Marcus-Meriden-Cleghorn CSD	Teacher Assn.	7/1/2006	6/30/2007

MARCUS-MERIDEN-CLEGHORN CSD/EA 06-07
46 employees covered

MASTER CONTRACT

between the

MARCUS-MERIDEN-CLEGHORN
COMMUNITY SCHOOL DISTRICT

and the

MARCUS-MERIDEN-CLEGHORN
TEACHERS ASSOCIATION

2006-2007

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ARTICLE ONE

Recognition

This agreement is made and entered into by and between the Board of Directors of the Marcus-Meriden-Cleghorn Community School District, and the Marcus-Meriden-Cleghorn Teachers Association. Both parties recognize and declare that providing a quality education for the students of the Marcus-Meriden-Cleghorn Community School District is their mutual desire.

They therefore, declare the attainment of this desire is a joint responsibility of the Board, the Association, the administrative staff, and the professional teaching personnel of the district.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

The Board of Education of the Marcus-Meriden-Cleghorn Community School District, hereinafter referred to as "Board", recognizes the Marcus-Meriden-Cleghorn Teachers Association, hereinafter referred to as the "Association", the certified, exclusive, and sole bargaining representative for all personnel as set forth in the P.E.R.B. certification instrument (Case No. 571) issued by the P.E.R.B. on the 19th day of February, 1976. The unit described in the above certification is as follows:

INCLUDED:

All full-time and regular part-time professional employees including all classroom teachers, guidance counselors, librarians, reading consultants, school nurses, and the title teachers.

EXCLUDED:

Superintendent, principals, and all others excluded under Section 4 of the Act.

Definitions

A. The term "Board" or "employer", as used in this agreement, shall mean the Board of Education of the Marcus-Meriden-Cleghorn Community School District or its duly authorized representatives.

B. 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.

C. The term "Association", as used in this agreement, shall mean the Marcus-Meriden-Cleghorn Teachers Association or its duly authorized representatives.

ARTICLE TWO

Grievance Procedure

A. A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. (1) Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee themselves, or by the employee and a representative from the Association if the employee chooses to have a representative with him/her.

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

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

(4) If 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, the time limits set forth in this procedure shall be reduced so that the grievance may be completed prior to the end of the school year, or within a maximum of twenty (20) calendar days thereafter. Any arbitration hearing for a year-end grievance shall be held no later than July 15 of the year in which the grievance was filed. If reduced timelines cannot be met, through no fault of the parties, the grievance may proceed under the regular timelines.

(5) In matters dealing with alleged violations in those areas over which a principal has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the superintendent, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

(6) The Association may submit grievances under these procedures in writing directly to the superintendent, and the processing of the grievance will begin at the Third Step. The time limits for filing a class grievance at the Third Step will be the same as the time limits for filing at the Second Step.

C. **First Step**

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within ten school days from the date of occurrence of the event giving rise to the grievance, or when it should have been reasonably discovered. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten school days after receipt of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved employee shall file, within five school days of the principal's written decision at the Second Step, a copy of the grievance with the superintendent. Within ten school days after such written grievance is filed, the aggrieved and superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten school days of the Third Step grievance meeting and communicate it in writing to the employee and the principal.

Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a Fourth Step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and/or the grieving employee to the superintendent within thirty calendar days from receipt of the Step Three answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties within seven days after said notice is given. If the two fail to reach agreement on an arbitrator within seven days, the Public Employment Relations Board will be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The right of first strike shall be determined by lot. The remaining name shall be the arbitrator. The arbitration hearing and the arbitrator shall be encouraged to render a decision within thirty (30) calendar days following the close of the hearing. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than sixty (60) days from the date of the appointment of the arbitrator. The decision of the arbitrator shall be final and binding on the parties.
Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. Their authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE THREE

Impasse Procedures

Impasse shall be governed by the procedures outlined in Chapter 20 of the Code of Iowa.

ARTICLE FOUR

Health and Safety Provisions

State law requires that all school employees pass a physical examination upon employment and every three years thereafter. The cost of such examination, not covered by insurance, shall be paid by the Board up to a maximum of thirty dollars ($30.00). Such evidence of physical fitness shall be limited to a statement from a licensed physician attesting to the employee's physical fitness. (See Employee's Physical Fitness Form Appendix C attached.)

State law requires that all school employees must be tested for tuberculosis every three years. The Mantoux skin test will be given by the school nurse when required, at no cost to the employee. Employees who desire or must have another type of test, are responsible for getting it themselves and submitting the results to the school nurse.

The Board shall endeavor to provide and to maintain a safe place of employment. All employees shall endeavor in the course of the performance of their duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practice, equipment, or conditions to their immediate supervisor.

ARTICLE FIVE

Leave

A. Sick Leave

Employees will be allowed sick leave for temporary disabilities, including pregnancy, as follows:

1st year	15 days
2nd year	11 days
3rd year	12 days
4th year	13 days
5th year	14 days
6th year	15 days
and subsequent years	

Accumulated past sick leave and credited sick leave shall not be more than a total of 120 days. Employees will be given a written copy of accounting for accumulated sick leave days on or before September 15 of the school year. The superintendent may ask for a doctor's clearance after an extended illness showing an ability to return to work. Sick leave may only be taken in full or half day increments.

Part-time employees will receive sick leave benefits in accordance with Iowa Code Section 279.40. Sick leave days are in direct relation to the employee's regular workday. Sick days can be accumulated to a maximum of 120 of their contract days.

B. Family Illness Leave

In the case of a lesser illness to an employee's immediate family, the employee may be granted up to three (3) days of leave during a school year. This leave shall be deducted from the employee's sick leave.

C. Extended Leave/Family and Medical Leave

1. Extended Leave
An employee who is unable to work because of a death of a member of his or her immediate family and who has exhausted all leave available may by a vote of the Board be granted a leave of absence without pay until the end of the school year, or for a shorter period of time which is mutually acceptable to the Board and the employee. If the employee wants to keep his or her fringe benefits intact, he or she must pay for them for the duration of the leave.

2. Family and Medical Leave

In addition to any leave benefits provided to employees under the terms of this agreement, an employee who had been employed by the District at least one contract year may be granted unpaid leave for one or more of the following reasons:

1. Birth of a child and in order to care for the child.
2. Placement of a child with the employee for adoption or foster care.
3. To care for a spouse, child, or parent who has a serious health condition.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

A total of 12 workweeks of leave during any 12-month period may be granted under this policy. The term "12-month period" means that period of consecutive calendar months, or portions thereof, which begins with the commencement of the first day of leave under the Family and Medical Leave Act and/or this policy. Leave must be taken on a sustained or uninterrupted basis, except that intermittent leave may be taken, when medically necessary, to care for a spouse, child, or parent who has a serious health condition or because of a serious health condition of the employee.

Prior to the commencement of unpaid leave, the employee shall use all available paid leave time to which they are entitled, except personal or business leave which they may use at their discretion. The employee shall provide as much prior notice as possible, preferably a minimum of 30 days.

Medical certification of a serious medical condition of the employee, spouse, child, or parent shall be required and a second opinion may be requested by the District at the District's cost. The District may also require periodic reports on the employee's status and a fitness-for-duty report to return to work.

During a leave granted under this policy, the employee's group insurance benefits will be continued, provided the employee continues to remit his/her share of the premium, if applicable.

The employee will be permitted to return to his/her former position or an equivalent position with equivalent pay and benefits.

D. Personal Leave

Employees who are more than 0.5 FTE shall be granted two (2) days of personal leave per year. Employees who are 0.5 FTE or less shall be granted one (1) day of personal leave per year. Notice of intent to use such leave shall be made in writing to the superintendent or his/her designee two (2) days in advance of the absence, except in the case of an emergency, when the two (2) days notice period may be waived upon agreement by the superintendent or his/her designee.

Leave under this provision shall be granted upon the teacher giving proper notice except during the first five or last five student days of their contract and including beginning and ending in-service days, during parent-teacher conferences, or the day prior to or after a holiday or vacation period, except in the case of an emergency. No salary deduction shall be made for an absence under this clause. This leave must be used in ½ or full day increments.

E. Jury and Legal Leave

Any employee called for Jury duty during school hours or who is required to appear by subpoena in any judicial or administrative proceeding other than a proceeding under the Public Employees Relations Act, a proceeding in which they are personally involved as a participant, or arbitration under his contract, shall be entitled to leave with full pay less reimbursement received. The employee shall be entitled to retain any mileage or meal reimbursement expenses.

F. Professional Leave

Absence may be authorized by the superintendent to permit teachers to attend local, district, state or national meetings or conferences of a professional nature. Authorization for such absences can only be obtained by the written request to the superintendent one week prior to attendance at such meetings. Such written requests shall indicate which expenses (mileage, lodging, and/or registration) the teacher is requesting. Approval for attendance at meetings or conferences shall be based on their ability to provide meaningful contributions to the improvement of the educational program, on the budget, on the cost, and the availability of suitable substitutes. If leave is granted, notice of that fact shall be given the teacher along with which expenses are to be paid.

Provided the request for payment is submitted to the Board to be acted upon at a Board meeting prior to the date of the conference, the District shall pay in advance any conference registration which has been approved by the superintendent. The District will send a letter with the employee allowing a hotel to direct bill the District, providing the employee requests such a letter.

G. Serious Illness Leave

Each employee will be excused without loss of pay, up to five (5) days of leave per occurrence in the event of a serious illness in the employee's immediate family. The immediate family is defined as the parents, parents-in-law, children, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandchildren, sons-in-law and daughters-in-law of the employee and the employee's spouse.

H. Bereavement Leave

Each employee will be excused without loss of pay, up to five (5) days of leave per occurrence in the event of a death in the employee's immediate family.

Up to three (3) days, per occurrence, without loss of pay will be granted in the event of the death of any other member of the employee's family or the employee's spouse's family.

Leave shall be granted upon request for one (1) day per occurrence for other funerals with the prevailing substitute pay rate, including Social Security costs, being deducted from the employee's salary for each day absent. This request shall be limited to two (2) occurrences per year.

I. Sabbatical Leave

A teacher may apply to the Board of Education for a sabbatical leave.

Sabbatical leave shall begin, and return shall be, at either the beginning of the school year or the beginning of the School District's second semester. An employee who is hired to replace an employee on sabbatical leave shall be subject to involuntary transfer or reduction to provide a vacancy for the person returning from sabbatical leave.

J. Rescue Services

Any employee who is a member of the local fire department and is called for fire or rescue services shall be excused without loss of pay or leave time. The employee shall be limited to an absence not to exceed one day per occurrence. It is the employee's responsibility to hold the length of an absence to a minimum. This shall be limited to one teacher per building.

K. Military Leave

Any employee who is a member of a military branch or reserve and is called for service shall be excused without loss of pay or leave time for a period of six calendar months from the first day missed due to such service.

L. Bonus for Not Using Leave Time

Full-time employees (part-time employees on a proportional basis) will be paid a bonus for not using sick, business, or personal leave time as follows:

0 days used	$150.00
1 day used	$125.00

Any fraction of a day of qualifying leave shall count as a full day.

Bonuses will be paid in the last paycheck of the fiscal year.

The following conditions apply to employees who are scheduled to start work after the first day of the school year: (1) any employee who is scheduled to start work prior to the first day of the second academic quarter shall be eligible to receive the full benefit, (2) any employee who is scheduled to start work on or after the first day of the second academic quarter but before the sixth school day of the second academic semester shall be eligible to receive one-half of the benefit, and (3) any employee who is scheduled to start work on or after the sixth school day of the second academic semester shall not be eligible to receive any benefit.

M. Unpaid Leave

Employees may be granted unpaid leave at the discretion of the superintendent. Decisions regarding unpaid leave shall not be subject to the grievance procedure.

ARTICLE SIX

Insurance

A. Types

For 2006-2007

1. The Board agrees to provide (or make available) to all eligible employees (who elect to be insured) with a health and major medical insurance program, a $10,000 life insurance program with AD and D coverage, and a LTD insurance program.

   a. For full-time employees (35 hours a week or more), who were on contract during the 2005-2006 school year, the Board shall pay annually up to $5,663 for the health and major medical insurance, $2,528 for dependent health and major medical insurance, the full cost of the life insurance, and the full cost of the LTD insurance. For those not taking individual coverage, the Board will pay a rebate of one-half of the individual premium up to $1,538. For eligible employees not choosing dependent health coverage, the Board shall pay a rebate of $1,305.

      If a husband and wife are both employed by the district, and they wish to have full dependent coverage, the Board will pay the full cost of the agreed upon base plan. Employees eligible for this provision, and who elect to use it, will not be eligible for any dependent bonuses. Employees eligible for this provision may opt in or out of this provision dependent upon their needs.

      (It is understood by both parties that employees eligible for the above provisions may opt in or out of the various options, with no penalty, dependent upon their needs.)

      For full-time employees (35 hours a week or more), hired after the 2005-2006 school year, the Board shall pay annually up to $5,663 for health and major medical insurance, $2,528 for dependent health and major medical insurance, the full cost of life insurance, and the full cost of the LTD insurance.

   b. The base plan will be reviewed each year. The base plan for 06-07 is the Iowa Educators Trust plan with a $10 co-pay; $500/$1,000 deductible.

   c. For each part-time employee that works 28-34 hours per week the Board shall pay 75% of the above amounts toward medical premiums

and 100% of the life, AD & D, and LTD premiums for the individual.

d. For each part-time employee that works 20-27 hours per week the Board shall pay 50% of the above amounts toward medical premiums and 100% of the life, AD & D, and LTD premiums for the individual.

2. The Board shall make an Internal Revenue Code Section 125 plan available to employees and shall pay the expenses of implementing this plan.

B. Coverage

Coverage shall be for the duration of employment. New employees shall be covered, if timely application is made, on the first of the month following, or coinciding with, their date of employment.

C. Descriptions

The insurance carrier should provide descriptive materials of the insurance coverage for distribution to the employees.

D. Continuation

At the conclusion of Board contributions, insurance may be continued at the employee's own expense, subject to the conditions and regulations of the carrier.

E. Company

The Board reserves the right to select the company. Employees shall have the consideration of being allowed to discuss any changes to be made in insurance if such a change seems necessary.

All items and conditions of the above provided insurance benefits, including eligibility for coverage, continuation, and coverage period, shall be stated in the insurance contract provided by the carrier.

ARITICLE SEVEN

Staff Reduction Procedures

A. Coverage

All employees are covered, including employees on extended leaves of absence.

B. Classification

1. Employees shall be classified in the following manner for purposes of staff reduction and shall be laid off in accordance with said classifications: K-5, 6-8, and 9-12 grade level areas. Reduction in the 9-12 grade level area shall be within curriculum departments. Reduction in art, music, physical education, special education, TAG, Title I, and library shall be within a K-12 classification.

2. Employees shall be classified based upon their teaching 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 curriculum department in which he/she has the greatest number of periods of assignment.

If the number of periods of assignment are equal, then the employee shall be classified in the curriculum department with the greatest length of service.

C. Layoff Procedures

1. The superintendent shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the superintendent has received resignations in the classification in which reduction is sought prior to the issuance of the Notice of Intent to Terminate Contract.

2. If attrition fails to accomplish the reduction in staff then the employees in the classification in which the reduction is sought shall be laid off on the basis of seniority with the least senior employee being selected for layoff first (the "designee").

3. The designee shall then be pooled with all employees currently teaching in those areas of the designee's certification and in which the designee has taught for the Marcus-Meriden-Cleghorn Community School District or its predecessors.

4. The employee(s) to be laid off in the pool described in B(3) above shall be

determined on the basis of seniority with the least senior employee being laid off first. The process shall be repeated until the least senior employee possible in the classification (K-5, 6-8, 9-12 or K-12) has been laid off.

5. Seniority shall mean the number of consecutive years of employment in the school district, or any predecessor school district, and shall be accumulated from the date of the employee's signing of a continuing contract which initiated uninterrupted service. An extended leave of absence shall not be considered an interruption in service. In the event of a tie, the tie shall be broken using the last four digits of the social security numbers of the affected employees. The employee with the highest last four digits shall have the greatest seniority. If there is still a tie using the last four digits of the social security numbers of the affected employees, this process shall be repeated using the last five digits of the social security numbers of the affected employees and so forth until there is no longer a tie. The seniority list will be established according to the classifications set out above and shall be presented to the Association not later than September 30 of any school year.

D. Recall Procedure

1. If there is a vacancy in any bargaining unit position, laid-off employees with certification for the vacant position and previous teaching experience in the school district, or its predecessors in the department in which the vacancy has occurred, shall be recalled in reverse order of layoff.

2. An employee who, for reasons of staff reduction, resigns upon request shall not be denied the recall rights provided by this Article.

3. A laid-off employee shall retain recall rights for two (2) years from the effective date of the layoff unless the employee waives these rights in writing. The effective date of the layoff shall be the last worked day of the year in which the layoff was effected.

4. The laid-off employee shall keep the superintendent advised of his/her current address. Notice of recall shall be given by certified mail to the employee at his/her current address. If the employee fails to respond within fourteen (14) calendar days after the date of the mailing of the notice, the employee will be deemed to have refused the offer of recall. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the Board.

E. Benefits

Employees who are recalled under the provisions of this Article will be placed on the salary schedule at the last step which they attained at the time of their layoff and their sick leave benefits accumulated as of the effective date of their layoff shall be restored.

F. Supremacy of the Recall List

Not withstanding any other provisions in the Agreement, no vacancy in a bargaining unit position will be filled by the Board, and no work previously performed by employees in the bargaining unit, shall be performed by any non-bargaining unit employee until the recall procedures set forth in this Article have been completed.

ARTICLE EIGHT

Transfer Procedures

A. Definition

As used in this Article, the term "transfer" shall mean the movement of an employee between grades K-5, 6-8, 9-12, or the movement of an employee within grades 6-8 or 9-12 from one curriculum department to another.

B. Notification

Notice of each vacancy shall be posted in each building faculty lounge for five (5) calendar days before the position may be filled.

C. Procedure for Application

Employees who wish to apply for a transfer shall submit their written application to the superintendent on or before the date specified in the posting of the vacancy.

D. Filling Vacancies

The decision regarding a voluntary transfer shall be made by the superintendent based upon the qualifications of the employee and the needs of the School District. At the request of the employee, a meeting between the employee and the supervisor making the decision on transfer shall be held to discuss the transfer.

E. Involuntary Transfers

An involuntary transfer is a transfer initiated by the principal or the superintendent. The decision regarding an involuntary transfer shall be made by the superintendent based upon the certification of the employee and the needs of the School District. At the request of the employee, a meeting between the employee and the supervisor making the decision on transfer shall be held to discuss the transfer.

ARTICLE NINE

Evaluation Procedures

A. All employees shall be evaluated twice during the school year during the first two years of their employment. The first evaluation shall be with prior notice of at least one (1) day. The evaluation shall be done by the employee's principal or superintendent.

B. All employees who have completed their first two years of employment shall be formally evaluated at least once every three years. Any written formal evaluation shall be submitted to the employee for the employee's signature prior to including the evaluation in the permanent records of the employee. The employee shall have the right to have a written response to the evaluation which shall be kept in the permanent file. The employee's signature on the form shall not indicate agreement with the evaluation, but merely receipt of a copy thereof.

C. Nothing contained herein shall limit the number nor method of evaluation and it is understood that evaluations other than formal evaluations shall take place just by the nature of observations during the course of the year. Informal evaluations that are reduced to writing as soon as is practical after the evaluations shall be submitted to the employee for the employee's signature prior to including the evaluation in the permanent records of the employee. The employee shall have a right to have a written response to the evaluation which shall be kept in the permanent file. The employee's signature on the form shall not indicate agreement with the evaluation, but merely receipt of a copy thereof.

D. The employer may grant an evaluation at the employee's request.

E. The evaluation form and criteria shall be established by the mutual agreement of the Board and the Association.

ARTICLE TEN

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 an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth as Appendix B which is attached hereto and made a part hereof, and shall be filed with the Board Secretary by September 10th.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

C. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within the (10) school days following the deduction.

D. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.

E. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessments, back dues, or fines.

F. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board and all agents of the Board against all claims, costs, suits or other liability and all court costs arising out of the applications of the provisions of this Article.

G. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance and any other program approved by the Board and the Association.

ARTICLE ELEVEN

Wages and Salaries

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

The basic salary guide shall be the basis for issuing the teachers' contracts. The Board of Education reserves the right to withhold a salary increment when the services of an employee are considered below standard or professional stipulations are not met.

The Board reserves the right to pay above the basic schedule to obtain or keep specifically qualified employees.

The Board reserves the right to institute any merit pay systems desired by the Board.

Mileage will be paid for the driving distance from one building to the other one way for employees required to work at more than one building unless a school vehicle is provided. Teachers will be reimbursed at an annually negotiated rate per mile when using personal vehicles for school related trips that have been approved by the superintendent or his/her designee. The rate shall be $.23 per mile.

Employees will be paid in 12 equal installments on the 20th day of each month. When the 20th day of any given month falls on a weekend or a holiday, paychecks will be distributed in the morning on the last workday before the weekend or holiday.

ARTICLE TWELVE

Supplemental Pay

Employees who, by their individual agreements, have agreed to direct extra-curricular activities shall be compensated according to the rate of pay set forth in Schedule II attached. The Board and the Association recognize that under unusual circumstances, it may be desirable to permit an employee to be relieved of an extra-curricular activity if the employee makes such a request in writing to the superintendent. It is further agreed that the employer shall attempt to honor a request if such request would not cause unreasonable cost to the school district nor disruption in the education of the students.

Employees may be assigned to the activities of ticket taking and selling and chaperoning activity buses. Volunteers shall be utilized whenever possible, but if there are not enough volunteers, teachers shall be assigned to those jobs. No one shall be required to work more than one such assignment per school year. They shall be reimbursed for these assignments as per Schedule III.

ARTICLE THIRTEEN

Hours, Vacation, and In-Service

Employees shall be contracted for a school year on the basis of 187 days in 2006-2007; 180 of which shall be teaching days with the balance being teaching, in-service, parent-teacher days, and preparation days as designated in the school calendar. New staff will have a 188 day contract with the additional day to be used for orientation and paperwork.

In addition, it shall be understood and agreed that the employees shall attend meetings called by the administrators for the conduct of building affairs and for curriculum work and for any other pertinent meetings as may be essential and necessary for carrying out the purpose of the District. The number of such meetings shall be of reasonable quantity in order to accomplish their purpose. The meetings may be called before or after school, at the discretion of the administration. There shall be early dismissal on the days prior to Thanksgiving and Christmas vacations. Employees shall not be required to perform duties on Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Easter Monday, or Memorial Day.

Teachers shall be in their classrooms, shop, gym, locker room, or study hall, as assigned for the first period of the day, by 8:00 a.m. and shall remain on duty until 3:45 p.m. Exceptions shall be made for employees who are assigned morning playground duties. The arrival and dismissal time may be varied by mutual agreement, provided that the hours shall not exceed 7 hours and 45 minutes (including a duty-free lunch). With the approval of their principal, employees may leave for appointments after the close of the student day. On Fridays and days before holidays, employees shall remain on duty until five (5) minutes after the close of the student day.

When school is dismissed early due to inclement weather conditions, teachers will be required to remain in school until after the busses have departed from the building to which they are assigned at the time of the early dismissal. When school starts late due to inclement weather, teachers will report for duty at a time which is adjusted by the same number of hours as the start of the student day.

The calendar day at the end of the first semester will be used in one of two ways only:

1. To make up a day of school missed due to unscheduled school closings.
2. A workday for all teachers to work in their classrooms.

ARTICLE FOURTEEN

Duty Free Lunch – Grades K-6

Teachers assigned to these self-contained classrooms shall share, within their own level, the supervision of their students in the lunchroom. Teachers who volunteer for the said shared duty will be provided their lunch at the expense of the employer.

ARTICLE FIFTEEN

In-Service Council

Each year the Association is to provide in-service council to assist the administration in planning all in-service programs for the year.

ARTICLE SIXTEEN

Separability, Printing Agreement, Notices, & Duration

Separability:

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then that article, section, or clause shall be deleted from this agreement to the extent it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect.

Printing Agreement:

At the time contracts are issued, the Board shall furnish signed copies of this agreement for all employees at the Board's expense.

Notices:

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses 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 current President's address.
2. If by Board, to Association at current President's address.

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

IN WITNESS WHEREOF:

For the Marcus-Meriden-Cleghorn Teachers Association

Jen Nieuwenhuis 5-24-06
President-MMCTA Date

Teresa Hanson 5-24-06
Chief Negotiator-MMCTA Date

For the Board of Education of the Marcus-Meriden-Cleghorn Community School District

_____
President Date

Jon Bradford 5/25/06
Chief Negotiator Date

Schedule I

All Phase I and II money is incorporated into Schedule I.

Salary and Contract Provisions:

1. Up to ten years credit may be given for teaching experience either within or outside the Marcus-Meriden-Cleghorn School District provided this experience has taken place in the past ten years.

2. In evaluating a teacher's experience, no credit shall be given for fractional years experience unless the fractional year was at least one semester in length. All fractional years shall be considered to be equal to one-half year's experience. Exceptions may be made in the case of a beginning teacher starting during the second semester at Marcus-Meriden-Cleghorn.

3. Notice of anticipated changes in classification must be reported to the Superintendent in writing by May 15 prior to the beginning of a school year. A transcript of credits must be submitted prior to September 10 in order to receive the increase due to change of classification. Employees who fail to meet either of these deadlines shall not be eligible for classification change until the next school year. If the college does not provide the transcript on time, a copy of a grade slip shall suffice as evidence of completion until such time as the transcript is received.

4. If the legislation regarding H. F. 499 (the Phase Program) is amended or if the funding formula or monies appropriated for H.F. 499 are changed, then the parties agree to negotiate regarding the amendment or change in funding.

M-M-C 2006-2007 Salary Schedule

Base:	$25,435		
Horizontal Increment:		$992	3.90%
Vertical Increment:		$992	3.90%
	$ 962		

Step	Experience	3 years	BA	BA + 10	BA + 20	MA	MA + 15	MA + 30
1	0	24,672	25,435	26,427	27,419	28,411	29,403	30,395
2	1	25,634	26,427	27,419	28,411	29,403	30,395	31,387
3	2	26,596	27,419	28,411	29,403	30,395	31,387	32,379
4	3	27,559	28,411	29,403	30,395	31,387	32,379	33,371
5	4	28,521	29,403	30,395	31,387	32,379	33,371	34,363
6	5	29,483	30,395	31,387	32,379	33,371	34,363	35,355
7	6	30,445	31,387	32,379	33,371	34,363	35,355	36,347
8	7	31,407	32,379	33,371	34,363	35,355	36,347	37,339
9	8	32,370	33,371	34,363	35,355	36,347	37,339	38,331
10	9	33,332	34,363	35,355	36,347	37,339	38,331	39,323
11	10		35,355	36,347	37,339	38,331	39,323	40,314
12	11		36,347	37,339	38,331	39,323	40,314	41,306
13	12		37,339	38,331	39,323	40,314	41,306	42,298
14	13			39,323	40,314	41,306	42,298	43,290
15	14			40,314	41,306	42,298	43,290	44,282
16	15				42,298	43,290	44,282	45,274
17	16				43,290	44,282	45,274	46,266

Schedule II

Extra Pay for Extra Duties
% of Base

2006-2007 Base $25,435

High School:	0-2 Years Experience Level 1	3-5 Years Experience Level 2	6-8 Years Experience Level 3	9-11 Years Experience Level 4	12 + Years Experience Level 5
Head FB/BB/WR	11.0%	12.0%	13.0%	14.0%	15.0%
Ass't FB/BB/WR	8.5%	9.5%	10.5%	11.5%	12.5%
Head Track	10.0%	11.0%	12.0%	13.0%	14.0%
Ass't Track	7.5%	8.5%	9.5%	10.5%	11.5%
Cross Country	7.5%	8.5%	9.5%	10.5%	11.5%
Head Volleyball	8.5%	9.5%	10.5%	11.5%	12.5%
Ass't Volleyball	7.0%	8.0%	9.0%	10.0%	11.0%
Head Baseball/Softball	8.5%	9.5%	10.5%	11.5%	12.5%
Ass't Baseball/Softball	7.0%	8.0%	9.0%	10.0%	11.0%
Golf	3.0%	3.5%	4.0%	4.5%	5.0%
Athletic Director	9.5%	10.5%	11.5%	12.5%	13.5%
Band	9.5%	10.5%	11.5%	12.5%	13.5%
Vocal	6.0%	7.0%	8.0%	9.0%	10.0%
Speech Activities	5.5%	6.5%	7.5%	8.5%	9.5%
Yearbook	3.5%	4.0%	4.5%	5.0%	6.5%
Girls BB Chaperone	3.5%	4.0%	4.5%	5.0%	6.5%
Play or Musical	3.0%	3.5%	4.0%	4.5%	5.0%
Cheerleading Sponsor	3.0%	3.5%	4.0%	4.5%	5.0%
Drill Team	3.3%	3.8%	4.3%	4.8%	5.3%
TSA	5.0%	5.5%	6.0%	6.5%	7.0%
Summer Weight Room	5.5%	6.0%	6.5%	7.0%	7.5%
School Year Weight Room	$9 per hour				
Prom Sponsor	1.5%				

9th Grade:					
Baseball & Softball	6.5%	6.75%	7.0%	7.25%	7.5%
Basketball	6.5%	6.75%	7.0%	7.25%	7.5%
Volleyball	5.0%	5.3%	5.5%	5.8%	6.0%
Middle School:					
Football	4.3%	4.6%	4.9%	5.2%	5.5%
Volleyball	4.3%	4.6%	4.9%	5.2%	5.5%
Basketball	4.3%	4.6%	4.9%	5.2%	5.5%
Wrestling	4.3%	4.6%	4.9%	5.2%	5.5%
Track	3.4%	3.7%	4.0%	4.3%	4.6%
Band	3.6%	3.9%	4.2%	4.5%	4.8%
Vocal	3.6%	3.9%	4.2%	4.5%	4.8%
Cheerleading	2.2%	2.5%	2.8%	3.1%	3.4%
Yearbook	2.7%	3.0%	3.3%	3.6%	3.9%
Plays	1.2%	1.5%	1.8%	2.1%	2.4%
Elem. Vocal	1.2%	1.5%	1.8%	2.1%	2.4%

1. The Board shall determine the number of employees, if any, who will be assigned to each position listed on this schedule. If a position is not filled, the supplemental pay assigned to that position shall not be paid to any other employee.

2. The years of experience for which credit are granted on this schedule are years of experience within the activity for which an employee is compensated. Years of experience shall not be carried over from one activity to another but shall be carried over from an assistant/Jr. High position to a head position or from similar gender-based activities (basketball, softball/baseball, track, and golf). If an employee discontinues performing a duty and later resumes performing that same duty, the employee shall be credited with the years of experience previously earned in that position.

Schedule III

Supplemental Pay Schedule

Ticket Sellers:

Football	-6:30 until beginning of 2nd half	$ 15.00
Basketball	-5:30 until end of 1st half - 2nd game	$ 20.00
Wrestling	-5:45 until beginning of 4th varsity match	$ 12.50
Volleyball	-5:30 unitl beginning of 3rd varsity match	$ 12.50
Fine Arts	-one hour before start to half hour after beginning	$ 12.50

Timer:

Football	$ 12.50
Basketball	$ 15.00
Wrestling	$ 12.50
Volleyball	$ 12.50

Scorer:

Basketball	$ 15.00
Volleyball	$ 12.50
Wrestling	$ 12.50

Appendix A

Grievance Report

Grievance # _____.
Date Filed: _____.

Marcus-Meriden-Cleghorn Community School District

_____ Building

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

_____.
Name of Grievant

_____

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

_____

C. Statement of Grievance _____

_____

_____

_____

D. Relief Sought _____

_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____ _____

Signature of Principal or Immediate Supervisor Date

_____

STEP 3

A. _____ _____

Signature of Aggrieved Person Date Recv'd by Supt.

B. Disposition By Superintendent or Designee:

_____

_____

_____

_____

_____

_____ _____

Signature of Superintendent or Designee Date

Appendix B

AUTHORIZATION FOR PAYROLL DEDUCTION FOR EDUCATION ASSOCIATION DUES

_____

First Name Initial Last Name

I. DUES

I hereby request and authorize the Board of Education of the Marcus-Meriden-Cleghorn Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide from 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:

Marcus-Meriden-Cleghorn Teachers Association
Affiliate of the Uniserv Unit One, ISEA, NEA

II. OTHER

I hereby request and authorize the Board of Education of the Marcus-Meriden-Cleghorn Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, the amounts below according to the schedule below to be remitted as indicated below:

Amount	Payment Schedule	To be Remitted To
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is understood that this authorization shall begin on the first payroll period following this date and shall continure through June from the date herof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date: _____ Signature: _____

Social Security No. _____

Appendix C

Marcus-Meriden-Cleghorn Community School District

Health Form

I testify that the following, _____ is physically fit to perform his/her duties.

Signature of Physician _____

Date _____