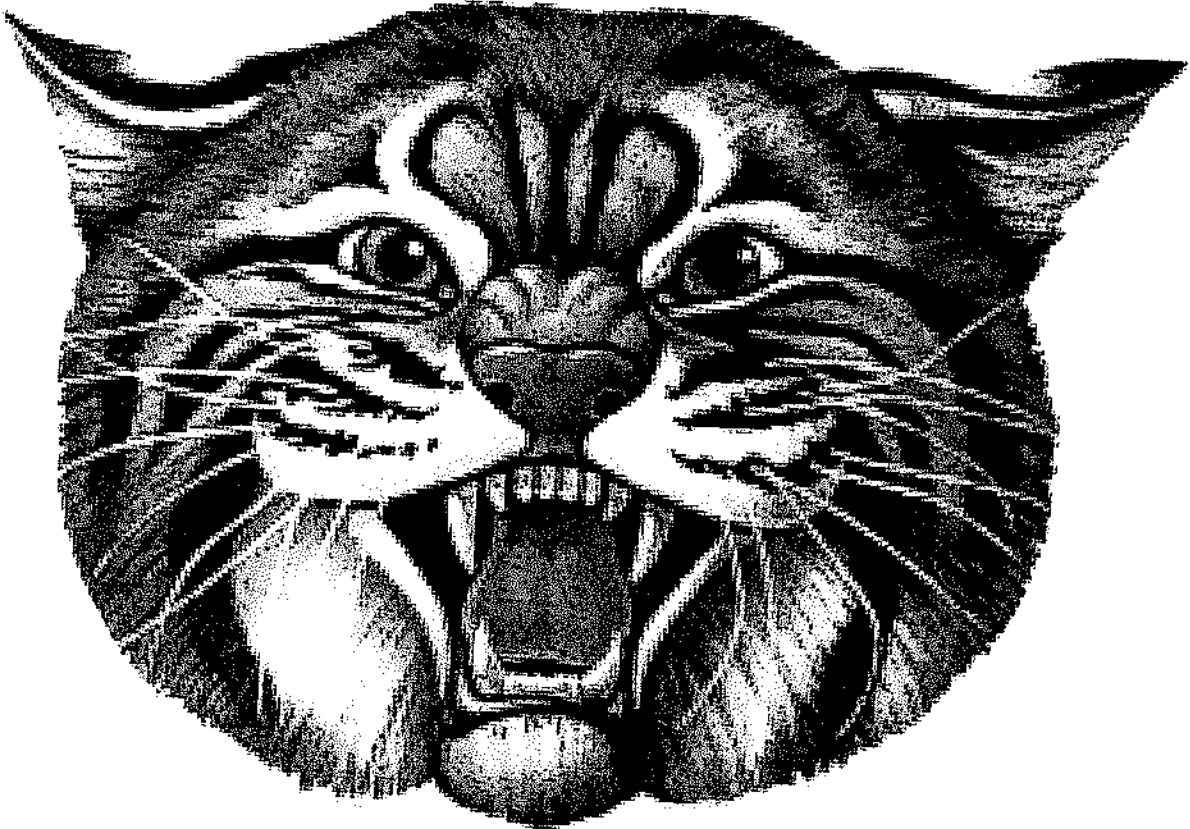




**2016/2017  
MASTER CONTRACT**

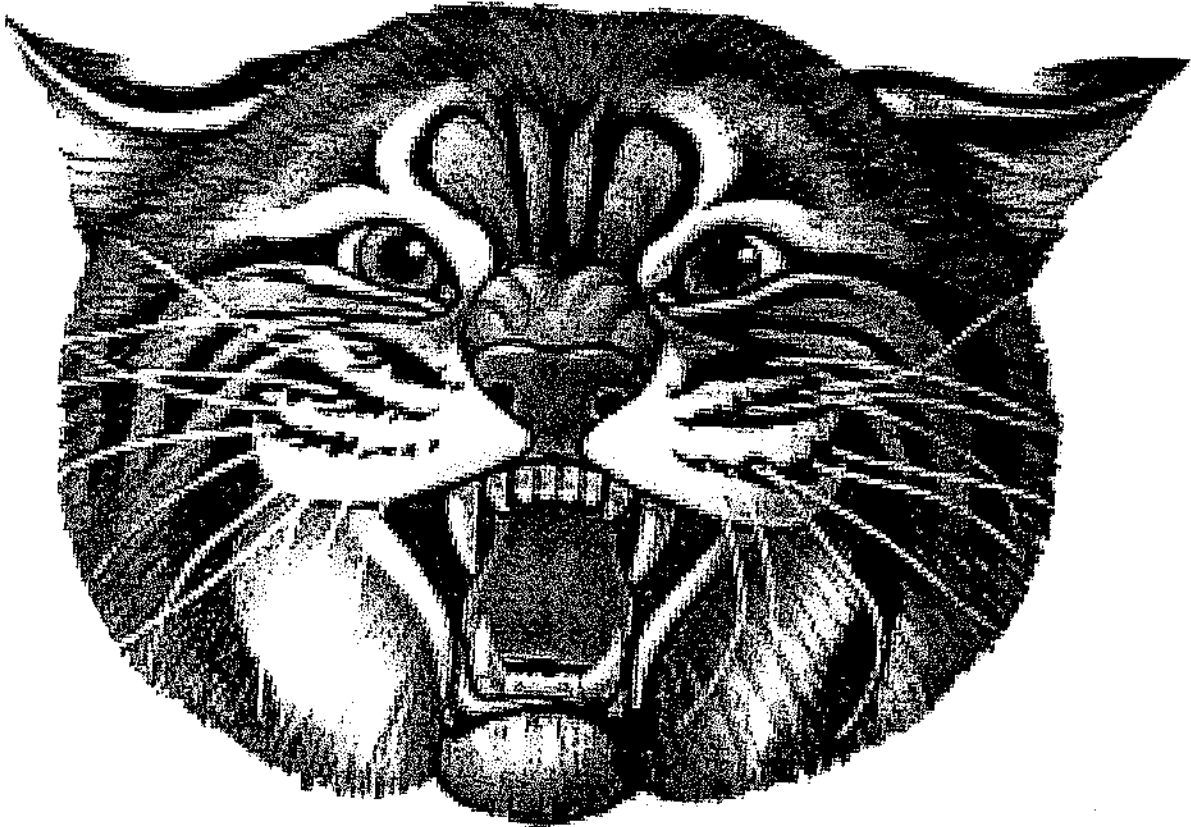


**MAQUOKETA VALLEY EDUCATION  
ASSOCIATION  
AND  
MAQUOKETA VALLEY  
COMMUNITY SCHOOL DISTRICT**





2016/2017  
MASTER CONTRACT



MAQUOKETA VALLEY EDUCATION  
ASSOCIATION  
*AND*  
MAQUOKETA VALLEY  
COMMUNITY SCHOOL DISTRICT



**2016/2017 MASTER CONTRACT**  
**Changes from 2015/2016**

The 2016/2017 agreement reflects a 3.93% package. All items shall remain current contract except as indicated below. The **bolded** are added/changed language.

**Article II: Compensation**

G. In addition to the compensation otherwise set forth in this agreement, the employer will pay to the employees conducting programs designated by the employer such as summer programs, etc., the sum of \$20.00 per clock hour or 55 minute teaching period. Before/after school and summer Drivers Education will be reimbursed the sum of **\$26.00** per clock hour. Any employee selected to teach summer school shall be paid per diem.

**Article V: Leaves**

9. Family Illness Leave: Each employee shall be granted **ten (10)** days each year of family illness leave for sickness or injury to the employee's spouse, child, parent, parent-in-law, sibling, grandchild or foster child. Such leave shall be deducted from the employee's personal sick leave.

**Article VI: Insurance**

A. During the term of this agreement, the employer shall provide for employees and their dependents (as defined by the current group health insurance carrier) the Wellmark Blue Cross-Blue Shield Classic 500 Health Insurance plan coverage currently in effect with the employer or similar group insurance from an insurance company.

Employees who choose the Family Classic 500 will contribute a monthly dollar amount of \$30.00 toward the Family Classic 500. Employees who choose the Single Classic 500 will contribute a monthly dollar amount of \$10.00 towards the Single Classic 500. The licensed individual may sign and deliver to the employer an Assignment authorizing payroll deductions and the employer will deduct one-twelfth (1/12) of the \$360.00 for the Family Classic 500 or \$120.00 for the Single Classic 500 from the regular salary check of the employee pay period for twelve (12) months beginning in September and ending in August of each year.

Employees will be given the option to purchase the Wellmark Blue Cross-Blue Shield Classic 100 or Classic 200 Health Insurance Plan. Employees would be responsible for paying the difference in premiums between the Classic 100/200 and Classic 500 Plans in addition to the \$30.00 per month for the Family Classic 500 Plan or \$10.00 a month for the Single Classic 500 Plan.

Employees will also be given the option of choosing the Wellmark Blue Cross-Blue Shield Blue Access 2000 Health Insurance Plan. Employees will be reimbursed by the District the difference in premium costs between the Classic 500 and the Blue Access 2000 minus the \$30.00 per month for the Family Classic 500 Plan or the \$10.00 per month for a Single Classic 500 Plan in the form of **cash less all appropriate withholdings.**

Each eligible employee will be allowed to choose single or family coverage during the open enrollment period, when a qualifying life event occurs or as otherwise permitted by the insurance carrier.

The district will provide \$250.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district **in the form of cash less all appropriate withholdings.**

**Article VII: Deductions**

**2. Other Payroll Deductions**

A. Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations or other plans or programs.

B. All plans and programs must be jointly approved by the Association and the Board.

**Article XV: Term of Agreement**

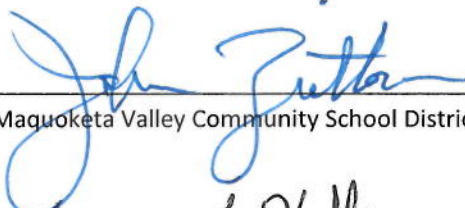
This agreement shall be in effect the 1<sup>st</sup> day of July, 2016, and shall continue in force until the 30<sup>th</sup> day of June, 2016.


Schedule A: Base of \$32,260

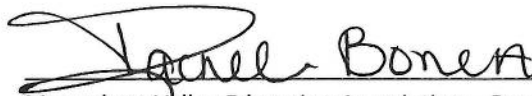
Schedule A-1: Base of \$28,095

In Witness Whereof, the undersigned have executed this agreement on the dates hereinafter shown.

  
\_\_\_\_\_  
Maquoketa Valley Community School District – Superintendent 5/14/16  
Date

  
\_\_\_\_\_  
Maquoketa Valley Community School District – Board President 5-16-16  
Date

  
\_\_\_\_\_  
Maquoketa Valley Education Association – Chief Negotiator 5-16-16  
Date

  
\_\_\_\_\_  
Maquoketa Valley Education Association – President 5-16-16  
Date

## **ARTICLE I**

### ***RECOGNITION***

The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for those persons employed by the employer in the following classifications:

Classroom Teachers

Guidance Counselors

Professional Certified Librarians

as certified by the Public Employment Relations Board in Case 194, which persons are covered by this agreement and hereinafter referred to as "employee(s)". Persons in all other employment classifications employed by the employer are specifically excluded from this agreement and the employer does not recognize the Association as the representative in collective bargaining for said persons or employment classifications.

## **ARTICLE II**

### ***COMPENSATION***

A. The compensation of the employees covered by this agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District. Any year a staff member reaches the end of a lane, longevity will be added at \$360 for each BA lane and \$460 for each MA lane. When no teacher is at the end of any lane, no increments will be added. A Masters Degree must be in the assigned teaching category for placement above B.A.+20. A year of service shall consist of employment in the Maquoketa Valley School District for more than 90 teaching days in any one school year.

C. Employees on the salary schedule hereinabove referred to will move from one educational lane to a higher educational lane and shall move to the corresponding eligibility step on the higher lane, however, a Masters Degree must be in the assigned teaching category for placement above B.A.+20. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional education credit with the superintendent between the 15th day of August and the 10th day of September.

D. Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month commencing the first work day of September, second payment to be on or before September 30th and the balance on the 15th and the last working day of each month thereafter. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

E. 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.

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

G. In addition to the compensation otherwise set forth in this agreement, the employer will pay to employees conducting programs designated by the employer such as summer programs, etc., the sum of \$20.00 per clock hour or 55 minute teaching period. Before/after school and summer Drivers Education will be reimbursed the sum of \$26.00 per clock hour. Any employee selected to teach summer school shall be paid per diem.

H. Employees who are directed to use their own automobile in the conduct of the business of the Maquoketa Valley School District other than herein set forth, shall be reimbursed for travel between schools and travel at the direction of the Maquoketa Valley School District at the rate of forty-five cents (.45¢) per mile. Travel between Delhi and Hopkinton shall be calculated at 9 miles one way. Travel between Earlville and Delhi shall be calculated at 8 miles one way. Travel between Earlville and Hopkinton shall be calculated at 11 miles one way. These miles are based on the most direct route. Should a detour arise, employees will be compensated for additional miles.

I. Each employee shall receive passes for school events for employee and a guest.

J. Teacher Salary Supplement: Beginning with the 2010/2011 contract, the Teacher Salary Supplement shall be incorporated into the salary schedule and distributed to all eligible employees on an indexed basis.

J-2. A reduction in the teacher salary supplement per pupil amount shall be subject to the scope of negotiations as specified in section 20.9 in the Iowa Code.

### **ARTICLE III**

#### ***EMPLOYEE WORK YEAR***

A. The in-school contract year for employees shall not exceed 192 days except for employees new to the district who shall work 193 days.

B. The contract year will include five (5) duty-free holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

## Memorial Day

C. The contract year will include six (6) professional development days [seven (7) days for employees new to the district]. Any additional professional development days added beyond 6 [7 for new employees] will be paid per diem by the state. If the state fails to fund these days, the days will be dropped from the work year.

D. The contract year will include one (1) workday. Said workday will be scheduled through mutual agreement with MVEA (or their designee) and district administration.

### ARTICLE IV

#### **EMPLOYEE HOURS**

##### **A. WORKDAY:**

The workday shall begin at 8:00 a.m. and end at 3:30 p.m. or when the last bus leaves the employee's building, whichever is later. Except as follows:

1. The workday shall be extended thirty (30) minutes on the days there is scheduled a building staff meeting.

2. The workday shall be extended one (1) hour on the days there is scheduled a general staff meeting.

3. On Fridays and the day before holidays the workday shall conclude after the last bus departs from the employee's school building.

4. Employees may be dismissed earlier at the discretion of the building principal.

5. During the workday the employee shall be in the school building except during lunch periods or when any duty shall require the leaving of the school building.

6. Each elementary teacher (K-6) shall have a continuous 30 minute break time each day.

7. Open House - Employees may be required, once per semester, to attend an evening open house. All such hours outside the regularly scheduled workday will be compensated at \$18.00 per hour.

8. Parent/Teacher Conferences - Employees may also be required to conduct regularly scheduled parent teacher conferences beyond the normal workday. All such

hours outside the regularly scheduled work day shall be reimbursed with compensation

time.

**B. EXTRA DUTIES:**

1. Employees shall perform other duties outside the normal workday as assigned by the employer.

2. An employee shall not be assigned more than four (4) extra duties such as ticket taking, bus chaperoning, dance chaperoning (including Prom), etc. during the term of the agreement. For performing said extra duties, the employee will be paid \$9.00 per hour for each hour worked or increment thereof with a minimum payment of \$18.00 per event on said duties.

3. The term "extra duties" shall not include duties provided in the supplemental pay schedule, extended contracts, FFA activities or as otherwise provided in this agreement.

4. No employee shall be assigned any extra duties on Saturday, Sunday, holidays or days preceding holidays. Chaperoning Prom shall be an exception to the Saturday exclusion.

5. Employees shall receive said pay on the last pay period in December and on the last pay period in June.

**C. DUTY FREE LUNCH:**

Employees shall be allowed twenty-five (25) minutes duty free lunch.

**ARTICLE V**

**LEAVES**

1. **PERSONAL ILLNESS:** Employees shall be granted fifteen (15) days of sick leave per consecutive year of employment with the employer. Consecutive years shall refer only to the employees most recent consecutive years of employment with the employer. Any portion of the employee's yearly sick leave unused shall be accumulated not to exceed the total of 120 days including the year during which the 120 day total is accumulated. Sick day leave may only be used for leave due to illness or injury and the employer shall be provided with reasonable evidence, if requested by the employer confirming that said leave was taken for the purposes hereinbefore set out. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination as to any unused days on the date of the employee's termination of employment.

2. **BEREAVEMENT:** Employees shall be granted a bereavement leave of absence at full pay for up to five school days in the event of the death of a husband, wife, son,



daughter, father, mother, mother-in-law or father-in-law. Employees shall be granted a bereavement leave of absence at full pay for up to four school days in the event of the death of a son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparent-in-law or grandchild.

One day of bereavement leave at full pay shall be granted to employees in the event of the death of an aunt, uncle, other relative or relative of a spouse.

Employees may be granted one working day leave of absence with pay in the event of death of a friend. The employee will reimburse the district the cost of substitute pay.

In the case of a death in the immediate family, an employee may be granted an additional bereavement leave without pay at the discretion of the superintendent, however, said additional leave shall not exceed ten calendar days.

**3. PERSONAL LEAVE:** Employer shall grant to the employees two (2) paid personal leave days per year for business or personal purposes. Employees shall notify the principal of intent to take a personal leave day at least two school days prior to the taking of said personal leave day or less time at the discretion of the employer. If more than one employee, under the direction of the same principal, wishes to take the same personal leave day, the employee employed for the longest period of time by the employer shall have preference and the remaining employee or employees may not use said day for a personal leave day unless their principal shall determine that their absence will not have an adverse effect on the efficiency of the operation of the school or schools under said principal. Personal leave may not be taken the day preceding or following a holiday period or during regularly scheduled in-service days except at the discretion of the superintendent. Employees shall be allowed to take personal leave in half-day increments.

Teachers with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal day not used or may elect to carry over up to three (3) personal leave days for use in the following year(s). Employees shall notify the superintendent's office by June 1 of their preference as to carrying over or cashing out unused personal leave days.

**4. EDUCATIONAL MEETINGS OR VISITING OTHER SCHOOLS:** Attendance at educational meetings or visiting other schools shall be permitted without loss of compensation if such absences are approved by the principal and the superintendent. Approval by the principal and superintendent may include reimbursement for such expenses as approved by the principal and superintendent. Employees desiring to be absent to attend educational meetings or visit other schools shall request approval therefore by submitting a written request signed by the principal and filed in the business office at least one week prior to the first day of anticipated absence.

**5. ABSENCE WITHOUT PAY:** Good Cause Leave: In situations where an employee has exhausted the appropriate paid leave otherwise available in this Article or in situations not covered by any paid leave in this Article, absence with pay, without pay, or with the employee's pay being deducted for the cost of a substitute may be authorized by the superintendent for good cause. The granting or denial of this leave is not grievable under Article XIII.

**6. ASSOCIATION LEAVE:** Employer shall allow a total of six (6) days non-cumulative leave per year to be used by the Association representatives to attend conferences and meetings of the ISEA, NEA or JDC. Said six (6) days shall be without loss of pay and may be divided among Association representatives as the Association shall determine, but said leave shall be granted only under the following conditions.

a. Written request on a regular request form and subsequent approval by the superintendent or his designated representative at least five (5) days prior to any day or days sought to be used.

b. That the employer is able to obtain a substitute or substitutes for the day or days of said leave which are sought to be used.

c. That the Association shall reimburse the employer for the costs incurred for the substitute or substitutes used during the day or days of said leave.

**7. PREGNANCY:** Pregnancy will be treated as an illness and subject to sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubt exists, the superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, as sick leave will not be granted until such notification from the physician has been received. The employee may only use sick leave for the time that they physician has deemed the employee must not work.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

**8. FAMILY MEDICAL LEAVE:** Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, Board policy, and the regulations implementing the Act.

No provision of the Act is diminished by the inclusion of this provision in this contract nor are any provisions of this contract diminished by the inclusion of this provision in the contract.

**9. FAMILY ILLNESS LEAVE:** Each employee shall be granted ten (10) days each year of family illness leave for sickness or injury to the employee's spouse, child, parent, parent-in-law, sibling, grandchild or foster child. Such leave shall be deducted from the employee's personal sick leave.

## **ARTICLE VI**

### ***INSURANCE***

A. During the term of this agreement, the employer shall provide for employees and their dependents (as defined by the current group health insurance carrier) the Wellmark Blue Cross-Blue Shield Classic 500 Health Insurance plan coverage currently in effect with the employer or similar group insurance from an insurance company.

Employees who choose the Family Classic 500 will contribute a monthly dollar amount of \$30.00 toward the Family Classic 500. Employees who choose the Single Classic 500 will contribute a monthly dollar amount of \$10.00 towards the Single Classic 500. The licensed individual may sign and deliver to the employer an Assignment authorizing payroll deductions and the employer will deduct one-twelfth (1/12) of the \$360.00 for the Family Classic 500 or \$120.00 for the Single Classic 500 from the regular salary check of the employee pay period for twelve (12) months beginning in Septmeber and ending in August of each year.

Employees will be given the option to purchase the Wellmark Blue Cross-Blue Shield Classic 100 or Classic 200 Health Insurance Plan. Employees would be responsible for paying the difference in premiums between the Classic 100/200 and Classic 500 Plans in addition to the \$30.00 per month for the Family Classic 500 Plan or \$10.00 a month for the Single Classic 500 Plan.

Employees will also be given the option of choosing the Wellmark Blue Cross-Blue Shield Blue Access 2000 Health Insurance Plan. Employees will be reimbursed by the District the difference in premium costs between the Classic 500 and the Blue Access 2000 minus the \$30.00 per month for the Family Classic 500 Plan or the \$10.00 per month for a Single Classic 500 Plan in the form of cash less all appropriate withholdings.

Each eligible employee will be allowed to choose single or family coverage during the open enrollment period, when a qualifying life event occurs, or as otherwise permitted by the insurance carrier.

The district will provide \$250.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district in the form of cash less all appropriate withholdings.

B. Employer shall obtain for and on behalf of each employee, group life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) which shall include double indemnity, accidental death and dismemberment.

C. Employees shall participate in a long-term disability insurance program that provides income protection at sixty-six and two-thirds percent (66 2/3%) of the employee's covered monthly compensation. The employee shall pay 100% of the premium. Premiums will be paid through payroll deduction. There shall be a waiver of premium clause for those on disability.

D. Licensed employees who are initially employed after July 1, 1993, shall be entitled to insurance benefits in the amounts indicated. (1) Licensed individuals employed on an FTE (Full-Time Equivalency) basis from 0.1 through 0.49 shall receive no insurance benefits. (2) Licensed individuals employed on an FTE basis from 0.50 through 0.874 shall receive single health insurance plus a pro-rata portion of all other insurance benefits. (3) Licensed individuals employed on an FTE basis from 0.875 and above shall receive full insurance benefits.

E. Employees will have the option to purchase dental insurance, subject to carrier requirements and restrictions.

## **ARTICLE VII**

### ***DEDUCTIONS***

#### **1. DUES DEDUCTIONS:**

A. Any employee may sign and deliver to the employer an Assignment authorizing payroll deductions for professional dues to the Association by October 10th. The form of the Assignment shall be set forth in Schedule C.

B. Pursuant to a deduction authorization, the employer shall deduct one-sixteenth (1/16) of total dues from the regular salary check of the employee each pay period for eight (8) months, beginning in October and ending in May of each year.

C. New employees to the district after October 10th shall have thirty (30) days from date of employment to submit the dues authorization form set out in Schedule C.

D. Such authorization shall continue in effect unless revoked in writing by a thirty (30) day notice to the Board.

E. The employer will remit the dues hereinbefore deducted in the form of one check made payable as directed in writing by the Association, delivered to the party directed in writing by the Association, which party shall receipt therefore. Said deductions shall be delivered to the Association within five days following the month said dues were deducted from the employees covered by this Agreement.

F. The employer's obligation hereunder shall be only for the month for which said dues were authorized to be deducted by the employee and shall not include any accrual by the Association for said dues.

## **2. OTHER PAYROLL DEDUCTIONS:**

A. Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities, Credit union(s), savings bonds, charitable donations or other plans or programs.

B. All plans and programs must be jointly approved by the Association and the Board.

## **ARTICLE VIII**

### ***ASSOCIATION***

A. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each school building in areas designated by the building administrator; such as, teacher lounges, but not in areas open to the public or students.

B. Intra-school mail facilities may be used for the distribution of official Association communications so long as it does not require additional delivery services or delay normal district distribution.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times during the normal school day, provided that this shall not interfere with or interrupt normal school operations. Any ISEA, NEA or JDC member outside the Maquoketa Valley School District bargaining unit that has Association business to perform shall report to the building principal, or designee, that he/she is in the building and identify the employee or employees he/she wishes to see. The principal, or designee, will check schedules of employees and grant permission if the employees are not involved in direct supervision or classroom instruction.

D. The Association may use the buildings of the school district on the same basis

and pursuant to the same procedure as any other outside group requesting use of said buildings. The Association shall not be favored in any manner over any outside group requesting use of said buildings and the Association shall be subject to the same payment procedures and restrictions as any outside group requesting use of said buildings. Any change in the regulations with respect to the use of said buildings by outside groups including the Association, shall not be the subject of arbitration or renegotiation under this Agreement.

## ARTICLE IX

### ***EVALUATION PROCEDURES***

A. The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated each school year. Beyond their second year of service, classroom teachers will be formally evaluated at least once every third year.

B. Initial Meeting - Prior to October 1, the building administrator will meet with all beginning, new and career teachers that will be observed to review expectations and evaluation timelines. The expectations include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.

C. Copies of the completed evaluation forms will be given to the teacher.

D. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.

E. All formal observations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher. A copy of any such evaluation shall be given to the teacher before the post-observation conference. The teacher shall have the right to respond in writing to the evaluation and the response shall be attached to the evaluation in the teacher's personnel file. All evaluations shall be fair, accurate and the methods uniformly applied.

F. The present evaluation system is on file at the administrative office and shall be made available to any teacher upon request.

G. Failure of the employer to follow the evaluation methods and procedures as outlined in the district plan shall be subject to the grievance procedure. The substance of an evaluation may be challenged in the grievance procedure if arbitrary or capricious and if it is used as a basis to deny an employee any salary or fringe benefit or is used as a basis to alter an employee's status with the Employer. Failure to file a grievance challenging an evaluation prior to its affect upon an employee shall not be deemed as a waiver of rights or acquiescence. The rights of beginning teachers will be as outlined by the State of Iowa.

## ARTICLE X

### **STAFF REDUCTION**

A. For the purpose of this article, seniority will be based on continuous years of employment by the Board for each category taught by the employee. If an employee teaches in more than one category, he/she will receive credit in each category taught. Employees voluntarily or involuntarily transferred shall retain their prior seniority in their previous position/s but it will not continue to accrue. They do not carry prior seniority to their new position. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots. Beginning in 2010/2011, drawing of lots will take place on the first contracted workday for those new to a professional category. Beginning in the 2014/2015 school year, the ranking of seniority for employees new to the district shall be determined by the first employee to accept a position. The date and time of acceptance will be recorded on the employee's completed Maquoketa Valley application that is retained in the employee's permanent file.

In the event of reduction in the number of staff, those teachers in the professional category affected shall be terminated by the following order of procedures:

1. Attrition;
2. The seniority principle shall apply as follows:
  - (a) There shall be five professional categories:
    - (1) Pre-School through the Sixth Grade including ESEA Chapter I reading teachers
    - (2) Grades Seven (7) through Twelve (12) [7-12] which shall consist of the following sub-categories:

Science, English-Speech, Social Studies, Home Economics, Vocational Agriculture, Language, Mathematics, Business, Guidance, Driver Education, Industrial Arts, Reading Teacher
    - (3) Kindergarten through Twelve (K-12) which shall consist of the following sub-categories:

Librarians, Art, Music, Physical Education and Talented & Gifted

(4) Kindergarten through Twelve (K-12) Learning Disabilities

(5) Kindergarten through Six (K-6) Guidance Counselor

3. Teachers with temporary or emergency certification

If a teacher is eliminated from any category or sub-category and has had previous teaching experience in the Maquoketa Valley School District in any of the other categories or sub-categories, then said teacher will have an opportunity to enter said other category or sub-categories if their accrued years of teaching in said category or sub-category is greater than that of other employees in the said category or sub-category.

(b) Extra Duty assignments shall not be given preference above seniority rights.

**B. RECALL RIGHTS:** Any teacher terminated pursuant to this section shall have recall rights to the position in which the teacher had seniority immediately prior to said termination for three years from effective date of his/her termination. During said three year period, all teachers with recall rights shall be offered unfilled positions for which they have had previous teaching experience in the Maquoketa Valley School District. The person with the most accrued years of teaching in said category or sub-category at Maquoketa Valley School District shall be offered said unfilled position before said position is offered to a teacher with no recent teaching experience at Maquoketa Valley. Any teacher terminated should inform the school district of address change if he/she wants to be offered available positions. Notice of recall shall be sent by Registered Mail to the last address given in writing to the employer by the teacher to be recalled. Failure on the part of the teacher to respond in writing by Registered Mail to said notice within 15 days shall result in a forfeiture of all recall rights of said teacher.

**C. NOTIFICATION:** The administration shall provide written notice to the association and to any teacher affect by reduction as early as possible, but not later than April 30, preceding such school year.

**D. BENEFITS:** Upon exercising his/her recall rights, any teacher shall be given back his/her prior experience rating in the district. He/she shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.



## **ARTICLE XI**

### ***TRANSFER PROCEDURE***

1. Voluntary Transfers: Any employee may apply for voluntary transfer to a different building by making application therefore in writing and delivering same to the superintendent at his/her office.

2. Involuntary Transfers:

A. Definition: The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.

B. Notice: Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.

3. Association Notification: Any transfer openings, or dismissals shall be made within (3) working days to the association's chief negotiator. Failure to provide this information in a timely manner will not void the action taken by the district.

## **ARTICLE XII**

### ***IN-SERVICE TRAINING***

Employees shall participate in and attend in-service training curricula established by the employer at the times and places designated by the employer.

## **ARTICLE XIII**

### ***GRIEVANCE PROCEDURE***

1. All grievances arising under and during the term of this agreement shall be settled in accordance with the procedure hereinafter set forth.

2.01. The word "grievance" whenever used in this Agreement shall mean a complaint on the part of any employee or the Association in regard to the interpretation and application of the specific terms and provisions of this agreement.

2.02. The following procedures shall be followed in the settlement of all grievances of employees:

A. (Step I) the aggrieved employee or the Association's representative shall take up any grievance with the employee's immediate supervisor, as soon as possible. They shall

usually meet within 24 hours after such meeting is requested, except where that period includes a weekend, holiday or a scheduled school vacation period.

B. (Step II) If the employee's immediate supervisor is unable to settle the grievance and the Association wishes to process the grievance further, the Association shall submit in writing the matter in dispute to the superintendent or his/her representative and the employee's immediate supervisor within five days after the receipt of said written notice. The superintendent or his/her representative shall give to the aggrieved employee(s) and the Association a disposition of said grievance in writing within ten days after the meeting held on the grievance in this step.

C. (Step III) If the grievance is not settled by any of the foregoing steps, and the Association wishes to process the grievance further, then the grievance shall be submitted to Arbitration provided written notice of intention to arbitrate is given to the superintendent or his/her designated representative within ten (10) school days after the date of the superintendent's decision as provided in Step II. The decision of the Arbitrator shall be final and binding on the parties.

The Arbitrator shall be chosen from a panel of five (5) disinterested nominees to be elected by the Public Employee's Relation Board (PERB). A request for the selection of the panel of nominees shall be submitted jointly to the Public Employee's Relation Board (PERB) within five (5) school days after the Association wishes to submit the grievance to Arbitration. Within five (5) school days after the receipt of the panel of disinterested arbitrators, submitted by the Public Employee's Relation Board (PERB), the representative of the Association and the superintendent, or his/her designated representative, shall meet and determine by lot who shall strike first from the list of five (5) disinterested arbitrators, submitted by the Public Employee's Relation Board (PERB). The parties shall then alternately strike one of the names from the panel submitted by the Public Employee's Relation Board (PERB) and the remaining name shall be the arbitrator.

D. The Arbitrator shall then meet as soon as possible to hear the grievance. The Association and the employer agree to bear the expense of its own counsel, representatives and witnesses, and each shall pay one-half of all other expenses of the arbitration. Either the Association or the employer may request that a court reporter's transcript of the hearing be made. The party so requesting said transcript shall bear the cost of the court reporter and the cost of the independent arbitrator's copy of the court reporter's transcript.

E. The Arbitrator shall not amend, alter or change this Agreement in any manner or form. The arbitrator's decision must be in writing with copies to each party and shall set forth his/her findings of fact, reasoning and conclusion on the issue submitted.

F. The decision of the Arbitrator shall be binding on the employer, employee and

Association with respect to said grievance.

G. Criteria for employee transfer or staff reduction shall not be subject to arbitration or grievance procedures as hereinabove set forth.

H. No more than one grievance shall be submitted to any single arbitration.

I. All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant, witnesses, and designated representatives of the grievant and the employer.

#### **ARTICLE XIV**

##### ***HEALTH & SAFETY***

##### **SAFETY EQUIPMENT**

The employer shall provide employees with safety equipment required by OSHA when the employee's job requires same. Prescription safety glasses and sunglasses shall not be provided for the employees by the employer.

#### **ARTICLE XV**

##### ***TERM OF AGREEMENT***

This Agreement shall be effective the 1<sup>st</sup> day of July, 2016 and shall continue in force and effect until the 30<sup>th</sup> day of June, 2017.

#### **ARTICLE XVI**

##### ***SAVINGS CLAUSE***

Any portion of this Agreement found to be in violation of existing Federal or State Law or regulation shall become inoperative and the balance of this agreement shall continue in full force and effect until date of expiration.

#### **ARTICLE XVII**

##### ***PROFESSIONAL MENTORING PROGRAM***

Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional or an Instructional Mentor.

Instructional Mentors shall not be requested or directed by either party to the contract to provide data or testimony in job renewal, termination, arbitration or licensure proceedings.

An Instructional Mentor shall not be requested or directed to participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

**MAQUOKETA VALLEY CSD  
SALARY SCHEDULE A  
2016-2017**

INDEX	1	2	3	4	5
	BA	BA+10	BA+20	MA	MA+15
0	\$32,260	\$33,550	\$34,841	\$36,454	\$38,067
1	\$33,550	\$34,841	\$36,131	\$37,744	\$39,358
2	\$34,841	\$36,131	\$37,422	\$39,034	\$40,648
3	\$36,131	\$37,422	\$38,712	\$40,325	\$41,939
4	\$37,422	\$38,712	\$40,002	\$41,615	\$43,229
5	\$38,712	\$40,002	\$41,293	\$42,906	\$44,519
6	\$40,002	\$41,293	\$42,583	\$44,196	\$45,810
7	\$41,293	\$42,583	\$43,874	\$45,486	\$47,100
8	\$42,583	\$43,874	\$45,164	\$46,777	\$48,391
9	\$43,874	\$45,164	\$46,454	\$48,067	\$49,681
10	\$45,164	\$46,454	\$47,745	\$49,358	\$50,971
11	\$46,454	\$47,745	\$49,035	\$50,648	\$52,262
12	\$47,745	\$49,035	\$50,326	\$51,938	\$53,552
13	\$48,105	\$50,326	\$51,616	\$53,229	\$54,843
14	\$48,465	\$50,686	\$52,906	\$54,519	\$56,133
15	\$48,825	\$51,046	\$53,266	\$55,810	\$57,423
16	\$49,185	\$51,406	\$53,626	\$56,270	\$58,714
17	\$49,545	\$51,766	\$53,986	\$56,730	\$59,174
18	\$49,905	\$52,126	\$54,346	\$57,190	\$59,634
19	\$50,265	\$52,486	\$54,706	\$57,650	\$60,094
20	\$50,625	\$52,846	\$55,066	\$58,110	\$60,554
21	\$50,985	\$53,206	\$55,426	\$58,570	\$61,014
22	\$51,345	\$53,566	\$55,786	\$59,030	\$61,474
23	\$51,705	\$53,926	\$56,146	\$59,490	\$61,934
24	\$52,065	\$54,286	\$56,506	\$59,950	\$62,394
25	\$52,425	\$54,646	\$56,866	\$60,410	\$62,854
26	\$52,785	\$55,006	\$57,226	\$60,870	\$63,314
27	\$53,145	\$55,366	\$57,586	\$61,330	\$63,774
28	\$53,505	\$55,726	\$57,946	\$61,790	\$64,234
29	\$53,865	\$56,086	\$58,306	\$62,250	\$64,694
30	\$54,225	\$56,446	\$58,666	\$62,710	\$65,154
31	\$54,585	\$56,806	\$59,026	\$63,170	\$65,614
32	\$54,945	\$57,166	\$59,386	\$63,630	\$66,074
33	\$55,305	\$57,526	\$59,746	\$64,090	\$66,534
34	\$0	\$57,886	\$60,106	\$64,550	\$66,994
35	\$0	\$0	\$60,466	\$65,010	\$67,454
36	\$0	\$0	\$0	\$65,470	\$67,914
37	\$0	\$0	\$0	\$65,930	\$68,374
38	\$0	\$0	\$0	\$66,390	\$68,834
39	\$0	\$0	\$0	\$66,850	\$69,294
40	\$0	\$0	\$0	\$0	\$69,754



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT  
AND THE  
MAQUOKETA VALLEY EDUCATION ASSOCIATION**

This Memorandum of Understanding shall be in effect starting July 1, 2016 and ending June 30, 2017. This Memorandum of Understanding shall not continue past this point.

For the 2016-2017 year, the District will distribute a total of \$15,307.50 plus FICA and IPERS, as a one-time payment, payable on November 15, 2016 to all current eligible employees.

  
\_\_\_\_\_  
Maquoketa Valley Community School District

  
\_\_\_\_\_  
Maquoketa Valley Education Association

10/20/16  
\_\_\_\_\_  
Date

10/20/16  
\_\_\_\_\_  
Date

**AUTHORIZATION FORM FOR PAYROLL DEDUCTION  
FOR ASSOCIATION DUES**

*Please Print*

Mr. ( ) Social Security No. \_\_\_\_\_

Ms. ( )

Mrs. ( ) \_\_\_\_\_

Last

First

Middle

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

State

Zip

\_\_\_\_\_  
Building Where Employed

Position

I hereby authorize the Maquoketa Valley Community School District to deduct dues to be paid to the Maquoketa Valley Education Association in the amount indicated by the MVEA to be withheld in 16 payments commencing with the first pay period in October.

It is understood that this authorization shall continue in effect from year to year unless revoked in writing. Said revocation notice must be filed with the District's Payroll Office at least thirty calendar days prior to its effective date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date