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

MALVERN CSD/EA 06-07

2006-2007 Master Contract

Malvern Community School District

And

Malvern Education Association

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Article I
Definitions

Section A – Unit Definition

The Malvern Education Association is the certified bargaining representative for all employees of the Malvern Community School District as set forth in the certification issued by the Public Employment Relations Board on the 29th day of December 1987 (Case No. 3493). The bargaining unit described in the above certification includes all professional employees of the District including teachers, librarians, federal program instructors, guidance counselor, coaches and all others employed in a certified professional teaching capacity and excludes the superintendent, principals, administrative assistant/guidance counselor, activities coordinator/director, substitutes, all non-professional employees and all others excluded by Section 4 of the Act.

Section B – Definitions

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

The term "employee" represented by this Association in the bargaining unit as defined above.

The term "association", as used in this agreement, shall mean the Malvern Education Association or its duly authorized representative or agent.

The term "day", as used in this agreement, shall mean work day when school district employees are required to perform services except as specifically noted in the agreement.

Article II
Work Year

Section A – Days of Work

The employee work year shall be one hundred and eighty six (186) days. First year employees may be required to attend an additional three (3) days of orientation at no extra pay.

Section B – Non-Work Days

The following shall be non-work days: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the Friday before Easter, and the Monday after Easter.

Article III
Hours of Work and Duties

Section A – Work Day

A normal day of work for a full time employee shall be eight (8) consecutive hours which shall include a twenty (20) minute duty-free lunch period except when the employee has an assigned lunch duty. The work day will commence at 7:45 A.M. and conclude at 3:45 P.M.

Section B – Leaving the Building

Employees may, after giving notice to the building office, leave the building during their duty-free lunch period.

Employees shall not leave the building to which they are assigned during other normal working hours without the approval of the principal or his/her designee.

Section C – Other Duties

Employees will be required to attend, without additional compensation, faculty and professional meetings, conferences, open houses, and parent consultations. Faculty meeting hours shall be limited to a maximum of two (2) additional hours per month. Faculty meetings that will exceed the normal end of the work day must be preceded by a twenty-four (24) hour notice to the employees.

Section D – Early Release

On Fridays and days immediately preceding non-work days, the work day shall end when town students have departed from the respective buildings of the employees.

Section E – Non-Student Period

Unless extenuating circumstances prevent same, each employee shall have a thirty (30) minute period paid with no students. Such time shall be in addition to the employee's duty-free lunch period. If a substitute teacher is unavailable, any certified staff member who supervises another teacher's class/study hall during their prep time will be compensated at $10.00 per class period.

Section F – Overload Pay

Upon prior approval by the Board of Education, any staff member who teaches all periods in a day without a prep period will be compensated at a rate of $800.00 per semester or $1,600.00 per year. All requests for approval must be made prior to the beginning of the semester.

Article IV
Leaves of Absence

Section A – Sick Leave

An employee shall be entitled to sick leave, granted in minimum units of one-quarter day increments (2 hours), in the following graduated scale:

First Year of employment in the district	12 days of sick leave
Second Year of employment in the district	13 days of sick leave
Third Year of employment in the district	14 days of sick leave
Fourth Year of employment in the district	15 days of sick leave
Each additional Year of employment in the district	15 days of 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 of one hundred and twenty (120) days. No sick leave shall accrue during the time of absence.

If an employee leaves the employment of the school district, and later returns as an employee in 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.

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

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Employees will be furnished an accounting of accumulated days on or before October 1st of each year. Failure of the employee to object to the accounting provided by the District within ten (10) calendar days of the receipt of the notice shall constitute a waiver of the employee's right to grieve said accounting.

If an employee misses one class period/one hour or less and someone is willing to cover the class time, there will be no deduction from the individual's leave record. If the time absent is for two periods/two hours, .25 (1/4 day) will be deducted from the individual's leave record.

Employees who are absent because of the delivery of a child will use sick leave and will follow all provisions in the sick leave section.

Section B – Bereavement Leave

An employee will be granted bereavement leave to attend the funeral of a member of his or her immediate family. This leave is limited to five (5) days per occurrence and is non-accumulative from year to year.

The immediate family shall be defined as being the employee's spouse, mother, father, sister, brother, son or daughter, stepmother, stepfather, stepbrother, stepsister, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or foster child. Bereavement leave will be granted without a deduction in pay. Requests for bereavement leave shall be made by notifying the building principal and/or superintendent.

Up to three (3) days per year will be granted to attend the funeral of an employee's sister-in-law, brother-in-law, grandparent, grandchild, mother-in-law or father-in-law. Bereavement leave will be granted without a deduction of pay. Requests for bereavement leave shall be made by notifying the building principal and/or superintendent.

Up to three (3) days per year will be granted to attend the funeral of others not listed as immediate family. Bereavement leave will be granted without a deduction of pay. Requests for bereavement leave shall be made by notifying the building principal and/or superintendent.

Additional bereavement leave may be granted at the discretion of the superintendent.

Section C – Professional Leave

Employees may be granted professional leave for attendance at educational meetings if such attendance is approved by the building principal.

Requests for professional leave must be filed in writing with the building principal at least five (5) calendar days prior to the first day of anticipated absence, except in extenuating circumstances.

Section D – Jury and Legal Leave

Any employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the school district.

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.

Section E – Personal Leave

Personal leave of two (2) days will be granted, with full pay. Additional personal days will be granted to employees as follows: twenty (20) years of service in the district – two (2) additional personal days for a total of four (4) days with full pay; Thirty-five (35) years of service in the district – three (3) extra personal days for a total of five (5) days with full pay. Personal leave requests must be made five (5) days in advance of the anticipated absence except in cases of emergency. Not more than two employees from either attendance center may be granted personal leave for the same day, except in cases of emergency. Requests shall be honored on a first-come-first-serve basis according to the time they are presented in writing and received in the principal's office. Personal leave may not be used during the first two weeks (10 working days) or the last two weeks (10 working days) of the school year or on the last working day before, or the first working day after a holiday or vacation. The superintendent may approve exceptions to these limitations for individual circumstances. Strong consideration will be given to one time events. An employee who does not use personal leave in a year shall receive $50 per unused day.

Section F – Association Leave

Up to three (3) days each year shall be granted to the Association for its representatives to attend conferences, conventions, and other activities of the local, state, or national affiliated organizations. Requests for such leave must be made in writing to the principal at least five (5) working days in advance by the Association President stating the name(s) of those requesting the leave. The Association shall reimburse the Board for the cost of the substitute teachers for absent employees.

Section G – Family Illness Leave

Employees will be granted up to seven (7) days of family illness leave for members of the immediate family, which will be deducted from accumulated sick leave. The superintendent may grant additional days for special circumstances.

Section H – Adoption Leave

Employees will be granted up to a maximum of five (5) days paid leave of absence (to be subtracted from accumulated sick leave) to finalize the adoption of a child.

Section I – Unpaid Leave

Unpaid leave will only be granted after using all personal days. Other temporary leaves of absence without pay may be granted by the superintendent with the principal's input. The superintendent will have complete discretion to grant or deny unpaid leave.

Article V
Salary

Section A – Salary

The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

Section B – Adjustment of Salary Schedule

Each employee will be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph C below (save and except no employee shall receive a cash raise larger than 1 ½ steps, except for those moving horizontally due to additional hours).

Section C – Credit for Experience

Credit up to the 15th step of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment, if said experience is acquired within the last fifteen (15) years. If the Board determines that it is appropriate to do so based upon the needs of the District and the availability of applicants for a position, a hiring bonus of up to $3000 can be offered. The hiring bonus will be distributed evenly over three contract years and the employee must stay three years to get the entire bonus amount. The decision to offer or not offer a hiring bonus will be at the complete discretion of the Board.

Section D – Advancement on Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted one 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 consists of employment in the Malvern Community School District for one hundred (100) consecutive teaching days or more in one school year.
2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the nearest eligible step on the higher lane so as to provide a raise for the move. After July 1, 1992 hours shall be graduate hours in the employee's teaching field or a s a part of an educational plan approved by the superintendent. Notice of intention for additional schooling shall be given to the superintendent by May 15th of the academic year and confirmation of such additional schooling shall be confirmed by July 10th of the contract year. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the superintendent prior to September 10th of the academic year.

Section E – Pay Period

Employees shall receive their regular paycheck in twelve (12) equal installments on the 20th of each month at their regular building.

Section F – Summer Checks

Employees shall receive their summer checks at the business office, or a designated summer address. Employees must designate which they prefer upon checking out for the summer.

Section G – Extended Contracts

An employee offered a contract that exceeds the regular work year shall be compensated at the rate of 1/186th of the employee's regular salary.

Section H – Phase I and Phase II Money

The base salary of a teacher shall contain Phase I and Phase II money. In the event the amount of Phase I and/or Phase II money is reduced during the term of this agreement, the amount of the teacher's base salary will be reduced proportionately. In the event the Phase I and/or Phase II money is eliminated, the amount of such Phase money will be reduced from the teacher's salary.

Section I – Proof of Certification

An employee who fails to submit proof of certification to the Superintendent by at least the day prior to the first payday of the school year or by the date the individual's prior certification has expired will not receive any compensation until the required certification is received by the District. This provision on withholding compensation does not affect in any way the right of the District to commence contract termination proceedings under Iowa Code Chapter 279.

Section J – Late Contract Resignation

An employee who signs their contract and then submits a late resignation received after June 15th must submit $1000 with the resignation before it will be considered by the Board. The $1000 can be submitted in one check or can be paid with up to four post-dated checks dated one each month for up to four months after the date of resignation. If the resignation is not accepted the $1000 will be returned to the employee upon their return to work. If the resignation is accepted the $1000 will be applied toward the advertising expenses needed to fill the open position.

Article VI
Benefits

Section A – Benefits

The Board shall provide each full-time employee with $506 per month to be applied as follows:

1. The employee must purchase the following benefits made available by the District:
    a. An employee comprehensive health insurance program.
    b. $10,000 term life insurance.
    c. A long-term disability insurance program with a ninety (90) day waiting period.
2. With any remaining money, after purchase of the above benefits, the employee may choose among the following benefits:
    a. Dependent, health insurance.
    b. Additional life insurance as offered by the company.
    c. A tax-sheltered annuity as selected by the employee.
    d. Cash.

If the employee opts for more insurance benefits than he/she has money available to pay for, he/she shall pay the additional cost through payroll deduction.

Section B – General Insurance Provisions

All terms and conditions of insurance coverage provided, including, but not limited to, eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

The Board shall have the right at any time to procure the insurance referred to in this article from any reputable insurance company.

Article VII
Supplemental Pay

Section A – Extra Duty Pay

An employee who is assigned extra curricular duty shall be paid according to Schedule B which is attached to this agreement.

Section B – Filling Extra Duty Assignments

The Board shall have the right to fill extra curricular duty assignments, either from within or from outside the bargaining unit employees.

Each employee shall take tickets at one event free of charge. After such time that the one free event is fulfilled, they may then sign up for additional events with their respective building administrator/activities director. The volunteers for these events will be paid a sum of $10 per event.

Section C – Mileage

An employee who is approved to use his/her automobile in the performance of his/her duties will be paid thirty-two cents ($.32) per mile. No mileage will be paid for commuting to and from work.

Section D – Seniority Step

An employee will be paid according to his/her years of experience as an activity sponsor or coach up to a maximum of four (4) years. Prior experience in another district will be allowed to be brought into the supplemental pay schedule.

Article VIII
Seniority

Section A – Definition

Seniority shall be defined for purposes of this agreement, as the number of years of continuous employment in the District since the employee's last date of hire.

Section B – Seniority List

The Board will provide the Association a seniority list no later than November 1 of each school year. Protest of , errors and, or omissions from such a list must be made to the District within ten (10) days from the date of providing the list, otherwise the list will stand as being correct.

Article IX
Staff Reduction Procedure

Section A – Reduction Procedure

All employees are covered under this staff reduction procedure, including employees on extended leaves of absence.

Job Classification – For the purpose of staff reduction, employees shall be classified as follows:

1. PK-6	Classroom Teachers
2. 7-8	Subject Matter Teachers – By Certification
3. 9-12	Subject Matter Teachers – By Certification
4. K-12	Art Teachers
5. K-12	Instrumental Music Teachers
6. K-12	Vocal Music Teachers
7. K-6	Physical Education Teachers
8. 7-12	Physical Education Teachers
9. K-6	Title I Teachers
10. K-12	Guidance Counselors and At-Risk Counselors
11. K-6	Special Education Teachers – By Certification
12. 7-12	Special Education Teachers – By Certification
13. 7-12	Exploratory/Vocational Teacher – By Certification
14. 7-12	Alternative High School Teacher
15. K-12	Media/Library Services

Employees shall be classified based upon their assignment during the school year in which staff reduction procedures are commenced. An employee with an assignment in more than one of the categories listed above in this section shall be classified in the category in which he/she has the greatest number of periods of assignment. If the number of periods of an employee's assignment is equal, then the employee shall be classified in the category in which he/she has the greatest length of service.

When the Board determines that employees should be laid off, the following procedure will determine the order in which employees shall be laid off:

1. The Board shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Board has received resignations in the classification in which reduction is sought prior to the issuance by the Superintendent of Notice of Intent to Terminate Contract.
2. Unless the employees are needed to maintain an existing program, employees with emergency and/or temporary certification will be laid off first.
3. Unless the employees are needed to maintain an existing program, probationary employees will be laid off next. If there is more than one probationary employee in the affected job classification, then probationary employees will be laid off based upon seniority.

4. If the staff reduction cannot be fully accomplished following the layoff of employees as provided in steps 1-3 above, then the employee(s) in the job classification with the least seniority shall be laid off.
5. An employee who has initially been identified for layoff in step 4 shall have the right to displace the least senior employee in another job classification, provided the initially identified employee has previously taught in that classification in the School District.

Section B – Recall Rights

An employee shall have recall rights, in the reverse order of reduction for two (2) years, to any position which becomes available within the subject category from which the employee was reduced.

Should an employee on layoff from a full-time position, accept a less than full-time position, he/she will be eligible to accept a full-time position in line with his/her recall rights.

Section C – Notification of Recall

An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept the position by notifying the superintendent, by certified mail, within ten (10) days of the mailing of the notice. If the employee fails to provide such notice of acceptance within the ten (10) day period, the employee will be deemed to have refused the position offered and all recall rights are forfeited.

Section D – Return from Layoff

An employee accepting recalled employment shall have his/her unused accumulated sick leave days at the time of layoff restored.

A recalled employee shall be reinstated to the salary he/she was earning at the time of the layoff.

Section E – Exclusions

An employee hired to fill a vacancy created by a leave of absence or an employee hired after September 1st shall be excluded from any benefits of this article.

Article X
Transfer Procedure

Section A – Definitions

A transfer shall be defined as the permanent movement of an employee from elementary to subject area (7-12), subject area (7-12) to subject area (7-12), or from subject area (7-12) to elementary. The realignment of employees within these levels shall not be considered a transfer. A vacancy shall be defined as those positions that will remain vacant after the Board has exercised its right to realign and/or promote current employees.

Section B – Procedures

All requests for voluntary transfers for the following year must be in writing in the form of a letter sent to the superintendent no later than May 1st of the current year. This letter must contain specific reasons for requesting the transfer.

The consideration of a voluntary transfer of an employee will be based on qualifications, certifications, and as determined by the administration.

Written notice of voluntary transfer will be given to the employee concerned as soon as possible. If a request for a voluntary transfer is denied, the specific reasons for the denial shall be given in writing to the employee.

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

Notices of future staff vacancies will be posted in each building as soon as possible after the administration has determined that a vacancy does exist.

If an involuntary transfer is necessary, the Administration will take into consideration, so far as is practical, the employee's training, qualifications, certification, experience, specific achievements, and service to the District. The employee will be given written reason for the transfer.

The Board has the primary legal responsibility for providing the district's educational program; therefore, the Board has the sole discretion of assigning and transferring employees.

Assignments will be based on the needs of the school district and the qualifications of staff members. Personnel will be assigned without regard to race, creed, color, gender, national origin, religion, age, or disability.

The assignment of certified personnel – excluding principals, whose assignments or reassignments will require Board approval – and their transfers to positions within the

district will be made by the superintendent or his/her designee, with Board approval. A teacher's request for transfer will be considered whenever the best interests of the school system will be served.

Article XI
Evaluation Procedures

Section A – Notification

Within one (1) month after the beginning of each school year the administrative staff shall acquaint employees with the evaluation procedures to be used. In the event of any changes in the evaluation procedures, the administration shall acquaint all employees with such changes.

Section B – Number of Evaluations

The performance of all staff members in their first or second year will be evaluated a minimum of two (2) times each school year. Beyond their second year of service, staff members will be formally evaluated at least once every three years by the administration. Nothing in this language shall preclude more frequent evaluations if deemed necessary by the administration.

Section C – Deficiencies

Deficiencies noted on the evaluation shall include suggestions, from the evaluator, to improve performance. Failure to note such deficiency on the next evaluation shall imply satisfactory performance.

Section D – Written Evaluations

A conference will be held with the evaluator within ten (10) working days following each observation. Employees shall receive a written copy of all formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of he employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

Section E – Employee Reply

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 three (3) days of the conference.

Section F – Informal Visits

Informal classroom visits by the superintendent and/or designee may occur at any time.

Section G – Other Evaluative Material

The above provisions deal with but a single method of employee evaluation, i.e., evaluation of the 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.

Any other evaluative material, positive and/or negative, will be reduced to writing and be placed in the employee's personnel file. The employee will receive a copy of such material. The employee may request a meeting with the principal to discuss such material.

Section H – Denial of Salary Increase

An employee who receives an overall unsatisfactory evaluation for the year will not be entitled to any salary increase the next year.

Section I – Right to Grieve

An employee who has been denied a salary increase based upon an evaluation shall have the right to grieve such evaluation.

Article XII
Dues Deductions

Section A – Authorization

Any certified employee may sign and deliver to the Malvern Education Association an authorization card authorizing payroll deduction of Association dues. The Association shall deliver authorization cards to the superintendent's office not later than November 5th. New authorization cards shall be required each year. Pursuant to reception of authorization cards the Board shall deduct one-tenth (1/10th) of the total dues from the regular salary check of the employee each month for ten (10) months. The Board shall transmit dues to the Association within a reasonable time following each regular pay period.

Section B – Pro-Rated

An employee who is employed after September 5th shall have the appropriate amount of Association dues pro-rated on the basis of the remaining months of employment through August.

Section C – Hold Harmless

The Association agrees to hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the proper applications of Paragraph A and B above.

Article XIII
Safety and Health

Section A – Safety

The Board shall endeavor to provide and maintain a safe place of employment. All employees shall perform their duties in a safe manner.

Section B – Employment Physical Examination

A new employee shall furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease at the time of signing his/her individual contract. The Board will pay up to a maximum of thirty-five (35) dollars for such examination upon submission of a bill.

Section C – Required Physical Examination

The Board may require a medical examination when, in its judgment an examination is relevant to an employee's performance of assigned duties. The cost of such physical shall be paid by the employer.

Section D – Medical Activities

The Board shall not require any employee to perform body/head lice inspections, dispense medication or perform any medical functions.

Article XIV
Grievance Procedure

Section A – Definition

A grievant shall mean an employee, group of employees, or the Association. A grievance is a claim by a grievant that a section of this agreement has been violated.

Section B – Procedure

Step One: The grievant will present a written grievance on an approved form (Appendix C) to his/her principal within ten (10) days of the date the employee should have had knowledge of such event and/or condition which gave rise to the grievance. The grievance shall state the name(s) of the grievant(s), the facts giving rise to the grievance, the section of the contract allegedly violated, the relief requested and it must be signed by the grievant. Within ten (10) days after the receipt of the grievance the principal shall give a written answer to the grievant.
Step Two: If the grievant is not satisfied with the Step One answer he/she will, within ten (10) days of the receipt of the principal's answer, submit the written grievance to the superintendent. The superintendent shall have ten (10) days to submit a written answer to the grievant.
Step Three: If the grievance is not resolved in Step Two, the Association will, within fifteen (15) days of the answer in Step Two, write to the American Arbitration Association requesting a list of arbitrators. Written notification will simultaneously be sent to the employer. The parties agree to follow American Arbitration Association rules for the procedure. Upon selection of an arbitrator there shall be a hearing and a written decision issued by an arbitrator. The decision of the arbitrator shall not add to, subtract from, disregard, alter, or modify any terms of this agreement. The expenses of the arbitration shall be shared equally by the employer and the Association. Each party will pay fees incurred in the presentation of its case.

Section C – General Provisions

If the grievance is not presented within the time limits set herein the grievance shall be considered waived.

If the grievance is not appealed to the next step within the specified time, it shall be considered settled on the basis of the employer's last answer.

The failure of the employer to give an answer within the prescribed time limits shall permit the grievance to be moved to the next step except the Association must take positive action in complying with the procedures and time limits of Step Three.

Time limits may be extended by mutual written agreement of the employer and the grievant.
The investigation or processing of a grievance shall not, as far as possible, be carried out during working hours. However, if such investigation or processing is necessary during working hours it will not interfere with an employee's assigned duties.

The parties may mutually agree to a meeting at any state of the grievance procedure.

The arbitration hearing shall be a private hearing with only the necessary parties at the hearing.

Documents relating to the processing of a grievance shall not be filed in an employee's personnel file.

A grievant may be represented by an Association representative at any meeting of the parties to discuss the grievance.

Article XV
Compliance and Duration

Section A – Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section B – Printing Agreement

The Board will pay the cost of printing the agreement.

Section C – Duration

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

IN WITNESS THEREOF, 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 thereon, all on the 14th day of March, 2005.

Malvern Education Association	**Malvern Community School District**
Carol Powles	Susan F. Hogdill
President	**President**
Lisa S. Lee	Curtis A. Barclay
Chief Negotiator	**Chief Negotiator**

Appendix A
Authorization for Payroll Deduction for Education Association Dues

I hereby request and authorize the Board of Education of the Malvern Community School District as my remitting agent, to deduct from my earnings each month a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Malvern Education Association.

Date: _____

Signature: _____

Social Security Number: _____

Appendix B
Grievance Form

Name of Aggrieved Person(s): _____

_____

_____

Step One

Date Violation Occurred: _____

Specific Provision of Contract: _____

Statement of Grievance: _____

_____

_____

Remedy Sought: _____

_____

_____

Signature of Grievant: _____

Date: _____

Date Received by the Principal: _____

Disposition by the Principal: _____

_____

_____

Signature of the Principal: _____

Date: _____

Step Two

Signature of Aggrieved Person: _____

Date Received by the Superintendent: _____

Disposition by the Superintendent: _____

_____

_____

Signature of the Superintendent: _____

Date: _____

Step Three

Signature of Aggrieved Person: _____

Signature of Association President: _____

Date Submitted: _____

Date Received by Superintendent: _____

Schedule A
Salary Schedule
2005-2006

Step	BA	BA+10	BA+20	BA+30	MA	MA+12
1	24350	25000	25550	26100	27100	27650
2	24900	25550	26100	26650	27650	28200
3	25450	26100	26650	27200	28200	28750
4	26000	26650	27200	27750	28750	29300
5	26550	27200	27750	28300	29300	29850
6	27100	27750	28300	28850	29850	30400
7	27650	28300	28850	29400	30400	30950
8	28200	28850	29400	29950	30950	31500
9	28750	29400	29950	30500	31500	32050
10	29300	29950	30500	31050	32050	32600
11		30500	31050	31600	32600	33150
12		31050	31600	32150	33150	33700
13		31600	32150	32700	33700	34250
14		32150	32700	33250	34250	34800
15		32700	33250	33800	34800	35350
16				34350	35350	35900
17				34900	35900	36450
18				35450	36450	37000
19				36000	37000	37550
20				36550	37550	38100

Career Increment:

Each teacher will be moved up one step to accommodate his or her normal attrition so as to provide a raise. If the move would not result in a raise, then the affected teacher shall receive a raise equal to ½ step ($275) + the amount added to the base for the 2005-2006 contract. If the employee moves horizontally due to additional hours they will also receive the appropriate raise for that movement.

Schedule B
Extra Duty Pay Schedule
2005-2006 School Year

Athletics

Head Football	Year 1	$ 2133
Head Volleyball	Year 2	$ 2252
Head Girl's Basketball	Year 3	$ 2370
Head Boy's Basketball	Year 4 & Up	$ 2489
Head Boy's Track		
Head Girl's Track		
Head Boy's/Girl's Golf		
Head Softball/Baseball		
Head Wrestling		
Assistant Football	Year 1	$ 1185
Assistant Football	Year 2	$ 1304
Assistant Volleyball	Year 3	$ 1422
Assistant Girl's Basketball	Year 4 & Up	$ 1541
Assistant Boy's Basketball		
Assistant Baseball		
Assistant Softball		
Jr. High Football	Year 1	$ 830
Jr. High Volleyball	Year 2	$ 948
Jr. High Girl's Basketball	Year 3	$ 1067
Jr. High Boy's Basketball	Year 4 & Up	$ 1185
Weight Room Supervisor	Year 1	$ 1067
	Year 2	$ 1185
	Year 3	$ 1304
	Year 4 & Up	$ 1422
Athletic/Activity Director	Year 1	$ 3081
	Year 2	$ 3200
	Year 3	$ 3318
	Year 4 & Up	$ 3437

Activities

Annual Sponsor	Year 1	$ 593
Speech Sponsor	Year 2	$ 711
Cheerleading Sponsor	Year 3	$ 830
Concession Manager	Year 4 & Up	$ 948
FCCLA Sponsor		
SAT Coordinator (Elem.)		
SAT Coordinator (Sec.)		
Jr. Class Sponsor	Year 1	$ 237
Jr. Class Sponsor	Year 2	$ 356
Jr. Class Sponsor	Year 3	$ 474
Math Bee Sponsor	Year 4 & Up	$ 593
National Honor Society Sponsor		
Drama Sponsor		
Student Council Sponsor		
Web Site/Newsletter Manager	Year 1	$ 1067
Band/Vocal Competition	Year 2	$ 1185
Summer Band	Year 3	$ 1304
	Year 4 & Up	$ 1422