PRESTON CSD/EA 04-07

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PUBLIC EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT BETWEEN

THE PRESTON COMMUNITY

SCHOOL DISTRICT

AND THE PRESTON COMMUNITY

EDUCATION ASSOCIATION

2005-2006
2006-2007

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MEMORANDUM OF UNDERSTANDING

The parties agree that this 2005-2006 Master Contract is for two (2) year on salary and language. The Master Contract can be opened at any time by the agreement of both parties.

PCEA Representative	President Preston Board of Education

PREAMBLE

"The Board of Directors of Preston Community School District hereinafter referred to as the "Board" and the Preston Community Education Association hereinafter referred to as the "Association" recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the Administrative and supervisory staff, the professional teaching personnel of the District, the parents of the students and the community at large."

Whereas the parties have reached certain understandings, which they desire to confirm in this Agreement pursuant to the Public Employment Relations Act of 1974, it is agreed as follows:

ARTICLE 1
RECOGNITION

The Board of Directors of the Preston Community School District, hereinafter referred to as the "Board", recognizes the Preston Community Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for:

A. All full-time and part-time certified teachers. These teachers must be contracted for at least four (4) months.

B. Certified Special Education and Remedial teachers. These teachers must be contracted for at least four (4) months.

C. Certified Guidance Counselors.

D. Certified Librarians.

E. Nurse.

Hereinafter referred to as employees.

Employees with a continuing contract are deemed to be contracted for at least four (4) months.

ARTICLE 2
GRIEVANCE PROCEDURE

SECTION 1
A grievance shall mean a claim by a grievant that there has been as alleged violation, misinterpretation, or a misapplication of the terms of this Agreement.

SECTION 2

A. Every employee covered by this Agreement and/or the Association shall have the right to present grievances in accordance with these procedures or have the Association represent the employee.

B. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act, as bar to any further appeal and an administrator's failure to give a decision within the time limits, shall permit the grievant to proceed to the next step. The time limits however may be extended by mutual agreement.

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

SECTION 3

A. FIRST STEP

An attempt shall be made to resolve any grievance in an informal, verbal discussion between complainant and his/her Curriculum Director, but such complaint must be brought forward within twenty (20) calendar days of the occurrence.

B. SECOND STEP

If the grievance cannot be resolved informally, the aggrieved employee and/or the Association shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the Curriculum Director. The written grievance shall state the nature of the grievance, the specific clause or clauses of the grievance and the remedy requested. The filing of the formal, written grievance at the second step must be within seven (7) calendar days from the discussion of the informal hearing of the grievance. The Curriculum Director shall make a decision on the grievance and communicate it in writing to the employee, the Association and the Superintendent within seven (7) calendar days after receipt of the grievance. However, school holidays and vacations shall not be considered as "calendar days".

C. THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee and/or the Association shall file, within seven (7) calendar days of the Curriculum Director's written decision at the second step, a copy of the grievance with the Superintendent. Within twelve (12) calendar days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within twelve (12) calendar days of the third step grievance meeting and communicate it in writing to the employee and the Curriculum Director.

D. FOURTH STEP

If the grievance is not resolved satisfactorily at third step, there shall be available a fourth step of impartial binding arbitration. The Association may submit in writing a request on behalf of the Association and the grieving employee to the Superintendent, within thirty (30) days from receipt of the Step Four answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within four (4) dates after said notice is given. If the two parties fail to reach agreement on an arbitrator within four (4) days, the Public Employment Relations Board will be requested to provide a list of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the list until only one shall remain. The remaining name shall be the arbitrator. The party striking first will be determined by random selection.

Expenses of the arbitrator's services shall be borne equally by the School District and the Association. The decision of the arbitrator regarding a grievance shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the

parties agree to an extension. 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.

SECTION 4
All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the Grievant, and their designated or selected representatives heretofore referred to in this Article.

ARTICLE 3
ASSOCIATION RIGHTS

A. The Association and its members shall have the right to make use of school buildings and facilities for Association use at all reasonable hours for meetings and any equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The principal of the building shall be notified of the time and place of all meetings at least twenty-four (24) hours in advance of the meeting.

B. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business on behalf of the employees.

C. An affiliate of the Association may conduct official business on school property at reasonable times with a maximum of two (2) visits per week. The two (2) visit limitation will not apply to visits before classes start or after classes are dismissed. The Association affiliate shall comply with the same regulations as the other visitors to the building.

D. The Board shall place on the agenda of each regular Board meeting any matter brought for its consideration by the Association, if such items are brought to the attention of the Superintendent three (3) school days prior to the regularly scheduled meeting.

E. The Association and/or employee may consult with the Board to express their opinion on pending or previous Board policies, procedures and programs.

F. In the event that fact-finding or arbitration needs to be scheduled during the regular school hours, affected employees will be released with no loss of pay.

G. The calendar shall be planned by a committee. The committee shall be composed of two teachers appointed by the Association and two administrators. The final decision will be made by the Board of Education.

ARTICLE 4
HEALTH PROVISIONS

A. All employees shall be required to have a physical examination and T.B. test once every three (3) years. The Board will reimburse employees from the paid bill up to the maximum of forty ($40.00) for these tests not paid by insurance. Employees will be notified in writing in the May 30th check if a physical is required for the following school year.

B. The employer shall include in its blood borne pathogens exposure control plan Hepatitis B vaccination for all employees wanting it, post-exposure evaluation, and follow-up evaluation. These will be done by the school nurse upon request.

ARTICLE 5
OTHER FACILITIES AND EQUIPMENT

Each employee covered by this Agreement shall have keys to the building, his/her classroom, and the instructional facilities as deemed necessary by the building administrator during non-school hours.

ARTICLE 6
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

PROFESSIONAL CONFERENCES

The Board of Education agrees to provide a pool of at least four thousand ($4,000) dollars to be paid to employees for staff development. This includes professional conference expenses and curriculum stipend.

Written request will be made to the principal and returned to the employee prior to the closing of registration. For professional conference expenses, such as registration, lodging, travel, and meals, employees will provide to the building principal receipts for expenses claimed. Requests for staff development workshops must follow the school district's CSIP goals.

The Board of Education agrees to provide a pool of at least one thousand ($1,000) dollars to be paid to employees for curriculum development. The curriculum stipend will be determined by a committee consisting of the curriculum director, building principal, and two teachers.

ARTICLE 7
LUNCH PERIOD

Employees shall have a daily, uninterrupted, duty-free lunch period equal to that of their students.

ARTICLE 8
IMPROVEMENT OF INSTRUCTION

A. REQUEST OF OBSERVATION
Upon his/her request the employee will be granted a minimum of two (2) observations per school year of no less than thirty (30) minutes each. These observations shall be conducted solely for the purpose of improvement of professional performance and as a means of assuring the competent educational techniques.

B. CONFERENCES
Prior to the time of observation the teacher and the principal shall meet to mutually agree upon a time for the observation, to discuss methods to be used during the observation, and to discuss areas of concern during the observation.

Within three (3) school days after the observation, the teacher and the principal shall meet to discuss the observation. The employee shall be presented with a written observation report containing the specific area where improvement could be obtained. Any commendations would be included in this report and a copy given to employee signed by the Administrator.

ARTICLE 9
IN-SERVICE

All in-services shall be planned by an In-Service committee. The committee shall be composed of three (3) persons appointed by the Board and three (3) teachers appointed by the Association. If the committee fails to reach a decision the decision of the Superintendent shall be final. The current contract is based upon 190 days. Any days added to the contract beyond the 190 days shall be paid at the per diem rate.

ARTICLE 10
SUMMER SCHOOL POSITIONS

A. All summer school teaching jobs/openings shall be posted in a prominent place in the teacher workroom of the high school and the outer office of the elementary building.

B. Positions shall be awarded based upon certification and seniority. (The most senior certified employee should be awarded the position.)

C. Each year when the District determines a salary or per diem for summer school teaching the same shall be distributed as an addendum to the Contract.

D. This Article does not relate to Phase III positions or plans.

ARTICLE 11
STAFF REDUCTION

A. COVERAGE
All employees under this Agreement.

B. STAFF REDUCTION POLICY
When staff reduction is required this reduction will be in grades K-12 by certification. The following procedures will be used:

Step 1. Normal attrition

Step 2. Staff members with emergency and/or temporary certification shall be released second unless needed to maintain a curriculum area.

Step 3. The remaining staff reduction will be determined by seniority except to maintain a curriculum area. Those with least seniority will be laid-off first. Seniority shall mean continuing length of service to the Preston Community School District.

Step 4. In cases where seniority is equal, then teachers with the lower degree level of training, as determined by the numbers of hours shown on the transcripts and approved by the Board, shall be reduced next.

Step 5. If a tie still exists after application of all the preceding steps the final decision shall be at the discretion of the Board and Administration.

C. NOTIFICATION
The staff member or members who will not be issued a contract shall be notified in writing no later than April 30th.

D. RECALL

1. Any employee laid off pursuant to this policy shall have recall rights to any position he/she is qualified for one (1) year from the effective date of his/her lay-off. He/she shall be recalled in reverse order of lay-off.

2. The Superintendent or his/her designee and the Association shall be kept informed by the terminated employee of current address, telephone number, and interest in recall.

3. Any employee re-employed by exercising his/her recall rights shall receive all previous benefits as well as being restored to placement on the salary schedule with seniority as at the time of lay-off.

4. The employer shall notify each employee laid off pursuant to this Agreement who is eligible for any vacant positions, which may occur. Such notices shall be given by certified mail, return receipt requested, with a copy to the Association. The Association shall also be informed of vacancies.

5. The employer shall for five (5) work days seek to contact the employee who was laid-off. If the employer is unable to locate said employee the Association shall be notified and the Association shall have an additional five (5) days to make contact with the laid-off employee. If contact is still not made the position shall be considered open and all recall rights terminated. An employee who is recalled shall have five (5) workdays from the time the recall notice is received to either accept or reject the available position. Failure to respond in the above time limit shall be interpreted as a rejection of the available positions and all other rights covered in this Agreement. Acceptance of the position shall be delivered in writing to the Superintendent or his/her designee, or shall be sent by certified mail, return receipt requested. As used in this paragraph workdays means Monday through Friday except holidays.

6. There will be no recall rights for temporarily employed persons. "Temporarily" shall mean employed for less than one (1) school year or hired for replacement of a current employee on leave. This shall not include employees who have been recalled.

7. Upon recall to less than a full-time position any former full-time employee shall have the right to refuse the recall. Refusal of the recall will not terminate the employee's recall rights. So there is no misunderstanding, the parties agree that this provision does not extend an employee's recall rights to a second (2) year.

8. Employees with recall right may purchase group insurance available to other employees at their own expense.

9. Any employee recalled to a position that the employee has not taught within the past five (5) years may be required to successfully complete up to nine (9) semester hours of course work within the two (2) years following recall.

E. CURRICULUM AREA SHALL NOT INCLUDE EXTRA-DUTIES.

ARTICLE 12
DUES DEDUCTION

The Board will make available to all employees who are Association members the opportunity to have their regular Association dues deducted from their payroll checks. This method of dues payment will be subject to the following provisions.

1. The Association will be responsible for informing their members of this means of dues payment.

2. Association members must present to the Board or its Secretary a signed authorization form allowing the dues deduction by October 15th.

3. Association members may revoke their dues deduction by submitting a written request to the Board or its Secretary and filing a copy with the Association Treasurer no later than thirty (30) days before any authorized deduction date.

4. The dues will be deducted in one-twelfth (1/12th) installments twice a month during the months of November through April. Dues deduction will be payable to the Association Treasurer within ten (10) days after payday.

5. This dues deduction system shall be limited to five (5) individual associations: the PCEA, ISEA, NEA, PAC and JDC.

6. This dues deduction system shall be limited to only regular Association dues.

7. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE 13
TRANSFERS

A. VOLUNTARY

1. The Superintendent shall post in a prominent place in the teacher's workroom of the high school and the outer office of the elementary building a list of vacancies, which occur during the school year and for the following year upon his/her knowledge of vacancies. If a vacancy is posted after school is dismissed for the year, a copy of the posting will be mailed to all staff members.

2. Employees who desire a change in grade and/or subject assignment may file a written statement with their building principal.

3. Employees who are denied a voluntary transfer to another grade and/or subject assignment will be granted, upon written request to their building principal, an opportunity to present their request to the Board at the next regularly scheduled Board meeting.

4. Voluntary transfers shall be awarded by using the following factors:
   Step 1. Certification
   Step 2. Most seniority
   Step 3. If a tie exists after application of all the preceding steps the final decision shall be at the discretion of the Board and Administration.

B. INVOLUNTARY

1. DEFINITION
   The movement of an employee to a different assignment, grade level or subject shall be considered a transfer.

2. USE OF VOLUNTARY REQUESTS
   Involuntary transfer will not be invoked until voluntary transfer procedures have been exhausted.

3. MEETING AND APPEAL
   An Involuntary transfer or reassignment shall be made only by the Superintendent, at which time the employee shall be given written reason(s).

4. PRIORITY IN REASSIGNMENT
   A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the position, in order of preference, to which they desire to be transferred.

5. Involuntary transfers shall be awarded by using the following steps:
   Step 1. Certification
   Step 2. Least seniority
   Step 3. If a tie exists after application of all the preceding steps the final decision shall be at the discretion of the Board and Administration.

ARTICLE 14
EMPLOYEE EVALUATION

A. Within four (4) weeks after the beginning of each school year, the Administration staff shall acquaint all employees with the evaluation instrument, contractual procedures, **the Iowa Teaching Standards and Criteria and such other expectations as indicated by the District.**

B. For Tier I, the evaluation system shall consist of formal observations, artifact collection, and review of additional data gathered by the evaluator.

1) The evaluator shall conduct a minimum of three formal observations before March 30. One observation may be of an extended duration.
2) The observations shall include pre- and post-observation conferences with dates arranged between the staff member and evaluator during which the evaluator shall provide written feedback. The staff member shall complete the pre- and post-observation forms prior to the conference.

C. For Tier II:

1) Each staff member shall complete the self-assessment survey during the designated in-service time prior to the development of the Individual Career Development Plan.
2) The staff member(s) shall develop an Individual Career Development Plan (ICDP) in collaboration with the appropriate evaluator. Revisions to the plan may be made after the staff member has submitted the revised plan and discussed the proposed changes with the evaluator.
3) A formal observation shall be conducted during Year 2 and shall include a pre- and post-observation conference. The staff member shall complete the pre- and post-observation from prior to the conferences.
4) As part of the post-conference, the evaluator shall identify the observable standards and criteria in which the teacher has demonstrated competence and/or, if appropriate, those standards and criteria that need to be addressed (1) during formal or informal observations, (2) in written materials developed by the teacher, and (3) in the pre- and post-observation conferences.
5) The teacher and evaluator will continue to meet to review additional documentation and continue to identify the staff member's status in documenting the eight Iowa Teaching Standards.
6) The evaluator shall conduct a minimum of three walkthroughs each year of the three-year cycle. Teacher and evaluator shall have the option of conferencing on observable information from those walkthroughs if one or both parties deem it necessary.
7) Staff members will collect evidence of progress in a portfolio. This portfolio will meet the Tier II Portfolio Minimum Requirements and will be shared with the evaluator in a scheduled meeting during Year One, during the post-observation conference of Year Two, and on/before March 30 of Year Three.
8) During Year 1 & 2, the staff member shall complete the Summary Report on/before May 15 and on/before March 30 during Year 3. The report allows the staff member to provide information on progress of their ICDP.
9) During Year 3, a Career Performance Review conference will be arranged between the staff member and evaluator.
10) The employee shall have the right to submit an explanation or other written statement regarding any material used for formal or informal evaluations for inclusion in his/her evaluation file.
11) In the event the District or Association desires to change the evaluation instrument, each party will appoint three (3) members to a committee to

recommend changes to the Board for approval. The form finally mutually agreed to by the parties will be distributed to the staff.

12) **A non-probationary employee may file a grievance concerning any Tier I or Tier II evaluation, challenging the evaluation as unfair, unjust or inaccurate, if the overall performance is rated as unsatisfactory or not meeting District standards.**

D. Tier III (Intensive Assistance)

1) When the evaluator determines, at any time, the teacher is not meeting one or more of the following:
   a. District expectations under the Iowa Teaching Standards 1-7 & Criteria (Standard 8 is excluded);
   b. The Individual Career Development Plan;
   c. Any other District expectations as stated in paragraph A (above).
2) The evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months in duration and may be extended up to an additional six (6) months.
3) Tier III is not grievable.

E. See the Preston Evaluation Plan for specific evaluation documents. Please direct any questions to the assigned Evaluator.

ARTICLE 15
LEAVES

A. TEMPORARY LEAVES

1. The following schedule of temporary leave shall be extended to all employees covered by this Agreement:

First Year..... 14 days
Second Year..... 15 days
Third Year..... 16 days
Fourth Year..... 17 days
Fifth Year..... 18 days
Sixth Year and Every Year Thereafter..... 19 days

2. Unused temporary leave shall be accumulative to one hundred thirty (130) days.

3. Temporary leave shall be interpreted to mean personal illness (including maternity), quarantine at home, or serious illness or death in the immediate family. For the purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law,

sisters-in-law, and legal guardians. A temporary leave form must be submitted to the Superintendent as soon as possible. Temporary leave may also be used for bereavement purposes, which may include non-family members. A temporary leave form must be submitted to the Superintendent prior to the absence, or in the case of a verbal approval, as soon as possible.

4. Upon request, employees shall be given a written accounting of accumulated temporary leave.

5. An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated temporary leave shall be granted a leave of absence without pay for the duration of such illness or disability for the balance of the current contract year. Such a leave of absence may be extended by a decision of the Board. The Board agrees to continue all fringe benefits provided for by this Agreement for the duration of this leave.

6. Sick leave shall not be used for elective or cosmetic surgery without a doctor's statement of need.

7. Temporary medical disability, the state of being unable to perform your duties because of a mental or physical disability, is always sick leave. Conditions other than being unable to work such as routine visits, checkups, and/or testing should be scheduled outside the school day or personal leave should be used. Call back appointments or medical appointments that can not be scheduled outside the school day would qualify as sick leave with the determination made by the employee.

8. Employees may take temporary leave in one-hour increments.

B. PERSONAL LEAVE

1. A leave of absence for up to two (2) full days with full salary shall be available per employee for each school year. The employee shall submit written notification of his/her intent to use such leave twenty-four (24) hours in advance except in the case of an emergency and then the employee must notify his/her building principal. Two teachers per building may use personal days on pre or post holidays or vacation days. Exceptions may be granted on an individual emergency basis.
2. Unused personal leave shall be accumulative to five (5) days.
3. The building administrator may request the reason for the personal days.
4. Whenever an employee will lose a personal day due to limit on accumulation, the employee will be paid for the day at the then existing substitute teacher pay rate.
5. Twelve (12) month employees shall have three (3) personal leave days per year, accumulative to five days.

C. ASSOCIATION LEAVE

An employee who must be absent from his/her regular instructional duties for the purpose of attending delegate meetings and/or business functions of the local area (JDC) of the State or National Education Association shall pay their own substitutes during their absences, but shall not have any pay deducted. This Association leave will be limited to a maximum of five (5) total school days per year. These five (5) days may be used by one (1) or more employees.

D. GENERAL LEAVE

Upon application to the Superintendent of Schools or his/her designee, the employee may be granted an unpaid leave of absence for up to one year pending suitable replacement. Leaves should be requested to coincide with normal breaks in the school year (quarters and/or semesters). Exceptions may be granted on an individual emergency basis.

ARTICLE 16
INSURANCE

A. The Board shall provide a single health insurance policy comparable to the coverage provided in 2003-2004 by the Wellmark Blue Cross-Blue Shield Alliance Select Health Insurance program for each full-time employee. This plan shall be a $200 deductible plan with 90/10 payments. Part-time employees (half-time or more, but less than full-time) shall receive payment of single coverage health insurance proportional to the amount of their contract. The Board shall provide a twenty-five thousand ($25,000) group term life insurance policy by a carrier of the Board's choice for each employee and LTD in an amount not less than provided for in the 2003-2004 policy. Employees may purchase additional life insurance if allowed by the carrier. The Board will absorb the cost of any increase in insurance.

B. The Board shall provide a single policy of Seabury and Smith Dental Insurance or its equivalent for each full time employee. Half-time teachers will receive one-half (1/2) payment of single coverage of Seabury and Smith Dental Insurance or its equivalent.

ARTICLE 17
EMPLOYEE SALARY

A. BASE SALARY

Base salary for the 2005-2006 school year shall be twenty two thousand seven hundred fifteen dollars ($22,715). The base salary for the 2006-2007 school year shall be twenty three thousand two hundred twenty five dollars ($23,225).

B. Increments will be four percent (4%) of the base vertically and horizontally. There shall be six (6) horizontal lanes: BA, BA+12, BA+24, MA/BA+42*, MA+12, and MA +24.

There are to be thirteen (13) vertical steps under BA, fourteen (14) lanes under the BA+12 and fifteen (15) lanes under the BA+24, MA/BA+42*, MA+12, and MA+24.

In addition to the above referenced vertical steps there will be a longevity increment equal to four percent (4%) of the base salary on step 18 of the BA lane, on Step 19 of the BA+12 lane, and on Step 20 and 25 of the BA+24, MA/BA+42*, MA+12, and MA+24 lanes.

The base salary lane is Step 1 of the BA lane.

In the event a substitute teacher cannot be secured, any teacher assigned to cover a class during his/her preparation period or free period shall be paid at a rate equal to one-fourth (1/4) of a daily substitute teacher. That rate shall be determined by the Board of Education.

*The first 24 hours can be recertification, seminars, workshops and graduate credits, but the last 18 hours must be from recertification, seminars, workshops, and graduate credits and must be approved in writing by the administration prior to enrolling in the course.

Written application without grades shall be made in the office of the Superintendent by September 1st. Official transcripts must be submitted by October 1st.

C. If an employee is to have his/her salary reduced it shall be at the rate of one-one hundred ninetieth (1/190th) of their regular salary as shown on schedule A.

D. Extended Contract Rate of Pay: Employees working beyond the normal work year shall be paid at the rate of one-one hundred ninetieth (1/190th) of their salary as shown on Schedule A.

E. Longevity steps shall be defined as numbers of years taught.

F. Teachers may elect to have their checks deposited directly into their accounts by notifying the Business Manager. It is the employee's responsibility to provide the Business Manager with the needed information for direct deposits.

H. Each employee shall be paid on the 15th and 30th of each month in equal installments. Employees shall receive their checks at their regular building on payday. When a pay date falls on a school holiday, or on a weekend, employees shall receive their paychecks on the last previous working day.

ARTICLE 18
SCHOOL NURSE AND DRIVER EDUCATION

A. NURSE SALARY
The hourly salary for the nurse shall increase by the same percentage as the total package increase. The hourly rate for 2005-2006 shall be $15.90.

B. HOLIDAYS
The school nurse shall receive the following six (6) paid holidays when they fall within the regular contracted year: Labor Day, Thanksgiving, Christmas, New Years, Easter, and Memorial Day.

C. DRIVER EDUCATION SALARY
The hourly salary for Driver Education Instructors shall increase by the same percentage as the total package increase. The hourly rate for the 2005-2006 school year shall be $16.80.

ARTICLE 19
TEACHING WORKDAY

The normal teaching workday for employees covered by this Agreement shall be 8:00 a.m. to 3:45 p.m. On days preceding holidays, early outs, and Fridays, employees will be allowed to leave as soon as the buses leave. Requests for exception must be submitted to the building principal.

ARTICLE 20
COMPLIANCE CLAUSES AND DURATION

A. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

B. RELEASE FROM CONTRACT
A teacher wishing to be released from his/her contract after June 1st shall be released only after a suitable replacement has been secured.

C. SEPARABILITY
Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then article, section, or clause shall be deleted from this Agreement to the extent that it violated the law. The Board and the Association shall enter into negotiation within thirty (30) days to replace said provision. The remaining articles, sections and clauses shall remain in full force and effect.

D. DURATION PERIOD
This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007. Negotiations will be open on the full contract for the 2005-2006 year.

E. SIGNATURE CLAUSE

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

PRESTON COMMUNITY EDUCATION ASSOCIATION	PRESTON COMMUNITY SCHOOL BOARD
_____	_____
Patty Schmidt, Lou Behrend PCEA Co-Presidents	Kenneth Lane, President Preston Board of Education
_____	_____
Patty Schmidt, PCEA Negotiator	Paul Tobin, Board Negotiator

SCHEDULE A
SALARY SCHEDULE
2005-2006

Base: $22,715.

Steps	BA	BA + 12	BA + 24	MA/BA + 42	MA + 12	MA + 24
1	1.00	1.04	1.08	1.12	1.16	1.20
	$22,715.	$23,624.	$24,532.	$25,441.	$26,349.	$27,258.
2	1.04	1.08	1.12	1.16	1.20	1.24
	$23,624.	$24,532.	$25,441.	$26,349.	$27,258.	$28,167.
3	1.08	1.12	1.16	1.20	1.24	1.28
	$24,532.	$25,441.	$26,349.	$27,258.	$28,167.	$29,075.
4	1.12	1.16	1.20	1.24	1.28	1.32
	$25,441.	$26,349.	$27,258.	$28,167.	$29,075.	$29,984.
5	1.16	1.20	1.24	1.28	1.32	1.36
	$26,349.	$27,258.	$28,167.	$29,075.	$29,984.	$30,892.
6	1.20	1.24	1.28	1.32	1.36	1.40
	$27,258.	$28,167.	$29,075.	$29,984.	$30,892.	$31,801.
7	1.24	1.28	1.32	1.36	1.40	1.44
	$28,167.	$29,075.	$29,984.	$30,892.	$31,801.	$32,710.
8	1.28	1.32	1.36	1.40	1.44	1.48
	$29,075.	$29,984.	$30,892.	$31,801.	$32,710.	$33,618.
9	1.32	1.36	1.40	1.44	1.48	1.52
	$29,984.	$30,892.	$31,801.	$32,710.	$33,618.	$34,527.
10	1.36	1.40	1.44	1.48	1.52	1.56
	$30,892.	$31,801.	$32,710.	$33,618.	$34,527.	$35,435.
11	1.40	1.44	1.48	1.52	1.56	1.60
	$31,801.	$32,710.	$33,618.	$34,527.	$35,435.	$36,344.
12	1.44	1.48	1.52	1.56	1.60	1.64
	$32,710.	$33,618.	$34,527.	$35,435.	$36,344.	$37,253.
13	1.48	1.52	1.56	1.60	1.64	1.68
	$33,618.	$34,527.	$35,435.	$36,344.	$37,253.	$38,161.
14		1.56	1.60	1.64	1.68	1.72
		$35,435.	$36,344.	$37,253.	$38,161.	$39,070.
15			1.64	1.68	1.72	1.76
			$37,253.	$38,161.	$39,070.	$39,978.
18	1.52					
	$34,527.					
19		1.60				
		$36,344.				
20			1.68	1.72	1.76	1.80
			$38,161.	$39,070.	$39,978.	$40,887.
23						
24						
25			1.72	1.76	1.80	1.84
			$39,070.	$39,978.	$40,887.	$41,796.

SCHEDULE A
SALARY SCHEDULE
2006-2007

Base: $23,225.

Steps	BA	BA + 12	BA + 24	MA/BA + 42	MA + 12	MA + 24
1	1.00	1.04	1.08	1.12	1.16	1.20
	$23,225.	$24,154.	$25,083.	$26,012.	$26,941.	$27,870.
2	1.04	1.08	1.12	1.16	1.20	1.24
	$24,154.	$25,083.	$26,012.	$26,941.	$27,870.	$28,799.
3	1.08	1.12	1.16	1.20	1.24	1.28
	$25,083.	$26,012.	$26,941.	$27,870.	$28,799.	$29,728.
4	1.12	1.16	1.20	1.24	1.28	1.32
	$26,012.	$26,941.	$27,870.	$28,799.	$29,728.	$30,657.
5	1.16	1.20	1.24	1.28	1.32	1.36
	$26,941.	$27,870.	$28,799.	$29,728.	$30,657.	$31,586.
6	1.20	1.24	1.28	1.32	1.36	1.40
	$27,870.	$28,799.	$29,728.	$30,657.	$31,586.	$32,515.
7	1.24	1.28	1.32	1.36	1.40	1.44
	$28,799.	$29,728.	$30,657.	$31,586.	$32,515.	$33,444.
8	1.28	1.32	1.36	1.40	1.44	1.48
	$29,728.	$30,657.	$31,586.	$32,515.	$33,444.	$34,373.
9	1.32	1.36	1.40	1.44	1.48	1.52
	$30,657.	$31,586.	$32,515.	$33,444.	$34,373.	$35,302.
10	1.36	1.40	1.44	1.48	1.52	1.56
	$31,586.	$32,515.	$33,444.	$34,373.	$35,302.	$36,231.
11	1.40	1.44	1.48	1.52	1.56	1.60
	$32,515.	$33,444.	$34,373.	$35,302.	$36,231.	$37,160.
12	1.44	1.48	1.52	1.56	1.60	1.64
	$33,444.	$34,373.	$35,302.	$36,231.	$37,160.	$38,089.
13	1.48	1.52	1.56	1.60	1.64	1.68
	$34,373.	$35,302.	$36,231.	$37,160.	$38,089.	$39,018.
14		1.56	1.60	1.64	1.68	1.72
		$36,231.	$37,160.	$38,089.	$39,018.	$39,947.
15			1.64	1.68	1.72	1.76
			$38,089.	$39,018.	$39,947.	$40,876.
18	1.52					
	$35,302.					
19		1.60				
		$37,160.				
20			1.68	1.72	1.76	1.80
			$39,018.	$39,947.	$40,876.	$41,805.
23						
24						
25			1.72	1.76	1.80	1.84
			$39,947.	$40,876.	$41,805.	$42,734.

SCHEDULE B
EXTRA DUTIES PAY SCHEDULE

All extra programs are subject to review on a year-to-year basis. All figures are a percentage of the base.

Years of experience are within the extra-duty assignment.

	Years Experience		
HIGH SCHOOL SPORTS	0	1	2
Athletic Director	12%	12.5%	13%
Varsity Football	11%	11.5%	12%
Assistant Football	7%	7.5%	8%
Varsity Basketball	11%	11.5%	12%
Assistant Basketball	7%	7.5%	8%
Volleyball	11%	11.5%	12%
Baseball	9.5%	10%	10.5%
Softball	9.5%	10%	10.5%
Track	8%	8.5%	9%
Golf	8%	8.5%	9%
Tennis	8%	8.5%	9%
Assistant (Volleyball, Track, Tennis, Golf, Baseball)	4.5%	5%	5.5%

	Years Experience		
JUNIOR HIGH SPORTS	0	1	2
Football	6%	6.5%	7%
Volleyball	6%	6.5%	7%
Basketball	6%	6.5%	7%
Track	4%	4.5%	5%
Softball	4%	4.5%	5%
Assistant Coach (Football, Volleyball, Basketball)	3%	3.25%	3.5%
Assistant Coach (Track)	2%	2.25%	2.5%

DIRECTORS

Instructional (Instrumental) Music	7.5%	
Vocal Music	7.5%	
Summer Band	7.5%	
Drama Director (Play)	5.0%	
Drama Assistant (Play)	1.5%	One per play, if needed
Drama Director (Musical)	3.25%	
Drama Assistant (Musical)	1.5%	One per play, if needed
Instrumental Music (Musical)	2.0%	
Vocal Music (Musical)	3.25%	
Pianist	$5.59	per hour
Speech Director	6.5%	

SPONSORS

Freshman Class	2%	
Sophomore Class	2%	
Junior Class	3%	
Senior Class	2%	
Newspaper	2%	
Yearbook	4%	
National Honor Society	1.5%	
S.E.S.	2%	
Thespians	1.5%	
High School Cheerleading	5%	(2% Football, 3% Basketball)
High School Student Council	3%	
High School Chaperone	2.5%	(If requested by coach)
Jr. High Cheerleading	2%	(1% Football, 1% Basketball)
Jr. High Chaperone	2%	(If requested by coach, 1% Volleyball, 1% Basketball)
Jr. High Student Council	2%	
FCCLA	2%	
Spanish Club	2%	
F.F.A.	2%	
Special Olympics Coordinator	2%	
TV Coordinator	7%	
Flags	1%	

All activity assignments are subject to participation. When few students are involved, the position may not be filled. When contest cannot be scheduled, the position may not be filled.

SCHEDULE C
GRIEVANCE REPORT FORM

Date Filed _____

Distribution Check Off:

____ Association
____ Grievant
____ Principal

Name of Grievant _____

STEP II

A. Date of Alleged Grievance _____

B. Section(s) of Agreement in Question _____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____

_____
Signature of Grievant

Disposition by Principal _____

_____

_____

_____
Signature of Principal Date

STEP III

A. _____
Signature of Grievant

_____
Date Received by Superintendent

Distribution Check Off:
____ Association
____ Grievant
____ Principal
____ Superintendent

B. Disposition by Superintendent _____

_____

_____
Signature of Superintendent

_____
Date

STEP IV

A. _____
Signature of Grievant

_____
Signature of Association Representative

Distribution Check Off:
____ Association
____ Grievant
____ Principal
____ Superintendent
____ Board President

_____
Date Submitted to Arbitration

_____
Date Received by Arbitration

B. Disposition and Award of Arbitrator _____

_____

_____
Signature of Arbitrator

_____
Date

2005-2006 PHASE II FUNDING
PCEA AND THE PRESTON BOARD OF EDUCATION

The undersigned parties do hereby agree to distribute Preston's share of the State's Phase II funding in the following manner:

A. Each teacher on staff as of September 1, 2005, for the 2005-2006 school year, will receive one (1) share for each year of teaching experience as indicated on the current salary schedule. The number of years experience shall not exceed the number of steps on the lane of the salary schedule in which the teacher is currently positioned. The same teachers will also receive one (1) share for each horizontal (educational lane) move made on the current salary schedule before September 1, 2005.

B. The total number of shares is to be divided into the available PHASE II funds after the District's cost of IPERS and FICA is deducted. This will determine the value of each share. This value will then be multiplied by the teacher's total number of shares to determine individual allotments.

C. Procedure for payment will be as follows: When the payment for Phase II is received by the school the amount will be shown to a representative of the PCEA for verification. IPERS and FICA will be calculated out and the remainder divided by the procedure defined in Sections A and B. After the allotment for each teacher is determined, separate quarterly checks will be written and distributed by the next regular pay period.

D. A representative of the PCEA and the Preston Administration/Board will meet as soon as possible after September 1, 2005 to determine the actual number of shares allotted for each employed teacher.

Patty Schmidt, Lou Behrend PCEA, Co-Presidents	Kenneth Lane, President Preston Board of Education