Louisa-Muscatine CSD Louisa-Muscatine EA 7/1/2006 6/30/2007

LOUISA-MUSCATINE CSD/EA 06-07

MASTER CONTRACT

BETWEEN

LOUISA-MUSCATINE
COMMUNITY SCHOOL DISTRICT

AND THE

LOUISA-MUSCATINE
EDUCATION ASSOCIATION

FOR THE 2006-2007 SCHOOL
YEAR

TABLE OF CONTENTS

Article		Page
	Statement of Principle Regarding Professional Responsibilities and Professional Courtesies	2
I	Recognition and Definitions	3
II	Dues Deduction	4
III	Grievance Procedure	5
IV	Association Rights	8
V	Seniority	8
VI	Employee Hours and Duties	9
VII	Wages and Salaries	9
VIII	Insurance	12
IX	Leaves of Absence	13
X	Holidays	16
XI	Staff Reduction Procedure	16
XII	Transfer Procedure	18
XIII	Evaluation Procedure	19
XIV	Health Provisions	20
XV	Safety Provisions	20
XVI	Compliance Clauses and Duration	21
Schedule A	Salary Schedule	23
Schedule B	Supplemental Pay Schedule	24
Schedule C	Phase I and II Supplemental Monies	26
Schedule D	Grievance Form	27

STATEMENT OF PRINCIPLE REGARDING PROFESSIONAL RESPONSIBILITIES AND PROFESSIONAL COURTESIES

In administering provisions of Articles VI and IX, and/or requests for release time in addition to that provided in these Articles, the parties have agreed that certain principles should govern the discretionary judgments that teachers and administrators exercise.

These include:

- The District recognizes that administrators exercising their judgment in granting release time, is consistent with teachers meeting their professional responsibilities.

- On occasion personal circumstances justify the granting of discretionary release time, particularly when it is of a non-recurring nature, except classes for professional development, does not impede fully meeting professional obligations and does not burden co-workers, students and administration.

- Administration, in making case-by-case determinations to grant or deny requests for such discretionary release time will carefully balance school needs with the teacher's personal circumstances and not arbitrarily deny requests.

- Teachers will strive to meet personal obligations in a manner that does not impede the filling of their professional responsibilities or school needs.

Finally, the parties note that in agreeing to this statement of principle that are resolving several long-standing vexatious negotiations issues in the hope that individual judgments by teachers and administrators will be fairer and better resolution than rigid contracted rules. This statement will be reviewed in future negotiations and will not be subject to the grievance procedure.

ARTICLE I

RECOGNITION AND DEFINITIONS

A. REPRESENTATIVE

The Louisa-Muscatine Education Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Louisa-Muscatine Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 16th day of November, 1988.

B. BOARD

The term "Board" or "employer" as used in this Agreement shall mean the Board of Education of the Louisa-Muscatine Community School District or its duly authorized representative(s) or agent(s).

C. EMPLOYEE

The term "employee" as used in this Agreement shall mean a (all) person(s) represented by this Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

D. ASSOCIATION

The term "Association" as used in this Agreement shall mean the Louisa-Muscatine Education Association or its duly authorized representative(s) or agent(s).

E. DAY

The term "day(s)" as used in this Agreement shall mean Monday through Friday except for weekends and holidays recognized by this Agreement. Exceptions to this definition may be made with mutual consent of the Association and the Board.

ARTICLE II

DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organization dues. Dues shall not include initiation fees, special assessments, back dues, fines or similar items.

B. REGULAR DEDUCTION

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one-twelfth (1/12) of the total amount authorizing from the regular salary check of the employee each month. Authorization must be received by September 5th.

C. PRORATED DEDUCTION

Employees who begin deduction after September 5th shall have the total amount prorated on the basis of the remaining months of employment.

D. DURATION

Such authorization to deduct shall continue in affect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

E. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims arising out of the provisions in this agreement between the parties for dues deduction.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievant

   The term "grievant" in this Agreement shall mean the employee, group of employees, or Association filing a grievance.

2. Grievance

   The term "grievance" as used in this Agreement shall mean a claim by a grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.

B. THE ASSOCIATION'S RIGHT TO REPRESENT

1. The Association may process and or continue a grievance through all levels of the procedure whether or not there is an individual employee who wishes to do so.

2. Class grievances involving more than one supervisor and grievances involving an administrator above the building level shall be filed by the Association at Step 2.

3. Alleged violations of Association rights shall be initiated at Step 2.

4. The Association may continue and submit to arbitration any grievance filed and later dropped by a grievant, if the grievance involved a question of the application or interpretation of this Agreement.

C. INDIVIDUAL RIGHTS

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. TIMELINESS

Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall be construed as a denial and the grievance shall move on to the next level.

E. STEP 1

The grievant and the immediate supervisor shall meet informally to resolve the dispute. However, if the grievance remains unresolved the grievance shall be reduced to writing and filing with the immediate supervisor within twenty (20) working days of the incident or knowledge giving rise to the complaint. Within five (5) working days of the receipt of the grievance by the immediate supervisor, the grievant and/or the Association and the immediate supervisor shall meet. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

F. STEP 2

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, the grievance may be referred to the Superintendent or his/her official designee within ten (10) working days of receipt of the immediate supervisor's decision. The Superintendent shall arrange for a conference with the grievant and the Association which shall take place within five (5) days of the Superintendent's receipt of the appeal. Upon conclusion of the conference, the Superintendent shall provide his/her written decision, together with the reasons for the decision; to the Association within five (5) days.

G. STEP 3

1. Submission to Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level II, he/she may request that the Association submit his/her grievance to binding arbitration. If the Association determines that the grievance has merit, it may submit the grievance to arbitration by written notice to the Superintendent or to the Board of Education, within thirty (30) days of receipt of the Superintendent's decision.

2. Selection of the Arbitrator

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of five (5) arbitrators shall be made to the Public Employment Relations Board. The winner of flip of a coin called by the Association in the air shall determine who removes the first name from the list. All striking must be done that same day until one arbitrator remains. The Parties shall then contact the Public Employment Relations Board and have them inform the arbitrator of his/her selection. Or, in the alternative, the Parties can jointly contact the chosen arbitrator to ascertain hearing dates.

3. Power of the Arbitrator

The arbitrator selected will confer with the representatives of the Board and the Association, hold hearing(s), and issue his/her decision not later than thirty (30) days from the date of the close of the hearing(s), or, if oral hearings have been waived, from the date the final statements, proofs, and/or briefs are submitted. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder. Each party shall bear its own costs and expenses and the parties shall each pay one-half (1/2) of the arbitrator's fee and incurred expenses.

H. OTHER

Unless agreed to by the Superintendent or his/her designee all grievances shall be processed outside the employee's workday.

ARTICLE IV

ASSOCIATION RIGHTS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, in areas designated for employee use, such as employee lounges. The Associations may use the employee mailboxes for communications to employees.

ARTICLE V

SENIORITY

A. SENIORITY DETERMINATION

Seniority shall be District-wide and shall be computed from the date the employee signed his/her individual contract. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority. If two (2) or more employees have the same seniority date, the relative order of seniority, for purposes of this Agreement, shall be determined by drawing lots.

B. SENIORITY LIST

No later than September 30th of each school year, the Board shall post in all school buildings and deliver to the Association a list showing the seniority of each employee employed by the Board, the employee's area of certification. The Board will, thereafter, immediately notify the Association of any changes in said list or its contents.

C. LOSS OF SENIORITY

The seniority of an employee shall terminate if the employee resigns, is terminated for cause, is laid off and not recalled within the time limit allowed or fails to respond to a recall notice within the allowed time.

ARTICLE VI

EMPLOYEE HOURS AND DUTIES

A. The workday shall consist of no more than seven (7) hours, fifty (50) minutes per day, normally from 8:00 a.m. until 3:50 p.m. on a regular school day. The starting time and dismissal time shall be determined by the Board. Teachers may leave on Friday's at 3:40 p.m.

B. The workday may be extended on some occasions to faculty meetings, other meetings, activities, conference or duties which necessitate employee attendance.

C. Employees shall spend time outside the normal workday to the extent necessary for adequate preparation for instruction, pupil and parent consultations, faculty meetings, evening assignments and other reasonable activities.

D. Employees shall have a duty free lunch during the workday except when duty is necessary by rotation assignment.

E. The employees teaching at the secondary level shall have no less than one (1) class period per day as a break/prep. The employees teaching at the elementary level shall have two hundred twenty (220) minutes per week as break/prep. The break/prep period shall not include lunch or passing time.

Break/prep: Time without scheduled students primarily used by teachers to prepare for student learning.

ARTICLE VII

WAGES AND SALARIES

A. PLACEMENT ON SALARY SCHEDULE

1. The salary schedule is based upon a one hundred ninety (190) day school year.

2. All employees shall be paid according to their proper placement on the regular salary schedule set forth in Schedule A. An employee who is offered and accepts an assignment beyond the one hundred ninety (190)

days will be additionally compensated according to the per diem rate of his/her salary schedule base salary. An employee who works less than full-time shall be paid according to the fractional part of the regular instructional day (that part of the school day when children are regularly present in the building) that he/she is contracted to work.

3. Placement of new employees shall be made at the sole discretion of the Board. In making such placement, however, the Board may take into consideration previous teaching experience outside of the District and any other relevant factors. Full credit for prior experience may be given.

B. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule may be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service shall consist of at least one (1) semester of service to the District in a given year.

2. Part-time bargaining unit employees are eligible for placement on the salary schedule on a pro-rata basis.

3. An employee properly placed on the regular salary schedule who qualifies for advancement to a higher educational lane shall move to the corresponding incremental step on the higher lane.

C. EXTRA DUTY PAY

1. The Board and the Association agree that the extra duty activities listed on Schedule B are official school-sponsored activities. Employees in extra duty activities shall be compensated according to the rate of pay or other stipulations listed in Schedule B.

D. METHOD OF PAYMENT

1. Each employee shall be paid in twelve (12) equal installments. Payment shall be made on the 20th of the month.

2. When a pay date falls on a non workday, employees shall receive their pay checks on the last previous working day.

3. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. EXTRA PERIOD COMPENSATION

1. Secondary employees who are assigned an extra class (in lieu of a preparation period) on a regular basis, will be compensated at a rate of an additional one-fourth (1/4) of their annual salary for each extra class.

2. An employee who is assigned an extra pupil teacher contact period on an irregular basis shall be compensated at the hourly per diem rate of his/her salary schedule base salary for the additional workload on that day.

3. Payment for extra period compensation shall be made during the regular pay period each month.

4. Secondary employees who are assigned to teach two (2) subjects during a single class period shall be compensated at a rate of five (5) percent of the base salary.

F. EXTENDED CONTRACTS

An employee who provides professional services on days in addition to(beyond)the regular school year (Section A) shall be compensated at the per diem rate (of his/her salary schedule base salary) for each day in addition to those in the regular school year.

G. EXPENSES OF TRAVELING EMPLOYEES

1. An employee who is requested to use his/her own automobile in the performance of their duties shall be reimbursed for all such travel at the rate of 34.5 cents per mile.

2. The same allowance shall be given for the use of personal cars for field trips or other business of the district.

3. The Board shall provide adequate liability insurance protection for employees when their personal automobiles are used as provided in this section.

ARTICLE VIII

INSURANCE

A. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

B. The Board shall add $422 per month to the employee's salary towards the cost of insurance premiums in the District's section 125 cafeteria/salary reduction plan for each full-time employee (an employee who works six [6] or more hours per day). Regular part-time employees who work at least one-half (1/2) time will be entitled to participate in hospital and major medical with the Board paying a pro-rata portion (actual hours per week worked). Part-time employees who work less than one-half (1/2) time will not be entitled to insurance benefits.

C. Under the District's 125 cafeteria/salary reduction plan, the District will be required to:
•Provide long term disability insurance at a 60% claim coverage.

D. Under the District's 125 cafeteria/salary reduction plan an employee will be required to purchase from their $422 per month Board contribution:
•$10,000 term life insurance policy **and**
•to pay for the administrative cost of the 125 plan, if applicable.

E. After meeting the above requirements, an employee may use the remainder of the $422 per month District contribution for the following:
1. cash
2. tax-sheltered annuity
3. purchase other available choices included in the District's 125 cafeteria/salary reduction plan.

#1 If any of the $422 remains and is taken as cash it will be subject to all payroll taxes: (FICA, FICM, IPERS, FEDERAL & STATE INCOME TAXES).

#2 Purchase of a tax-sheltered annuity defers only federal and state income taxes. The employee will pay IPERS, FICA, FICM.

#3 Any other premiums paid for qualifying 125 cafeteria plan choices will reduce the employee's taxable gross wages for all payroll taxes but IPERS. NOTE: Only the required health premiums and the cost of the $10,000 term life insurance will be rendered tax neutral for all types of payroll taxes: ie, FICA, FICM, IPERS and federal and state income taxes.

ARTICLE IX

LEAVES OF ABSENCE

A. SICK LEAVE

Full-time teachers shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, in the following graduated scale:

First year of employment in District	10 days sick leave
Second year of employment in District	11 days sick leave
Third year of employment in District	12 days sick leave
Fourth year of employment in District	13 days sick leave
Fifth year of employment in District	14 days sick leave
Sixth year of employment in District	15 days sick leave

The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred five (105) days. The above amount is available for the use during the school year whether or not an employee has reached the maximum accumulation.Sick leave can be carried forward from year to year. Teachers who carry forward 105 days will have 15 days added, and may utilize 120 days in the contract year.

Emergency doctor or emergency dental appointments will be charged to sick leave. Emergency appointments are appointments which are not routine and which cannot be scheduled at a time which would not conflict with the employee's duties. Follow-up appointments or treatment of an ongoing or reoccurring condition will be charged to sick leave if the employee is unable to schedule the appointment in a time when it will not conflict with duties.

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

If an employee leaves the employment of the School District, and later returns as an employee of the District, accumulated sick leave of the first employment shall not be transferred to the second, unless the employee has been granted a leave of absence or has been subject to staff reduction for the time missed. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

An employee who has exhausted sick leave may make a request to be placed on unpaid leave of absence.

An employee shall be allowed to use five (5) days plus three (3) days of serious sick leave annually in the event of family illness (hospitalization, out patient care and follow-up care) to be deducted from sick leave.

B. BEREAVEMENT LEAVE

Funeral leave may be granted at a rate not to exceed five (5) days per occurrence for the death of immediate family members. Immediate family members are: spouse, son, daughter, stepchildren, parents, stepparents, parents-in-law, siblings, grandparents, step-grandparents, grandchild, and an individual residing in household. Employee is allowed 1 day per year for close family member.

Requests for bereavement leave shall be made in advance with as much notice to the District as possible under the circumstances. If requested by the Superintendent or his/her designee, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

C. PROFESSIONAL LEAVE

Employees may receive professional leave with pay for attendance of education meetings if, such attendance is approved by the Superintendent or his/her designee.

Requests for professional leave with pay for attendance of education meetings if such attendance is approved by the Superintendent or his/her designee, at least five (5) days prior to the first (1st) day of anticipated attendance, except in extenuating circumstances.

D. JURY AND LEGAL LEAVE

Any employee called for jury duty during school hours or who is required to appear in court by subpoena shall be provided such time without loss of pay.

Cases involving an employee's personal matters shall be excluded.

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

E. PERSONAL LEAVE

A regular employee of this school District shall be granted two (2) days of personal leave (accumulative to five [5] days) during each school year of employment upon the previous approval of the Superintendent or his/her designee.

Personal leave may not be taken during the first and last two (2) weeks of school (except in case of emergency, child's graduation, child's weeding or initial move in)) nor to extend any vacation. Three (3) days (except in case of emergency) advance notice must be given to take personal leave. The District may limit the number of employees on personal leave on any one (1) day and the leave is subject to available substitutes.

F. The Superintendent may grant other leave with or without pay or with the employee's being deducted the cost of the substitute.

G. Extended leaves of absence without pay may be granted by the Board for public office, or engaging in study in an accredited college or university reasonably related to professional responsibilities or other work experiences reasonably related to professional responsibilities or other good cause. The Board may limit the duration of such leaves and the number of staff on such leaves at any one time. The leave is subject to suitable replacement personnel being available and the granting of said leave is discretionary. Employees on such leave shall retain experience credit on the salary schedule held prior to the leave and other benefits accrued prior to the leave. Employees shall be given credit for advancement in training increments earned while on leave. Continuation of insurance benefits will be at the employee's expense and subject to the carrier(s) allowing the employee to remain in the insurance program.

H. ASSOCIATION LEAVE

Four (4) days of paid leave per year (non-cumulative) is available for representatives of the Association to attend conferences and conventions of the local, state or national organization. The Association shall reimburse the District for the costs of substitutes for each day of leave used.

I. GENERAL PROVISIONS ON LEAVES OF ABSENCE

1. The District's decision under the leaves of absence provision is subject to the grievance procedure.
2. Employees on paid leave of absence agree not to accept employment for wages without Board approval.

3. All absences other than those enumerated in the above leaves will result in loss of pay at the rate of 1/190 of the contract amount.

J. FAMILY MEDICAL LEAVE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract. Immediate family members are: spouse, son, daughter, stepchildren, parents, stepparents, parents-in-law, siblings, grandparents, step-grandparents, grandchild, and an individual residing in household.

ARTICLE X

HOLIDAYS

The following holidays shall be considered as paid non-working, non-school calendar holidays and that employees shall not be required to perform any duties on these days:

New Year's Day
Labor Day
Thanksgiving Day
Christmas Day
Good Friday

ARTICLE XI

STAFF REDUCTION PROCEDURE

Termination will be considered within each school division, K-6 elementary and 7-12 secondary.

The Board shall take into account the following factors in making its decision:

Step 1

Normal attrition resulting from employee's retiring, resigning, or voluntary reduction may be relied upon to the extent it is administratively feasible.

Step 2

Staff members with emergency and/or temporary certification shall be reduced first, unless needed to maintain a program.

Step 3

The remaining employees to be laid off will be selected by examining certification, qualifications, evaluations, curriculum, seniority, performance and other pertinent information including extra duty assignments.

Step 4

When two (2) or more employees are considered equal by the District under step 4, the decision on which employee to reduce will be based on seniority with the least senior employee being reduced.

Extra duty assignments will be a determining factor when needed to maintain a program where applicable in contract termination. Any staff member who has their contract terminated under provisions of this Article will have recall rights to a position for which he/she is certified and qualified for as determined by the Board for a period of two (2) years from the date of termination, and shall be recalled to that position in reverse order of termination.

The Administration shall provide written notice to the staff member affected by recall.

Any employee re-employed by exercising recall rights shall maintain all unused accumulated sick leave and shall be placed on the proper step of the salary schedule. A teacher on recall shall not accrue any sick leave or experience on the salary schedule. Any teacher employed by another district during the recall period shall forfeit all recall rights and benefits.

Qualified and certified staff members, as determined by the Board, on leave shall be reinstated in inverse order of placement on leave whenever vacancies exist. The District's offer of such position shall be sent by certified mail and shall be accepted or rejected in ten (10) calendar days by certified mail. Failure on the part of the staff member to meet these requirements may be considered by the District as grounds for termination of recall rights.

Probationary employees and employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1st shall not be eligible for the benefits of this Article.

Any termination or staff reduction appeal, filed by a teacher or his/her representative pursuant to Chapter 279 of the Code of Iowa, shall not preclude the filing of a grievance concerning the facts as they apply to the interpretation and application of the terms of this Agreement.

ARTICLE XII

TRANSFER PROCEDURE

A. Employees who desire to change buildings, grade assignments or subject assignments may request a transfer in writing. A vacancy shall be defined as those positions that will remain unfilled after the Board has exercised its right to realign and/or promote current employees. Transfers shall apply only to positions defined as vacancies. Teacher requested transfers are made as follows:

1. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent no later than April 15 of the current year. This letter should contain specific reasons for requesting the transfer.

2. The consideration of a voluntary transfer of an employee will be based on qualifications and certifications. If two employees are deemed to be of equal qualifications and certification the voluntary transfer will be determined by seniority.

3. Verbal conference of acceptance or denial of transfer, with detailed reasons for his/her decision will be given to the employee concerned. If a reason of denial is issued the employee may request a meeting to discuss reasons within five working days of notice.

4. Requests for voluntary transfers are kept for only one (1) school year. Renewal must be made each year.

5. Notice of future staff vacancies will normally be posted in each building for a minimum of three (3) days.

6. If an involuntary transfer is necessary, the Administration will take into consideration, so far as practical, the employee's training, qualifications, certification, experience, specific achievements and service to the District. A conference with the employee will be held, if requested.

ARTICLE XIII

EVALUATION PROCEDURE

A. Within ten (10) work days prior to the initial formal evaluation, employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed. An employee will be given a full review of the evaluation process in the year(s) the employee will be evaluated. All employees on cycle will be evaluated within the year assigned.

B. The performance of all professional staff members in their first (1st), second (2nd), and third (3) year will be formally evaluated as deemed necessary by the Administration each school year. Beyond their third (3) year of service, professional staff members will be formally evaluated as deemed necessary by the Administration.

C. Each employee shall receive a written copy of the formal summative evaluation at a conference with the evaluator. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

D. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within two (2) working days of the conference.

E. Informal classroom observations by an administrator or designee may occur at any time.

F. The above provisions deal with but a single method of employee evaluation; i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the Administration of the School District.

G. In any proceeding in which the District attempts to use past evaluations to justify adverse actions against the teacher, the teacher may challenge the substance of past evaluations as being unfair or unjust.

Adverse action shall be defined as suspension, termination, lay-off or withholding a step increase.

If the adverse action against an employee is staff reduction, under the staff reduction article of the contract, the teacher grievance of the evaluation shall be combined with the grievance, if any, alleging a violation of the staff reduction article or any other article grieved arising out of the same set of events.

A probationary employee (Iowa Code Section 279.19, par. 1) may not grieve their evaluations during that probationary period.
All time lines as they pertain to filing a grievance are hereby waived in regards to grieving past evaluations once adverse action is taken by the school district.

H. Complaints directed toward an employee which are placed in the employee's evaluation file shall be called to the employee's attention in writing within five (5) days of being placed in the file and the employee shall have the right to respond in writing within five (5) days of receipt of notification.

ARTICLE XIV

HEALTH PROVISIONS

A. The employer shall pay up to fifty dollars ($50.00) to each employee required to provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting that the employee is or is not physically fit to perform his/her assigned duties and that the employee is free of tuberculosis. No other medical information shall be required from the employee as a condition of either initial or continued employment.

ARTICLE XV
SAFETY PROVISIONS

A. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

1. 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. Further, the Board shall comply with all federal and state statutes, rules, regulations and recommendations in regard to employee health and safety.

2. Use of Reasonable Force

An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to self and others, to obtain possession of weapons or other dangerous objects upon the pupil or within the control of the pupil, for the purpose of self-defense, for the protection of person's property.

ARTICLE XVI
COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

B. SEPARABILITY

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such item or application shall only be deemed valid and subsisting to the extent permitted by the law. The Board and the Association shall enter into immediate negotiations to replace said item under appropriately modified impasse timelines under Chapter 20, Code of Iowa, 1987. All other items and applications shall continue in full force and effect.

C. PRINTING AGREEMENT

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

D. DURATION PERIOD

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. This Agreement shall automatically continue in force and effect for equivalent periods of time except as it may be amended, modified, or substituted during negotiations for a successor contract.

E. SIGNATURE CLAUSE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 13th day of July 2006

LOUISA-MUSCATINE
EDUCATION ASSOCIATION

By _____
Representative

LOUISA-MUSCATINE
COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

By _____
Board President

FY07 Louisa-Muscatine CSD ($650 increase on Base)

	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
Base	25050	26052	27054	28056	29058	30060	31062	32064	33066
1	25802	26804	27806	28808	29810	30812	31814	32816	33818
2	26553	27555	28557	29559	30561	31563	32565	33567	34569
3	27305	28307	29309	30311	31313	32315	33317	34319	35321
4	28056	29058	30060	31062	32064	33066	34068	35070	36072
5	28808	29810	30812	31814	32816	33818	34820	35822	36824
6	29559	30561	31563	32565	33567	34569	35571	36573	37575
7	30311	31313	32315	33317	34319	35321	36323	37325	38327
8	31062	32064	33066	34068	35070	36072	37074	38076	39078
9	31814	32816	33818	34820	35822	36824	37826	38828	39830
10	32565	33567	34569	35571	36573	37575	38577	39579	40581
11	33317	34319	35321	36323	37325	38327	39329	40331	41333
12	34068	35070	36072	37074	38076	39078	40080	41082	42084
13	34820	35822	36824	37826	38828	39830	40832	41834	42836
14	35571	36573	37575	38577	39579	40581	41583	42585	43587
15	36323	37325	38327	39329	40331	41333	42335	43337	44339
16	37074	38076	39078	40080	41082	42084	43086	44088	45090
17	37826	38828	39830	40832	41834	42836	43838	44840	45842
18	38577	39579	40581	41583	42585	43587	44589	45591	46593
19	39329	40331	41333	42335	43337	44339	45341	46343	47345
20	40080	41082	42084	43086	44088	45090	46092	47094	48096
21	40832	41834	42836	43838	44840	45842	46844	47846	48848
22	41583	42585	43587	44589	45591	46593	47595	48597	49599
23	42335	43337	44339	45341	46343	47345	48347	49349	50351
24	43086	44088	45090	46092	47094	48096	49098	50100	51102
25	43838	44840	45842	46844	47846	48848	49850	50852	51854
26	44589	45591	46593	47595	48597	49599	50601	51603	52605
27	45341	46343	47345	48347	49349	50351	51353	52355	53357
28	46092	47094	48096	49098	50100	51102	52104	53106	54108
29	46844	47846	48848	49850	50852	51854	52856	53858	54860
30	47595	48597	49599	50601	51603	52605	53607	54609	55611
31	48347	49349	50351	51353	52355	53357	54359	55361	56363
32	49098	50100	51102	52104	53106	54108	55110	56112	57114
33	49850	50852	51854	52856	53858	54860	55862	56864	57866
34	50601	51603	52605	53607	54609	55611	56613	57615	58617
35	51353	52355	53357	54359	55361	56363	57365	58367	59369
36	52104	53106	54108	55110	56112	57114	58116	59118	60120

SCHEDULE B
SUPPLEMENTAL PAY SCHEDULE

SPORTS

HS BOYS FOOTBALL	14%
HS GIRLS BASKETBALL	14%
HS BOYS BASKETBALL	14%
HS BOYS WRESTLING	14%
HS GIRLS SOFTBALL	14%
HS BOYS BASEBALL	14%
HS GIRLS TRACK	14%
HS BOYS TRACK	14%
HS GIRLS VOLLEYBALL	14%
HS B/G GOLF	12%
HS ASST. BOYS FOOTBALL	10%
HS ASST. B/G BASKETBALL	10%
HS ASST. BOYS WRESTLING	10%
HS ASST. GIRLS SOFTBALL	10%
HS ASST. BOYS BASEBALL	10%
HS ASST. B/G TRACK	10%
HS ASST. GIRLS VOLLEYBALL	10%
HS B/G CROSS COUNTRY	14%
HS ASST. B/G GOLF	8%
HS (WINTER) CHEERLEADING	8%
HS (FALL) CHEERLEADING	5%
HS B/G BOWLING	0.5%
JH BOYS FOOTBALL	6%
JH GIRLS BASKETBALL	6%
JH BOYS BASKETBALL	6%
JH BOYS WRESTLING	6%
JH BOYS TRACK	6%
JH GIRLS TRACK	6%
JH BOYS BASEBALL	6%
JH GIRLS SOFTBALL	6%
JH GIRLS VOLLEYBALL	6%
JH B/G ASST. COACH	4%
JH (WINTER) CHEERLEADING	4%
WEIGHT TRAINING (SEASON)	4%
JH (FALL) CHEERLEADING	3%

ACTIVITIES

INSTRUMENTAL MUSIC	17%
VOCAL MUSIC	12%
FFA	10%
SPEECH	10%
ANNUAL	10%
JOURNALISM	10%
C.L.A.S.S.	8%
DRAMA	5%
HS STUDENT COUNCIL	4%
HIGH SCHOOL BOWL	2%
PROM	2%
NATIONAL HONOR SOCIETY	1%
JH STUDENT COUNCIL	1%
ART SPONSOR	1%

COORDINATORS

ACTIVITIES	20%
AT RISK	15%
COMPUTER	10%
EQUITY	6%

1. The following increments shall be paid for completed years of experience within a sport/activity:

   5 years - 1% of base pay
   10 years - 2% of base pay
   15 years - 3% of base pay

2. Years of experience accumulate as long as it is in the same sport/activity regardless of level (7-12).

3. Years of experience must be at Louisa-Muscatine.

4. Breaks in years of service/experience are disregarded.

5. Years of experience must be under contract (volunteer status does not count).

6. Longevity pay applies only to contract positions above 4% and that involve coaching/instructing rather than just supervision. Positions not included: all coordinator positions (At-Risk, Computer, MCNS, H.S. Bowl, Prom, Student Council, Bowling, Art, J.H. Cheerleading, H.S. Banquet, Weight Training).

SCHEDULE C

PHASE I AND II SUPPLEMENTAL MONIES

A. Phase 1 monies will be paid monthly according to HF 499. Teachers receiving Phase I monies will receive a sufficient amount of Phase II monies to make their total phase dollars equal to an equal division of Phase II dollars.

B. Any phase I monies not used to bring salaries to the District minimum based on the Teacher Compensation Law and Phase II monies will be paid in monthly installments under HF 499 and distributed as follows:

1. After deductions for IPERS and FICA, the Phase I monies not used and the Phase II monies will be distributed to the staff equally.

2. The District's total financial responsibility to the staff will be limited to distributing monies actually received from the State.

3. Payments to be made to teachers using the same procedure as in 1988-1989.

4. Phase II monies shall not be used as a basis for calculating any payment due under the Master Contract such as but not limited to: Extended Contracts and Supplemental Contracts.

5. Part-time employees will receive a pro-rate share.

6. If a dock in pay becomes necessary, a corresponding reduction in Phase II payments will also be made.

7. The District will make corrections in Phase II payment amounts as needed to correct for changes in amounts received due to deduction changes, staff changes, state regulations, revisions, or errors. Necessary corrections will be made on the next payroll check to be received by the employee.

C. The Phase III hourly rate is twenty dollars ($20.00)

SCHEDULE D
GRIEVANCE FORM

_____
Date Filed

_____
Number

_____ School District

_____ Building

_____
Name of Aggrieved Person

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

STEP 1 (Formal)

A. Date Violation Occurred_____

B. Date Informal Discussion Held_____

C. Parties Present at Informal Discussion_____

D. Section(s) of Agreement Violated_____

E. Statement of Grievance_____

_____

_____

F. Relief Sought_____

_____

_____

_____

_____ _____
Signature Date

G. Disposition of Principal or Immediate Supervisor_____

_____

_____

_____

_____ _____
Signature Date

STEP II

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

B. Disposition by Superintendent or His/Her Designee_____

_____

_____

_____ _____
Signature of Superintendent or His/Her Designee Date

C. Disposition Accepted_____, Rejected_____

Comments_____

_____

_____ _____
Signature Date

STEP III

A. _____
Signature of Aggrieved Person

_____
Signature of Association President

_____

Date of Notice Given of Submission to Arbitration

_____

Date of Decision