

MASTER CONTRACT

between

MARSHALLTOWN EDUCATION ASSOCIATION

and

THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT

for the

SCHOOL YEARS

2024/2025-2028/2029

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AGREEMENT

The Board of Directors of the Marshalltown Community School District in the County of Marshall, State of Iowa (hereinafter referred to as the "Board") and the Marshalltown Education Association, an affiliate of the Iowa State Education Association and the National Education Association (hereinafter called the "Association"), on behalf of the Association and on behalf of the Employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

ARTICLE I **RECOGNITION**

Section 1. The Board hereby recognizes the Association as the certified, exclusive and sole bargaining representative, for the purpose of collective bargaining for all employees of the Board described in the Public Employment Relations Board certification issued in Case No. 116 on May 27, 1975, which designation includes duly certified classroom teachers, counselors, librarians, school nurses and special resource personnel and excludes the following: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Department Coordinators, Dean of Students, Director of Human Resources, Executive Director of Education Services, Director of Special Education, Director of Buildings & Grounds, Executive Director of Finance and Operations, Director of Transportation, Director of Communications, Director of Food and Nutrition Services, Director of Technology, Director of Student Services, Athletic Director, paraprofessional staff, custodial and maintenance personnel, food service personnel, transportation department personnel, office clerical employees, supervisors and other personnel excluded by the Public Employment Relations Act. Throughout this Agreement, whenever the terms "Employee" or "Employees" are used, they shall refer to Employees within the bargaining unit, unless otherwise noted.

Section 2. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf.

Section 3. It is recognized by the Board and the Association that in view of the provisions of this Article I, Board Policy No. 400.1 shall be of no further force or effect.

ARTICLE II **GRIEVANCE PROCEDURE**

Section 1. A grievance is a difference of opinion between the Board and an Employee or a group of Employees, or between the Board and the Association, with respect to the meaning, interpretation or application of any term or terms of this Agreement.

Section 2. (a) Every Employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. In the event a grievant does not wish the Association to represent the grievant, a representative of the Association may, nevertheless, be present at the second, third and fourth steps of the grievance procedure.

(b) The failure of an Employee (or, in the event of an appeal to arbitration, the

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

(c) It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or other Employees.

Section 3. (a) First Step.

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her principal.

(b) Second Step.

If the grievance cannot be resolved informally, the grievant shall file the grievance, in writing, using the grievance form, Schedule D, and, at a mutual agreeable time, discuss the matter with the principal. At this discussion, the grievant may be accompanied by a representative of his/her choice, if the grievant so desires. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to be in question and shall state the remedy requested. The filing of the formal written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance or the grievance shall be considered waived; provided, however, that if the Employee can establish that he/she did not know and should not have known of the occurrence of the event giving rise to the grievance within such period of ten school days, the grievance can be filed within five (5) school days after the Employee knows or should have known of the occurrence of the event, but in no case may the grievance be filed later than twenty (20) school days after the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the grievant and to the superintendent within ten (10) calendar days after receipt of the grievance.

(c) Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and, if he/she desires, a representative of his/her choice and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant, the Association, the principal and the Board.

(d) Fourth Step.

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial arbitration. The Association may submit in writing a request on behalf of the Association and the grievant to the superintendent within ten (10) school days from receipt of the step three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the Federal Mediation and Conciliation Service will be required to provide a panel of five

arbitrators. Each of the two parties will alternately strike one name at a time from the panel list until only one shall remain. The remaining name shall be that of the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and to decide the particular grievance submitted to him/her. He/She shall not have authority to add to, delete from or in any way modify, alter or amend any provisions of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Section 4. Group Grievance. If a grievance affects a group or class of Employees because of the existence of the same facts and issues, the Association may initiate such grievance by submitting the same in writing to the superintendent or his designee and the processing of such a grievance shall be commenced at step three. No individual Employee shall have any right to file or process a grievance on any issue which is the subject of a group grievance filed by the Association under this Section 4.

Section 5. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through the first three steps in the grievance procedure by the end of the school year, the time limit set forth above shall be proportionately reduced at each step of the procedure so that processing of the grievance through the third step can be accomplished not later than twenty (20) calendar days after the end of the school year.

Section 6. Neither the Association, the Board, the Administration, nor an Employee shall release information to the public media concerning a grievance until the grievance has reached the fourth step in the grievance procedure.

Section 7. No reprisals 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 as a result of participating in the grievance procedure.

ARTICLE III **OTHER PAYROLL DEDUCTIONS**

Section 1. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for contributions to the Marshalltown School Foundation, United Way, for the Employee's share of group hospital and surgical insurance premiums, for premiums for tax-sheltered annuities, and for any other plans or programs jointly approved by the Association and the Board. Payroll deductions for tax-sheltered annuities shall commence within forty-five (45) days following receipt, by the Business Office, of the Employee's authorization.

Section 2. Employees extending authorization for any payroll deduction may rescind such authorization for any or all deductions by giving the Business Office a thirty (30) day written notice. Payroll deductions in such event shall be discontinued as of the second payday following receipt by the Business Office of the notification of rescission.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Public Office. A leave of absence without pay and without the continuation of any fringe benefits, not to exceed six years, may be granted to an Employee upon application, for the purpose of permitting such Employee to serve in an elective public office at the state or national level. Upon return to employment following the completion of such leave, any sick leave and any unused personal leave accrued by the Employee prior to such leave shall be reinstated and the Employee shall resume the same position on the salary schedule as he/she occupied at the commencement of such leave.

ARTICLE V

EMPLOYEE WORK YEAR

Section 1. Contracts with certified personnel shall be in writing and shall state the length of time the contract is in force, the total compensation for the contract period, together with the schedule of periodic payments. Such contract shall be approved by the Board, signed by the Employee, president and secretary of the Board and filed with the secretary. Teachers' contracts will extend over a period of one hundred ninety (190) days. Such days may be used for teaching, for parent teacher conferences, workshops, institutes, conventions, etc., as the Board may determine, but one (1) of such days shall be a non-mandatory teacher preparation day. Certified staff who are required to report grades will receive a half day of contract time to work on report cards near the end of each semester. Certified staff who are required to hold parent-teacher conferences will receive a minimum of three hours of contract time to prepare for these meetings once in the fall and once in the spring.

Section 2. The Board shall promptly notify the Association and each Employee as to the vacation periods as soon as the school calendar has been set for that year.

ARTICLE VI

EMPLOYEE HOURS AND LOAD

Section 1. The normal hours of building operation shall be from 8:00 a.m. to 4:00 p.m. on Monday through Thursday and from 8:00 a.m. to 3:30 p.m. on Friday, and, unless other arrangements have been made with the principal, teachers are expected to be present in their respective buildings during such hours. Variations or changes in such hours of operation may be made by the Administration as may, in its discretion, be necessary or convenient to carry out the objectives or to satisfy the needs of a particular program or programs. Certified staff will not be required to report to work for two contract days per year, yet they will be credited for these two days. This is in recognition of the additional off-contract time required for holding conferences.

Section 2. (a) Supervisory assignments outside of the normal hours of building operation pertaining to athletic and fine arts programs may be made in the discretion of the Administration as necessary to meet the requirements of such programs. Before requiring an Employee to fill more than two (2) such assignments during any one school year, an effort will be made to obtain

suitable volunteers therefore and no Employee shall be required to perform more than three (3) such assignments during any one school year.

(b) An Employee shall not be required to accept a supervisory assignment during the Thanksgiving, Christmas and Spring Break vacation periods but an Employee who consents to such an assignment will receive double credit against the required supervisory assignments provided for herein.

(c) Employees may, with the consent of the building principal, exchange supervisory duties or assignments or make arrangements with other Employees if notification of such changes is given to the building principal or his/her designee in advance of the event.

(d) Part-time Employees shall be assigned supervisory duties prorated on the basis of contracted employment.

(e) Employees teaching in the elementary level shall not be required to accept assignments outside of the elementary level and Employees teaching in the lower and upper secondary level shall not be required to accept assignments outside of their assigned secondary level. This shall not preclude Employees selected by the Administration from volunteering for cross-level assignments.

(f) The term "supervisory assignment" does not include time spent on a voluntary basis by coaches or other interested personnel in assuring the smooth operation or functioning of any particular activity.

Section 3. Meetings involving all of the faculty and staff at any one building may be called by the Administration as required from time to time but such meetings will not last for more than 60 minutes or beyond 4:30 o'clock p.m., whichever comes earlier, but the 60-minute requirement shall not apply in those cases where school has been dismissed early in order to provide for additional meeting time. Neither shall the above time limits apply in the event those in attendance at the meeting voluntarily desire to continue the same in order to complete the business then being considered. Meetings extending beyond 4:00 p.m. should not be scheduled more than twice per month.

Section 4. In the event that schools in the District are closed by the superintendent because of snow or other inclement weather, no Employee will be required to report for duty, but Employees may, if they so desire, voluntarily report for work.

ARTICLE VII **EMPLOYMENT AND ASSIGNMENTS**

Section 1. Each Employee, who has a change in assignment for the forthcoming school year, shall be given written notice of such change as early as possible but not later than thirty (30) calendar days prior to the commencement of the school year, subject to further change if unanticipated conditions arise necessitating a change.

ARTICLE VIII **HEALTH PROVISIONS**

Section 1. Physical examinations shall be required of all Employees in accordance with the requirements of the State of Iowa, Department of Public Instruction. Each Employee may select his/her own physician for purposes of such examinations and the results of the examinations will be submitted to the Board on a form prescribed by the Superintendent. The examination and the submittal of the form shall occur upon the Employee's initial appointment. The Board shall have no responsibility for the cost of required physical exams, the cost of the same to be submitted by the Employee through the group hospital and surgical insurance plan as set forth in Article XVI.

Personnel whose physical well-being may be in doubt in the opinion of the Administration shall present satisfactory examination results when requested to do so. The same examination form shall be utilized in this instance as is used for the regular routine examination.

All personnel shall be required to undergo a tuberculosis skin test examination at the beginning of service and the cost of which shall be borne by the Board. In the event of a positive skin test examination, the Board may require a follow-up x-ray examination, the cost of which will be borne by the Board.

Any Employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

ARTICLE IX **SAFETY PROVISIONS**

Section 1. The Board shall provide each Employee with a serviceable desk and chair. The Board shall also provide non-prescription goggles or safety glasses in the shops area, without charge to the Employees. Employees will exercise due care for the proper safekeeping and maintenance of any safety devices furnished by the Board.

Section 2. An Employee who, in the course of employment, suffers a personal injury causing temporary total disability, or a permanent partial or total disability, resulting from an episode of violence toward that Employee, for which workers' compensation under Chapter 85 of the Iowa Code is payable, shall be entitled to receive workers' compensation, which the District shall supplement in order for the Employee to receive full salary and benefits for the shortest of the following periods:

- (a) One year from the date of the disability.
- (b) The period during which the Employee is disabled and incapable of employment.

An Employee shall not be required to use accumulated sick leave or vacation during such period of disability. The Board may require the Employee, as a condition of receiving benefits under this section, to provide a signed statement that justifies the use of such leave and, if medical attention is required, a certificate from a licensed physician that states the nature and duration of the leave.

Section 3. Whenever any civil action for damages is brought against an Employee arising out of the performance of the Employee's assigned duties, pursuant to Board policy, the Board shall, within the scope of the public liability insurance coverage carried by the Board, provide the

Employee with a legal defense and with indemnification for actual damages assessed against the Employee, excluding any indemnification for punitive or exemplary damages. The Board agrees to continue to carry general comprehensive liability, legal liability and umbrella insurance coverage.

Section 4. Employees shall immediately report cases of assault suffered by them in connection with their employment to the building principal or other immediate supervisor and, at the Employee's discretion, to the police.

ARTICLE X **SENIORITY PROVISIONS**

Section 1. When two or more applicants desire the same extracurricular position, including summer school positions, and skill, ability, qualifications and subject matter competence are relatively equal in the sole and exclusive judgment of the administration, seniority will prevail in the making of the assignment. If two employees have the same hire date, the date they signed their first contract with MCSD as a certified staff member will prevail.

ARTICLE XI **SALARY AND EXTRACURRICULAR SALARY SCHEDULE**

Section 1. The salary schedule shall be increased for the 2025-2026 school year by \$450 from a B.A. base of \$35,024.00 to a B.A. base of \$35,474.00.

Section 2. The Extracurricular Salary Schedule attached hereto as Schedule C will be in effect during the term of this Agreement. The Extracurricular Salary Schedule sets forth the total additional compensation for the positions indicated, including, without limitation, any and all extended contract compensation paid for coaching positions during the 2021-2022 through 2028-2029 school years. The compensation for the assignments set forth in Sections A, B, C, D and E of the Extracurricular Salary Schedule will be indexed (at the dollar amount specified in Schedule C) as a percentage of Step 3 of the B.A. lane (\$36,066.00) for the 2021-2022 school year and will be adjusted automatically thereafter from year to year as changes in the amount of Step 3 of the B.A. lane occur.

Section 3. New Employees being hired into the District with less than four (4) years teaching experience will be placed initially on Step 5 of the appropriate lane on the salary schedule (Appendix A).

Section 4. Employees shall be placed on the salary schedule according to their education attained and their number of years of experience. Unless otherwise agreed to by the Board and MEA, new Employees being placed initially on the salary schedule shall receive full credit for teaching experience outside the Marshalltown Community School District. Except as may be otherwise provided in the Employee Handbook, Employees may advance one step vertically on the salary schedule for each year of employment in the Marshalltown Community School district. An Employee may move horizontally on the schedule, to a corresponding step, upon completion of approved graduate semester hours as defined below, in accordance with the requirements of Professional Development and Educational Improvement outlined in the Employee Handbook.

The educational lanes on the salary schedule signify attainment by an Employee of the educational levels indicated:

BA: BA degree from a four year educational program at an approved college or university

BA+15: 15 approved graduate semester hours after receiving a BA degree

MA: Master's degree from an approved masters level program at an approved college or university.

MA+15: 15 approved graduate semester hours after receiving an MA degree

MA+30: 30 approved graduate semester hours after receiving an MA degree

MA+45: 45 approved graduate semester hours after receiving an MA degree

Doctorate: Doctors degree from an approved doctoral program at a university

Credits and degrees after the BA was obtained must be directly related to education or content area in order to qualify for advanced placement on the salary schedule. All programs, educational institutions, and hours of credit are subject to approval by the superintendent or designee.

ARTICLE XII COMPLIANCE CLAUSES AND DURATION

Section 1. 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 2. Copies of this Agreement shall be posted online and distributed via email as soon as reasonably possible following execution of the same with the expense of printing to be borne by the Board.

Section 3. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by the Association to the Board at 1002 South 3rd Avenue, Marshalltown, Iowa 50158.

2. If by the Board to the Association at _____, Marshalltown, Iowa 50158.

Section 4. This Agreement shall become effective as of the first contract day of the 2024-2025 school year and will continue in effect until the first contract day of the 2029-2030 school year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all as of the ____21st____ day of __April____, 2025.

MARSHALLTOWN EDUCATION ASSOCIATION

By Paula Johnson Anita Ringgenberg
Its President

By Bradley Weidenaar
Its Chief Negotiator

BOARD OF EDUCATION,
MARSHALLTOWN
COMMUNITY SCHOOL
DISTRICT IN THE COUNTY OF
MARSHALL, STATE OF IOWA

By S/D [Signature]
Its President

By [Signature]
Its Chief Negotiator

