. This shall be calculated by dividing the employee's regular salary by the number of contract days as specified in Article V and then multiplying by the number of days worked beyond the number of contract days specified in the negotiation agreement.

1. Summer School: Salaries for summer school will be calculated by dividing the number of hours of actual classroom time by seven (7) and then multiplying by the teacher's per diem salary.

F. IOWA COMMUNICATIONS NETWORK TEACHING

Any teacher required or voluntarily teaching a class on the Iowa Communications Network shall be compensated at a rate of \$1,500 per class per year, plus \$50/per remote student over 20 per class. Any teacher required to or voluntarily teaching a class through a web cam or other technologically shared classes shall be compensated at a rate of \$750 per class per year, plus \$50/per remote student over 20 per class.

ARTICLE III CENTRAL LYON EXTRA DUTY SCHEDULE

A. EXTRA DUTY BASE

The base schedule for computation purposes shall be:

2010-2011 \$21,600

B. SUPPLEMENT PAY SCHEDULE

The schedule below is based upon a factor listed in A. To calculate the amount of salary for a given position, multiply the listed percent factors times the appropriate base year dollar amount in Section A., rounding to the nearest whole dollar. Head coaches, directors, conductors, sponsors, etc., are referred to as coaches below.

<u>Position</u>		<u>Position</u>	
<u>Head Coaches:</u>		<u>Middle School Coaches:</u>	
Football	0.20	Football	0.09
Basketball (boys/girls)	0.20	Basketball	0.09
Wrestling	0.20	Wrestling	0.09
Baseball	0.20	Volleyball	0.09
Softball	0.20	<u>Other:</u>	
Track (boys/girls)	0.15	Work Study	0.07
Instrumental Music	0.20	MS Band	0.06
Volleyball	0.20	All School Play	0.06
Golf (boys/girls)	0.15	Academic Decathlon	0.06
Vocal Music	0.12	HS Mock Trial	0.05
HS Football Cheerleading	0.0233	MS Mock Trial	0.05
HS Basketball Cheerleading	0.0233	Large Group Speech	0.05
HS Wrestling Cheerleading	0.0233	Individual Speech	0.05
<u>Assistant Coaches:</u>		Yearbook	0.05
Wrestling	0.13	Prom	0.02
Football	0.12	MS Math	0.02
Basketball (boys/girls)	0.14	Flag Corp	0.02
Baseball	0.12	Quiz Bowl	0.05
Softball	0.12	National Honor Society	0.02
Volleyball	0.12	Student Council	0.03
Track (boys/girls)	0.10	MS Cheerleading	0.02

**ARTICLE IV
BENEFIT PACKAGE**

A. HEALTH INSURANCE BENEFIT

Each full-time employee choosing to participate in the Central Lyon health insurance

package shall receive the maximum yearly benefit amount. Part-time employees shall receive a prorated amount determined by multiplying the percentage of full time employment by the yearly benefit.

The yearly health insurance benefit for 2010-2011 shall be
\$5,916

Any unused amount may be applied toward other district offered insurance plans, but may not be taken as cash. Anyone not participating in the Central Lyon health insurance package shall not receive this amount.

B. STIPEND ALLOCATION

On February 10, 2005, both parties agreed to transfer the \$5,400 stipend into the salary schedule. The stipend of \$5,400 became a permanent part of the salary schedule. All employees participating in the health insurance package are encouraged to use the flex plan to defray the insurance costs.

C. TAX SHELTERED ANNUITIES

1. An employee may choose to participate in the district's 403(b) plan through the State of Iowa Sponsored 403(b) Plan.
2. The 403(b) contribution must be for at least \$300.00 per calendar year payable monthly or one (1) yearly payment of the total amount of benefits the employee is eligible to receive.
3. The 403(b) contribution will be deducted from payroll on or about the 20th of each month.
4. If the employee chooses to change or stop the 403(b) contribution, authorization for this change must be filed with the Board Secretary by the 10th of the month in which the change occurs.

D. CAFETERIA PLAN

A cafeteria plan will be offered to employees for a cost of \$3.00 per month during the 2010-2011 school year for those employees who choose to participate. The plan will be a Section 125 plan in according with IRS regulations.

ARTICLE V CONTRACT DAYS

A. WORK YEAR

Employees shall be contracted for a school year on the basis of 191.5 days for 2010-2011 school year, of which six (6) days shall be holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, and Memorial Day. If any of these

holidays listed fall on a Saturday, the preceding Friday will be treated as the holiday, and if any of these holidays listed fall on a Sunday, the following Monday will be treated as a holiday. The balance shall be teaching, in-service, preparation days, and workshops as designated by the Central Lyon Official School Calendar.

B. CALENDAR

The contract days are listed in this Master Contract but are not a part of the contract and may be changed from one year to another at the discretion of the Board of Education or its designated representative.

B. BREAK TIME

Each teacher teaching .50 FTE or more will have at least a 43 minute break time per regular school day. Middle school and high school teachers will have one class period. Elementary teachers will have at least one recess time break and a thirty minute time slot available per day.

ARTICLE VI TRANSFER PROCEDURES

A. VOLUNTARY TRANSFERS

1. Any employee possessing the necessary qualifications may apply for a voluntary transfer to another position within the bargaining unit. Applications shall be in writing and shall name the transfer for which the applicant wishes to be considered. The granting of such transfer will be based upon the needs of the School District as determined by the administration. A written explanation shall be provided to the applicant if the request is denied.
2. Any employee who voluntarily transfers to another position within the school district shall retain his/her seniority as defined by Article VIII of this contract.

B. INVOLUNTARY TRANSFERS

1. Definition: The involuntary movement of an employee to a different academic/extra-curricular assignment, grade level, or subject area shall be considered an involuntary transfer.
2. Notice of an involuntary transfer shall be given in writing to an employee(s) by August 1 prior to the school year in which the transfer is to take effect. The involuntary transfer shall be finalized only after the employee involved has met with, or waived the right to meet with, the Superintendent.
3. If an involuntary transfer or reassignment is necessary, the administration will request a voluntary transfer from among those individuals being considered prior to making a decision.

4. Any employee which has been involuntarily transferred to another position within the school district shall retain his/her seniority as defined in Article VIII of this contract.
5. An employee being involuntary transferred shall have priority for returning to his/her former position in the event of that position becomes available within a two (2) year period following the involuntary transfer.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITION

Grievance - A timely filed alleged violation, misinterpretation, or misapplication of a specific article of this agreement.

Grievant - A person or persons or the Association filing the grievance.

B. PROCEDURE

STEP #1 - Within ten (10) contract days of the occurrence of the alleged violation, misinterpretation, or misapplication, or within ten (10) contract days of the date he/she should have been aware of the alleged violation, misinterpretation, or misapplication, the grievant must orally present the complaint to the building supervisor.

If after the informal meeting the complaint is not resolved, each party must sign a memorandum specifying the date and the subject of the meeting.

STEP # 2 - If the grievance is not resolved after the informal meeting, the grievant may file a written grievant within five (5) contract days after the informal meeting. The grievant shall submit the grievance to the building supervisor (principal). The principal shall advise the grievant of his position in writing within five (5) contract days.

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

STEP #4 - If the grievant is not satisfied with the disposition in Step #3, the Association, if the grievance committee determines that the grievance has merit, shall notify the Superintendent and the Public Employment Relations Board within thirty (30) calendar days after the answer in Step #3, that the grievance will be submitted to arbitration. Such notification shall request a list of arbitrators. The selection of the arbitrator shall be from a list of five (5) with the parties striking alternately. Determination of which party shall delete an arbitrator first

shall be by lot.

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

C. GENERAL PROVISIONS

1. The grievant shall, at his or her option, be represented by an Association representative.
2. Any meeting relative to this procedure will be held outside the normal teaching day, except that such matters may be discussed before students arrive or after they depart.
3. The number of days at each step shall be considered as a maximum. These shall not be extended unless it is mutually agreed by both parties.
4. Should the employer not answer the grievance within the time limits, the grievance will move to the next step.
5. In the event a grievance is filed at such time that it cannot be processed through all Steps of the procedure during the current school year, efforts will be made to resolve said grievance during the summer. Unresolved grievances under this clause shall be considered at the beginning of the next year.

ARTICLE VIII STAFF REDUCTION PROCEDURE

A. STAFF REDUCTION

When, in the sole, exclusive and final judgment of the Board, upon recommendation by the administration, a reduction in staff is required, the administration shall attempt to accomplish same by attrition if said attrition occurs before April 30. In the event, reduction in staff cannot be adequately accomplished by attrition and given the necessity to hire and /or maintain the most competent and qualified staff available, employees shall be classified as set forth in Section B and the Administration shall base its decision as to resulting contract renewals on the following factors, in the order listed:

1. Skill, ability and competence – this shall be measured by evaluations conducted by members of the administrative staff.
2. Seniority – Seniority is defined as follows:
 - a. Seniority starts from the first day of employment at Central Lyon until the last day of employment of the present school year less any interrupted

employment when the staff member was not under contract at Central Lyon. This shall apply to all staff members employed half (1/2) time or more. Employees who work less than half (1/2) time shall receive prorated seniority.

- b. In the event a reduction in force is pending, the Superintendent shall provide the President of the C.L.E.A, by February 15, a list of staff seniority as defined in B classification.
3. Qualifications - This shall include formal educational training and degree, Additional hours earned, teaching experience in the affected subject area, and other factors supporting the employee's qualifications.

B. CLASSIFICATION

1. Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: K-12 grade level areas, including ECSE, TK and Preschool.
2. Employees shall be classified based upon their teaching assignment during the school year in which staff reduction procedures are commenced.
 - a. An employee with an assignment in more than one (1) of the categories listed above in this section shall be classified in the curriculum department in which he/she has the largest number of periods of assignment.
 - b. If the number of periods of an employee's assignment are equal, then the employee shall be classified in the curriculum department with the greatest length of service.

C. NOTIFICATION

If the administration is contemplating the layoff of any employee covered by this contract for the following year, the administration shall notify the employee by April 30. Such notice will be given according to the Code of Iowa.

D. RECALL

1. If there is a vacancy in a bargaining unit position, laid off employees with certification for the vacant position and previous teaching experience in the School District in the department in which the vacancy has occurred shall be recalled in reverse order of layoff.
2. Notice of recall will be given by certified mail to the last address given to the Board Secretary by the employee. A copy of the recall notice shall be provided to the president of the C.L.E.A.
3. If the employee fails to respond to the recall notice within ten (10) calendar days from the day that the notice of recall was sent, or fails to respond at all, the employee will be deemed to have refused the position offered and shall be dropped from the recall list.

4. An employee who is terminated because of reduction in force will remain on the recall list for two (2) years after the effective date of termination unless the employee waives recall rights in writing.
5. Employees covered by this contract who are probationary teachers as defined in the Iowa Code shall not have recall rights as outlined in this contract.

E. BENEFITS

1. An employee recalled shall have all benefits to which he/she was entitled at the time of termination restored effective on the date a new contract begins following recall.
2. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education at the time his/her employment was terminated. No experience shall be allowed during the employee's termination because of reduction in force.
3. Any employee on recall, except a probationary teacher, shall have grievance rights, but only regarding this Article: Staff Reduction Procedure.

ARTICLE IX STAFF EVALUATION

A. ORIENTATION

During the first two weeks of school, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures and instrument to be used in evaluation. No evaluation shall take place until this orientation has been completed.

B. REQUIRED EVALUATIONS

All observations of an employee shall be conducted with the full knowledge of the employee. No observations shall be made on any day preceding or following a vacation, holiday, or leave. All observations shall consist of at least thirty (30) consecutive minutes.

1. Probationary Employees: Each employee shall be observed by his/her supervisor for the purpose of evaluation at least once during each semester every year of his/her probationary period.
2. Non-probationary Employees: Each continuing employee may be observed by his/her supervisor at least once every year for the purpose of evaluation.

C. CONFERENCE

1. The evaluator and the instructor shall meet within five (5) school day following

the observation. A copy of the written summative evaluation, signed by both parties, shall be given to the employee. The employee's signature shall indicate only the employee's awareness of the contents of the evaluation and shall not be interpreted to mean agreement with the evaluation. The employee may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The evaluator shall not only explain the deficiencies but shall also furnish written comments and suggestions for improvement.

2. The written summative evaluation shall be completed by April 30 of the contract year.

D. EVALUATION FILE

An employee shall have the right to inspect and copy contents of the employee's personnel file under the supervision of the Superintendent or designee. Such inspections shall be limited to the contents placed in the file after the employment date. The file will contain all formal and informal written evaluations of the employee's performance. No formal or informal evaluation shall be placed in the file without a copy having first been given to the employee.

E. EVALUATION FORM AND CRITERIA

The evaluation form and criteria shall be adopted by the Board. The evaluation form and criteria in effect shall not be changed after the beginning of the school year without the mutual agreement of the Association.

F. RIGHT TO GRIEVE

All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this agreement. The grievance timelines shall commence from the date the written evaluation is presented to the employee.

G. INTENSIVE ASSISTANCE PLAN

Awareness Procedure

If an evaluator determines a teacher has a performance problem related to the Iowa Teaching Standards, and this situation is not resolved to the evaluator's satisfaction by informal discussions, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the awareness process. The teacher may have representation during this meeting and all subsequent meetings. During the meeting, the evaluator shall identify in writing all of the alleged deficiencies of the teacher pertaining to the Iowa Teaching Standards. The evaluator shall include information, data or evidence used in making this judgment. District Awareness Forms are available in the principals' offices. The teacher may also seek assistance from other staff members on a voluntary basis. Strict confidentiality will be maintained by these other staff members. All assistance provided is targeted solely at helping the teacher improve his or her performance in relation to the Iowa Teaching Standards.

ARTICLE X

Payroll Deduction – Association Dues

A. PAYROLL DEDUCTION

Any employee who is a member of the Central Lyon Education Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form, available from the Central Lyon Education Association, shall be filed with the Board Secretary by September 1. An employee hired after September 1 will be allowed to use payroll deduction upon request within two weeks of his or her hire.

ARTICLE XI

COMPLIANCE PROVISIONS AND DURATION

A. PRINTING AGREEMENT

After mutual agreement has been reached by the Board and the Association, copies will be printed within ten (10) days after the agreement is signed with the expenses to be shared equally by the Board and Association. A sufficient number of copies will be furnished to the Association so that all employees covered by this agreement may receive a copy of the contract.

B. NOTICES

Whenever any notice is required to be given by either party regarding this agreement to the other, either party shall do so by letter at the school address. Notice shall be to the CLEA President or the Superintendent of Schools.

C. DURATION:

This agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2011 for all financial items (teaching salaries, benefits, and extra duty salaries). The agreement shall be effective as of July 1, 2010, and shall continue to be in effect through June 30, 2013 for all language items.

D. RE-OPENER

In the event the Iowa Legislature during the 2010, 2011, 2012, or 2013 regular sessions enacts laws providing additional funding for wages and salaries, including increasing the Allowable Growth and Teacher Quality dollars from SF 277 (or Teacher Comp money), for the Central Lyon Community School District, the parties

to this contract agree to return to the bargaining table and negotiate the distribution of the funds. If the legislation enacted specifically provides for the method of distribution of the funds, this paragraph shall be null and void. If the parties are unable to agree upon the distribution, binding arbitration shall be available to either side upon ten (10) days notice in writing to the other side, with utilization of the Public Employment Relations Board rules for arbitration.

Central Lyon Education. Assoc.
(President) (Date)

Central Lyon Board of Education
(President) (Date)

Central Lyon Education. Assoc.
(Chief Negotiator) (Date)

Central Lyon Board of Education
(Chief Negotiator) (Date)
