MARION CSD | EA 06-07

NEGOTIATED AGREEMENT

between

THE MARION EDUCATION ASSOCIATION

and

THE BOARD OF DIRECTORS,
THE MARION INDEPENDENT SCHOOL DISTRICT

2006-2007

July 1, 2006 – June 30, 2007

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ARTICLE I

EMPLOYEE HOURS

A. The workday shall be 8 hours. Three different start times may be established. By mutual agreement between the principal and employee, one of these start times will be selected. Employees shall have an uninterrupted duty-free lunch of no less than thirty (30) consecutive minutes.

An employee may be allowed to arrive late or leave early when outside the pupil day and/or student contact time for medical appointments, business appointments, parent-teacher conferences for employee's children, activities for employee's children and situations when the building principal has been given at least 24 hours notice. This notice will be waived in case of emergencies. It will be the employee's responsibility to make up this time within three (3) working days of the occurrence. In case of unforeseen circumstances, the make up timeline may be extended by mutual agreement of the immediate supervisor and the employee.

On days when school begins late because of inclement weather, teachers are expected to arrive at school 30 minutes prior to that day's student arrival time. On days of early dismissals due to inclement weather, teachers may leave once the students have departed for the day.

B. In addition to the duty-free lunch period, every full-time employee at the Middle School and Senior High School shall have fifty (50) minutes per day break time in no less than twenty (20) minute blocks to be used in accord with past practice, except under extenuating circumstances.

C. In addition to the duty-free lunch period, every full-time employee at the elementary schools shall have at least two hundred (200) minutes break time per week in no less than twenty (20) minute blocks to be used in accord with past practice, except under extenuating circumstances. Every effort will be made to schedule this time evenly on a daily basis during the week.

D. Part-time employees shall have break time prorated accordingly.

E. The workday shall extend ten (10) minutes past the dismissal of the last instructional class in the building on Fridays or days preceding holidays and vacations, except where pupil supervision is normally assigned. When a non-student contact day is held on Friday or days preceding holidays or vacations, the workday shall end no later than 3:15 p.m.

F. If the following assignments cannot be scheduled during the workday, employees are expected to attend without additional compensation open houses, staff meetings and parent meetings. If District-level meetings do not fall within thirty (30) minutes of an employee's contract time, part-time employees will be reimbursed at the average teacher hourly rate. Staff meetings shall not lengthen the workday by more than thirty (30) minutes, and no more often than two (2) times per month. Except in extenuating situations, employees shall have at least a two (2) week notice of such staff meetings. When employees are expected to extend the workday for open houses, the provisions in paragraph E above shall apply.

G. Regularly-scheduled parent-teacher conferences held on a school day, which extend beyond the school day, shall count as one and a half (1 ½) contract days. Teachers assigned to more than one building, who are required to attend parent-teacher conferences beyond the normal number of hours of scheduled parent-teacher time, will be compensated at the average teacher hourly rate.

H. Extenuating circumstances, such as but not limited to, weather, parent conferences, standardized testing, inservice sessions and assemblies or other special programs, which alter schedules and thereby alter total accumulated daily or weekly break time shall not be cause for grievance.

ARTICLE II

LEAVES OF ABSENCE

A. SICK LEAVE

1. Accumulative Benefits

Employees shall be entitled to sick leave at the rate of twelve (12) days the first year, thirteen (13) days the second year, fourteen (14) days the third year and fifteen (15) days every year thereafter. Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred twenty (120) days. Any employee who has accumulated more than 120 sick leave days as of June 20, 1980, will retain those days earned but not accumulate more. Employees with more than 120 days of sick leave shall not lose any of said days unless he/she uses more than the guaranteed 15 days under provisions of Iowa Code 279.40 in any one contract year. In such instances the number of days used over the guaranteed leave days will be subtracted from the number accumulated by the employee. Leaves shall not be granted in units of less than one-fourth (1/4) day or two-hour increments.

If any employee is on an extended contract of twenty (20) days or more, he/ she shall be entitled to one (1) additional sick leave day for each twenty (20) working days beyond the normal contract.

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

2. Notification of Accumulation

The individual's accumulated sick leave information may be obtained from the administrator in charge of personnel records.

3. Family Illness

Illness in the immediate family may be granted at the discretion of the Superintendent and be deducted from the employee's accumulated sick leave. Illness in the immediate family will mean spouse, children, parents or legal dependents. Family sick leave is limited to six (6) days except in extenuating circumstances.

4. Paternity Leave

Male employees with newborns may use up to three (3) days of paid paternity leave for each event (twins is one event). This leave will be deducted from the employee's accrued sick leave days. Additional leave days may be used to extend the length of paid leave to a maximum of twelve (12) school days. Other leaves that may be used include six (6) family illness days, two (2) personal days and one (1) emergency day (if the baby is born on a weekday when school is in session)

5. Adoption Leave

Employees who adopt children may use up to three (3) days of paid leave for each event (twins is one event). This leave will be deducted from the employees' accrued sick leave days. Additional leave days may be used to extend the length of paid leave to a maximum of twelve (12) school days. Other leaves that may be used include six (6) family illness days, two (2) personal days and one (1) emergency day (if the baby is born on a weekday when school is in session).

B. TEMPORARY PAID LEAVES

Leaves shall not be granted in units of less than one-fourth (1/4) day or two-hour increments.

1. Personal

a. Two (2) days of personal leave shall be granted, however, all requests for personal leave must be filed with the Superintendent or designee at least one (1) week in advance of the date except in extenuating circumstances.

b. Personal leave shall not be granted during the first ten (10) student contact days, the last ten (10) student contact days of the school year, or scheduled staff development days except in extenuating circumstances. Extenuating circumstances shall be considered by the building administrator.

c. A minimum of two (2) employees or no more than ten percent (10%) per building shall have personal leave on the same day.

d. Personal leave shall not be used to extend holidays or vacation(s), except in extenuating circumstances.

e. Employees who do not use personal leave day(s) during the school year will be reimbursed for unused days at the current sub pay rate (pro-rata for part-time) with their June check. Employees who are not working due to an extended leave are not eligible.

f. The employee may choose to carry over one personal day, instead of getting paid for it at the end of the school year. If the day is not used, the employee will get paid for it the following year.

2. Religious

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the building principal at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

a. Unpaid, without loss of seniority.

b. Paid, by use of a day of personal leave.

c. Paid, with the immediate supervisor scheduling compensatory time after conferring with the employee.

3. Jury

In the absence of extraordinary circumstances, employees shall be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation received for jury duty shall be paid.

4. Association

Upon request by the Association President, a maximum of twelve (12) days shall be available for representatives of the Association to attend conferences, conventions, and activities of the local association, ISEA, and NEA. Requests for Association leave shall be submitted to the building principal two (2) weeks in advance on the leave request form and approval shall be given at least one (1) week in advance of the requested leave. The Association will pay the District's cost of the substitute for the first six (6) of

the above days, and the District shall pay the cost of the remaining six (6) days.

5. Professional

During the school year, there shall be the same number of professional days per building as there are employees in the building. Such leave shall be with pay, plus reasonable expenses. Requests for professional leave shall be submitted for approval to the building principal on the leave request form at least one (1) week in advance of such leave. The employee shall be required to submit a written summary to the building principal and to give, when requested by the appropriate administrator, a formal presentation to his/her colleagues upon return. Professional leave days shall be used for any educational purpose that will be of benefit to both the employee and the District including, but not limited to, visitation to view other instructional techniques or programs, conferences, workshops, seminars or professional meetings or conventions conducted by educational institutions or education-oriented organizations.

6. Emergency Leave

One (1) day of emergency leave may be granted each year for a situation or an occurrence of a serious nature, arising within the previous twenty-four hours and demanding immediate attention.

7. Bereavement Leave

In the event of the death of a member of an employee's immediate family (spouse, child, step-child, sister, brother, parent, parent-in-law, legal dependent, and legal guardian), such employee shall be granted up to a maximum of five (5) days of leave, for each occurrence, to attend or make funeral arrangements.

A maximum of two (2) days of leave, for each occurrence, shall be granted in the event of the death of an employee's step-parents, step-siblings, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, or grandchild. One (1) day per year may be granted for bereavement leave for any significant person not listed in this article. Requests for bereavement leave shall be made as soon as possible, in advance, to the Superintendent or designee and if requested by the Superintendent or his designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

8. Other Leaves

Other valid leaves of absence with pay, consistent with the instructional needs of the District, may be granted in writing by the Superintendent. Such leaves may include, but are not limited to, a staff member being requested/invited by the organizer(s) of a conference to share their expertise by presenting on a given topic, a staff member being requested/invited to be part of an evaluation team such as NCA, a staff member being requested/invited to represent their building/the District at a professional conference, in-service training, workshop or memorial service.

C. EXTENDED LEAVE

1. Extension of Sick Leave

Any employee who is unable to work because of illness, disability, or parental leave, and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness, disability, or parental leave up to one (1) year.

The Board agrees to continue all fringe benefits provided by this Agreement for the duration of said leave providing the employee pays the total premium thirty (30) days in advance and subject to the policies of the carriers.

2. Public Office

A leave of absence without pay not to exceed two (2) years shall be granted to any employee, upon application, for the purpose of serving in a public office.

3. Educational Improvement

A leave of absence without pay of up to one (1) year may be granted to any employee for the purpose of engaging in study reasonably related to professional responsibilities in the District at an accredited college or university.

4. Association Leaves

Leaves may be granted without pay not to exceed two (2) years to serve as an officer of the local Association, ISEA, and NEA.

5. Family Medical Leave Act

The provisions of the Family Medical Leave Act are hereby incorporated into this agreement by reference to and in accordance with Board Policy 402.3 and 402.3R.

6. Other Unpaid Leaves

Other valid leaves of absence without pay consistent with the instructional needs of the District may be granted, in writing, by the Board.

Such leave requests shall be submitted in writing ten (10) contract days prior to the next regular meeting of the Board. Such Leave will be limited to one (1) year.

D. RETURN RIGHTS

An employee on unpaid leave of absence will notify the Superintendent, by certified mail, before February 20, of his/her intentions for the following year. Employment is not guaranteed if the employee does not meet the notification deadline. Upon return from an approved leave of absence, the employee shall be assigned to the same position, a like position, or a position for which he/she is certified.

ARTICLE III

SAFETY PROVISIONS

A. OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS

The Marion Schools have established a written exposure control plan to minimize or eliminate occupational exposure to bloodborne pathogens and to meet the requirements of the Department of Labor, Occupational Safety and Health Administration. Copies of the plan are available from the school nurse or business office.

B. TRAUMATIC EVENTS

Students and employees are governed by the following Board Policies:

502.4 Weapons in School

507 Trauma Response Planning

Concerns regarding staff safety as they relate to the above referenced Board Policies should be brought to the attention of the Site-Based Decision Making Team or the administration.

ARTICLE IV

SALARIES

A. SCHEDULE

The salary of each employee covered by the regular salary schedule shall be as is set forth in Schedules E1 and E2 attached hereto and made a part hereof. Salary schedules E1 and E2 are based upon a one hundred ninety (190) day work year. All first and second year teachers with the District shall have a one hundred ninety-two (192) day work year and shall be compensated $100 per day for these extra days.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement. Newly hired employees shall be placed on a salary step no higher than current employees with the same amount of experience.

2. Credit for Experience

a. Years of teaching experience in a traditional K-12 setting will be granted to new employees using the following guidelines:
   (1) Successful completion of a full-year contract.
   (2) Successful completion of one-half year teaching experience on regular contract (the completion of one semester, beginning the first day of the semester and continuing through the last day of the same semester). Two (2) such semesters will be accruable and counted as one (1) year of teaching experience.
   (3) Final determination of teaching experience shall be made at the discretion of the Superintendent

b. If an employee leaves the bargaining unit but remains as an employee of the District, upon his/her return to the bargaining unit, he/she will receive full credit for all teaching experience earned prior to leaving the bargaining unit.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

a. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service as contracted until the maximum for their educational classifications is reached. After October 1, 1990 vertical advancement with horizontal lane change is limited to one step Employees who are contracted before February 1 of the school year shall accrue one year of service. Long-term substitutes working for the District prior to February 1 of the school year

who then receive contracts shall accrue one year of service.

b. The Superintendent may recommend to the Board that an employee's right to vertical advancement on the regular salary schedule be suspended, provided the employee has access to procedures under Article XII, Grievance Procedure.

2. Educational Lanes

a. Horizontal movement on the salary schedule above the B.A. or M.A. level is achieved by the acquisition of graduate hours or approved recertification credits. Credit for recertification hours will be determined on the basis of one hour of recertification credit equaling fifteen contact hours. If the credit is based upon a combination of contract time and non-contract time, the time will be prorated and credit awarded for the non-contract hours. Advancement beyond the M.A. lane is achieved only by accumulation of hours after an M.A. is conferred. Hours accepted by the D.E. for additional endorsements will count toward lane advancement. Teachers who earn National Board Certification (NBC) will advance one additional lane.

To advance from one educational lane to another, an employee shall file verification of credit with the Superintendent. All graduate hours from an accredited college or university shall be approved if they are in the employee's area of teaching specialization or if they are mandated by state or federal legislation. Credit may be given for other graduate courses for movement on the salary schedule at the discretion of the Superintendent or designee. Teachers are advised to obtain prior approval to ensure that the coursework will count toward lane advancement. To obtain prior approval the teacher must submit the Prior Approval Form to the Superintendent before enrolling in the class.

b. Pay adjustments will be made retroactive to the beginning of the school year if evidence of additional credit is filed by October 1. Pay adjustments will be made retroactive to the mid-point of the contract year if evidence of additional credit is filed with the Superintendent by February 20. NBC candidates must also follow these guidelines to advance on the salary schedule.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twenty-four (24) equal installments on the fifth (5) and twentieth (20) of each month. During the school year employees shall receive their checks at their regular building where stationed and on regular school days.

2. Exceptions

When a pay date falls on or during a school holiday, vacations, or weekends, employees shall receive their pay on the last previous contract day unless

prohibited by circumstances beyond the Board's control.

3. Summer Checks

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

4. Final Pay

Upon completion of all contractual obligations to the District, an employee who is no longer on continuing contract shall have the option of receiving all of his/her earned contracted salary in the June pay period. All fringe benefits will cease upon the employee's receipt of final payment.

ARTICLE V

SUPPLEMENTAL PAY

A. CO-CURRICULAR ACTIVITIES

The salary of each employee involved in an co-curricular activity is set forth in Schedule F, which is attached hereto and made a part hereof.

B. CO-CURRICULAR DUTY ASSIGNMENTS

Employees who are assigned duties for co-curricular activity events shall be compensated with a sum of fifteen dollars ($15.00) per event or a family activity pass, whichever the employee prefers. It is understood that the family activity pass shall be equated to the employee working a minimum of two (2) events.

C. TEMPORARY ASSIGNMENT PAY

When an employee is temporarily assigned during his/her regularly assigned break time, payment of fourteen dollars ($14) per hour will be made to the assigned employee with a minimum of one hour. For employees on block scheduling, payment will be twenty-one dollars ($21) per block. For assignments longer than five (5) consecutive days, the rate will be 1½ times the normal rate, beginning with the first day.

D. EXTENDED EMPLOYMENT

The salary of each employee on an extended employment contract is set forth in Schedule G, which is attached hereto and made a part hereof.

E. SPECIAL ASSIGNMENT

Any contractual hours in addition to the workday, such as but not limited to adult education, driver education, co-curricular activities and summer and evening courses, shall be by mutual agreement, in accordance with Schedule G, and the following procedures:

1. Notification of vacancies shall follow the procedures as outlined in Article IX -- B.1. Transfer Procedures.
2. The qualifications for the position, its duties, and the rate of compensation shall be included in the notification.
3. Upon completion of the assignment, compensation for Special Assignment Duties, excluding co-curricular and extended contracts, shall be included in the next month's pay.

F. INVOLUNTARY TRANSFER PAY

Employees who are transferred involuntarily from one location to another within the same building, or employees whose classroom is relocated within the same building, shall be paid up to four hours at the average teacher hourly rate if the educational contents of the classroom must be moved. Those employees who involuntarily transfer from one building to another and must move the educational contents of their classroom shall be paid up to eight hours at the average teacher hourly rate. Employees who request a transfer from one position or classroom to another are not entitled to compensation.

G. GRANTS AND OTHER SPECIAL FUNDING

When supplemental pay is derived from grant money or other special funding, teachers may be paid at a rate other than the standard rate for "District-directed projects/staff development."

ARTICLE VI

INSURANCE

A. TYPES

The Board agrees to provide the following insurance protection:

1. Health and Major Medical

The district shall make available to all qualifying employees (those who work half time or more) both single and dependent health and major medical insurance. The District shall provide $452.90 per month ($5,434.80 per year) towards the purchase of health and major medical insurance for qualifying employees who participate in a District-sponsored plan. These payments will be made to the employees as additional salary. Employees may choose different levels of coverage from the various plans offered by the District. Any savings in premium dollars will be reflected in the employee's check. Employees may elect to have the premium paid through payroll deduction in accordance with the District's Section 125 Cafeteria Plan. All new qualifying employees who wish to receive the District contribution for health insurance must take at least a single plan.

Employees who are currently receiving $260 per month ($3,120 per year) as additional salary in lieu of the health insurance benefit may continue to receive that amount. This amount will be frozen at the above level until such time that the amount is no more than 50% of the amount provided by the District for those who participate in the District-sponsored plan. At that point in time, the Negotiations Team will consult with the Insurance Committee and a professional health insurance consultant to determine if increasing the cash option amount would have negative ramifications on the District's health insurance program.

2. Life

Each employee working half-time or more shall be covered by a forty thousand dollar ($40,000) term life insurance program with double indemnity for accidental death. The Board will assume the full coverage per annum. Employees may purchase additional coverage as allowed by the carrier with the cost thereof being deducted on a monthly basis.

3. Disability

Each employee working half-time or more shall be covered by a long-term disability insurance program. The long-term disability shall be at least sixty-six and two-thirds (66 2/3) percent of the individual's income as determined by Schedule E1. Benefits shall commence after ninety (90) calendar days or depletion of accumulated sick leave, whichever is greater. Benefits shall continue until the day before attaining the Social Security Normal Retirement Age as stated in the 1983 revision or any later revision of the United States Social Security Act. The Board will assume the full coverage per annum.

4. Dental Reimbursement**

The District will reimburse each employee working half-time or more for employee and/or dependent dental expenses incurred during the contract year

and submitted by June 30, up to a maximum of $150. The term "reimbursement" means that the incurred dental expense must first be submitted to the spouse's carrier (if applicable) before reimbursement is requested from the Marion Independent School District. Employees may turn in their receipts to Prime Benefits for reimbursement at any time prior to June 30. Reimbursements will be sent directly from Prime Benefits. Only one reimbursement per year will be made to each employee.

B. COVERAGE

The Board-offered insurance programs shall be for twelve (12) consecutive months. (July 1 -- June 30). All insurance programs are subject to the policies of the insurance carrier and to the regulations of the Internal Revenue Service.

It shall be the responsibility of the employee to notify the Business Office in writing, if he/she desires to participate in or drop from any of the Board-approved insurance programs.

Carriers of the insurance programs provided under the terms of this Agreement shall be selected by the Board. The Board agrees to use its "good offices" to insure the services of the carriers.

C. CONTINUATION

Employees on non-paid leave for one month or longer, but not to exceed one year, shall have the option to continue any or all of the Board-paid programs by paying the premiums themselves to the Board within thirty (30) days prior to the billing date, subject to the policy of the insurance carriers.

D. INSURANCE COMMITTEE

The insurance committee will review current policies, programs, and prospective changes. Fifty percent (50%) of representation on the committee shall be teachers, including one Association-appointed liaison. Level of benefits will change only with majority agreement of all voting members of the insurance committee.

**The following is not a part of the Master Contract. It is merely added for clarification in the actual process used to claim dental reimbursement. "Association representatives have agreed that the District will utilize P.R.I.M.E. Benefits to allow employees to submit their dental reimbursement claims as often as necessary and also to allow for the coordination of additional reimbursement with the employees' Flexible Benefits Plan. Dental Reimbursement Forms are available on the District website. If your claim is for more than $150 the remaining amount will be forwarded to the Flex Plan if you have established an "Un-reimbursed Medical Plan" through payroll deduction. If and when the time comes that this enhancement is no longer utilized by the District the reimbursement practice will revert back to the language shown above."

ARTICLE VII

DEDUCTIONS

I. DUES DEDUCTION

A. AUTHORIZATION

Any employee, who is a member of the Association, or who has applied for membership, may sign and submit, on or before October 1, a written request authorizing payroll deduction of professional dues to the Business Manager's Office. New employees hired after October 1 shall have thirty (30) days from the date of employment to sign and submit said request. The Association shall be responsible for informing its members of the professional dues deduction system and provide the necessary authorization forms for the deduction. Dues include the cost of membership to the professional organization only. Such items as initiation fees, special assessments, back dues, fines, and similar items will not be considered deductible dues.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-eighteenth (1/18) of total dues from the regular salary check of the employee twice each month for nine (9) consecutive months, beginning in October of each year. Employees who begin employment after October 1 shall have their total dues prorated on the basis of the remaining months.

C. TRANSMISSION OF DUES

The Board shall transmit to an official designated by the Association the total monthly deduction for professional dues within ten (10) contract days following each regular pay period. A listing of the authorized employees for whom deductions are being made will be provided the Association with the October deductions. The Association will be notified of any changes on a monthly basis.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Business Manager's Office and the Association.

ARTICLE VIII

EVALUATION PROCEDURES

A. INITIAL MEETING

Each school year the building administrator shall acquaint the employees with the evaluation procedures. No evaluation shall take place until such orientation has been completed. At this time, the administration will provide employees with copies of all evaluation guidelines and forms.

B. OBSERVATION AND EVALUATION PROCEDURES

1. Observations and evaluations of employees shall be conducted by the employee's assigned building principal or other appropriate administrator.

2. All scheduled observations of an employee shall be conducted with the full knowledge of the employee.

3. Tenured teachers (who have completed the probationary period) will be normally evaluated a minimum of once every three years. The scheduled evaluation cycle consists of a minimum of one pre-observation conference, one lesson analysis when applicable, one observation, one post-observation conference as well as a summary report and conference. An observation will cover an entire instructional sequence as agreed during the pre-observation conference.

4. Employees new to the District shall be placed on probation pursuant to Board Policy 402.8, *Licensed Employee Probationary Status*, and Iowa Code Section 279.19, *Probationary Period.* These employees shall be placed on the scheduled evaluation cycle each year of probation. The scheduled evaluation cycle consists of a minimum of two pre-observation conferences, two lesson analyses when applicable, two observations, two post-observation conferences as well as a summary report and conference. An observation will cover an entire instructional sequence as agreed during the pre-observation conference.

5. Following each scheduled classroom observation, the evaluator will analyze the data recorded in the classroom. A post-observation conference will be held within eight (8) working days for the purposes of discussing this data.

6. An unlimited number of nonscheduled observations may be conducted. The observation may be for unspecified time duration and is at the evaluator's discretion. Data from non-scheduled observations must be shared, in writing, with the teacher within ten (10) contract days if they are to be used in the evaluation of the teacher's performance.

7. Supportive Data and Input submitted by the teacher will be considered in performance evaluation. These may include, but not be limited to, summaries of professional meetings and conferences, student grade reports, memos, letters, course syllabi, course examinations, or student work samples.

8. A Performance Review Report will be completed not later than May 1 the year of the formal evaluation cycle. This report and all supportive evaluation data shall be placed in the teacher's personnel file in the central office. The conference is designed to review the teacher's performance on the evaluation criteria. (Waiver of May 1 date if agreed to by both parties.)

9. Each employee shall receive and sign a copy of the Performance Review Report to be placed on file. The employee's signature does not imply agreement with this evaluation. It signifies only that he/she has had an opportunity to see the evaluation and has discussed same with the evaluator. The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made within six (6) days following the conference with the evaluator. These comments shall be attached to the evaluation report to be placed in his/her personnel file maintained by the District.

10. An employee may request an additional scheduled observation. The teacher's evaluator shall meet annually with the teacher to review progress in meeting the goal in the teacher's individual plan. The teacher shall present to the evaluator evidence of progress. The form Annual Update – Individual Career Development Plan will be discussed at the annual meeting.

11. When two or more scheduled observations are made with respect to one employee, they shall be separated by at least five (5) school days, computed from the last day of the prior scheduled observation in light of the fact that a scheduled observation may encompass more than one class period or school day. If this will occur it will be stated in the pre-observation conference.

12. No action will be taken against an employee as the result of a complaint originating outside of the administration until after that complaint has been reduced to writing and brought to the attention of said employee. Said employee shall have an opportunity to respond prior to any action being taken.

13. The procedures outlined in this article shall be the sole and exclusive means of evaluations; however, it is understood by both parties to this Agreement that evaluations shall also be in co-curricular assignments as determined by the appropriate evaluator(s).

14. Evaluations shall be fair and accurate. An evaluation may be challenged through the grievance procedure if arbitrary or capricious and if the evaluation is a basis for the denial of any salary or fringe benefit or is a basis for altering an employee's status with the employer.

15. An employee who is on the evaluation cycle and intends to retire at the end of the current school year may have the evaluation procedure waived provided he/she notifies, in writing, the building administrator by October 1. If an employee does not retire, the evaluation will be conducted during the following school year.

PERSONNEL FILE

Before any complaints are placed in an employee's personnel file, they are to be called to the employee's attention in writing according to procedures outlined in Section B.6 or B.12 of this Article.

ARTICLE IX

TRANSFER PROCEDURES

A. DEFINITION

The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer. Such assignment for less than forty-five (45) contract days shall not be considered a transfer.

B. VOLUNTARY TRANSFERS

1. Notification of Vacancies

The Superintendent shall deliver to the Association and post in all school buildings and the district office a list of vacancies which occur during the school year and for the following school year. The posting shall be at least seven (7) calendar days (at least two (2) days shall be contract days) before the final date when applications for voluntary transfers must be submitted. Openings may be advertised at the same time as the posting is made.

During the periods when school is not regularly in session, the Superintendent shall notify the Association President and each Association building representative of any vacancy, and post such notice in the district office at least seven (7) calendar days before the final date when applications must be submitted. The notice and posting requirements referred herein may be changed at any time by mutual agreement of the Superintendent and the Association President or designee and in any event, said notice and posting requirement shall not apply if a vacancy occurs during the ten (10) calendar days immediately preceding the opening day of preschool workshops.

2. Filing Requests

Employees who desire a transfer to a vacancy that occurs shall submit Schedule D to the Superintendent in accordance with the time limits above.

3. Selection of Applicants

Due consideration shall be given an employee's transfer request in accordance with professional background, certification and endorsements and when said factors are substantially equal, District seniority shall be the deciding factor. No request shall be denied arbitrarily or capriciously.

If an application for a voluntary transfer is denied, a written statement of reasons for denial shall be given to the employee. Said reasons shall not be subjects of grievance under the procedures established in this Agreement.

No applications from outside the Marion Independent School District teaching staff will be reviewed nor applicants considered until all full-time employees who have submitted a Transfer Request as outlined herein have been carefully considered and their transfer requests have been processed.

C. INVOLUNTARY TRANSFERS

Involuntary transfer recommendations shall be communicated to the employee involved. An employee will be notified in writing of any intended transfer and shall be entitled to a conference to discuss said transfer. Involuntary transfer recommendations must be submitted to the Superintendent for action.

Employees involuntarily transferred because of staff reduction or recalled to a position two or more grade levels higher or lower than previously taught or to a subject not previously taught may be required to successfully complete up to six (6) semester hours of college course work within two (2) years. The district will reimburse employees for successfully completed courses at the University of Iowa tuition rate.

ARTICLE X

STAFF REDUCTION PROCEDURES

A. ORDER OF REDUCTION

Staff reduction will first occur within categories as set forth in Schedule H among employees hired on or after January 23, 1989. Staff reduction shall be determined on a unit or program basis. Staff reduction in all units and/or programs shall be based on seniority. If the least senior employee's certification credentials are necessary to maintain an existing academic program in these areas, the next senior employee shall be considered for staff reduction. Units and/or programs are defined in Schedule H.

If additional staff reduction is needed, staff reduction will be system-wide based on certification endorsements and in the reverse order of District seniority. In those situations where district seniority cannot be the sole criteria, performance shall be considered. The Superintendent shall make the decision concerning performance. Extra-duty assignments shall not be used arbitrarily or capriciously to usurp seniority.

B. NOTIFICATION

The Board shall provide written notice to each employee to be terminated by the reduction as required by Chapter 279 of the Code of Iowa.

C. TRANSFER

Employees affected by staff reduction and failing to file for a voluntary transfer as outlined in Article IX will be subject to involuntary transfer procedures.

D. RECALL RIGHTS

Employees terminated by staff reduction shall have recall rights for two (2) years to any vacant position for which he/ she is or may become certified, providing before March 1st said employee annually informs the Superintendent in writing by certified mail of his/her continued interest in recall to available position in such professional categories in reverse order of placement on leave. No new appointments shall be made while there are employees on staff reduction leave who have proper certification and endorsements for the position unless those who are on active recall have refused the position as detailed in Section E.

Any employee exercising his/her recall rights shall maintain all unused/ accumulated sick leave and other benefits and shall be placed on the proper step of the salary schedule. A teacher on recall shall not accrue any sick leave, other benefits or experience on the salary schedule.

E. RESPONSIBILITIES

Any employee on staff reduction leave will be notified, by certified mail, of all vacancies and offered such positions in the District for which he/she is qualified and shall accept or reject such position by certified mail to the Superintendent within ten (10) calendar days of receipt. The employee must be prepared to assume the position within thirty (30) calendar days: otherwise all recall rights shall be forfeited.

ARTICLE XI

SENIORITY

The term "Seniority" as used in this Agreement shall mean the time of continuous employment within the bargaining unit of the District. Approved leaves of absence, both paid and unpaid, including staff reduction leave, will not break the continuity of employment. However, the time spent on unpaid leaves except those granted for religious purposes, will not be counted as time of employment. The District will provide the Association with a seniority list each year listing separately teachers hired before and after January 23, 1989.

ARTICLE XII

GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance – A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Aggrieved party – The aggrieved party is the employee, employees, employees on staff reduction, or the Association.

B. PROCEDURE

The following procedures are to be followed on any claim by an employee, group of employees, or the Association. Confidentiality of the details of each grievance will be maintained at all levels. The time limits may be changed by mutual agreement.

In the event a grievance is submitted just prior to the close of the school year, at the close of the school year, or during the summer, time limits shall consist of calendar days so that the matter may be resolved as soon as possible thereafter.

At all steps of a grievance the Association and Administration shall have the option to have representative(s) attend any meeting required to resolve the grievance.

One Association authorized representative per building shall be allowed to investigate and process grievances during working hours, so long as said investigation and/or processing does not interfere with instruction. The Administration shall determine whether an interference has occurred under this Article.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and shall act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

Level One

In the event that an aggrieved party considers filing a grievance, the aggrieved party shall first discuss the alleged grievance with the building principal and the Association Contract Maintenance Representative. This discussion must take place within ten (10) contract days from the date of occurrence of the event giving rise to the alleged grievance.

Level Two

If an alleged grievance still exists after Level One procedures have been completed, the aggrieved party may invoke the formal grievance procedure by filing an official form within five (5) contract days of the completion of Level One as set forth in Schedule A. Forms will be available from the Association representative in each building and are to be submitted to the Administrator involved in Level One and to the Association Contract Maintenance Chairperson.

Within ten (10) contract days of receiving the formal grievance, the administrator shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved party and to the Association Contract Maintenance Chairperson.

Level Three

In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved party shall file within five (5) contract days of the receipt of the administrator's written decision at the second level, a copy of the grievance with the Superintendent.

Within ten (10) contract days after such written grievance is filed, the aggrieved party and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) contract days after the third level grievance meeting and communicate it in writing to the aggrieved party and the administrator involved in Level One.

Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved party to the Superintendent within ten (10) contract days from receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) contract days, after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) contract days, the Public Employment Relations Board, the American Arbitration Association, or the Federal Mediation and Conciliation Service will be requested to provide a panel of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name will do so within two (2) contract days; the other party shall have one (1) additional contract day to remove one of the four (4) remaining names. The party removing the first name will have one (1) additional contract day to remove one (1) of the three (3) remaining names. The party removing the second name will have one (1) additional contract day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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.

Expenses for the arbitrator's services shall be born equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the aggrieved parties or of the employees. The Administration shall determine whether an interference has occurred under this paragraph.

D. All arbitration hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representatives.

ARTICLE XIII

DURATION

A. DURATION PERIOD

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

B. 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.

Dated this 24th day of April, 2006

MARION EDUCATION ASSOCIATION	MARION INDEPENDENT BOARD OF EDUCATION
BY: _____	BY: _____
Barbara Tarwater, MEA	Thomas Thurman, President
BY: _____	BY: _____
Reggie Long MEA Bargaining Representative	Nicholas B. Hobbs Board Bargaining Representative

SCHEDULE A

FORMAL GRIEVANCE REPORT

CASE # _____

DATE FILED _____

LEVEL I

Date of level one discussion _____

MARION INDEPENDENT SCHOOL DISTRICT

_____ Building

_____

(Aggrieved Party)

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

LEVEL II

A. Date alleged violation occurred: _____

B. Section(s) of contract allegedly violated: _____

C. Statement of grievance: _____

_____

_____

D. Relief Sought: _____

_____

_____

_____

_____

Aggrieved party's signature Position Date Submitted

_____

Administrator's signature Title Date Received

E. Disposition by Principal Or immediate supervisor: _____

_____

_____

_____

_____

_____

Administrator's signature Title Disposition Date

_____

Aggrieved party's signature Position Date Disposition Received

LEVEL III

A. _____ _____
Aggrieved party's signature — Date grievance submitted

_____ _____
Signature & title, Supt./Designee — Date grievance received

B. Disposition by Superintendent/Designee: _____

_____

_____

_____

_____

_____

_____ _____
Signature & title, Supt./Designee — Date grievance disposition

_____ _____
Signature & position, aggrieved party — Date grievance disposition received

LEVEL IV

A. _____ _____
Aggrieved party's signature — Association President's signature

B. _____ _____
Date Submitted to Arbitrator — Date received by Arbitrator

C. Disposition and/or award of Arbitrator: _____

_____

_____

_____

_____

_____

_____ _____
Signature of Arbitrator — Date of Decision

SCHEDULE D

TRANSFER REQUEST

MARION INDEPENDENT SCHOOL DISTRICT

Name _____ Date _____

Present Assignment: _____ _____
School Position

Vacancy Applied for: _____ _____
School Position

Explanation of request for transfer:

Received: _____ _____
Superintendent's signature Date

Submit two (2) copies to the Superintendent. Superintendent will return receipted copy.

This form is available from your building principal and shall meet deadlines in accordance with Article IX, Transfer Procedures.

SALARY SCHEDULE
2006-2007
SCHEDULE E1

STEPS	BA	BA+12 Or BA & NBC	BA+24 Or BA+12 & NBC	MA Or BA+24 & NBC	MA+15 Or MA & NBC	MA+30 Or MA+15 & NBC	MA+45 Or MA+30 & NBC	PhD Or MA+45 & NBC	STEPS
0	27,514	28,615	29,715	30,816	31,916	33,017	34,117	35,218	0
1	28,615	29,715	30,816	31,916	33,017	34,117	35,218	36,318	1
2	29,715	30,816	31,916	33,017	34,117	35,218	36,318	37,419	2
3	30,816	31,916	33,017	34,117	35,218	36,318	37,419	38,520	3
4	31,916	33,017	34,117	35,218	36,318	37,419	38,520	39,620	4
5	33,017	34,117	35,218	36,318	37,419	38,520	39,620	40,721	5
6	34,117	35,218	36,318	37,419	38,520	39,620	40,721	41,821	6
7	35,218	36,318	37,419	38,520	39,620	40,721	41,821	42,922	7
8	36,318	37,419	38,520	39,620	40,721	41,821	42,922	44,022	8
9	37,419	38,520	39,620	40,721	41,821	42,922	44,022	45,123	9
10		39,620	40,721	41,821	42,922	44,022	45,123	46,224	10
11		40,721	41,821	42,922	44,022	45,123	46,224	47,324	11
12			42,922	44,022	45,123	46,224	47,324	48,425	12
13			44,022	45,123	46,224	47,324	48,425	49,525	13
14			45,123	46,224	47,324	48,425	49,525	50,626	14
15			46,224	47,324	48,425	49,525	50,626	51,726	15
16			47,324	48,425	49,525	50,626	51,726	52,827	16
17				49,525	50,626	51,726	52,827	53,927	17
18					51,726	52,827	53,927	55,028	18
19						53,927	55,028	56,129	19
20							56,129	57,229	20
21							57,229	58,330	21

NBC = NATIONAL BOARD CERTIFICATION

SCHEDULE E2

2006-2007

INDEX SCHEDULE

LANE	BA	BA+12 Or BA & NBC	BA+24 Or BA+12 & NBC	MA Or Or BA+24 & NBC	MA+15 Or MA & NBC	MA+30 Or MA+15 & NBC	MA+45 Or MA+30 & NBC	PhD Or MA+45 & NBC
0	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
1	1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32
2	1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36
3	1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40
4	1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44
5	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
6	1.24	1.28	1.32	1.36	1.40	1.44	1.48	1.52
7	1.28	1.32	1.36	1.40	1.44	1.48	1.52	1.56
8	1.32	1.36	1.40	1.44	1.48	1.52	1.56	1.60
9	1.36	1.40	1.44	1.48	1.52	1.56	1.60	1.64
10		1.44	1.48	1.52	1.56	1.60	1.64	1.68
11		1.48	1.52	1.56	1.60	1.64	1.68	1.72
12			1.56	1.60	1.64	1.68	1.72	1.76
13			1.60	1.64	1.68	1.72	1.76	1.80
14			1.64	1.68	1.72	1.76	1.80	1.84
15			1.68	1.72	1.76	1.80	1.84	1.88
16			1.72	1.76	1.80	1.84	1.88	1.92
17				1.80	1.84	1.88	1.92	1.96
18					1.88	1.92	1.96	2.00
19						1.96	2.00	2.04
20							2.04	2.08
21							2.08	2.12

NBC = NATIONAL BOARD CERTIFICATION

SCHEDULE F

2006-2007 – CO-CURRICULAR ACTIVITIES

INDEX	CATEGORY	SALARY	JOB TITLE
.1596	A	$4,391	Head Varsity: Football, Basketball, Wrestling, Volleyball; Strength Coach
.1496	AA	$4,116	H. S. Band
.1408	B	$3,874	Head Varsity: Track, Baseball, Softball
.1122	C	$3,087	Head Varsity: Cross Country, Soccer; Assistant Varsity: Football, Basketball, Wrestling; H.S. Yearbook & Journalism; H. S. Vocal Music
.0981	D	$2,699	Head Sophomore: Football, Basketball; Assistant H. S. Boys/Girls Track, Baseball, Volleyball, Softball; H. S. Musical; H. S. Speech; M. S. Band
.0841	E	$2,314	Head Varsity: Golf, Tennis; Assistant Sophomore Football; Head Sophomore Volleyball; Head Freshman: Football, Basketball; H.S. Drama/Musical Technician; 8-9-10 Baseball; 8-9-10 Softball
.0771	F	$2,121	Assistant Freshman Football, Basketball; Head Freshman Volleyball; Assistant H.S. Soccer
.0702	G	$1,931	Head M. S.: Football, Basketball, Track, Wrestling, Softball, Volleyball; H. S. Play; Assistant H. S. Speech; H.S. Cheerleaders-Winter; M. S. Newspaper; Assistant H.S./M.S. Cross Country
.0586	H	$1,612	Assistant M. S.: Football, Basketball, Wrestling, Track, Volleyball; Assistant H. S. Musical; H. S. Cheerleaders-Fall; Assistant H. S. Cheerleaders-Winter; Elementary Band; H.S. Bowling; H.S. Competition Cheer Coach
.0467	I	$1,285	M. S. Memory Book; H. S. Academic Coach; FBLA Sponsor; H. S. Marching Band Assistant; H.S. Dance Team – Fall; H.S. Dance Team –Winter/Spring
.0328	J	$ 902	M. S. Drama; M. S. Newspaper Photographer; H. S. Literary Magazine Sponsor; H. S. SODA; M. S. Academic Coach; M.S. Show Choir, "Win With Wellness" Team Advisor
.0230	K	$ 633	M. S. Creative Movement; H. S. Video Supervisor; H. S. Student Council Sponsor; H. S. Thespians; H. S. National Honor Society; M. S. SODA; M. S. Science Club; M. S. Cheerleaders; Intermediate SODA; H. S. Science Club; Winter Guard; Lego League Sponsor

If an employee is unable to fulfill a co-curricular contract, the payment thereof will be pro-rated for the number of days actually completed.

When the present H. S. Band personnel is replaced, category AA will be deleted. H. S. Band will move to B.

SCHEDULE G

ADDITIONAL CONTRACTS

1. Teachers will be paid on the individual teacher's per diem pay rate for any extension of the teacher's regular contract.

2. Technology Resource $1,800 per year

3. Site Webmaster at .0230 of base

4. District-directed projects/staff development will be paid at a rate of the average teacher hourly rate. Summer work conducted in July and August will be paid at the previous year's contract rate.

5. Athletic Supervisor at $11 per hour

6. Driver Education at the average teacher hourly rate.

7. Summer school teachers will be paid on the subsequent year's pay scale.

8. Saturday Restitution at the average teacher hourly rate.

Average teacher hourly rate will be calculated at the time of the settlement of this contract. Average teacher hourly rate for 2006-2007 is $27.95

Schedule H

A. Reduction Within Units or Programs

1. Kindergarten through grade five, classroom teachers

2. Grades six through twelve, curriculum areas:

    a. Business Education
    b. Foreign Language
    c Industrial Technology
    d. Life Skills
    e. Language Arts/English
    f. Mathematics
    g. Science
    h. Social Studies

3. The following areas shall be considered on a K-12 basis:

    a. Art
    b. Counselors
    c. Extended Learning Program
    d. Instrumental Music
    e. Media Specialists/Librarians
    f. Physical Education
    g. Special Education
    h. Special Math Teachers
    i. Special Reading Teachers
    j. Vocal Music

MEMORANDUM OF UNDERSTANDING – NUMBER ONE (1)

Not withstanding the provisions of Article XI, SENIORITY, current employees of the District who may come into the bargaining unit shall retain all prior seniority earned as a bargaining unit employee. Such employment shall not result in the lay off or staff reduction of any employee currently in the bargaining unit.

Dated this 24th day of April, 2006

BY:

MARION EDUCATION ASSOCIATION	MARION INDEPENDENT SCHOOL DISTRICT
Barb Tarwater, MEA	Thomas Thurman, President
Reggie Long MEA Bargaining Representative	Nicholas B. Hobbs Board Bargaining Representative

MEMORANDUM OF UNDERSTANDING – NUMBER TWO (2)

JOB SHARING GUIDELINES

DEFINITION

Job sharing is defined as two people sharing one job assignment. FTE means full time equivalency.

JOB SHARING PLANS

Persons interested in applying for job sharing should secure the appropriate forms from the Superintendent's office. Job sharing plans must be submitted to the Building Principal by February 12, and must be signed by both partners requesting the job sharing assignment. Applications may be accepted at a later date at the Superintendent's discretion. It is preferred that proposed partners are current staff members. Each plan will be reviewed by the Building Principal who will make recommendations to the Superintendent. The Superintendent will make the final decision on the acceptance or rejection of any plan.

CONTINGENCY

If one of the partners in the job sharing plan is unable to fulfill their assignment due to leave of absence, resignation, breech of contract, or other reasons, the remaining partner will be required to fill the position. In the event of a temporary leave (sick leave, personal, professional, etc.) the job sharing partner will be first offered to substitute, and be paid at sub rate of pay unless time exchanges between job sharing partners occur.

SALARY AND FRINGE BENEFITS

Salaries will be calculated based on FTE units. Step advancement will be as determined by Master Agreement, and benefits are provided as follows:

Medical Insurance / Dental Reimbursement	Prorated based on FTE or division as agreed to by employees
Life Insurance	$40,000
Disability Insurance	at least 2/3 of salary
Workers Compensation	Based on salary
Leaves	Prorated based on FTE

OTHER PROVISIONS

Participants will accrue full-time seniority.

The job-sharing plan must be in conformance with the Master Contract except as set forth in these guidelines.

An employee participating in job sharing may apply at any time for a voluntary transfer. He/she does not have the right to displace a less-senior full-time employee who is presently under contract.

Dated this 24th day of April, 2006.

BY:

MARION EDUCATION ASSOCIATION	MARION INDEPENDENT SCHOOL DISTRICT
Barbara Tarwater, MEA	Thomas Thurman, President
Reggie Long MEA Bargaining Representative	Nicholas B. Hobbs Board Bargaining Representative

MEMORANDUM OF UNDERSTANDING -- NUMBER THREE (3)

The salary schedule E1 includes salary dollars of HF 499 Phase II funds. In the event these funds are no longer allocated by the state, or are significantly reduced, both parties to this contract agree that the cost to the district for the negotiated agreement for the affected year will be reduced by the amount equal to the reduction of the Phase II funds. Negotiations for the subsequent master contract will begin from the reduced amount.

In the event that these funds are reallocated by the state in another way, then the identifiable replacement dollars will be included in the salary schedule proportionately.

Dated this 24th day of April, 2006

BY:

Marion Education Association	Marion Independent School District
Barbara Tarwater, MEA	Thomas Thurman, President
Reggie Long MEA Bargaining Representative	Nicholas B. Hobbs Board Bargaining Representative