MARTENSDALE-ST. MARYS CSD/EA 07-08

Master Contract

between the

Martensdale-St. Marys Community School District

Board of Education

and the

Martensdale-St. Marys Education Association

for

2007-2008

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PUBLIC EMPLOYMENT
RELATIONS BOARD

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It is the policy of Martensdale-St. Marys Community School District to provide equal educational and employment opportunities and not to illegally discriminate on the basis of gender, race, national origin, religion, age, marital status or disability in its educational program, activities, or its employment and personnel policies. Affirmative steps will be taken to integrate students in attendance centers, programs and classes on the basis of race, national origin, gender and disability.

Inquiries or grievances related to this policy may be directed to Anthony Asmus, Martensdale-St. Marys Equity Coordinator, Box 350, Martensdale, Iowa 50160, phone 764-2621, to the Director of the Region VII Office of the United States Equal Employment Opportunity Commission or the Director of the Regional VII Office of Civil Rights, United States Department of Education in Kansas City, Missouri. Inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, Des Moines, Iowa 50319-0146, (515) 281-5294.

Martensdale - St. Marys School Philosophy

The Martensdale-St. Marys School is guided by the principle that all students can learn. We will provide the best learning environment for each individual student to develop academically, socially, physically and emotionally, with the hope that each student will have an appreciation for, and pride in, the American way of life.

We believe that the school, home, and community share the responsibility to help develop a life-long desire for learning. The highest standards and expectations for students, staff and administration shall be maintained.

Mission Statement

The mission of Martensdale-St. Marys Elementary is to provide the best education possible within a positive environment and with a dedicated staff. We will prepare students for the future as motivated, responsible, life-long learners.

Article 1 - Preamble

Preamble

Whereas the Board and Association recognize and declare that providing a quality education for the students of the MARTENSDALE-ST. MARYS COMMUNITY SCHOOL DISTRICT is their mutual desire, both parties have reached certain understandings which they desire to confirm in this Agreement.

Article 2 - Recognition

Unit

The Board hereby recognizes the Martensdale-St. Marys Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and the sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 272) issued by the PERB on the 9th day of September, 1975, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board of Education of the Martensdale-St. Marys School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit describe in the above certification is as follows:

INCLUDED: All professional personnel in the Martensdale-St. Marys Community School District who are full or regular part-time employees, including but not limited to classroom teachers, academic, vocational, remedial, special education, music, drama, librarian, guidance counselor, and nurse.

EXCLUDED: Superintendent, principals, non-professionals, and all others excluded under Section 4 of the Act.

Definitions

The following definitions will be used in this Agreement.

1. The term "MstM" as used in this Agreement shall mean Martensdale-St. Marys.

2. The term "Board" as used in this Agreement shall mean the Board of Education of the MstM School District or its duly authorized representatives.

3. The term "employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board, except the School Nurse. (Provisions for the School Nurse are in Article 13.)

4. The term "Association" as used in this Agreement shall mean the MstM Education Association or its duly authorized representatives or agents.

5. The term "supervisor", for purposes of this Agreement, is defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or proves grievances of other employees or have the responsibility to make recommendations thereon.

Article 3 - Procedure for Negotiations

A. Mutual Commitment to Good Faith Negotiations

Both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. During the course of negotiations, the parties agree to make proposals. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the Agreement.

B. Request for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or his/her designated representative. Requests from the Board shall be made in writing to the President of the Association or his/her designated representative.

Written five (5) days of the date of the request, a mutually convenient time and place for meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter-proposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Board agrees to furnish the Association such public information as is requested by the Association for developing negotiations proposals on behalf of the teachers, together with information which may be necessary for the Association to fulfill its obligation to effectively represent teachers in the processing of any grievance.

Conversely, the Association agrees to furnish the Board with any public information that it gathers supportive of its requests, if requested by the Board, within a ten (10) day period.

The Association shall make a written report to the Board stating what the enrollment is in the Association at the regular November Board of Directors meeting.

Article 4 - Impasse Procedures

If there is an impasse, the impasse procedures which will be used will be the statutory impasse procedures as prescribed in Sections 20, 21, and 22 of the Public Employment Relations Act and under the rules established by the Public Employment Relations Board.

Article 5 - Grievance Procedure

A. Definitions

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

2. Aggrieved Person - An "aggrieved person" is a person or persons or the Association making the complaint.

3. Party in Interest - A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of the 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 number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. However, if the time limits are not mutually extended, a party who does not act within the time limits shall, if he/she is the grieving party, be deemed to have withdrawn the grievance or, if he/she is the non-grieving party, the grievance shall proceed to the next level.

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

3. Level One-Principal or Immediate Supervisor (Informal)- A employee with a grievance shall first discuss it with his/her principal either directly or through the Association's designated representative, with the objective of resolving the matter informally, within twenty (20) days of the violation, misinterpretation or misapplication being grieved. A grievance not brought within twenty (20) days of its occurrence or knowledge to the grieving party shall be deemed to have lapsed.

4. Level Two-Principal (Formal) - If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and the representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee. The appropriate principal shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

   If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) day period, the grievance shall be transmitted to Level Three.

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

   If the aggrieved person and the Association are not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the ten (10) school days of receipt of said grievance, the aggrieved person and the Association may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The aggrieved person and the Association may bypass the Board and proceed directly to Level Five.

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

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

(c) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three (3) 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 other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues that are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an action prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

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

(f) If questions involve back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed ten (10) days prior to the filing of the grievance.

D. Rights of Employees to Representation

1. Employees and Association - Any aggrieved person may be represented at all stages of the grievance procedure by him-/herself or, at his/her 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 be present at all levels as a party of interest and shall have the right to grieve any adjustments of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement or any law, policy or practice governing or affecting the employees.

2. Release Time - The aggrieved person and/or an Association representative shall attempt to arrange meetings regarding a grievance at times such that the aggrieved person and/or representative will not miss teaching duties. If the parties in interest mutually agree that

the only suitable meeting time is during the workday, the aggrieved person and/or representative shall be released without loss of compensation. If cases requiring more than two (2) hours, the Association will pay the cost of covering the instruction.

E. Miscellaneous

1. Group Grievance - 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 Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions - Decisions rendered at Level One which are unsatisfactory to the aggrieved, and all decisions rendered at Level Two through Four of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in Section 20 on arbitration.

3. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

4. Meetings and Hearings - When legally permissible, all meetings and hearing under this procedure shall be conducted in private and shall include the parties of interest and their designated or selected representatives heretofore referred to in this Article.

Article 6 - Employer and Employee Rights

A. Employer Rights

Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, chart, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.

2. Hire, promote, demote, transfer, assign, and retain public employees in positions with the public agency.

3. Suspend or discharge public employees for proper cause.

4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the public employer, including, but not limited to, the creation of new work position.

8. Initiate, prepare, certify, and administer its budget.

9. Exercise all powers and duties granted to the public employer by law.

B. Employee Rights

1. Rights and Protection in Representation - The Board, pursuant to Chapter 736a of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not, directly or indirectly, discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Iowa or the constitution of Iowa and United States, and that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this Agreement or law or otherwise with respect to any terms or conditions of employment.

2. Just Cause Provision - No employee shall be disciplined, reduced in rank or compensation, harassed, or deprived of any professional advantage without just cause.

3. Evaluation of Students - The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the MstM School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the employee, except for incomplete grades after a teacher has left.

Article 7 - Association Rights

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all hours for meetings and any equipment, including typewriters, duplication equipment, calculation machines and all types of audiovisual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and

supplies incidental to such use. The principal of the building shall be notified of the time and place of all meetings.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin board, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the employee mailboxes for communications to employees.

C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, providing that this shall not interfere with or interrupt normal school operations.

D. Agenda

The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association, provided that such matters are made known to the Superintendent's office by 4:00 PM on the Wednesday preceding a regularly scheduled Board meeting.

Present Board policies which directly affect employees, but which are not covered in this Agreement, will not be changed unless the Association is notified as follows: the agenda of any Board meeting shall be posted in the teachers' room in each building and a copy mailed or given to the Association President and Secretary on the day the copy is mailed to the Board members. The Association will have the opportunity to advise the Board on any matter on the agenda.

E. Office Facilities

The Board agrees to provide to the Association, on a yearly basis, a lockable file cabinet in the building where the President is assigned.

F. Exclusive Rights

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent a teachers' organization.

Article 8 - Payroll Deductions

A. Dues Deduction

1. 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 professional dues. The form of the assignment shall be as set forth in Schedule 2.

2. Regular Deduction - Pursuant to the deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues split evenly between the two monthly paychecks of the employee for twelve (12) pay periods beginning in July and ending in June.

3. Prorated Deduction - Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

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

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

6. The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for dues deduction.

Article 9 - Compliance Clauses and Duration

A Compliance Between Any Individual Contracts and Comprehensive Agreement

1. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract, when tendered to the employee, shall be signed by the President of the Board.

2. On the individual contract (Schedule S) the duties listed shall be subject to the terms and conditions of the Agreement, and said duties may be any of the following:
(a) Junior-Senior High
(b) Elementary
(c) Special Program Employees (e.g., Librarian, guidance counselor, etc.).

B. Printing Agreement

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

C. Notices

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 telegram, letter or personal hand delivery at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at Martensdale, Iowa
2. If by Board, to Association at Martensdale, Iowa

D. Duration Period

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2008 except for wages, insurance and new topics adopted by the Legislature as mandatory under Chapter 20. These items shall be open for negotiations for the 2007-2008 year.

This Agreement shall remain in full force and effect during the period of negotiations.

E. Finality and Effect of Agreement

The parties acknowledge 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided elsewhere in this Agreement, the Board and the Association, for the life of this Agreement, each voluntarily 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 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.

Nothing in this Section shall be construed to limit or affect in any way collective bargaining during the term of this Agreement for the purpose of amending, modifying, substituting, or adding to provisions of this Agreement where said amendments, modifications, substitutions, or additions are to be become effective after the term of this Agreement as set forth in the Finality and Effect of Agreement of this Article, providing that said collective bargaining shall not begin before September 1, 2007.

F. Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

G. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiators, and their signatures placed hereon, all on the _____ day of _____ of 2007.

_____	_____
Association	Board of Education
By _____	By _____
Its President	Its President
By _____	By _____
Its Chief Negotiator	Its Chief Negotiator

Article 10 - Wages and Salaries

A. Placement of Salary Schedule

1. Adjustments 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

2. Credit for Experience - Credit up to the fifth step of any salary level on the salary schedule shall be given for previous outside teaching experience. Credit for other types of experience may be given at the discretion of the Board. The Board will reserve the right to allow more than five (5) years experience if, at the discretion of the Superintendent, it is necessary in order to obtain the services of a highly qualified and exceptional teacher. The Board will reserve the right to pay a bonus up to $2,400 in semester increments of $300 for the first five semesters of employment with a balloon payment of $900 for the completion of the sixth semester for new hires in areas deemed a shortage area as determined by the Board. The association will be notified when bonuses are given.

B. Advancement of Salary Schedule

1. Increments Employees on the regular salary schedule shall be granted one (1) increment of vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the MstM District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes Employees on the regular salary schedule who move from one educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one education lane to another, he/she shall submit course work requests in writing to the Superintendent for approval prior to enrollment, and shall file suitable evidence of approved semester hours or converted staff development hours with the Superintendent no later than twenty (20) days after the beginning of the first semester. Any pay adjustments shall be retroactive to the beginning of the semester. MA will be counted only if granted in the area of academic discipline being taught. Those currently holding MA will be grandfathered.

C. Method of Payments

1. Each employee shall be paid twice a month during the months from September through May. The first check shall come on the 5th and the second check shall be at the 20th of each month. The summer checks shall be mailed.

2. Exceptions When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

D. Extra Assignment and Extended Contract Rate

1. The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year (Article 17) will be additionally compensated at a per diem rate based on the employee's position on the regular salary schedule except where the extended year is for an assignment covered under the Supplemental Pay Schedule (Schedule B). The per diem rate shall be the employee's salary (exclusive of supplemental pay) divided by 185.

2. Any employee whose assignment exceeds the normal hours (Article 18) will be additionally compensated at a prorated portion of the per diem rate based on the employee's position on the regular salary schedule except where the extra assignment is covered under the Supplemental Pay Schedule (Schedule B). The prorated portion of the per diem rate shall be determined by dividing the per diem rate by eight, then multiplying the quotient by the number of hours (or fractional parts of hours) by which the employee's assignment exceeds the normal employee hours.

3. Teachers will be assigned to two (2) extra-curricular duties per year. These duties include taking tickets at student activities, but will not include running clock, keeping score, refereeing or crowd control unless the teacher volunteers for that assignment. The compensation for these assignments is $30.00 each. Performance at an activity for which the teacher receives supplemental pay will not be credited as an activity duty. In addition, elementary teachers will be paid for supervising students at the elementary Winter Holiday program at the rate of $30.00 and K-6 Staff will be paid $30.00 for Homecoming activities. If all activities are not covered after every teacher has been assigned at least two duties, the teachers may, by mutual agreement, volunteer for additional duties, for which they will be compensated at the rate of $30.00 each. All staff shall receive a family activity pass.

4. There may be other assignments for after school programs, meetings and other school functions which teachers may be required to attend at the discretion of the building principal. These assignments are not to be included under the definition of an activity duty.

Article 11 - Supplemental Pay

A. Extra-Curricular Activities

1. The Board and the Association agree that the extra-curricular activities listed on Schedule B are official school-sponsored activities.

2. Rates of Pay - The rate of pay for the extra-curricular duties shall be the same as in Schedule B, attached.

B. Expenses of Traveling Employees
Teachers will be allowed twenty-nine cents ($.29) per mile travel allowance when using their own personal car on school business, including professional days.

C. New Positions
When the Employer determines that additional supplemental pay positions are needed, the Employer may create the new position, classify and establish a pay schedule for said position, and staff said position at its discretion.

Article 12 - Insurances

A. Coverage - The Board agrees to provide all employees the following insurance protection:

1. Health and major medical for the employee. The Board shall also contribute the difference between the premium for single coverage and $622 per month for employees with ten or more years experience and $592 per month for employees with less than ten years experience toward dependent coverage or a tax-sheltered annuity plan provided by the Board at the employee's option. Any additional costs for the family plan will be deducted from the employee's paycheck. The insurance package offered shall be determined based on recommendations from the Association and approval by the Board and equal or better to plans available for 2005-06.
2. Those who do not wish to take advantage of the family plan may elect to take a tax-sheltered annuity plan.
3. Workers Compensation Insurance.
4. Long Term Disability Insurance.
5. A $10,000 Life insurance and Accidental Death and Dismemberment Insurance.
6. The Board shall provide up to $7.00 per month per staff member for a single dental plan and shall provide the opportunity for family dental insurance at the employees expense.
7. Vision Care Insurance will be offered.

B. Description
The Board shall provide each employee, as soon as it becomes available, with a description of the insurance coverage which shall include a clear description of conditions and limits of coverage and the first effective day of insurance protection. The Board shall provide application forms for those employees desiring to include family coverage.

C. Flexible Benefits Plan
The Board will offer a Flex 125 benefits plan beginning with the 2003-2004 school year.

Article 13 - School Nurse

A. Salary - The salary of the School Nurse shall be established by the MstM negotiation teams each year and shall reflect the same percentage salary increase as the staff.

B. Leaves - The School Nurse is granted up to ten (10) sick leave days each year, accumulative to sixty (60) days. In addition, two (2) personal leave days shall be granted the Nurse.

C. Method of Payment - The District will pay this position on an equal 12 month basis. Any hours over or under the normal contract will be dealt with in the August paycheck.

D. Other Provisions

1. The School Nurse shall be entitled to the protection and benefits of the following provisions established for employees in this Agreement:
   - Article 5, Grievance Procedure
   - Article 6, Employee Rights
2. Only those provisions of this Agreement specified in this Article shall apply to the School Nurse.
3. The School Nurse will not be included in the rotation system and will not be assigned additional activity duties under this provision.
4. The Nurse can participate in the insurance program at his/her expense if allowed by the carrier. The nurse will receive a $1.50 per hour or TSA benefit.

Article 14 - Sick Leave

A. Definition and Use

1. Sick leave benefits may be used by the employee under any of the following conditions:
   (a) For personal illness or disability which would prevent the employee from performing his/her job adequately;
   (b) For illness or disability such that attendance at school would be detrimental to the employee's health;
   (c) For contagious illness which would endanger students;
   (d) For medical or dental care ordered by a physician relating to illness or disability such that a delay in seeking care could be detrimental to the employee's health. Normally medical and dental appointments should be scheduled outside of the school day. Sick leave during contract hours will only be granted for appointments with specialist. Exceptions may be made by the superintendent.
   (e) For family illness of dependent children, spouse or parent six sick days can be used. One of the family ill days may be used for bereavement not covered in Article 15.
2. Sick leave benefits shall not be used for medical or dental examinations except as provided for in section 1(d) above, nor for illness of a family member other than the

employee, except as provided for in section 1(e) above, nor for any cause other than illness or disability as described in Section 1 above. The Association and the Board agree that abuse of sick leave benefits is unprofessional and unethical conduct.

3. All employees, after accumulating ninety (90) days of sick leave, shall be compensated for two (2) days per year at the respective employee's per diem rate. These days shall be compensated in all subsequent years that an employee has ninety (90) days of sick leave as a minimum.

4. When an employee finds it necessary to use sick leave, he/she shall notify the principal as soon as possible and no later than 6:30 AM, except in cases of an emergency, or if unable to contact the principal by 6:30 AM, the principal's designee so that a substitute can be arranged.

   At the beginning of the school year, the principal shall notify the staff of his/her designee. On the day of sick leave, the employee shall call the principal by 3:00 PM if he/she knows they will not be available the following day.

B. Accumulative Benefits

1. All employees shall be entitle to sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day, in the following amount:

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

2. Unused sick days shall be accumulated from year to year up to a maximum of ninety (90) days.

3. Notification of Accumulation - Employees shall be given a copy of a written accounting of accumulated sick leave days no later than twenty (20) school days after school starts each school year.

C. Extended Leave

An employee who is unable to work because of personal illness or disability or illness and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, upon certification of physician that such leave is necessary. An employee who is unable to work because of disability or death of a member of his/her immediate family and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such, up to one (1) year.

Article 15 - Paid Leave

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

A. Personal or Emergency Leave

1. Personal Leave - A personal day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal one week in advance except in unforeseen circumstances. Personal leave may be taken one-half day at a time. The employee may be asked to explain the reason for any personal leave requested during the first or last ten days of school.

2. Limit - At the beginning of every school year, each employee shall be credited with (2) days to be used for personal business or emergency leave. Personal leave may be taken one-half (1/2) day at a time. Teachers may accumulate up to 10 personal days. Of those 10, five must be used or paid at substitute rate and five will be added to the 90 sick days for the retirement package. No more than 10 days may be accumulated by a teacher and they may not use more than three days at a time nor at the beginning or end of a break/holiday or on semester exam days. Employees shall be notified of accumulated personal days within 30 days of the start of the school year.

B. Professional Leave

Two (2) days of professional leave of absence with full pay will be granted for attendance at educational meetings or visiting other schools at the discretion of the Administrator involved. Professional leave shall not be accumulative.

Additional days may be granted if the teacher is requested to attend a meeting or to make an observation at the request of the administration for the benefit of the School District.

C. Jury and Legal

Any employee who is called to jury duty or who is called to witness because of subpoena either in civil or criminal court or any school-related litigation or arbitration matter shall be given the time. Any fees or remuneration the employee receives during such leave shall be turned over to the MstM School.

D. Funerals

- In the case of the death of the wife, husband, grandparent, child, stepchild, son-in-law or daughter-in-law of an employee of the MstM Community School District or the father, stepfather, mother, stepmother, brother or sister of the employee or of his wife or her husband, he/she shall be granted permission to be absent from duty by the Superintendent of Schools for as many days, not to exceed five (5) days per death or ten (10) days per year, as may be necessary, in the opinion of the Superintendent of Schools, for attendance at the funeral and for any other purposes directly arising out of the said death, but shall not be permitted to use said leave for any other purpose, and no deduction of pay shall be made for the days of absence so granted.

In the case of the death of any other relative, absence shall be allowed without loss of pay for attendance at the funeral.

The said official shall have the power to extend the above provisions in any specific instance to apply to the case of the death of a person whose personal relations to the employee were in fact equivalent to the ties of blood recognized in the above provisions.

E. Other Leaves

Other temporary leaves of absence with pay may be granted from application in writing to the Superintendent.

F. Association

Up to two (2) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. This leave may be charged against the employee's professional leave at the discretion of the Employer. If the employee's professional leave is not used, the Association agrees to pay the Board the cost of the substitute for each day of Association leave used.

Article 16 - Extended Leaves of Absence Without Pay

The employee shall have the opportunity to continue all fringe benefits for one(1) additional year at the employee's own expense.

A. Parental

All regular full-time employees shall be eligible for an unpaid parental leave subject to the following conditions:

1. Notification - Except in unforeseen circumstances, the employee shall normally notify the administration at least ninety (90) days prior to the need for this leave.

2. Pay - An employee shall be entitled to all raised and increments upon return if the employee serves on at least half (90) days of the school year. This ninety (90) day period need not be continuous.

3. This leave shall be limited to a maximum of one (1) year.

4. Return Rights - 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.

B. Association

A leave of absence without pay for up to one (1) year (two (2) years for ISEA President)shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliate or on its staff. Upon return from such leave, such employees shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as they would have accrued had they taught in the system during such periods.

C. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave provided in Chapter 29A of the Code of Iowa.

D. Public Office

A Leave of absence without pay not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving, a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued during such period.

E. Family Illness

A leave of absence without pay for up to ninety (90) school days may be granted for the purpose of caring for a sick or injured member of the employee's family.

A family shall be defined as wife, husband, dependent child or parents. Temporary approval may be granted by the Superintendent of Schools with final approval by the Board of Directors.

F. Outside Teaching

A leave of absence without pay shall be granted for up to two (2) years for an employee who joins VISTA, or the National Teachers Corps, or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and maintain the same fringe benefits as he/she would have accrued had he/she taught in the system during such period.

Article 17 - Employees Work Year

A. Work Year

The teachers' contract shall be for one hundred eighty-five (185) days. Of this, one hundred eighty (180) will be teaching days, and the remainder will be in-service, work, and parent-teacher days. Teaching will be defined as actual instruction with five and one-half (5 1/2) contact hours minimum, excluding thirty (30) minutes for a student's lunch.

New employees may be required to attend one (1) additional day of orientation at the beginning of the school year.

B. School Calendar

The school calendar shall be determined with input from the Association and final approval by the Board. No calendar shall be adopted by the Board without Association input. The Salary Schedule is based on a 185 day contract and will be reviewed after legislative decisions.

C. Early-Out Times

Early-out dismissals for in-service shall be 1:00, and holidays shall be at 2:15 PM. The early dismissal holidays are Labor Day, Thanksgiving, Christmas, Easter, and Memorial Day.

Article 18 - Employee Hours and Load

A. Workday

1. The teacher work day shall be from 7:30 AM to 3:30 PM. The individual teacher needs to notify his/her building principal if they prefer an 8:00AM-4:00 PM schedule. It shall be the responsibility of the teacher to notify their principal if they want the 8:00 AM-4:00 PM schedule by the end of the first official workday of each school year. If the

teacher does not specify a preference, it will be assumed that they have accepted the 7:30 AM-3:30 PM work day schedule. However, on Friday or on days preceding holidays or vacation, the employee's day shall begin at 8:00 AM and end when the last bus is scheduled to leave the building, providing that this is no more than thirty (30) minutes after the conclusion of the school day. Except as provided elsewhere in this Agreement, teachers shall not be required to be in attendance beyond these times.

2. The school day shall begin when pupils must report to their first regularly scheduled class and end when they are dismissed from their last class, and the school day shall not exceed seven (7) hours.
3. All school personnel should get approval from the Principal when necessary to be absent from the building during the school day.

B. Teaching Load

1. The daily teaching load shall not exceed six and one-half (6 1/2) hours of pupil contact per day.

2. Junior and senior high school employees shall not be required to teach more than two (2) subject areas nor more than a total of six (6) teaching preparations every two days. Study Halls count as part of the employee's teaching load, but not as a preparation.

3 Every effort will be made to allow all K-12 teachers the equivalent of 45 minutes prep time each day during student contact time. If feasible, secondary staff may be used to cover elementary classes if specials are cancelled. Teachers electing to do so will be compensated at the regular block coverage rate of $35/block.

4. Independent Study: Teachers who elect to teach independent study students shall be Compensated $50 per prep.

C. Lunch Periods

Duty Free Lunch - The administrator in charge shall make every effort to provide employees with a daily, uninterrupted, duty-free lunch period of at least thirty (30) minutes.

D. Meetings

1. Faculty and Other

Employees may be required to remain after the end of the regular workday or arrive before the beginning of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no earlier than 7:30 AM and no later than fifteen (15) minutes after the student's dismissal time and shall run for no more than sixty (60) minutes unless mutually agreed by the teacher(s) and administrator. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Friday or on any day immediately preceding any holiday or other day upon which teacher attendance

is not required at school. Employees shall have the opportunity to suggest items for the agenda.

2. Notice of any meeting shall be given at least one (1) day prior to the meeting except in case of emergency.

E. Extra Compensation or Released Time

In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, an employee may be assigned to serve as substitute. Volunteer and assigned employees shall be paid at the rate of thirty-five (35) dollars per block and seventeen dollars and 50 cents (17.50) dollars per half block or the employee may choose to credit these blocks up to a total of four (4) high school blocks or the equivalency at the elementary level which shall entitle him/her to one (1) additional personal day to be taken in block increments before the end of the current school year. Such coverage shall be arranged by the principal of the school in question and shall be distributed equitably as possible among the employees in said school.

F. Outside Employment

1. Certified employees of the School District may engage in gainful employment outside the provisions of their contract inasmuch as that employment does not adversely affect their ability to carry their standing with the students, associates and community.

2. Employees shall not attempt to sell any product or service from which they may gain financially to students or other staff members during school hours. Employees shall not attempt to sell any product or service to any students, staff or member of the community if the school position held would influence the outcome of the sale or imply school approval of the product or service.

Article 19 - Pupil/Employee Ratio

A. Optimum and Maximum Standards

Because the pupil-teacher ratio is an important aspect of an effective program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards, but shall endeavor not to exceed the following maximum standards except in traditional large group instruction (study hall, band, vocal) or experimental classes.

1. Elementary Grades (K through 6)

	Optimum	Maximum
Kindergarten	20	25
First-Second Grades	20	25
Third-Sixth Grades	20	25

2. Seventh through Twelfth Grades

Maximum for non-lab classes (including study halls) should be 25 students. Maximum for lab classes should be limited to the number of stations available and not to exceed 20 students.

3. Special Education

Special classes for students in need of special education shall comply with state and Area Education Agency regulations.

B. Additional Compensation

Employees who are assigned classes which exceed these maximum standards shall receive additional compensation at the rate of sixty (60) dollars per pupil hour per semester for the duration of the excess. Study halls will be compensated at the rate of five (5) dollars per block if the maximum standards are exceeded anytime during the block.

For the purpose of definition, a pupil hour shall be one (1) block at the secondary level and fifty-five (55) minutes at the elementary level.

Article 20 - Employment and Assignments

A. Certification of Employees

1. Standard Certificates - The Board agrees to hire only fully certificated personnel holding professional and permanent certificates issued by the Department of Education for every teaching assignment.

2. Required Certification - Board policy will coincide with state regulations regarding certification hours.

B. Assignment of Employees

1. Notification of Presently Employed Staff - Employees shall be given written notice of his/her salary schedule placement and subject assignments for the forthcoming year no sooner than March 15. A list of said schedule placement and assignments shall be simultaneously sent to the Association.

2. Notification of New Staff - The Superintendent shall assign all newly appointed personnel to their specific positions with that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of the assignments to new employees as soon as practicable and, except in cases of emergency, not later than thirty (30) days before school starts.

3. Assignment Criteria - In order to assure that pupils are taught by employees working within their areas of competence, employees shall only be assigned to teach in areas for which they hold endorsements issued by the Department of Education.

C. Supervisory Assignments

1. Employees may be assigned any of the following supervisory assignments as part of the daily teaching load providing that said assignments shall not exceed a total of one (1) hour per day: recess, busloading or unloading, lunchroon, seminar, or other such duties as may be mutually agreed upon between the employee and his/her principal. When creating supervisory assignments, consideration will be given to each employee's teaching load, (i.e. classes assigned, number of course preparations, and number of preparation periods). Study halls will be considered part of the teaching load.

2. There will be no responsibility for float building among the junior/senior high faculty. Elementary staff may elect to participate in the parade during the evening at a compensation rate as dictated by Article 10 (D)(3).

D. Resignation

Resignations shall be in writing signed by the resigning party and directed to the Superintendent of Schools and referred by him/her to the Board of Directors with recommendations, as provided by statute.

After signing a contract with the MstM Community Schools, an employee will be expected to honor that contract. If he/she wishes to resign, the Board will consider the resignation until June 1. From June 1 to June 30, the Board will consider further resignations with the provision that the person resigning will pay up to $200 costs for locating a replacement. Between July 1 and July 31 the Board will consider further resignations with the provision that the person resigning will pay a fee of $300 for locating a suitable replacement upon the Board's acceptance of the resignation. After August 1 a $450 fee will be assessed. The Board has the discretion to waive the assessment when they feel it is detrimental to the individual due to the circumstances of the resignation.

In the event an employee terminates employment without proper release, the Superintendent is directed to advise the Department of Education for appropriate action by the Department.

E. Retirement

Any employee who retires after the age of 55 shall be allowed to continue insurance coverage with their policyholder until the age of 65. The retiree shall contribute postdated checks as required by the Board Secretary, which will be for the entire costs as computed by our insurer.

Upon retirement at age 55 or older, or in the case of complete disability, each staff member is entitled to a payment of $15 per day for unused sick leave. This shall be up to a maximum of ninety (90) sick leave days only. This money shall be given to the staff member in one lump sum with the final paycheck at the completion of the individual contract. The money for this benefit shall be included in the Supplemental Pay Schedule.

Article 21 - Reduction or Realignment of Staff

A. Coverage - All certificated personnel are covered.

B. Termination

When staff cuts are to be made, the Employer will use the following criteria:

Criteria for Staff Reduction for Elementary

1. For K-6th grade, the primary consideration shall be endorsements relative to K-6 level. This shall have priority and consideration over other endorsements and education preparation.
2. Seniority in the Martensdale-St. Marys District.
3. Teaching experience in other school districts.
4. Recent training in area of assignment.
5. Relative skill and ability as determined through evaluations.
6. Qualification for extra-curricular programs determined by certification, training, experience and ability.
7. When all other qualifications are equal, it shall be determined for the overall good of the District.

Criteria for Staff Reduction for Junior-Senior High:

1. For 7-12 grades, the primary consideration shall be the endorsements within the subject area as outlined by the Department of Education and the Policies of the Board of Directors of the MstM School.
2. Seniority in the Martensdale-St. Marys District.
3. Teaching experience in other school districts.
4. Recent training in area of assignment.
5. Relative skill and ability as determined through evaluations.
6. Qualifications for extra-curricular programs determined by certification, training, experience and ability.
7. When all other qualifications are equal, it shall be determined for the overall good of the District.

C. Recall Rights

Any teacher terminated pursuant to this policy shall have recall rights to any position for which he/she is or may become certified for one (1) year from effective date of his/her termination and shall be recalled to available positions in such professional categories in reverse order of termination. The teacher shall be given 24 hours to respond.

D. Notification

The administration shall provide written notice to each teacher who may possibly be affected by reduction or realignment, and specific written reasons for reduction or realignment of staff shall be given no later than April 15 of each school year.

E. Benefits

Any teacher re-employed by exercising his/her recall rights shall be given his/her position on the salary schedule as if continuously employed within the District.

F. Resignations and Terminations

Any teacher who resigns upon request for reasons of staff reduction or realignment or is terminated under Section 279.16 of the Iowa Code for these reasons, shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Board shall keep on file a current list of those who have retained such recall rights provided by this policy.

Article 22 - Health Provisions

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within sixty (60) days of initial employment attesting to the employee's physical fitness. The Board requires a subsequent examination in three (3) years and every three (3) years thereafter. The Board shall reimburse each teacher $35 for the required physical.

B. Physicals - Coaches

For those Coaches who are required to drive busses, the Board will pay $35 towards their physical which is required each year.

Article 23 - Safety Provisions

Protection of Employees, Students and Property

A. 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.

B. First Aid - As much as possible, the Board shall provide, in each building, properly trained personnel and the equipment necessary to ensure proper First Aid treatment for employees and students.

C. Keys - Employees who wish to work in their classrooms/offices will be issued a key to a designated outside door and personal security code.

- Employees are expected to monitor building security during their stay.
- Upon leaving, the employee will lock the designated door and arm the security system.
- Employees not following above rules will be asked to surrender their key and code.

D. If the weather conditions are such that it would be unsafe for students to come to school, then the employees should also not be required to come to work.

Article 24 - Evaluation of Teaching Performance

A. Notification

Within six (6) weeks after the beginning of each school year, each teacher shall be acquainted by a member of the administrative staff with the evaluation procedure criteria and instrument to be used. No formal evaluation shall take place until such orientation has been completed. The only evaluation instrument used shall be the one mutually agreed to by the District and the Association.

B. Knowledge

All evaluation of classroom teaching performance of a classroom teacher shall be fair, accurate, conducted openly and with full knowledge of the teacher and for the express purpose of the improvement of professional performance.

C. Number of Times

The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated a minimum of three (3) times each school year. Beyond the second year of service, classroom teachers will be evaluated at least every other year.

D. Formal Evaluation Procedures

1. Results of the formal classroom observations shall be in writing with a copy given to the teacher and shall be preceded by an in-class observation of the teacher's performance of at least thirty (30) minutes duration.

2. The evaluator shall have a meeting within seven (7) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

3. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. The file copy of said statement shall be signed by both the teacher and the principal to indicate awareness of the content.

E. Personnel File Review

1. Each employee shall have the right at any time to review the contents of his/her personnel file except for confidential college placement materials. A representative of the Association, at the employee's request, may accompany the employee in this review.

2. The Board or its administrative representative, including building principals, shall not establish any separate personnel file which is not available for the employees' inspection.

3. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.

4. Any complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the teacher's attention in writing.

5. The employee shall have the right to reproduce any of the contents of his/her file.

Article 25 - Voluntary Transfers

A. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred,

in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the second semester.

B. Criteria
In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee qualified for reassignment and/or transfer shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school system as determined by the Board. The Board will make a good faith effort to employ a suitable replacement before the voluntary transfer is denied. No such request shall be denied arbitrarily or capriciously.

Article 26 - Involuntary Transfers

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

B. Use of Voluntary Requests
The Employer will consider voluntary transfers prior to making an involuntary transfer. If the Administration denies a voluntary transfer, the reasons will be given in writing within one week of the denial.

C. Notice
Notice of an involuntary transfer shall be given in writing to employees as soon as practical, but not later than July 15, except in cases of emergency (death, resignation, illness).

D. Criteria
If the involuntary transfer is necessary, an employee's educational attainment, major or minor field of study, length of service in a particular school building, state and/or federal laws, and rules or regulations shall be considered in determining which employee is to be transferred.

E. Meeting and Appeal
An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, and the Superintendent, at which time the employee shall be given written reason(s) therefore. In the event that an employee objects to the transfer on the basis of the reasons provided at this meeting, the employee may appeal the involuntary transfer at the appropriate level of the Grievance Procedure, Article 5.

Article 27 - Staff Development

A professional development team consisting of representatives from elementary, junior high, high school, and administrative team shall plan, implement, and monitor the district's three-year staff

development plan. This team shall use data, staff, community, and business input to continually plan K-12 professional development to meet the needs of all students.

Phase III moneys will be used as a vehicle to support professional development and/or school improvement goals. These funds may be earned by staff completing criteria specified in the Phase III plan. If hourly requirements exist, staff member completing these requirements will be paid on a per diem basis.

Schedule A
Martensdale St. Marys Community School District
2007-2008

Years of Teaching	BA	BA+15	BA+30	MA	MA+15	MA+30
0	25420	26095	26770	27445	28120	28795
1	26045	26720	27395	28070	28745	29420
2	26670	27345	28020	28695	29370	30045
3	27295	27970	28645	29320	29995	30670
4	27920	28595	29270	29945	30620	31295
5	28545	29220	29895	30570	31245	31920
6	29170	29845	30520	31195	31870	32545
7	29795	30470	31145	31820	32495	33170
8	30420	31095	31770	32445	33120	33795
9	31045	31720	32395	33070	33745	34420
10	31670	32345	33020	33695	34370	35045
11	32295	32970	33645	34320	34995	35670
12	32920	33595	34270	34945	35620	36295
13	33545	34220	34895	35570	36245	36920
14	34170	34845	35520	36195	36870	37545
15	34795	35470	36145	36820	37495	38170
16	35420	36095	36770	37445	38120	38795
17	36045	36720	37395	38070	38745	39420
18	36670	37345	38020	38695	39370	40045
19	37295	37970	38645	39320	39995	40670
20	37920	38595	39270	39945	40620	41295
21	38545	39220	39895	40570	41245	41920
22	39170	39845	40520	41195	41870	42545
23	39795	40470	41145	41820	42495	43170
24	40420	41095	41770	42445	43120	43795
25	41045	41720	42395	43070	43745	44420
26	41670	42345	43020	43695	44370	45045
27	42295	42970	43645	44320	44995	45670
28	42920	43595	44270	44945	45620	46295
29	43245	43920	44595	45270	45945	46620
30	43570	44245	44920	45595	46270	46945
31	43895	44570	45245	45920	46595	47270
32	44220	44895	45570	46245	46920	47595
33	44545	45220	45895	46570	47245	47920
34	44870	45545	46220	46895	47570	48245
35	45195	45870	46545	47220	47895	48570
36	45520	46195	46870	47545	48220	48895
37	45845	46520	47195	47870	48545	49220
38	46170	46845	47520	48195	48870	49545
39	46495	47170	47845	48520	49195	49870

Schedule B
Supplemental Pay Schedule
2007-2008

All salaries for supplemental pay will be based on the percentage of the BA Experience salary step for each specific activity assigned up to the specified limits.

9.5% Activity
Head Boys Basketball
Head Girls Basketball
Head Wrestling
Head Football
Head Baseball
Head Softball
Band
Head Boys Track
Head Girls Track
Head Volleyball
Boys & Girls Golf

5.5% Activity
Class Fundraising Coordinator
Summer Band
Technology Coordinator (9 months)
Speech
High School Vocal

4.0% Activity
Debate
Junior Class Sponsor

3.0% Activity
Pep Club
Newspaper
Elementary Vocal

2.5% Activity
Student Council
Honor Society
Assistant J.H. Coach

6.5% Activity
J.V. Football
J.V. Wrestling
J.V. Softball
J.V. Girls Basketball
J V. Boys Basketball
J.V. Baseball
J.V. Volleyball
Drama
Cheerleading - 2 sponsors - All sports
Assistant Boys Track
Assistant Girls Track

7.5% Activity
Cross Country B/G

4.5% Activity
Junior High Girls Basketball
Junior High Boys Basketball
Junior High Wrestling
Junior High Boys Track
Junior High Girls Track
Junior High Volleyball
Junior High Softball
Junior High Baseball
Junior High Football
Yearbook

$150 Flat Fee
12th Grade Class Sponsor

$50 Flat Fee
7th Grade Class Sponsor
8th Grade Class Sponsor
9th Grade Class Sponsor
10th Grade Class Sponsor

Current Employees shall not be reduced in supplemental pay as a result of implementation of this new schedule.

1. Coaches changing coaching assignments in the same sport, up or down, in our system will be allowed one (1) year of assistantship towards one (1) year as a Head Coach or vice-versa.

2. Coaches new to the system, at the Board's discretion, will be offered supplemental pay for any or all experience in the same sport.

3. Any Varsity Coach that has to coach J.V. because of the inability to fill that position would be paid on Base 0 of the J.V. scale, or his/her J.V. experience step in the MstM system.

4. If a Varsity sport requires a Head Coach and two (2) assistants and the Board is unable to fill the second position, the pay for the second Assistant will be equally divided between the Head Coach and the first Assistant.

5. In the event that an athletic sport has 20 or more participants (players), an assistant coach shall be hired at the rate of currently specified percents in the Supplemental Pay Schedule.

6. The Football Coaches shall not be required to prepare the playing surface of the football field.

7. All coaches will start on step 4 during their first four years of employment.

8. For junior high and high school sports, if an athletic sport has 20 or more participants an assistant will be hired at the rate on Schedule B. If an assistant cannot be found for the sport, the Head coach of a Junior High sport will receive a $250 overload and the head coach of a varsity sport will receive a $500 overlaod. Numbers are determined after the first practice. This applies to the following sports: J.H. Volleyball, J.H. Girls Basketball, J.H. Softball and J.H. Boys Basketball.

All teachers who coach and are assigned to drive an activity school bus shall be paid thirty-five (35) dollars per trip. The Vocational Agriculture teacher will also receive the same pay as the Coaches when he/she is required to drive an activity bus to any event, excluding farm visits.

Coaching Assignments included are:

Head Boys Basketball
Head Girls Basketball
Head Wrestling
Head Football
Head Volleyball
Head Baseball
Head Softball
Head Girls Track

Junior High Boys Basketball
Junior High Girls Basketball
Junior High Wrestling
Junior High Football
Junior High Volleyball
Junior High Baseball
Junior High Softball
Junior High Girls Track

Head Boys Track
J.V. Girls Basketball
J.V. Softball
J.V. Baseball
J.V. Football

Junior High Boys Track
J.V. Wrestling
Boys & Girls Golf
J.V. Boys Basketball