Mt. Ayr CSD Mt. Ayr EA 7/1/2005 6/30/2007

MT. AYR CSD/ EA 05-07

MOUNT AYR COMMUNITY SCHOOLS

1001 East Columbus
Mount Ayr, Iowa 50854

Telephone 641-464-0500
Fax: 641-464-2325

"A Tradition of Excellence"

Master Agreement
2005-2006

It is the policy of the Mount Ayr Community not to discriminate on the basis of gender, race, national origin, creed, age, marital status or disability in its educational programs, activities or employment policies as required by Title VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Educational Amendments and Section 504 of the Federal Rehabilitation Act of 1973.
Inquiries regarding compliance with Title IX, Title VI or Section 504 may be directed to Sue Larsen, Mount Ayr Community Schools, 1001 E. Columbus, Mount Ayr, IA. 50854/ Telephone 641-464-0515.
or to Director of the Civil Right Commission, Des Moines, IA. or Director of Region VII, Office of the Civil Rights, Department of Education, Kansas City, Mo.

PREAMBLE

The Mount Ayr Community School District ("District" or "Employer") and the Mount Ayr Education Association ("Association"), on behalf of the employees it represents, as defined in Article 1 herein, declare that providing the highest quality education possible for the students of the district is their mutual desire and goal.

The parties have reached certain understandings regarding salaries, benefits, hours and conditions of employment, as set forth hereafter.

Article 1 – Recognition

1.1 The District recognizes the Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified sole and exclusive collective bargaining representative, as set forth in the Public Employment Relations Board Case No. 2329, dated December 22, 1982, for the following employees:

All regular and part-time professional employees, including classroom teachers, guidance counselors, librarians, media director, nurses, Chapter 1 teachers, excluding the superintendent, principals, athletic director, assistant athletic director, technology director, special education coordinator, all non-professional employees and all other employees excluded by the Public Employment Relations Act.

1.2 Definitions

A. The term "employees", as used in the agreement, shall mean all professional employees described in Section 1.1 above.

B. The term "Board" shall mean the Board of Education of the District or its duly authorized representatives.

C. The term "association" shall include the Association or its duly authorized representatives.

D. The term "may" is permissive and vests exclusive authority for its exercise in the District.

E. The term "shall" is mandatory and divests the District or Association or employee of discretion.

F. The term "nurse" means a registered nurse.

G. The term "satisfactory" as used in 8.3 A of this contract shall mean "Meets or Exceeds Districts Expectations" as described on the Overall Evaluation Summary of the annual performance evaluation.

H. Serious illness as used in II.2 Emergency Leave shall be defined as an illness or accident requiring emergency-room medical attention, outpatient clinic treatment, hospitalization and/or a doctor's office visit.

Article 2 - Grievance Procedure

2.1 The purpose of this article is to provide a mutually acceptable method for the prompt and informal resolution of an alleged grievance.

2.2 A "grievance" is a complaint by an employee, group of employees or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. An "aggrieved person" includes the person or persons of the Association representative filing the grievance. "Days" means normal school day, excluding weekends, holidays and vacation days.

2.3 An aggrieved person shall comply with the following procedures:

Level 1. The aggrieved person shall discuss the grievance with the appropriate principal within ten (10) days after the grievance arose or, if the principal is absent during such period, within three (3) additional days after his return to duty. The principal shall respond within five (5) days after such discussion.

Level 2. If the grievance is not satisfactorily resolved, the aggrieved person shall, within five (5) days of the principal's response, file a written grievance, on the form set forth in Attachment 1, with the superintendent detailing the date of the alleged violation, the provision of this Agreement involved, the specific fact on which the grievance is based, and the relief sought. The superintendent shall meet with the aggrieved person and, at the aggrieved person's option his/her Association representative, at a mutually agreeable time and place, within ten (10) days of receipt of the grievance to discuss it. The superintendent shall answer the grievance in writing within ten (10) days of such meeting.

Level 3. If the grievance is not satisfactorily resolved, it may be appealed to arbitration by the Association, with the concurrence of the aggrieved person(s), by written notice to the District within thirty (30) days of receipt of the superintendent's answer. Within ten (10)

days thereafter, the Association and the District shall meet to attempt to agree on an arbitrator. Failing agreement, a written request shall be made to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The parties shall alternately strike from such list, and the remaining arbitrator shall hear and decide the grievance. The arbitrator shall issue an award, containing findings of fact, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. The arbitrator shall have no authority to add to, subtract from or otherwise modify the provisions of this Agreement, to require the violation of law or this Agreement, or to substitute his discretion for that of the District on matters reserved to the discretion of the District by law or the terms of this Agreement. Issues involving the termination of an employee, which are or may be subject to Chapter 279, Code of Iowa, are not subject to the provisions of this article. In a Chapter 279 termination proceeding, any alleged violation of a provision of this Agreement may be presented by the employee. Arbitration awards issued under Article 2 of this Agreement shall be admissible in Chapter 279 proceedings. Complaints, which have been submitted to any other forum and involving the same parties, claims and facts as are submitted, as grievance shall not be subject to the provisions of the article. The arbitrator's award, if within such limitations, shall be final and binding on the parties. The costs of arbitration, excluding the costs of representatives of the parties, shall be equally born by the parties.

2.4 Grievances shall not be kept in the employees' personnel files.

2.5 All meetings described in Section 2.3, Levels 1 and 2, shall be conducted in private.

2.6 The time limits set forth in Section 2.3 shall be followed by the aggrieved person(s) and the Association, or the grievance, in the absence of mutual extension, shall be barred from further processing.

2.7 No reprisals will be taken by the District against an employee because of his/her participation in the grievance procedure.

2.8 All grievances shall be investigated and processed on employees' non-working time. Level 1 grievances may be discussed at times that do not interfere with employees' assignments.

Article 3 - Association Rights

3.1 Use of Facilities. The Association, through its officers, may request from the superintendent or his designee the use of the employer's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used when such buildings and equipment are otherwise in use. The Association shall pay the normal charges, if any, for all facilities, equipment and materials used.

3.2 Communications. The Association shall have the right to post notices of Association meetings, its elections and results thereof, its social or educational activities, and such other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement, but not in areas open to student or the public. The Association shall have the right to use the employer's school mail system for the distribution of such communication.

3.3 Board Policies. The president of the Association shall be given written notice of prospective changes in Board polices Series 400 to 406, ten days in advance of the scheduled Board action to allow the Association to present an opinion and have it considered.

Article 4 - Employer Rights

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

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the district.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of its operation.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the District's operation are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the District.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all power and duties granted to the District by law.

Article 5 - Employee Rights

Employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the Iowa Public Relations Act or any other law of the state.
4. Refuse to join or participate in the activities of employee organization, including the payment of any dues, fees or assessments or service fees of any type.

Article 6 - Deductions

6.1 An employee who has, or has applied for, Association membership may sign and deliver to the District an assignment authorizing payroll deduction of Association, N.E.A. and I.S.E.A. dues, on the form set forth in Attachment 2. Such assignment may be revocable on thirty (30) days written notice to the District. Such assignments shall be filed with the District prior to September 10. The District shall deduct one-twelfth of the total dues from employees' regular salaries each month for twelve months, beginning in September and ending the following August, and remit the same to I.S.E.A. The Association agrees to hold harmless the District, including its Board and administration, individually and collectively against all claims, costs, suits or other liability arising out of the application of this section.

6.2 The District agrees to continue its current practice regarding the payroll deduction of annuities and employees' insurance contributions.

Article 7 - Work Year and Hours

7.1 The work year for full-time employees shall be one hundred and ninety (190) days, including one hundred and eighty (180) teaching days, six (6) in service days and four (4) paid holidays (Labor Day, Thanksgiving, Christmas, and New Years Day). Part-time employees, working less than one hundred and ninety (190) days, shall receive in-service days, paid holidays, medical hospital and major medical insurance and sick leave to be prorated according to the time worked.

7.2 All employees shall be required to serve as ticket seller, concession stand worker and/or door or hall supervisors at extra-curricular activities with a minimum of one time and a maximum of two times per year. Reimbursement for the above assignments shall be free admission to Mount Ayr Community School activities for employee, spouse and children K-12.

7.3 The normal in-school working hours are from 8:00 a.m. to 4:00 p.m. Employees will be allowed to leave at 3:45 p.m. on Friday. On days preceding holidays and vacation period, employees shall be released ten (10) minutes after the departure of the students. Teachers may be required to work a normal day on the day preceding the start of summer vacation (the last day of classes for students).

On days when students are scheduled for early dismissal or late start due to inclement weather, the employees' work day shall be shortened by the same amount, provided the District may assign enough teachers to supervise students during the normal in-school working hours.

7.4 Administratively approved meetings may be held between the hours of 7:30 a.m. and 4:30 p.m. Employees who attend administratively approved meetings held before 8:00 a. m. may then leave prior to 4:00 p. m. corresponding with the time of arrival. An occasional early departure following student dismissal at 3:30 may be granted by the building principal.

7.5 Staff members will have a paid duty free lunch period. No regularly scheduled duties will be assigned during this time unless mutually agreed upon.
Classroom teachers at the elementary may be assigned supervision in their rooms during inclement weather when students cannot go outside for noon recess.

7.6 Preparation time (defined as non-instructional work-related activities, may include parent or student conferences, meetings with employees or administrators, school related phone calls and grievance discussion under Section 2.3. Level 1 of this Agreement) shall be provided as follows:

Elementary - a minimum of thirty (30) minutes per day.
Secondary - a minimum of one (1) non teaching period per day, except for teachers with junior high athletic duties.

Article 8 - Wages and Salaries

8.1 Schedule

The salary of each employee covered by the regular salary schedule is set forth in Attachment 4, attached hereto and made a part thereof.

8.2 Placement on the salary schedule

A. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule.
Any employee hired prior to the end of the first semester of any school year shall be given full credit for that year of service toward the next increment step for the following year.

B. Credit for Experience

Previous teaching experience of teachers coming to the system will be evaluated and shall be accepted by the Board on the basis of full credit for 10 years, with a maximum of 10 steps being allowed to any teacher new to the system. Such credit may include military teaching experience or alternative civilian teaching service required by the Selective service System. It may include teaching experience in the Peace Corps, VISTA, or the National Teachers Corps work.

C. Military Service

Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of military service the individual is entitled to reinstatement at the same salary he would have received had he not taken such leave but subject to the following conditions: that the position was not abolished, that he makes written application for reinstatement to the Superintendent within ninety (90) days after termination of military service and that he submits a discharge other than dishonorable from the military service.

8.3 Advancement on Salary Schedule

A. Increments

Employees shall be granted one vertical step or increment for each year of satisfactory service based on the Superintendent's recommendation and performance evaluation, until the maximum for this classification is reached. Employees not receiving such recommendation and satisfactory evaluations will be held on their existing step for the following year.

B. Educational Lanes

Employees on the regular schedule, who move from one educational lane to a higher educational lane, shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another,
He/she shall file suitable evidence of additional educational credit with the Superintendent no later than September 1.

8.4 Method of Payment

Each employee shall be paid in twelve (12) equal installments on the 20th of each month, with the option of automatic deposit. If the pay date falls on Saturday or Sunday, checks and deposits will be ready on the last school day immediately preceding the specified pay day.

8.5 Summer Checks

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

8.6 Extended Year Contract Rate

Teachers' contracts will extend over a maximum time of one hundred ninety (190) days with a maximum of one hundred eighty (180) teaching days.
Certified personnel serving on an extended contract will be paid at a monthly rate of (1/9) of the contract salary or the appropriate part thereof. Those paid one (1) month or one-ninth (1/9) of the contract salary shall work twenty-one (21) days; those paid one-half (1/2) month or one-eighteenth (1/18) contract salary shall work eleven (11) days; and any contract for less than the above shall be paid at one/one hundred ninetieth (1/190) of the contract salary for the days worked (excluding summer school, driver's education and extra duties).

8.7 ICN/Distance Learning Assignments:

A. Employees assigned to teach over the ICN during the regular school day will

receive additional compensation per class taught based on a sliding scale, as follows:
1 remote site - $500/ semester
2 remote sites - $700/ semester
3-4 remote sites - $1000/ semester

B. A certified employee assigned as a facilitator to an ICN class or meeting outside of the regular school day shall receive an additional compensation consisting of ($10.00) ten dollars per hour.

C. An employee who agrees to teach over the ICN or other distance learning technology before or after the regular school day will have the right to refuse the request. With district approval, the employee may select one of the following compensations:

1. Compensatory time-Agreement on employee selected compensatory time will receive an additional scheduled preparation period during the normal school day.

(or)

2. Extended contract-Agreement on employee selected extended contract will receive additional compensation of one-eighth (1/8) of the contracted salary.

D. Teachers agreeing to teach during summer scheduled classes or during another scheduled vacation or on a weekend will be compensated at the rate specified under section 8.6 of the current contract.

E. To promote educational excellence the district and the ICN instructor shall plan and determine the class size and the number of sites that may be appropriate for the course offering.

8.8 Payment for Assigned Substitute Duties

Certified teachers that are assigned by the Principal to cover or serve as a substitute for another staff member/teacher during their preparation time shall be paid at the rate of ten ($10) per hour. Principals shall make assignments and record the number of minutes of the assignment with payment to be made to the employee at the close of each semester.

8.9 Release and Resignations

The Board may grant contract extensions or releases in the following reasons: From May 1 to June 1, release will be granted by mutual consent between the certified staff member and the School District Board of Education. After June 1, release will be contingent upon finding a suitable replacement and the payment of costs in finding a replacement of not more than one thousand dollars ($1,000). Payment of these costs shall be a condition for release from the contract. Failure of the licensed employee to meet the conditions of this contract may result in legal or equitable action being brought against the employee and may also result in a complaint being filed with the Board of Educational Examiners. All board policies pertaining to release and resignation contractual matters between the employee and employer are hereby incorporated by reference as if set out in full herein.

Article 9 - Supplemental Pay

9.1 The salary schedule for Extra-curricular duties is attached hereto as Attachment 3 and made a part thereof.

9.2 If the district is unable to fill an assignment listed in Attachment 3, it shall have the right to assign an employee to such duty. Payment shall be at the amount specified in Attachment 3, or prorated as necessary.

9.3 Travel Allowance

A. Expenses for approved travel outside the District and travel within the District caused by assignments shall be reimbursed. The rate of reimbursement shall be at the rate established by state law. All personnel shall be reimbursed for any travel from the building in which they normally begin their day of service. This does not include travel to and from work and home. School vehicles shall be utilized unless private or public transit is authorized by the Superintendent.

B. All employees of the District shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent and/or travel incurred under the policies of the Board. The rates for reimbursement shall be for actual expenses incurred for travel plus a rate set by state law for use of a private automobile or other similar conveyance.

9.4 Early Resignation Incentive

The District will pay employees a stipend ranging from $100-$500 for an early resignation. The stipend will not be offered to supplemental contracts. The stipend amount will decrease as the year progresses. Resignations must be turned in to the superintendent by the last day of the month. If the last day of the month falls on a weekend, then the resignation must be turned into the superintendent prior to that weekend. Stipends will be included in their last paycheck. Early resignation stipends will be as follows; January-$500, February- $300, March- $200, April- $100.

9.5 District Reimbursement of Tuition

In order to avoid staff reductions or hire additional staff members, when the administration requests a teacher to teach in an area in which that teacher is not certified, and there is mutual agreement by both parties, the school district will pay tuition for the teacher to become certified through a mutually agreed upon college. All other expenses will be the responsibility of the teacher. The teacher must agree to remain in their new position for a minimum of five years. Failure to stay in their new position or leaving the District prior to the five year period will result in the teacher reimbursing the District the full amount of District expenses. This will not pertain to a teacher who has written a request to transfer to a different assignment.

Article 10 - Insurance

10.1 The District will pay three hundred dollars (300) per month in 2005-2006 toward elective group health insurance for each full-time employee. Part-time employees (less that thirty [30] hours per week) will be provided coverage and premiums on a prorated basis.

A cafeteria plan will be offered with a variety of options. Specific recommended changes in the health insurance deductibles may be made by the Mount Ayr Education Association to the Board of Education; changes may be made by federal or state law. Notice will be provided to employees from the provider through the district. Family coverage for dependents will be offered at an additional cost to be deducted as a pre-tax benefit. Employees not electing group health insurance may utilize the monthly benefit toward a tax sheltered annuity. If the employee elects a health plan deductible that consumes less than the monthly benefit they may elect to apply the difference to another option of the cafeteria plan. Article 10 language may be modified with the recommendation of the Association and the approval of the Board of Education.

10.2 The District will furnish an income protection insurance plan for employees. These disability payments will pay 60% of the employee's salary beginning no more than 90 days after disability and continuing until age 70.

10.3 The District, in addition to the above, will provide a $30,000 life insurance policy for each employee, as defined in the contract of the Mount Ayr Community School District.

10.4 All employees shall be covered by school-financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance.

10.5 Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months

10.6 Prior to changing the present medical, hospital and major medical insurance plan, the District shall notify the Association and consider its comments and suggestions.

Article 11 - Leaves

11.1 Sick Leave All employees are granted leaves of absence for personal illness or injury with full pay in the following amounts.

1st year employment	10 days
2nd year employment	11 days
3rd year employment	12 days
4th year employment	13 days
5th year employment	14 days
6th and subsequent years employment	15 days

The above amounts shall apply only to consecutive years of employment in the District and unused portions shall be cumulative to a total of 105 days. The District may require reasonable evidence for such leave of absence. Employees shall be given a copy of a written accounting of accumulated sick leave at the beginning of each school year.

11.2 Emergency Leave

In the case of death and/or serious illness in the employee's immediate family, up to five (5) days of absence with full pay per year shall be granted. One of the five (5) days of emergency leave may also be used by the employee if immediate family illness arises when the employee is unable to arrange care for immediate family member(s). The immediate family shall mean father, mother, spouse, son, daughter, brother, or sister. This leave shall not be cumulative and shall not be deducted from sick leave. Employees may use two (2) of the above five (5) days for father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Additional days may be granted at the discretion of the District. One of the above days may be used for death and/or serious illness of other relative or friend, or for some emergency that may occur affecting the employee. If an employee has used all personal and emergency leave days, unpaid emergency days may be requested. Up to 10 paid days may be granted at the district's discretion for reimbursement. The District may ask for documentation.

11.3 Personal Business Leave

A. For occasional absences for which sick leave or emergency leave does not apply, an employee may be excused to attend to non-remunerative personal business activities. A maximum of two (2) days per year may be granted (with no reason given). The first day will be granted at full pay while on the second day the employee will pay the cost of the substitute. An employee who does not use any personal business leave during the current school year will receive a stipend of $80.00 at the end of the school year.

B. The following conditions shall apply to personal business leave days:

1. The employee must submit a request at least three (3) days prior to the day(s) requested, except in case of emergency.
2. The employee will not be granted a leave on (a.) days immediately preceding or following scheduled holidays or school-scheduled vacation periods, (b.) on any In-service date, professional staff development day, or teacher work day, (c.) on Parent-Teacher Conference day, (d.) examination day(s), (e.) nor at a time when a teacher's absence may seriously hinder the overall operation of the school.
3. No more than two (2) employees per building will be granted personal business leave on a given day.
4. Personal business leave will be granted minimally in 1/2 day increments.

C. Unused personal business leave will accumulate to a total of five (5) days and may be applied to emergency leave with written request of the teacher and approval of the Board.

11.4 Jury/Witness Leave

Employees will be excused for jury duty. The difference between his/her normal salary and the compensation for jury duty shall be paid. Employees requested by the District to testify in a school-related judicial or administrative proceeding shall be provided time off with pay.

11.5 Association Leave

Up to two (2) days shall be available for an Association member to attend the I.S.E.A. Delegate Assembly. This shall be a paid leave. Notice shall be given to the employee's principal at least three (3) days in advance. The Association will pay for the cost of a substitute.

11.6 Professional Leave

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. If any teacher or other employee wishes to be absent from duty to attend a professional meeting or to visit schools, a written request for the approval of such absence should be signed by the principal and filed in the personnel office at least three (3) days prior to anticipated absence.

11.7 Military Leave

A leave of absence will be granted for reservist for training purposes but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay but employees are expected to take such training during times when the schools are not in session whenever possible.

11.8 Extended Leave

A leave of absence without pay may be granted by the District to any employee.

Article 12 - Employee Reduction Procedures

12.1 In the event the Employer determines that employees must be terminated on account of staff reduction, and the same cannot be accomplished by normal attrition, the following procedures shall be followed:

A. Affected employees shall receive written notification by April 1st.

B. Employees shall be reduced within Grades Pre K-6 and 7-12 categories, based on the following criteria: employees' seniority (length of continuous service since last date of hire) within the District; depth of preparation and recent training; breadth of certifications; successful experience in the District; performance evaluations; as determined by written records; and qualifications for special and extra-curricular programs as determined by District needs.

12.2 Employees terminated due to staff reduction shall have recall rights to any vacant position for which the Employer decided they are qualified for one (1) year from their date of termination, which is the final date of the employee's contract. If an employee fails to respond within ten (10) days after receipt of recall notice, he/she will be deemed to have refused the position offered.

12.3 All benefits to which an employee was entitled at the time of his/her termination shall be restored to him/her upon his/her return to employment and the employee will be placed on the proper step of the salary schedule according to his/her experience and education.

Article 13 - Health and Safety Provisions

13.1 Physical Fitness

Physical examinations shall be required of all certified personnel covered by this Agreement upon their initial appointment. Such cost shall be borne by the Employee. After employment, the employee shall have a physical examination every three (3) years and the cost of the required physical examination shall be considered paid with an additional $5.00 per month added to the health insurance premiums paid in the 1999-2000 master contract. Said $5.00/month will be included in each year thereafter for the physical exam cost.

13.2 Medication and Medical Functions

No Employee shall be required to dispense or administer medication or perform any other medical function except for school nurses as provided for in Iowa law.

13.3 First Aid

During the work day the Employer shall provide, in each building, properly trained personnel and equipment necessary to ensure proper first aid treatment for Employees.

13.4 Equipment and/or Protection Devices

The Employer shall provide at its discretion such special equipment or devices as it deems necessary in the performance of assigned duties.

13.5 Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and after consideration, the police may be advised.

Article 14 - Employee Evaluation Procedures

14.1 The principal is responsible for conducting the teacher evaluation program with his staff. During the course of the school year, the principal will observe the teaching performance in the classroom and in other professional situations. The principal will also provide opportunities for the teacher to discuss with him any matters of professional concern.

14.2 Teachers will be classified as probationary teachers during the first three years of employment in the District unless the new employee has already successfully completed the three year probationary period. New employees who have completed a probationary period in a previous Iowa school district will serve a one year probationary period. (Iowa Code 279.12) Probationary teachers will be evaluated at least twice a year, once prior to December 1. Non-probationary teachers will be evaluated at least once each year. After notification to the tenured employee the principal may elect to conduct an informal classroom evaluation every other year.

14.3 Classroom visitation should be of sufficient duration or frequency to make discerning evaluation.

14.4 The Principal will provide each employee with a copy of the evaluation instrument pertinent to his/her job description and explain the evaluation process prior to any classroom observation. All formal classroom visitations will be conducted with the knowledge of the teacher. The principal

shall conduct a formal classroom evaluation at least every other year with tenured teachers. Monitoring devices, e.g. video taping, may be used to help improve instruction; however, no monitoring will be done without prior consent of the teacher.

14.5 A private conference shall be held between the employee and his/her Principal within one (1) week of the formal classroom observation unless either party requests an extension to a later date, and in any event such conference shall be held within two (2) weeks of such observation. A signed, written summary will be provided to the employee.

14.6 The written, summative evaluation report must be reviewed and signed by both the employee & evaluator at a conference to be held no later than March 15th of each school year. The employee may add written comments to the summative report.

14.7 Employees evaluated as needing improvement will be given written suggestions for improvement and will be reevaluated after a specified period of time.

14.8 The evaluation report shall be held in strict confidence between school administration and the teacher to the extent permitted by Iowa law.

14.9 Each employee shall have access to his/her personnel file maintained in the District's central office.

Article 15 - Transfer Procedures

15.1 The District will notify employees, by a notice in the faculty bulletin, of vacancies that occur during the school year and for the following school year. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments shall be submitted not later than May or December 1 for second (2nd) semester.

15.2 Any employee who transfers to an administrative or supervisory position and who later returns to employee status shall be entitled to retain such rights (including previously accrued seniority) as may have accrued under this Agreement prior to such transfer to administrative or supervisory status.

15.3 Transfer decisions will be made on the following criteria; employees seniority (length of continuous service since the last date of hire) within the District, depth of preparation and recent training, breadth of certifications, successful experience in the District, performance evaluations as determined by written records, and qualifications for special and extra-curricular programs as determined by District needs. In cases where a transfer is denied, the District will provide a specific rationale to the employee.

Article 16 - Compliance and Duration

16.1 Individual Contract
Any Individual contract of employment between the employer and an employee covered by this Agreement shall not be inconsistent with the terms of the Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement, during its duration, shall control.

16.2 Separability
If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

16.3 Printing Agreement
Copies of this Agreement shall be printed at the expense of the Board of Education within thirty (30) days after the Agreement is signed. The agreement shall be presented to all employees now employed, and hereafter employed. The Board shall provide the Association with 2 (two) additional copies.

16.4 Complete Agreement
This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement,

neither party hereto shall have any duty or obligation to bargain with respect to any changes, modification or additions to the Agreement during its life.

16.5 Duration

This contract shall be effective for the period beginning July 1, 2004 to and including June 30, 2005, except that language issues may be open for contract negotiations.

16.6 Signature Clause

In Witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon, all on the ___15th__ day of March, 2005.

MAEA

Association

By Darla Sobotka

It's President (V.P.)

By

It's Chief Negotiator

MOUNT AYR COMM. SCHOOLS

Board of Education

By

It's President

By William J. Decker

It's Board Negotiator

ATTACHMENT 1 Grievance Report #_____

_____School District

_____
Date Filed

_____Building

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

_____
Name of Aggrieved Person

Level II
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 Date
or immediate Supervisor

Level III
A. _____ _____
Signature of Aggrieved Person Date received by Superintendent

B. Disposition by Superintendent or Designee _____
_____

_____ _____
Signature of Superintendent or Designee Date

Level IV
A. _____ _____
Signature of Aggrieved Person Signature of Assoc. President

B. _____ _____
Date submitted to Arbitration Date received by Arbitrator

C. Disposition and Award or Arbitrator _____
_____

_____ _____
Signature of Arbitrator Date of Decision

*If additional space is needed, attach additional sheets.
NOTE: All provisions of Article 4 of the Agreement, dated _____, _____, shall be strictly observed in settlement grievances.

ATTACHMENT 2
DUES WITHHOLDING

To: Board Secretary

Please withhold my I.S.E.A and N.E.A dues from my salary on a 12-month basis. The amount is _____.

_____ _____
Name Date

_____
Signature

ATTACHMENT 3

Supplemental Salary Schedule

All Supplemental steps will increase to a maximum of 10 steps with an annual increase of 1 step per contract year. Increments will be 5% of the base salary for the current year on Attachment 4 of the Master Contract. New employees shall receive full credit for all previous experience for the sport or activity in which they are placed up to a maximum of 10 years. Credit will be given for years of experience as a Jr. high coach toward the position of assistant and assistant varsity toward head coach up to 10 years. Beginning in 2005-2006, the salary amounts for the supplemental salary schedule are calculated using the following percentages of the teaching salary base.

ATHLETICS	**05-06**	
HIGH SCHOOL – HEAD	**BASE**	**%**
FOOTBALL	2528	10
BASKETBALL	2528	10
WRESTLING	2528	10
BASEBALL	2528	10
SOFTBALL	2528	10
TRACK	2023	8
VOLLEYBALL	2023	8
GOLF (BOYS AND GIRLS)	2023	8
CROSS COUNTRY	2023	8
HIGH SCHOOL - ASSISTANTS		
FOOTBALL	1643	6.5
BASKETBALL	1643	6.5
WRESTLING	1643	6.5
BASEBALL	1643	6.5
SOFTBALL	1643	6.5
WEIGHTLIFTING	1643	6.5
TRACK	1391	5.5
VOLLEYBALL	1391	5.5
JUNIOR HIGH		
FOOTBALL	1264	5
BASKETBALL	1454	5.75
TRACK	1264	5
WRESTLING	1454	5.75
VOLLEYBALL	1264	5
SOFTBALL	1264	5
BASEBALL	1264	5
ACTIVITIES		
HIGH SCHOOL BAND (9-12)	2528	10
HIGH SCHOOL VOCAL (7-12)	1896	7.5
BAND (5-8)	1264	5
FLAG SPONSOR	885	3.5
DRAMATICS	1643	6.5
HEAD DRILL TEAM	2402	9.5
FB CHEERLEADING (9-12)	758	3
BB CHEERLEADING (9-12)	885	3.5
FB CHEERLEADING (9-12)	885	3.5
ELEMENTARY VOCAL (K-6)	758	3
CONTEST SPEECH	632	2.5
H. S. ANNUAL SPONSOR	695	2.75
SCHOOL PAPER	695	2.75
GIRL'S CHAPERON (9-12)	316	1.25
HEAD CHEERLEADER (7-8)	758	3
GIRL'S CHAPERONE (7-8)	253	1
PROM SPONSOR	632	2.5

ATTACHMENT 4
Salary Schedules

Mount Ayr Community School District

2005-2006

BA	BA+15	MA	MA+15
$25,282.	$26,972.	$29,162.	$30,852.
$26,112.	$27,827.	$30,067.	$31,782.
$26,942.	$28,682.	$30,972.	$32,712.
$27,772.	$29,537.	$31,877.	$33,642.
$28,602.	$30,392.	$32,782.	$34,572.
$29,432.	$31,247.	$33,687.	$35,502.
$30,262.	$32,102.	$34,592.	$36,432.
$31,092.	$32,957.	$35,497.	$37,362.
$31,922.	$33,812.	$36,402.	$38,292.
$32,752.	$34,667.	$37,307.	$39,222.
$33,582.	$35,522.	$38,212.	$40,152.
$34,412.	$36,377.	$39,117.	$41,082.
$35,242.	$37,232.	$40,022.	$42,012.
$36,072.	$38,087.	$40,927.	$42,942.
$36,902.	$38,942.	$41,832.	$43,872.
		$42,737.	$44,802.
		$43,642.	$45,732.
		$44,547.	$46,662.

2006-2007

BA	BA+15	MA	MA+15
$26,106.	$27,826.	$30,046.	$31,766.
$26,956.	$28,701.	$30,971.	$32,716.
$27,806.	$29,576.	$31,896.	$33,666.
$28,656.	$30,451.	$32,821.	$34,616.
$29,506.	$31,326.	$33,746.	$35,566.
$30,356.	$32,201.	$34,671.	$36,516.
$31,206.	$33,076.	$35,596.	$37,466.
$32,056.	$33,951.	$36,521.	$38,416.
$32,906.	$34,826.	$37,446.	$39,366.
$33,756.	$35,701.	$38,371.	$40,316.
$34,606.	$36,576.	$39,296.	$41,266.
$35,456.	$37,451.	$40,221.	$42,216.
$36,306.	$38,326.	$41,146.	$43,166.
$37,156.	$39,201.	$42,071.	$44,116.
$38,006.	$40,076.	$42,996.	$45,066.
		$43,921.	$46,016.
		$44,846.	$46,966.
		$45,771.	$47,916.

After an employee on the BA lane has received no step for 3 years, the employee will be awarded an additional career increment. This would mean on the 4th, 8th and 12 years of additional service.

After all available salary steps have been used; employees on the BA +15, MA, or MA +15 lane will receive a .5 career increment for each additional year of service.

*Nurse's base salary shall be computed at 95% of the corresponding step of the BA lane.
**This salary schedule conditioned upon receipt of funds from Phase I and Phase II, therefore, any reduction (s) in said funds that impacts this salary schedule, shall result in the District and the MAEA entering into negotiations to remedy this part of the contract only.

In the school years 04-05 and 05-06, $92,777 of previously negotiated money was moved from the insurance fund, and put into the salary schedule in an effort to increase our base salary.

Index

Article 1 - Recognition
Article 2 - Grievance Procedure
Article 3 - Association Rights
Article 4 - Employer Rights
Article 5 - Employee Rights
Article 6 - Deductions
Article 7 - Work Year and Hours
Article 8 - Wages and Salaries
Article 9 - Supplemental Pay
Article 10 - Insurance
Article 11 - Leaves
Article 12 - Employee Reduction Procedures
Article 13 - Health and Safety Provisions
Article 14 - Employee Evaluation Procedures
Article 15 - Transfer Procedures
Article 16 - Compliance and Duration
Attachment 1 - Grievance Report
Attachment 2 - Dues Withholding
Attachment 3 - Supplemental Pay Schedule
Attachment 4 - Salary Schedule

Mount Ayr Community School District
Master Contract
2005-2006

It is the policy of the Mount Ayr Community not to discriminate on the basis of gender, race, national origin, creed, age, marital status or disability in its educational programs, activities or employment policies as required by Title VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Educational Amendments and Section 504 of the Federal Rehabilitation Act of 1973.
Inquiries regarding compliance with Title IX, Title VI or Section 504 may be directed to Sue Larsen, Mount Ayr Community Schools, 1001 E. Columbus, Mount Ayr, IA. 50854/ Telephone 641-464-0515.
or to Director of the Civil Right Commission, Des Moines, IA. or Director of Region VII, Office of the Civil Rights, Department of Education, Kansas City, Mo.