

2016-2018 Master Contract



East Mills Community School District

And

East Mills Education Association

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Article I Definitions

Section A – Unit Definition

The East Mills Education Association is the certified bargaining representative for all employees of the former Malvern Community School District as set forth in the certification issued by the Public Employment Relations Board on the 29th day of December 1987 (Case No. 3493). The bargaining unit described in the above certification includes all professional employees of the District including teachers, librarians, federal program instructors, guidance counselor, coaches and all others employed in a certified professional teaching capacity and excludes the superintendent, principals, administrative assistant/guidance counselor, activities coordinator/director, substitutes, all non-professional employees and all others excluded by Section 4 of the Act.

The East Mills Education Association also is the certified bargaining representative for all employees of the former Nishna Valley Community School District, as set forth in the PERB certification instrument (Case 163) issued by PERB on the 30th day of June 1975. Such representation shall cover all personnel in professional positions unless the parties are administrative.

The unit described in the above certification is as follows:

Included: Regular full-time teachers and regular certified part-time teachers including special education teachers, guidance counselors, nurse, and librarians.

Excluded: Superintendent, elementary principal, secondary principal, curriculum supervisor/coordinator, educational aides, tutors, secretaries, clerks, custodians, maintenance employees, food service employees, substitute teachers, and all other persons excluded by Section 4 of the Act.

Section B – Definitions

The term “Board” or “employer” as used in this agreement shall mean the Board of Education of the East Mills Community School District or its duly authorized representative(s) or agent(s).

The term “district” as used in this agreement shall mean the merged East Mills Community School District which includes the former Malvern Community School District and the Nishna Valley School District.

The term “employee” represented by this Association in the bargaining unit as defined above.

The term “association”, as used in this agreement, shall mean the East Mills Education Association or its duly authorized representative or agent.

The term “day”, as used in this agreement, shall mean work day when school district employees are required to perform services except as specifically noted in the agreement.

Article II Work Year

Section A – Days of Work

The employee work year shall be one hundred and eighty seven (187) days. First year employees may be required to attend an additional two (2) days of orientation at no extra pay.

Section B – Non-Work Days

The following shall be non-work days: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the Friday before Easter, and the Monday after Easter.

Article III Hours of Work and Duties

Section A – Work Day

A normal day of work for a full time employee shall be eight (8) consecutive hours, which shall include a twenty (20) minute duty-free lunch period. The building administrator on an annual basis will determine the time the workday will commence.

Section B – Leaving the Building

Employees may, after giving notice to the building office, leave the building during their duty-free lunch period.

Employees shall not leave the building to which they are assigned during other normal working hours without the approval of the principal or his/her designee.

Section C – Other Duties

Employees will be required to attend, without additional compensation, faculty and professional meetings, open houses, and informal parent conferences and consultations.

If formal parent/teacher conferences are scheduled so that employees work more than eight (8) hours per day, the time in excess of eight (8) hours will be totaled for the year and if that time totals one to four hours it will be counted at ½ of a staff contract day. If it totals four to eight hours it will be counted as an additional full staff contract day.

Faculty meetings that will exceed the normal end of the work day must be preceded by a twenty-four (24) hour notice to the employees.

Evening Assignments: Employees may be required to attend no more than 4 evening assignments or meetings each school year.

Section D – Early Release

On Fridays, days immediately preceding non-work days, and on days when school is dismissed early because of inclement weather (except heat related dismissals), the workday shall end when students have departed from their respective buildings. When early dismissal is due to heat, employees in buildings without air conditioning will also be dismissed when students have departed.

Section E – Non-Student Period

Unless extenuating circumstances prevent same, each employee shall have a thirty (30) minute period paid with no students. Such time shall be in addition to the employee's duty-free lunch period. If a substitute teacher is unavailable, any certified staff member who supervises another teacher's class/study hall during their prep time will be compensated at \$20.00 per class period.

Section F – Overload Pay

Upon prior approval by the Board of Education, any staff member who teaches all periods in a day without a prep period will be compensated at a rate of \$1200.00 per semester or \$2400.00 per year. All requests for approval must be made prior to the beginning of the semester.

Section G – ICN/Distance Learning Compensation

Any employee teaching an ICN or other distance learning class between two school districts will receive additional compensation in the amount of \$500 per class taught per semester.

Any employee teaching an ICN or other distance learning class between three or more school districts will receive additional compensation per semester in the amount of 6.25% of his/her generator base salary as calculated from Schedule A of the Master Contract.

Compensatory time shall be given to an employee who teaches ICN or other distance learning classes. This may be in the form of an extra preparation period, late arrival, or early dismissal times. In the event none of these options are possible the teacher will be compensated at the rate of \$1200 per semester.

Section H – Collaboration and Peer Review

In compliance with Iowa law, the School District will set aside at least thirty-six hours in the school calendar to allow teachers to collaborate with each other regarding educational programs and assess student learning, or to engage in peer review.

Article IV Leaves of Absence

Section A – Sick Leave

An employee shall be entitled to sick leave, granted in minimum units of one-quarter day increments (2 hours), in the following graduated scale:

First Year of employment in the district	12 days of sick leave
Second Year of employment in the district	13 days of sick leave
Third Year of employment in the district	14 days of sick leave
Fourth Year of employment in the district	15 days of sick leave
Each additional Year of employment in the district	15 days of sick leave

The above amount applies only to consecutive years of employment in the district, and unused portions may be accumulated only to a maximum of one hundred and twenty (120) days. No sick leave shall accrue during the time of absence.

If an employee leaves the employment of the school district, and later returns as an employee in the district, accumulated sick leave of the first employment shall not be transferred to the second, unless the employee has been granted a leave of absence or has been subject to staff reduction for the time missed.

The Board shall in each instance, require such reasonable evidence as it may desire confirming the necessity of such leave of absence.

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

Employees will be furnished an accounting of accumulated days on or before October 1st of each year. Failure of the employee to object to the accounting provided by the District within ten (10) calendar days of the receipt of the notice shall constitute a waiver of the employee's right to grieve said accounting.

If an employee misses one class period/one hour or less and someone is willing to cover the class time, there will be no deduction from the individual's leave record. If the time absent is for two periods/two hours, .25 (1/4 day) will be deducted from the individual's leave record.

Employees who are absent because of the delivery of a child will use sick leave and will follow all provisions in the sick leave section.

Section B – Bereavement Leave

An employee will be granted bereavement leave to attend the funeral of a member of his or her immediate family. This leave is limited to five (5) days per occurrence and is non-accumulative from year to year.

The immediate family shall be defined as being the employee's spouse, mother, father, sister, brother, son or daughter, stepmother, stepfather, stepbrother, stepsister, stepchild,

mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or foster child. Bereavement leave will be granted without a deduction in pay. Requests for bereavement leave shall be made by notifying the building principal and/or superintendent.

Up to three (3) days per year will be granted to attend the funeral of others not listed as immediate family. Bereavement leave will be granted without a deduction of pay. Requests for bereavement leave shall be made by notifying the building principal and/or superintendent.

Additional bereavement leave may be granted at the discretion of the superintendent.

Section C – Professional Leave

Employees may be granted professional leave for attendance at educational meetings if such attendance is approved by the building principal.

Requests for professional leave must be filed in writing with the building principal at least five (5) calendar days prior to the first day of anticipated absence, except in extenuating circumstances.

Section D – Jury and Legal Leave

Any employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the school district.

Cases involving an employee's personal matters shall be excluded.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

Section E – Personal Leave

Personal leave of two (2) days will be granted, with full pay. Additional personal days will be granted to employees as follows: ten (10) years of service in the district – 1 additional personal day for a total of three (3) days with full pay; twenty (20) years of service in the district – one (1) additional personal day for a total of four (4) days with full pay; Thirty (30) years of service in the district – one (1) extra personal day for a total of five (5) days with full pay. Personal leave requests must be made five (5) days in advance of the anticipated absence except in cases of emergency. Not more than two employees from either attendance center may be granted personal leave for the same day, except in cases of emergency. Requests shall be honored on a first-come-first-serve basis according to the time they are presented in writing and received in the principal's office. Personal leave may not be used during the first two weeks (10 working days) or the last two weeks (10 working days) of the school year or on the last working day before, or the first working day after a holiday or vacation. The superintendent may approve exceptions to these limitations for individual circumstances. Strong consideration will be

given to one time events. An employee who does not use personal leave in a year shall receive \$100 per unused day or current sub pay, whichever is greater.

Any additional leave days, when granted in the discretion of the superintendent, shall be paid at full pay reduced by an amount equivalent to the approved substitute's pay for those days.

Section F – Association Leave

Up to three (3) days each year shall be granted to the Association for its representatives to attend conferences, conventions, and other activities of the local, state, or national affiliated organizations. Requests for such leave must be made in writing to the principal at least five (5) working days in advance by the Association President stating the name(s) of those requesting the leave. The Association shall reimburse the Board for the cost of the substitute teachers for absent employees.

Section G – Family Illness Leave

Employees will be granted up to nine (9) days of family illness leave for members of the immediate family, which will be deducted from accumulated sick leave. The superintendent may grant additional days for special circumstances.

Section H – Adoption Leave

Employees will be granted up to a maximum of five (5) days paid leave of absence (to be subtracted from accumulated sick leave) to finalize the adoption of a child.

Section I – Unpaid Leave

Unpaid leave will only be granted after using all personal days. Other temporary leaves of absence without pay may be granted by the superintendent with the principal's input. The superintendent will have complete discretion to grant or deny unpaid leave.

Article V Salary

Section A – Salary

The combined salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

Teacher Salary Supplement money will be divided evenly among eligible staff as long as that results in staff meeting state minimums. If that does not result in staff meeting state minimums, affected teachers will receive extra funds to raise them to the minimum which would lower everyone else's amount. Payment will be made monthly in the employee's regular pay check. The amount paid by the District, including the District's share of FICA and IPERS will be equal to the amount received from the state for this purpose.

In the event of a reduction in the teacher salary supplement per pupil amount, and before any adjustment of wages may occur, the Board and Administration must meet with the Association to discuss the anticipated adjustment. The Association may then offer its views and recommendations on the anticipated adjustments.

Section B – Adjustment of Salary Schedule

Each employee will be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph C below (save and except no employee shall receive a cash raise larger than 1 ½ steps, except for those moving horizontally due to additional hours).

Section C – Credit for Experience

Credit up to the 15th step of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment, if said experience is acquired within the last fifteen (15) years

Section D – Returning Employees

Any former employee with one or more years previous teaching experience in the district within the last six (6) years immediately preceding his/her reemployment by the district, shall be placed on the next step of the Salary Schedule above that in effect at the time of the termination of his/her contract. Former employees with one or more years of previous experience within the district and who have more years of previous experience within the district and who have not been actively involved in teaching for more than the six (6) years immediately preceding reemployment may, at the discretion of the Board be placed above the first step of the schedule.

Section E – Advancement on Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the District for one hundred (100) consecutive teaching days or more in one school year.
2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the nearest eligible step on the higher lane so as to provide a raise for the move. After July 1, 1992 hours shall be graduate hours in the employee's teaching field or as a part of an educational plan approved by the superintendent. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the superintendent prior to September 10th of the academic year. It is recommended that employees complete the "Horizontal Lane Movement Form" (Appendix C) to ensure that the Superintendent approves hours being taken for lane movement. If the hours are taken without prior approval the employee assumes the risk that they might not be approved.

Section F – Pay Period

Employees shall receive their regular paycheck in twelve (12) equal installments on the 20th of each month at their regular building. If the twentieth (20th) falls on Saturday, Sunday, or a holiday, then the check will be received on the previous Friday or the workday prior.

Section G – Summer Checks

Employees shall receive their summer checks at the business office, or a designated summer address. Employees must designate which they prefer upon checking out for the summer.

Section H – Payment for Additional Days Beyond Contracted Days

An employee who provides professional services beyond the number of contract days specified in the master contract shall be compensated as follows:

1. Regular Extended Contracts specified on the employee's individual contract will be paid at the employee's regular per diem rate.
2. Meetings or training sessions that the employee is required to attend will be paid at the employee's regular per diem rate.
3. There will be no payment to the employee for attending meetings or training sessions that are not required by the employer.

One half of the TSS Professional Development funds received from the state each year will be paid directly to teachers for the extra work that they do outside normal work hours to support ongoing school improvement efforts.

The other half of the TSS Professional Development funds received from the state will be paid to teachers, on a regular per diem basis for the work described in number 2 above. Excess funds can be used to support projects proposed by building teams, and approved by the Building Principal and Superintendent that support ongoing building improvement efforts. The use of TSS Professional Development funds for the purposes described in this paragraph will be approved by a Teacher Quality Committee composed of the Superintendent, one other administrator of the Superintendent's choice, and two EMEA members appointed by the association. **All unspent funds will be distributed equally to the staff prior to the end of the District's fiscal year.**

The Teacher Quality Committee defined above will meet as needed to fulfill the requirements of Iowa Code Chapter 284.4. Should legislation remove the requirements to have a Teacher Quality Committee the Teacher Quality Committee will cease to exist. A committee with membership as described in the preceding paragraph will still exist to fulfill the responsibilities described in the same paragraph above.

Section I – Proof of Certification

An employee who fails to submit proof of certification to the Superintendent by at least the day prior to the first payday of the school year or by the date the individual's prior certification has expired will not receive any compensation until the required certification is received by the District.

Article VI Benefits

Section A – Benefits

The Board shall provide each full-time employee with up to \$8,403.20 annually (\$700.27 per month) applied toward the following benefits including health insurance premium and Health Savings Account, if the employee elects such coverage. This amount includes \$2000 per year to be deposited in the employee's Health Savings Account. This annual benefit amount is to be applied as follows:

1. The employee must purchase the following benefits made available by the District:
 - a. \$10,000 term life insurance.
 - b. A long-term disability insurance program with a ninety (90) day waiting period.
2. The employee must choose one of the following benefits made available by the District:
 - a. Health insurance with a \$533.60 (\$526.19 premium + \$7.41 Self-funded Insurance Fee) monthly premium and \$2000 annually to be deposited in the employee's Health Savings Account. Payment to the Health Savings Account will occur as follows: September - \$350, October \$350, November through August - \$130 per month.
 - b. If the employee does not elect to purchase the insurance plan described in #2 above, then \$400.00 per month will be paid out in cash. Proof of non-individualized insurance must be provided.
3. Employees may purchase through payroll deduction any of the following additional benefits:
 - a. The addition of spouse, children, or family insurance
 - b. Additional life insurance (as offered by the company)
 - c. A tax-sheltered annuity as selected by the employee
 - d. Dental insurance
 - e. Vision insurance

Section B – General Insurance Provisions

All terms and conditions of insurance coverage provided, including, but not limited to, eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

The Board shall have the right at any time to procure the insurance referred to in this article from any reputable insurance company, provided the coverage is substantially the same

Article VII Supplemental Pay

Section A – Extra Duty Pay

An employee who is assigned extra curricular duty shall be paid according to Schedules B which is attached to this agreement.

Section B – Filling Extra Duty Assignments

The Board shall have the right to fill extra curricular duty assignments, either from within or from outside the bargaining unit employees. The district shall advertise in-house all extra duty positions five days in advance of posting outside the district.

Each employee shall take tickets at one event free of charge. After such time that the one free event is fulfilled, they may then sign up for additional events with their respective building administrator/activities director. The volunteers for these events will be paid a sum of \$25 per event.

Section C – Mileage

An employee who is approved to use his/her automobile in the performance of his/her duties will be paid at the current state mileage rate. No mileage will be paid for commuting to and from work.

Article VIII Seniority

Section A – Definition

Seniority shall be defined for purposes of this agreement, as the number of years of continuous employment in the District since the employee's last date of hire.

Section B – Seniority List

The Board will provide the Association a seniority list no later than November 1 of each school year. Protest of errors and/or omissions from such a list must be made to the District within ten (10) days from the date of providing the list, otherwise the list will stand as being correct.

Article IX Staff Reduction Procedure

Section A – Reduction Procedure

All employees are covered under this staff reduction procedure, including employees on extended leaves of absence.

Job Classification – For the purpose of staff reduction, employees shall be classified as follows:

- | | |
|----------|---|
| 1. PK-6 | Classroom Teachers |
| 2. 7-8 | Subject Matter Teachers – By Certification |
| 3. 9-12 | Subject Matter Teachers – By Certification |
| 4. K-12 | Art Teachers |
| 5. K-12 | Instrumental Music Teachers |
| 6. K-12 | Vocal Music Teachers |
| 7. K-6 | Physical Education Teachers |
| 8. 7-12 | Physical Education Teachers |
| 9. K-6 | Title I Teachers |
| 10. K-12 | Guidance Counselors and At-Risk Counselors |
| 11. K-6 | Special Education Teachers – By Certification |
| 12. 7-12 | Special Education Teachers – By Certification |
| 13. 7-12 | Exploratory/Vocational Teacher – By Certification |
| 14. 7-12 | Alternative High School Teacher |
| 15. K-12 | Media/Library Services |

Employees shall be classified based upon their assignment during the school year in which staff reduction procedures are commenced. An employee with an assignment in more than one of the categories listed above in this section shall be classified in the category in which he/she has the greatest number of periods of assignment. If the number of periods of an employee's assignment is equal, then the employee shall be classified in the category in which he/she has the greatest length of service.

When the Board determines that employees should be laid off, the following procedure will determine the order in which employees shall be laid off:

1. The Board shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Board has received resignations in the classification in which reduction is sought prior to the issuance by the Superintendent of Notice of Intent to Terminate Contract.
2. Unless the employees are needed to maintain an existing program, employees with emergency and/or temporary certification will be laid off first.

3. Unless the employees are needed to maintain an existing program, probationary employees will be laid off next. If there is more than one probationary employee in the affected job classification, then probationary employees will be laid off based upon seniority.
4. If the staff reduction cannot be fully accomplished following the layoff of employees as provided in steps 1-3 above, then the employee(s) in the job classification with the least seniority shall be laid off.
5. Any employee who has initially been identified for layoff in step 4 shall have the right to displace the least senior employee in another job classification, provided the initially identified employee has the proper licensure to perform the job in that classification.

Section B – Recall Rights

An employee shall have recall rights, in the reverse order of reduction for two (2) years, to any position which becomes available within the employee's area of certification.

Should an employee on layoff from a full-time position, accept a less than full-time position, he/she will be eligible to accept a full-time position in line with his/her recall rights.

Section C – Notification of Recall

An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept the position by notifying the superintendent, by certified mail, within ten (10) days of receipt of the notice. If the employee fails to provide such notice of acceptance within the ten (10) day period, the employee will be deemed to have refused the position offered and all recall rights are forfeited.

Section D – Return from Layoff

An employee accepting recalled employment shall have his/her unused accumulated sick leave days at the time of layoff restored.

A recalled employee shall be reinstated to the next consecutive vertical step on which he/she was placed at the time of the layoff.

Section E – Exclusions

An employee hired to fill a vacancy created by a leave of absence or an employee hired after September 1st shall be excluded from any benefits of this article.

Article X Transfer Procedure

Section A – Definitions

A transfer shall be defined as the permanent movement of an employee from elementary to subject area (7-12), subject area (7-12) to subject area (7-12), or from subject area (7-12) to elementary. The realignment of employees within these levels shall not be considered a transfer. A vacancy shall be defined as those positions that will remain vacant after the Board has exercised its right to realign and/or promote current employees.

Section B – Procedures

All requests for voluntary transfers for the following year must be in writing in the form of a letter sent to the superintendent no later than May 1st of the current year or within two (2) weeks from when a vacancy is advertised. This letter must contain specific reasons for requesting the transfer.

The consideration of a voluntary transfer of an employee will be based on qualifications, certifications, and as determined by the administration.

Written notice of voluntary transfer will be given to the employee concerned as soon as possible. If a request for a voluntary transfer is denied, the specific reasons for the denial shall be given in writing to the employee.

Requests for voluntary transfers are kept for only one (1) school year. Renewal must be made each year.

Notices of future staff vacancies will be posted in each building as soon as possible after the administration has determined that a vacancy does exist.

The assignment of certified personnel and their transfers to positions within the district will be made by the superintendent or his/her designee, with Board approval. A teacher's request for transfer will be considered whenever the best interests of the school system will be served.

Notice of an involuntary transfer or reassignment shall be given in writing to the employee as soon as practical.

If an involuntary transfer is necessary, the Administration will take into consideration, so far as is practical, the employee's training, qualifications, certification, experience, specific achievements, and service to the District. The employee will be given written reason for the transfer.

Assignments will be based on the needs of the school district and the qualifications of staff members. Personnel will be assigned without regard to race, creed, color, gender, national origin, religion, age, or disability.

If the employee is asked to work in an area for which the employee is not endorsed the district will reimburse the cost as follows. The district will reimburse the employee for tuition and books upon completion of each course. After the certification is completed, the employee is required to teach in the district for two (2) years for a total of twelve (12) credits or less, and five (5) years for a total of thirteen (13) or more credits. If for any reason the employee is unable to fulfill the obligation, the employee will reimburse to the district the cost proportionally for the amount of time not completed.

Article XI Evaluation Procedures

Section A – Notification

Within one (1) month after the beginning of each school year the administrative staff shall acquaint employees with the evaluation procedures to be used. In the event of any changes in the evaluation procedures, the administration shall acquaint all employees with such changes.

Section B – Number of Evaluations

The performance of all staff members in their first or second year will be evaluated a minimum of two (2) times each school year. Beyond their second year of service, staff members will be formally evaluated at least once every three years by the administration. Nothing in this language shall preclude more frequent evaluations if deemed necessary by the administration.

For teachers involved in a regular three-year evaluation cycle, year one and two of the cycle will also include the teacher participating in a process of peer review. Peer group reviews will occur on an informal, collaborative basis focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan.

Peer group reviews shall not be the basis for recommending that a teacher participate in an intensive assistance program, and shall not be used to determine the compensation, promotion, layoff, or termination of a teacher, or any other determination affecting a teacher's employment status.

Section C – Deficiencies

Deficiencies noted on the evaluation shall include suggestions, from the evaluator, to improve performance. Failure to note such deficiency on the next evaluation shall imply satisfactory performance.

Section D – Written Evaluations

A conference will be held with the evaluator within ten (10) working days following each observation. Employees shall receive a written copy of all formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy.

The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.

Section E – Employee Reply

The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within three (3) days of the conference.

Section F – Informal Visits

Informal classroom visits by the superintendent and/or designee may occur at any time.

Section G – Other Evaluative Material

The above provisions deal with but a single method of employee evaluation, i.e., evaluation of the classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the administration of the school district.

Any other evaluative material, positive and/or negative, will be reduced to writing and be placed in the employee's personnel file. The employee will receive a copy of such material. The employee may request a meeting with the principal to discuss such material.

Section H – Denial of Salary Increase

An employee who receives an overall unsatisfactory evaluation for the year will not be entitled to any salary increase the next year.

Section I – Right to Grieve

An employee who has been denied a salary increase based upon an evaluation shall have the right to grieve such evaluation.

Article XII Dues Deductions

Section A – Authorization

Any certified employee may sign and deliver to the East Mills Education Association an authorization card authorizing payroll deduction of Association dues. The Association shall deliver authorization cards to the superintendent's office not later than September 15th. New authorization cards shall be required each year. Pursuant to reception of authorization cards the Board shall deduct one-tenth (1/10th) of the total dues from the regular salary check of the employee each month for ten (10) months. The Board shall

transmit dues to the Association within a reasonable time following each regular pay period.

Section B – Pro-Rated

An employee who is employed after October 5th shall have the appropriate amount of Association dues pro-rated on the basis of the remaining months of employment through August.

Section C – Hold Harmless

The Association agrees to hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the proper applications of Paragraph A and B above.

Article XIII Safety and Health

Section A – Safety

The Board shall endeavor to provide and maintain a safe place of employment. All employees shall perform their duties in a safe manner.

Such special clothing and equipment as may be required by law will be provided by the employer.

Section B – Employment Physical Examination

A new employee shall furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease at the time of signing his/her individual contract. The Board will pay up to a maximum of thirty-five (35) dollars for such examination upon submission of a bill.

Section C – Required Physical Examination

The Board may require a medical examination when, in its judgment an examination is relevant to an employee's performance of assigned duties. The cost of such physical shall be paid by the employer.

Section D – Medical Activities

The Board shall not require any employee other than certified medical personnel to perform body/head lice inspections, dispense medication or perform any medical functions.

Article XIV Grievance Procedure

Section A – Definition

A grievant shall mean an employee, group of employees, or the Association. A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

Section B – Procedure

Step One: The grievant, or his/her designee, will present a written grievance on an approved form (Appendix C) to his/her principal within ten (10) business days of the date the employee should have had knowledge of such event and/or condition which gave rise to the grievance. The grievance shall state the name(s) of the grievant(s), the facts giving rise to the grievance, the section of the contract allegedly violated, the relief requested and it must be signed by the grievant. Within ten (10) business days after the receipt of the grievance the principal shall give a written answer to the grievant.

Step Two: If the grievant, or his/her designee, is not satisfied with the Step One answer he/she will, within ten (10) business days of the receipt of the principal's answer, submit the written grievance to the superintendent. The superintendent shall have ten (10) business days to submit a written answer to the grievant.

Step Three: If the grievance is not resolved in Step Two, the Association will, within fifteen (15) days of the answer in Step Two, write to the American Arbitration Association requesting a list of arbitrators. Written notification will simultaneously be sent to the employer. The parties agree to follow American Arbitration Association rules for the procedure. Upon selection of an arbitrator there shall be a hearing and a written decision issued by an arbitrator. The decision of the arbitrator shall not add to, subtract from, disregard, alter, or modify any terms of this agreement. The expenses of the arbitration shall be shared equally by the employer and the Association. Each party will pay fees incurred in the presentation of its case.

Section C – General Provisions

If the grievance is not presented within the time limits set herein the grievance shall be considered waived.

If the grievance is not appealed to the next step within the specified time, it shall be considered settled on the basis of the employer's last answer.

The failure of the employer to give an answer within the prescribed time limits shall permit the grievance to be moved to the next step except the Association must take positive action in complying with the procedures and time limits of Step Three.

Time limits may be extended by mutual written agreement of the employer and the grievant.

The investigation or processing of a grievance shall not, as far as possible, be carried out during working hours. However, if such investigation or processing is necessary during working hours it will not interfere with an employee's assigned duties.

The parties may mutually agree to a meeting at any state of the grievance procedure.

The arbitration hearing shall be a private hearing with only the necessary parties at the hearing.

Documents relating to the processing of a grievance shall not be filed in an employee's personnel file.

A grievant may be represented by an Association representative at any meeting of the parties to discuss the grievance.

Section D – Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration, against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure solely by reason of such participation.

Section E – Released Time

When it is necessary for an aggrieved person and an association representative to meet with an arbitrator, regarding a grievance during the workday, said aggrieved person and representative shall be released by paying the cost of his/her substitute.

Article XV Compliance and Duration

Section A – Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section B – Printing Agreement

The Board will pay the cost of printing the agreement.

Section C – Duration

This agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2018. Language and provisions regarding salaries and benefits, including Section E of Article V, in regard to placement on the salary schedule, shall continue in effect until June 30, 2018. The second year of this agreement is an overall package increase of three and a half percent. (3.5%)

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective presidents attested to by their respective chief negotiators, and their signatures placed thereon, all on the 31st day of May, 2016.

East Mills Education Association

East Mills Community School District

President

President

Chief Negotiator

Chief Negotiator

Chief Negotiator

Appendix A
Authorization for Payroll Deduction for Education Association Dues

I hereby request and authorize the Board of Education of the East Mills Community School District as my remitting agent, to deduct from my earnings each month a sufficient amount 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 East Mills Education Association.

Date: _____

Signature: _____

Social Security Number: _____

**Appendix B
Grievance Form**

Name of Aggrieved Person(s): _____

Step One

Date Violation Occurred: _____

Specific Provision of Contract: _____

Statement of Grievance: _____

Remedy Sought: _____

Signature of Grievant: _____

Date: _____

Date Received by the Principal: _____

Disposition by the Principal: _____

Signature of the Principal: _____

Date: _____

Step Two

Signature of Aggrieved Person: _____

Date Received by the Superintendent: _____

Disposition by the Superintendent: _____

Signature of the Superintendent: _____

Date: _____

Step Three

Signature of Aggrieved Person: _____

Signature of Association President: _____

Date Submitted: _____

Date Received by Superintendent: _____

**Schedule A
Salary Schedule
2016-2017**

STEP	BA	BA+10	BA+20	BA+30	MA	MA+1 2	
	750	750	750	750	1,100	750	
1	34469	35219	35969	36719	37819	38569	
2	35119	35869	36619	37369	38469	39219	650
3	35769	36519	37269	38019	39119	39869	650
4	36419	37169	37919	38669	39769	40519	650
5	37069	37819	38569	39319	40419	41169	650
6	37719	38469	39219	39969	41069	41819	650
7	38369	39119	39219	40619	41719	42469	650
8	39019	39769	40519	41269	42369	43119	650
9	39669	40419	41169	41919	43019	43769	650
10	40319	41069	41819	42569	43669	44419	650
11		41719	42469	43219	44319	45069	650
12		42369	43119	43869	44969	45719	650
13		43019	43769	44519	45619	46369	650
14		43669	44419	45169	46269	47019	650
15		44319	45069	45819	46919	47669	650
16				46469	47569	48319	650
17				47119	48219	48969	650
18				47769	48869	49619	650
19				48419	49519	50269	650
20				49069	50169	50919	650

Career Increment:

Each teacher will be moved up one step to accommodate his or her normal attrition so as to provide a raise. If the move would not result in a raise, then the affected teacher shall receive a raise equal to ½ step (\$325) + the amount added to the generator base (2015-2016 - \$26,730, 2016-2017 \$27,675) for the 2016-2017 contract. If the employee moves horizontally due to additional hours they will also receive the appropriate raise for that movement.

Schedule B
Extra Duty Pay Schedule

Current Base Salary = \$27,675					
Position	%	Amount	Position	%	Amount
Activities Director	21.44%	\$5934	HS SAT Coordinator	3.63%	\$1004
HS Head Football	9.52%	\$2635	Drama/Play Sponsor	3.63%	\$1004
HS Head Volleyball	9.52%	\$2635	JH Assistant Football	2.81%	\$778
HS Head Girl's BB	9.52%	\$2635	JH Assistant Volleyball	2.81%	\$778
HS Head Boy's BB	9.52%	\$2635	JH Assistant Girl's BB	2.81%	\$778
HS Head Girl's Track	9.52%	\$2635	JH Assistant Boy's BB	2.81%	\$778
HS Head Boy's Track	9.52%	\$2635	JH Assist Girl's Track	2.81%	\$778
HS Head Golf	9.52%	\$2635	JH Assist Boy's Track	2.81%	\$778
HS Head Softball	9.52%	\$2635	JH Assistant Wrestling	2.81%	\$778
HS Head Baseball	9.52%	\$2635	JH Weightlifting	2.81%	\$778
HS Head Wrestling	9.52%	\$2635	Jr. Class Sponsor	2.27%	\$628
HS FFA Sponsor	9.52%	\$2635	HS Math Bee Sponsor	2.27%	\$628
HS Assistant Football	6.28%	\$1738	HS NHS Sponsor	2.27%	\$628
HS Assistant Volleyball	6.28%	\$1738	HS Student Council	2.27%	\$628
HS Assistant Girl's BB	6.28%	\$1738	HS HOSA Sponsor	2.27%	\$628
HS Assistant Boy's BB	6.28%	\$1738	HS Business Club	2.27%	\$628
HS Assistant Golf	6.28%	\$1738	5 th /6 th Band Comp.	1.59%	\$440
HS Assistant Track	6.28%	\$1738	JH Cheerleading	1.59%	\$440
HS Assistant Softball	6.28%	\$1738	JH Yearbook Sponsor	1.59%	\$440
HS Assistant Baseball	6.28%	\$1738	JH Drama/Play	1.59%	\$440
HS Assistant Wrestling	6.28%	\$1738	Elem. Drama/Play	1.59%	\$440
HS Weight Room Super.	5.44%	\$1506	Building Tech Support	1.59%	\$440
Web Site/Newsletter Mgr	5.44%	\$1506	JH Student Council	1.39%	\$385
HS/JH Band Competition	5.44%	\$1506	5 th /6 th Summer Band	1.39%	\$385
HS/JH Vocal Competition	5.44%	\$1506	Honor Band	1.39%	\$385
JH Site Coordinator	5.44%	\$1506	JH/Elem. Math Bee	1.00%	\$277
JH Head Football	4.30%	\$1190	Lunch Duty Supervisor	0.75%	\$208
JH Head Volleyball	4.30%	\$1190	Per quarter exclude duty		
JH Head Girl's BB	4.30%	\$1190	free lunch		
JH Head Boy's BB	4.30%	\$1190	JH Success Club		\$25/hr principal
JH Head Girl's Track	4.30%	\$1190			approved
JH Head Boy's Track	4.30%	\$1190	Elem. Academic Club		\$25/hr principal
JH Head Wrestling	4.30%	\$1190			approved
HS/JH Summer Band	3.63%	\$1004	Summer Sch. Programs		\$25/hr principal
HS Annual Sponsor	3.63%	\$1004			approved
HS Speech Sponsor	3.63%	\$1004			
HS Cheerleading Sponsor	3.63%	\$1004			
HS Concessions Manager	3.63%	\$1004			
HS FCCLA Sponsor	3.63%	\$1004			
Elem. SAT Coordinator	3.63%	\$1004			

**Appendix C
Horizontal Lane Movement
Request for Program/Course Approval**

_____ Employee Name

I am requesting that the following degree program be approved for horizontal lane movement on the East Mills Community School District Salary Schedule. Once a degree program has been approved, the employee is not required have subsequent individual courses approved in advance so long as those courses are leading to the degree program approved by the superintendent.

_____ Degree Program

_____ College or University

OR

I am requesting that the following courses be approved for horizontal lane movement on the East Mills Community School District Salary Schedule.

Courses:

_____ Date Submitted to Superintendent

_____ Employee Signature

_____ Program/Course **APPROVED**

_____ Program/Course **DENIED**

Reason for Denial:

_____ Date

_____ Signature of Superintendent