MID-PRAIRIE CSD/EA (SUPPORT) 06-07

WORKING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OF THE

MID-PRAIRIE
COMMUNITY SCHOOL DISTRICT

AND

MID-PRAIRIE
EDUCATION ASSOCIATION

CLASSIFIED STAFF

FOR

2006-2007

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ARTICLE I GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as a written allegation by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

2. A grievant is the employee or group of employees or the Association making the complaint.

3. A party in interest is the employee or employees making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, in order to resolve the complaint.

4. Days shall mean those days when employees are scheduled to be in attendance except during vacation periods when workdays shall mean days when the Superintendent's office is open for business.

B. Purpose and Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

2. The number of days indicated at each step shall be considered as a maximum and every effort shall be made to expedite the process. The failure of an employee, group of employees, 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. An administrator's failure to give a decision within the prescribed time limits shall permit the employee, group of employees or Association to proceed to the next step.

The time limits may be extended by mutual agreement.

3. All grievances must be presented within fifteen (15) workdays from the date of occurrence of the event giving rise to the grievance, or when the employee, group of employees, or the Association could reasonably have been aware of the grievance.

4. Any grievance not settled by the close of the school year shall be processed expeditiously, unless mutually agreed otherwise.

C. First Step

An attempt shall be made to resolve any grievance through an informal discussion between the grievant and the building principal or supervisor. If requested by the grievant, an Association representative may be present in this informal discussion.

D. Second Step

1. If a grievance is not resolved informally at the first step, the grievant shall file the grievance in writing with the building principal or supervisor within five (5) working days after the informal conference with said principal or supervisor. The written grievance shall be on the form set forth in Schedule A.

2. Within five (5) working days after the principal or supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the grievant and his/her representative, if requested, to discuss the grievance and attempt to resolve same.

3. The principal or supervisor shall have the right to have a representative or designee at such meeting. The principal or supervisor, or other Board representative, shall render such decision and communicate it in writing to the grievant, the Association, and the Superintendent within five (5) working days following the meeting between the principal

and the grievant.

E. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file an appeal of principal's or supervisor answer within five (5) working days of said written decision with the Superintendent and/or his representative. Within five (5) working days after the written grievance is filed, the grievant, the representative of the grievant, if desired, and the Superintendent and/or his representative shall meet in an attempt to resolve the grievance. The Superintendent and/or his representative shall file an answer within five (5) working days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee and/or the Association.

F. Fourth Step

If the grievance is not resolved satisfactorily in the third step, there shall be available a fourth step of impartial binding arbitration. The grievant and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) working days. If a demand for arbitration is not filed within twenty (20) working days of the third step reply, the grievance shall be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided here:

1. The Association shall submit, in writing, a request to the Board to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If

the two parties fail to reach agreement on an arbitrator within five 5) working days, the Federal Mediation Conciliation Service shall be requested to provide a panel of seven (7) arbitrators residing within a 300 mile radius of Mid-Prairie. This Request shall be in the form of a Written communication from the Association. Each of the two parties shall alternately strike one name at a time from that panel. The first strike shall be determined by lot. The remaining name shall be the arbitrator.

2. 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.

3. The decision of the arbitrator shall be submitted in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted within twenty (20) working 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 thereof. The decision of the arbitrator shall be binding on the parties.

4. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Board and the grievant or his/her representative.

G. <u>Others</u>

1. Participation in the grievance procedure shall not subject any representative or member of the Association or any other participant to reprisals of any kind by reason of such participation.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. All meetings and hearings held under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

4. It is agreed that when the employee, group of employees and his/her representative of the Association shall be required by a principal, the superintendent, the Board or an arbitrator to meet regarding a grievance during the workday, the employee, group of employees, or the Association shall be released without the loss of compensation.

5. The Board shall inform the Association, in writing, of any grievance filed by an employee or group of employees. Settlement of a grievance with an employee, or group of employees without representation by the Association, shall not set any precedent for settlement of future like grievances, unless agreed to by the Association.

ARTICLE II DUES DEDUCTIONS

A. Written Authorization

Upon receipt of a lawfully executed written authorization from an employee, which the employee may revoke at any time by giving thirty (30) days' written notice, the Board agrees to deduct the regular monthly Association dues of such employee from his/her salary and remit such deductions to the official designated by the Association in writing to receive such deductions. The Association will notify the Board in writing of the exact amount of such regular membership dues to be deducted.

B. Indemnify and Hold Harmless

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, Or judgments brought or issued against the Board as a result of provisions of this Article.

ARTICLE III WAGES AND SALARIES

A. Basic Compensation

The basic compensation of each employee shall be set forth in the salary schedule. If at the end of the year the employee has not worked the total hours upon which their contract was figured, because of something the district did, she/he may return and work the hours in question (overtime hours will be counted).

B. METHOD OF PAYMENT

1. Pay Periods - Each employee shall be paid on the 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

   All employees hired after July 1, 2006 will be required to have their checks direct deposited. All other employees are encouraged to use the direct deposit method as it eliminates lost checks or late checks due to closing of school.

   All employees will be paid over a twelve month period as per individual contract which will specify the number of days to be worked. Employees may specify in writing before contracts are issued if they would prefer to be paid by their time sheet. Employees hired during the year will be paid by time sheet.

   Overtime or additional pay will be paid monthly.

2. Exceptions - When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on The last previous working day.

3. Time Sheets and Extra Pay Vouchers - All employees are expected to submit their time sheets or extra pay vouchers to their building principal or supervisor on the 16th of the month or if that is a weekend or

holiday they should be submitted the next day following the non-school day. If no record is received within three days from the 15th of month, the employee will have to wait until the next regular pay period for their check.

C. EXPENSES OF TRAVELING EMPLOYEES

1. Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel. Employees will be paid for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to his/her first location or from the employee's last location to his/her home is greater than the distance between the employee's home and his/her base school, he/she shall be reimbursed for the difference in mileage. The same allowance shall be given for use of personal automobiles for field trips or other business required by the District if a District owned vehicle is not available.

D. OVERTIME PAY

1. Time and one-half will be paid to all hourly employees for all hours worked over 40 hours in one week and for all hours worked on Saturday, Sunday and holidays. In the case of holidays this will be in addition to holiday pay for that day.

2. Paid leave shall count toward hours worked.

3. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the employee. Such compensatory time shall be at time and one-half.

4. All overtime must have prior approval by immediate supervisor.

ARTICLE IV INSURANCE

A. Health and Major Medical Insurance

Each eligible employee, at the employee's choice, shall be covered by the group health and major medical insurance policy provided by the Board. Each employee may elect single coverage, full family coverage or no coverage. Each employee electing to take coverage shall pay the first five dollars **($5)** of the monthly premium. It is the employee's responsibility to complete the enrollment form to either apply for or deny coverage. Coverage of eligible employees will start the first of the month after the month in which their contract begins. The Board's contribution to the eligible employee's insurance plan will end in the month of the last working day of the employee. Employees resigning in the summer will be required to repay the district for its contribution to their insurance plan retro-active to the month of their last regular working day.

The Board shall contribute the balance of the cost of the premium for employees working 35 hours or more who elect single coverage under the Blue Cross/Blue Shield **1250** Alliance Select Plan, $100.00 per month toward the premium for employees that work less than thirty-five (35) hours but at least thirty (30) hours per week, and $85.00 per month toward the premium for employees who work less than thirty (30) hours but at least twenty (20) hours per week. Employees shall elect payroll deduction for their portion of the premium. Members of a family shall be covered only once by the group health and major medical insurance policy provided by the Board.

The District will also pay co-insurance at the following maximum rates if the employee or dependents are admitted to the hospital.

Full-time employees up to $500.00
Part-time employees up to $250.00

These are maximum amounts as the employee may have satisfied some of the co-insurance amount before entering the hospital. The co-insurance will be paid directly to the hospital after a bill has been received by the District Business Manager.

The employee's deduction for health insurance shall be calculated for the entire year and divided by the number of pay periods that employee receives.

B. Life Insurance

The Board agrees to provide life insurance benefits of $25,000 to eligible full-time employees and to provide life insurance benefits of $12,500 to employees that work less than full-time but at least half time or twenty (20) hours per week.

C. Long Term Disability

The Board agrees to provide a long term disability policy to all employees that work twenty (20) hours or more per week. Benefits shall begin as specified in the policy. The policy shall pay 60% of the employee's individual salary up to monthly maximum benefit of $1,800.00.

D. Dental Insurance

Dental insurance may be purchased at the employees own expense if allowed by the Health Insurance carrier.

E. Coverage

All insurance benefits and coverage shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurance.

Coverage eligibility, coverage periods, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier.

F. Selection of Carriers

All insurance carriers shall be selected by the Board.

G. Description

The Board shall provide each employee a description of insurance coverage provided herein within thirty (30) days of the beginning of the school year, or date of employment, or when available from the insurance carrier, which shall include a description of conditions and limits of coverage as provided above.

H. Anniversary Date

The anniversary date for all employee group insurance policies will be July 1.

I. Continuation

1. If the insurance carrier will allow the group insurance coverage to be continued during any unpaid leave of absence, the employee may exercise this option of continued coverage by paying the full premium, for each coverage, to the Board. This privilege shall expire at the termination of the leave.

2. If the insurance carrier will allow the group insurance coverage to be continued, retiring employees shall have the option of continued coverage by paying the full premium, by the 20th of the month, for each coverage, to the secretary of the Board.

ARTICLE V PHYSICAL EXAMINATIONS

Physical examinations shall be required of all personnel upon their initial appointment and shall be performed by a licensed physician. After this initial examination, the employee shall have an additional examination as required by the Board.

Additionally, employees, whose health may be in doubt in the opinion of the Board, shall present satisfactory examination results when requested to do so. With each such examination, the employee is to return a form signed by the examining physician certifying said employee is able to return to work. This certification form will be supplied by the Board along with a health record form to complete.

Forms covering examinations made upon initial employment and as required thereafter must be on file in the Board's central office before September 15th. Forms covering all other examinations must be supplied within thirty (30) days of the date on which the examination was requested by the Board.

The Board shall pay the costs of these physical examinations to the maximum of $25.00 per employee. If an employee has health insurance coverage with the District group insurance program and that program covers one physical per year for the employee then the employee will submit the charges for the school physical to their insurance company first and the district will pay the difference or deductible up to an amount not to exceed $25.00. The Board shall not be required to reimburse any employee for further examinations and/or subsequent treatment where a required examination discloses a health problem, except where an examination for TB is required which will be paid in an amount not to exceed an additional $25.00 if not covered by the above mentioned $25.00.

Bus driver physicals will be paid up to $75.00 and must be administered by the provider specified by the Board.

ARTICLE VI HOLIDAYS AND VACATIONS

A. Full-time Employees

All full-time and 35-40 hour employees shall be entitled to the following seven (7) holidays:

1. Labor Day
2. Thanksgiving Day
3. The day after Thanksgiving
4. Christmas Day
5. New Year's Day
6. Memorial Day
7. **One Day to be Determined (for 2007 Martin Luther King Day)**

All 30-34 hour employees shall be entitled to a total of four holidays (Labor Day, Thanksgiving, Christmas and New Years Day).

All 0-29 employees shall be entitled to a total of three holidays (Thanksgiving, Christmas and New Year's Day).

All twelve (12) month employees shall also be entitled to Independence Day as a paid holiday.

Holiday pay will be computed on the employees regular contracted hours.

B. Duties on Holidays

No employee, except for emergencies, shall be required to perform duties on any of the above holidays.

C. Twelve Month Employee Vacation Time

Twelve (12) month employees shall receive paid vacation time. Said vacation time may be used by eligible employees during the summer subject to the immediate supervisor's approval. Where more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested time, the affected employee having the greatest seniority shall have priority in scheduling vacation date(s).

D. Vacation Denied

If an employee is denied vacation time, such vacation time may be accumulated from year to year up to a maximum of ten (10) work days total. Upon termination an employee shall be paid for all unused vacation time based his/her then current rate of pay. Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule:

Years Employed	Vacation Time
Less than 1 yr.	0
1 - 2 years	1 week
2 - 5 years	2 weeks
6 -11 years	3 weeks
12 years and over	4 weeks

ARTICLE VII LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave days with pay shall be granted each regular full-time employee according to the following schedule:

The first year of employment	11 days
The second year of employment	12 days
The third year of employment	13 days
The fourth year of employment	14 days
The fifth year of employment	15 days
The sixth and subsequent years of employment	16 days

The above sick leave entitlement shall apply only to consecutive years of employment in the Mid-Prairie Community School District. Sick leave may accumulate from year to year to a maximum of one hundred thirty (130) days. The administration will supply each employee with a written statement of accumulative sick leave by October 15.

2. When an employee will be absent from work, he or she shall, irrespective of whether the employee is entitled to receive sick leave benefits, give notice to the principal or the person designated by the principal to receive such notice. If the absence is for consecutive days, the principal or his/her representative shall be notified of the probable date of return.

3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a medical doctor's certificate of health prior to returning to work in order to protect the health and well-being of students and fellow employees. If required, the district will pay the employee's cost of obtaining the required certificate.

4. The Board may require substantiation by medical examination of any illness or injury and/or the period of time the illness or injury renders the employee incapable of performing the employee's assigned duties. The Board will assume the cost incurred by the employee in securing such a substantiation.

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

6. If a physical injury (but not an illness) is incurred in the course of employment, precluding the employee from performing assigned duties, said injury is compensated under workman's compensation insurance, the Board will pay the net difference between the workman's compensation benefits and the per diem salary for days lost on account of the injury which prevented the performance of duties, but in no extent extending beyond a ninety (90) day calendar period. Any such payments of differences shall be charged against sick leave.

B. Personal Leave

At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify the principal or supervisor in writing at least five (5) days in advance, except in cases of emergency. Leave the day before or the day following a holiday or vacation period, or during the first or last five (5) days of school may be granted by the superintendent. Personal leave may not be used for the purpose of extending a vacation. One (1) day of unused personal leave shall accumulate to the next year with a maximum being four (4) personal leave days per year. If more than two (2) employees in one building shall request personal leave on the same day, the third and subsequent request shall be granted providing substitutes can be secured.

C. Family Sick Leave

Family sick leave of three (3) days per year may be granted for an illness to the employee's spouse, children, step children, parents, step parents, and grand children, and grandparents. The illness must be serious enough to require the presence of the employee. Family sick leave requires prior approval by the superintendent. This requirement will be waived in cases of emergency. This leave is subject to the employee's submission of a written statement of reason for such leave and approval by the superintendent on the basis of the submitted reason(s). Additional days may be granted at the discretion of the superintendent for unusual circumstances.

D. Unpaid Leave

Each employee shall receive three (3) days of unpaid leave. If more than two (2) employees in one building request unpaid leave on the same day, the third and subsequent requests shall be granted providing substitutes can be secured. Application for unpaid leave must be in writing at least ten (10) days in advance. Unpaid leave may be granted the day before or the day following a holiday or vacation, or during the first or last five (5) days of school at the discretion of the superintendent for unusual circumstances.

E. Bereavement Leave

When an employee is absent from work due to a death in the employee's immediate family, the Board will pay the employee the regular rate of pay up to a total of five (5) consecutive days. The employee may choose to use three (3) days at the time of the funeral and two (2) days later for settlement of the estate, if necessary. The immediate family shall be construed to mean the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household.

With permission of the Superintendent, a day may be granted at any time for attending the funeral of a close friend or distant relative.

In the event of the death of any employee or student in the Mid-Prairie School District, the principal or any supervisor of that employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

F. Professional Development Leave

Request for leave for educational purposes must be submitted to the principal or supervisor in writing at least one (1) week in advance of the day(s) to be used. All requests for such leave are subject to approval of the Superintendent. Profession Development Leave shall not accumulate from year to year.

G. Association Leave

Up to the combined total of six (6) days of leave with pay may be granted to representatives of the Association to attend conferences, conventions or other activities, of local, state, or national affiliate organizations. A request for Association leave must be made in writing to the Superintendent no less than fourteen (14) days in advance of day(s) to be used as Association leave. Any such request shall be subject to the approval of the Superintendent. Association leave shall not accumulate from year to year.

H. Jury Duty

Employees required to report for or serve in jury service on any workday shall be paid per diem for each such day for any one tour of jury duty, less any remuneration received by the employees for said jury duty, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which the employee claims payment.

When an employee is excused from jury service, either temporarily or permanently, on any workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of work in the workday, if required.

I. Family Leave

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family as defined in Bereavement Leave. Approval of this leave shall be subject to a physician's statement indicating the necessity for the employee's presence in caring for the sick or injured member of the immediate family. Additional leave may be granted at the sole discretion of the Board.

J. Parental Leave

All employees shall be eligible for a parental leave, without pay, of up to one (1) year, subject to the approval of the superintendent. Parental leave is for the purpose of caring for children for whom employee has primary responsibility.

Upon returning to employment from an extended leave of

absence, the employee shall be placed in a similar position as when last employed. Sick leave accumulation and personal leave accumulation earned as of the beginning of said extended leave shall be available to the employee upon return. No accrual of sick leave or personal leave benefits shall be awarded while the employee is on leave. Any employee, upon return from an unpaid leave, shall be credited with such allowable insurance benefits as he/she earned as of the commencement date of his/her leave, to the extent allowed by insurance policies.

K. Other Leaves

Leaves in addition to those provided above may be granted for reasons and upon conditions deemed appropriate, solely at the discretion of the Superintendent or designee. Application for such leave must be made in writing and approval by the Superintendent or designee must be secured in advance.

L. Seniority

Seniority will continue to accrue during leaves of absence as if no break in employment had occurred.

M. Recording of All Leaves

All employees' leaves except non-paid leaves will be deducted in whole days or one-half days. No leaves will be recorded by the hour. If an employee uses less than a half-day of an approved leave, they have the option to have that time deducted from their pay or deducted one-half day from their accrued leave. A leave form must be submitted to the principal or supervisor for any type leave. Failure to complete a leave form will mean the time off will be deducted from pay.

N. Prorating Leaves

New Employees must be active employees for twenty (20) working days before receiving any paid leave. Employees hired after the start of the contract year will receive a prorated amount of each leave as stated below.

Starting month	Sick	Personal	F.Sick L.	Bereavement
Custodians				
July	11	3.0	3.0	5.0
August	10	3.0	3.0	5.0
September	9	2.5	2.5	4.5
October	8	2.5	2.5	4.5
November	7	2.0	2.0	4.0
December	6	2.0	2.0	4.0
January	5	1.5	1.5	3.5
February	4	1.5	1.5	3.5
March	3	1.0	1.0	3.0
April	2	.5	.5	3.0
May	1	.5	.5	2.5
June	0	0	0	2.5

Nine month employees

	Sick	Personal	F.Sick L.	Bereavement
September	11	3.0	3.0	5.0
October	10	3.0	3.0	5.0
November	9	2.5	2.5	4.5
December	8	2.5	2.5	4.5
January	7	2.0	2.0	4.0
February	6	2.0	2.0	4.0
March	5	1.5	1.5	3.5
April	4	1.5	1.5	3.5
May	3	1.0	1.0	3.0
June	0	0.0	0.0	0.0

ARTICLE VIII HOURS

A. Meal Break

Except for bus drivers, the work day shall include a scheduled meal break of twenty minutes for all employees that work more than twenty hours a week. Night custodians must establish with their building principal when their meal break will be taken. For security purposes they must remain in their building or on the grounds through the meal break if the building is being utilized for activities during their shift.

B. Breaks

Except for bus drivers, all employees will be entitled to two (15) minute break times, except that an employee working less than one-half of the normal work day may receive one (1) fifteen (15) minute break time. Employees working overtime will be entitled to an additional fifteen (15) minute break time for every two (2) hours worked.

C. Closing of Schools

Employees, except custodians, will not be required to be present to perform assigned duties on an otherwise scheduled work day if all of the schools of the District are officially closed by the Board on account of inclement weather or other emergency. Where, however, one or more school buildings but less than all school buildings of the school district, are closed on account of a mechanical breakdown or other emergency, the employee may nevertheless be required by the Board to report and perform similar duties in another building which has not been closed. Employees called in for emergency situations shall be paid for a minimum of one hour's pay. At the discretion of the Board, additional school days may be scheduled to make up school days lost on account of inclement weather or other emergency.

D. Overtime

If overtime is offered, it shall be offered as equally as possible among employees within each department.

E. Negotiations

If contract negotiations are necessitated during normal school hours, the required participating employees shall suffer no loss in pay or other benefits.

F. Calendar

Support staff members serving on the IBB bargaining team.

ARTICLE IX EMPLOYEE REDUCTION PROCEDURES

A. Reduction Necessary

Whenever a reduction in employees is deemed necessary by the Board, employees affected by such reduction will be notified in writing by the Administration. Such notice will be furnished to the employee(s) affected at least thirty (30) days prior to the lay off date.

B. Position Eliminated or Reduced

If a position is to be eliminated or reduced, the Board shall first reduce or terminate temporary or probationary employee positions within the department. If further reductions are necessary, notice of reduction shall then be given to the least senior employee in the department.

Departments are defined as follows:

Secretaries	Crossing Guard
Custodians	Mail Courier
Library-Media Secretaries	Latchkey Coordinator
Teacher Associates	Lead Cook
Category I	General Cook
Category II	Cook's Helper
Hearing Impaired	Bus Drivers

In the event the least senior employee in a department is required to hold special/mandated qualifications for the position, then they can only be displaced if qualified current staff is available to fill that position.

In order to comply with the seniority provision of this article, the Board and Association recognize that transfers of employees may be required. Such transfers shall be made as provided in Article X, Transfer Procedures.

C. Recall

If there is a vacancy in the employee's job category (department), laid off or reduced employees will be recalled in the order of the person with the most seniority being recalled first.

D. Recall Notification

An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the school district's records. Any such notice shall be considered received by the employee on the date the return receipt is signed. It shall be the responsibility of each employee on layoff to keep the board advised of his/her current address. Within ten (10) calendar days after an employee receives his/her notice of re-employment, he/she must advise the Board in writing the he/she will be able to commence employment on the date specified in such notice. Any an all re-employment rights granted to an employee on layoff shall be terminated upon such employee's failure to accept within (10)days. In the event the certified mail is returned undeliverable, the employee's recall rights will terminated fifteen (15) calendar days after the date or the original mailing. However if the position being offered is less time than the employee's previous position, the employee may decline the offer in writing within ten (10) calendar days of receipt without loss of recall rights.

E. Individual Contracts

All employees should receive individual contracts by May 15 for the following year's employment. Employees scheduled for significant reduction in their contracts will be notified as soon as is practicable by the admin.

F. Sick Leave and Benefits

Recalled employees shall be credited with all sick leave and benefits entitlements previously earned upon reinstatement.

G. Seniority

Recalled employees shall continue to accrue seniority as if no break in employment had occurred.

H. Re-employment Period

Employees shall retain their rights to re-employment after a layoff for a period of eighteen (18) months following the date of the layoff.

ARTICLE X TRANSFER PROCEDURES

A. Sole Discretion

The Board has sole discretion in the recruitment, assignment, and transfer of employees of the District. Changes in the assignment of any employee may be made by the Board through its Superintendent at any time.

B. Transfer Notice

Employees scheduled to be transferred will be given a seven (7) calendar day notice by the administration.

C. Vacancy Defined

A vacancy shall be defined as any position, either newly created or present position that is not filled.

D. Vacancy Posted

All vacancies shall be posted in each building of the district where employees work for a period of six (6) working days prior to filling the position. Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period. The consideration of an employee for transfer to a vacant position shall be based on qualifications, as determined by the Board. However, current employees applying for transfer to a vacant position shall be given preference over outside applicants when qualifications are determined by the Board to be equal. When qualifications are determined to be equal between two employees requesting transfer to the same position the most senior employee will given first consideration for transfer.

E. Involuntary Transfer

When a position is to be filled by means of an involuntary transfer after June 15th or during the summer months, one (1) day of extended contract at 80%

on one day's wages will be grant to the employee at the beginning of the new school year to aid in preparation for the new position.

F. Notification on Involuntary Transfer

In cases where involuntary transfers are deemed necessary by the Board, it is understood that the Board has the authority to make such transfers. When a position is to be filled by means of involuntary transfer, an employee shall be notified, and if requested shall be entitled to a conference with the Superintendent or designee to discuss the reasons for said transfer.

G. Summer Months Vacancy

If a vacancy occurs during the summer months, June 1 through Sept. 1, the district shall send a notice about such vacancy to the Association President. Then the Association President will notify those interested parties that have left their name or phone number with the Association.

H. Food Service Vertical Transfer

If an employee in the food service department makes a vertical transfer up, the salary will be adjusted by one-half the difference in base pay or be given the starting base, whichever is greater.

ARTICLE XI EMPLOYEE EVALUATION PROCEDURES

A. Informed of Evaluation Procedures

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the supervisor with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

B. First Two Years of Employment

The performance of employees in their first two years in the District shall be formally evaluated a minimum

of one (1) time each year and after two years minimum of once every other year or as deemed practical and necessary by the supervisor or his/her representative.

C. Formal Evaluation

The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation. Both parties shall sign a written evaluation and a signed copy shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of content. The employee shall have the right to submit an explanation or other written statement regarding any evaluation inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference.

D. Complaints

Any complaints directed toward an employee which are placed in their personnel file are to be called to the employee's attention in writing within ten (10) days of the complaint.

E. Review of Personnel File

An employee, presently under contract, shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file.

F. Evaluation of Grievance

An employee who has been evaluated has the right to grieve such evaluation on the grounds that the evaluation criteria have been ignored or inaccurately applied, or that the specified evaluation procedures or methods have not been followed.

G. Personnel File

The only evaluative material which may be place in the employee's personnel file shall be as follows:

1. Formal/informal written evaluations;

2. Statements or letters of commendations;

3. Letters of discipline from the administration which shall include an explanation for the discipline, an optional written response from the employee, the signature of the employee to signify awareness of the discipline, and the length of time the administration deems the letter of discipline shall remain in the employee's file;

4. Physical exams;

5. Required licenses or training records;

6. Letter of application and application form.

ARTICLE XII EMPLOYMENT STATUS DEFINED

A. Probationary Period

The probationary period for all new employees of the Mid-Prairie Community School District shall be ninety (90) days. The probationary period for custodians must include ninety (90) days while school is in session.

B. Employee Status

1. FULL-TIME: An employee who is employed at least forty (40) hours per week.

2. PART-TIME: An employee who is employed less than forty (40) hours per week.

ARTICLE XIII SENIORITY

A. Definition of Seniority

Seniority shall be defined as the years of continuous service within the District. Accumulation of seniority shall begin on the employee's first day of hire. In the event that more than one individual has the same number of years, then the date of hire, shall determine the more senior employee on the seniority list. Casting of lots will be used to determine position on the seniority list to break a tie for those with the same date of hire. This shall be done at the time seniority is used in making choices among employees.

B. Seniority of Part-time Employees

Part-time employees working twenty (20) hours per week or more shall accrue seniority at the same rate as full-time employees. Part-time employees working less than twenty (20) hours per week shall accrue seniority at one-half the rate of full-time employees.

C. Seniority List

The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District where employees work, within thirty (30) days after the effective date of this agreement with revisions and updates prepared and posted annually on or about September 30th. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

ARTICLE XIV DISMISSAL PROCEDURE

A. Probationary Period

The first ninety (90) calendar days of active employment of an employee is a probationary period during which period there shall be no responsibility on the part of the District for the continued employment of the employee, and the termination of such probationary employees shall not be subject to challenge or made the subject of grievance. The probationary period for custodians must include ninety days of the year when classes are in session.

B. Notice of Termination or Dismissal

1. An employee being terminated or dismissed from any position, shall be notified in writing by the Superintendent or designee of such termination or dismissal seven (7) calendar days prior to termination, unless the employee is a danger to himself/herself or a hazard to other employees, school property, or has violated a state or federal law. Any employee who has received such notice of termination or dismissal shall be entitled to a meeting with the

Superintendent or designee to discuss the termination or dismissal provided a written request for a meeting is received in the office of the Superintendent or designee within five (5) working days following the employee's receipt of such notice.

C. Hearing

After meeting with the Superintendent or designee, the employee shall be entitled to a hearing before the Board to discuss the termination or dismissal, provided a written request is received in the office of the Secretary of the Board within five (5) working days after the meeting between the employee and the Superintendent or designee. The Board shall have the final decision in determining the employee's employment status.

ARTICLE XV HEALTH AND SAFETY

A. Protective Equipment

The Board will provide the employees with such individual protective equipment as may be specifically required by express provisions of safety and health standards applicable to the school district, for use by employees in the course of their employment by the Board. If any such equipment is damaged or lost on account of employee negligence, the cost of replacement shall be borne by the employee. Such equipment must be used by employees in accordance with instructions by the Board.

B. Unsafe and Hazardous Conditions

All employees have the obligation to call attention to the Board in writing of any suspected unsafe or hazardous conditions. The Board shall respond in writing to the employee reporting the unsafe or hazardous condition, stating what action, if any, it will take to remedy the condition.

C. Use of Reasonable Force

If, in the course of employment, the employee is assaulted or encounters a threatening situation involving either an assault upon a student or damage to school property, the employee may use such amount of force as is permitted by law and is reasonable and necessary in the circumstance, for the purpose of self defense, and for the protection of person and property.

D. Employee's Report of Personal Physical Assault

In the event that an employee is physically assaulted by a student, parent or other employee while performing assigned duties, the employee shall immediately advise his/her principal or supervisor of that assault and shall provide any and all information and assistance pertaining thereto as may be requested by the Board or law officials.

E. Liability Insurance

The Board shall continue in effect, liability insurance policies covering employees during performance of their assigned duties.

ARTICLE XVI RECOGNITION

The Board hereby recognizes the Association, (affiliated with the East Central Uniserve Unit, with the Iowa Education Association and with the National Education Association), as the sole and exclusive bargaining representatives for personnel set forth in the PERB certification instruments, Case #2980 dated August 23rd, 1985. The foregoing recital of affiliated organizations shall not be construed to extend any representative status, rights or obligations to said organizations. This certification instrument sets

forth the following inclusions in and exclusions from the bargaining units.

Included: The following non-professional classifications of employees: transportation employees, food service employees, custodians, secretaries, teacher associates, library media secretaries, crossing guards, mail courier, and latch key coordinator.

Excluded: The following professional personnel: Superintendent, building principals, athletic director, gifted program coordinator, board secretary/business manager, superintendents secretary, transportation director, assistant transportation director, classroom teachers, special education teachers, special resource staff, media specialists, counselors, nurse, substitutes, business manager's secretary, Director of Maintenance, Director of Nutrition, and all other persons excluded by section 4 of the Act.

ARTICLE XVII ASSOCIATION RIGHTS

The Mid-Prairie Educational Support Staff Association, its members and other employees, shall have the right to make reasonable use of school buildings and facilities for meetings and such equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, computers and all types of audio visual equipment, when such equipment or facilities are not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. Meetings will be scheduled with the building administrator and his/her approval secured in advance.

ARTICLE XVIII COMPLIANCE

A. Saving Clause

If any provision of this agreement is held to be inconsistent with the Code of Iowa or in violation of federal law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions shall continue in full force and effect.

B. Waiver

The Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under the law to negotiate for any matter during the term of this agreement. Both parties, by mutual agreement, may modify and amend said agreement, but such modification or amendment must by signed by both parties, and if not, the contract as written is binding.

C. Duration Period

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

For contracts taking effect in July of an even number year: any and all articles may be opened for negotiations by either party notifying the other party of its desire to discuss possible modifications, including a list of the articles it desires to change.

For contracts taking effect in July of an odd numbered year: only the following articles will be opened:
Article III (Wages and Salaries)
Article IV (Insurance)

D. Signature Clause

In witness thereof 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 17th day of July, 2006.

MID-PRAIRIE EDUCATIONAL SUPPORT STAFF ASSOCIATION	MID-PRAIRIE SCHOOL DISTRICT
BY Joyce J. Oswald President	BY Bonnie Mosley President
BY Joyce J. Oswald Chief Negotiator	BY Mark G. Schwiebert Chief Negotiator

SALARY SCHEDULE C 2006-2007

All wages of secretaries, custodians, library-media secretaries, teacher associates, crossing guards, latchkey coordinator and food service workers will be increased by forty nine cents (.49) per hour for (2006-2007). Secretaries will receive an additional fifty cents (.50) for (2006-2007) only.

Library media secretaries and teacher associates that provide proof of college degree or certification as an Iowa State Para Educator by September 15th, will for the current year receive an additional fifty cents (.50) per hour. All decisions about who qualifies for the fifty cents (.50) will be made by the administration. All classes taken by para-educators must be pre-approved by the superintendent in order to qualify for the additional fifty cents (.50). Evidence of successful class completion must be submitted before September 15th in order to qualify for the additional fifty cents (.50) during the current year.

Staff not taking health insurance all year (July thru June) will receive a ($85.00) stipend if full-time and $42.50 if part-time working more the half-time. The stipend will be paid in the June payroll period.

Newly hired employees shall be hired on the schedules below. New employees shall start on the base.

Base Salary Schedule

Secretaries	
Secretaries I High School/Middle School	$11.00
Secretaries II (Elementary or 2nd Secretary)	$10.50
Library-Media Secretaries	$9.96

Custodians	
Lead Custodians	$11.82
Custodians	$10.92

Cooks	
Lead Cook	$12.01
General Cook	$10.21
Cook's Helper	$9.71

Teacher Associates	
Category I	$9.71
Category II	$10.61

Other Support Staff	
Hearing Impaired	**
Crossing Guard	**
Mail Courier	**
Latchkey Coordinator	**

** Salary as agreed on by district and association.

BUS DRIVERS			
Wage scale	Base	Step 1	Step2
Years of experience	0	1-2	3-4
Hourly rate	$11.49	$12.53	$13.23
Daily rate	$45.96	$50.12	$52.92

LONGEVITY PAY

All employees will receive longevity pay of 3 cents per hour per each year up to twenty (20) years of continuous service.

New employees will receive a full year credit if hired before January 1 of the school year.

If approved by the principal or supervisor, custodians will be paid a minimum of one (1) hour pay for emergency call in, snow removal or building checks.

Bus Drivers

The Board will place bus drivers on the appropriate step in accordance with their driving experience and/or seniority.

When drivers lose their route to take an activity trip they will be paid their normal hourly rate for the first two hours, then be paid at the rate of ten dollars and fifty cents ($10.99) per hour on the balance of hours. The drivers must be paid a minimum of forty one dollars ($41.00) if they lose their route. A minimum of ten dollars and fifty cents ($10.99) will be paid for all other activity trips.

Late night shuttles will be paid at the rate of fourteen dollars and eighty nine cents ($14.89) per trip. Overload shuttles shall be paid eleven dollars and eighty nine cents ($11.89) per trip.

Bus drivers will receive a twelve (12) month contract based on 178 days of school plus two holidays times four hours per day. If a driver has a route that takes over four hours they will be paid their scheduled hourly rate.

The school district will reimburse all license fees required of bus drivers after they have completed their work year for any year in which the driver must renew their license. This will include CDL, all required endorsements including airbrakes, up to what the renewal cost is to the driver for a two (2) or four (4) year license. The additional paid by the district will be the excess over the cost of a regular passenger car license.

The district will pay for all class time over four hours per day at ten dollars and fifty cents ($10.99) per hour and class registrations fees.

All newly hired bus drivers will start at the base salary.

Any bus driver that has attained the step 2 pay level will be required to drive a route which is a minimum of 50 miles per day.

SCHEDULE A
GRIEVANCE REPORT

_____
Date filed

Mid-Prairie School District

_____Building

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

_____
Name of Aggrieved Person

==========
=

STEP 2

A. Date violation occurred:

_____

B. Section(s) of contract or policy violated:

_____

C. Statement of grievance: _____

_____

_____

D. Relief sought:

_____

_____

_____

_____
Signature Date

E. Disposition by immediate supervisor:

_____

_____

_____

_____

_____ _____

Signature of Supervisor Date

STEP 3

A. Signature of Aggrieved Person:

_____

Date Received By Superintendent:

_____

B. Disposition by Superintendent or Designee:

_____

_____

_____

_____

Signature of Superintendent Date

STEP 4

A. Signature of Aggrieved Person

_____

Signature of Association President

_____

B. Date Submitted to Arbitration

_____

Date Received by Arbitrator

_____

C. Disposition of Award by Arbitrator

_____

_____

_____

_____

_____

Signature of Arbitrator Date

SCHEDULE B
DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll Deduction for Mid-Prairie Education Association Dues

_____
First Name Initial Last Name

I hereby request and authorize the Board of Education of the Mid-Prairie School District as my remitting agent, to deduct from my earnings each pay day, unless this authorization is revoked as provided herein, $_____ to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Mid-Prairie Education Association.

It is understood that this authorization shall begin on the first payroll period following submission to this form. This authorization shall be terminable at any time by the employee giving at least thirty (30) workdays, but not more than sixty (60) workdays written notice to the Board and the Association.

_____ _____
Date Signature

_____
Social Security Number