

2024-2025 Tentative Agreement
From the MFL MarMac Teachers Education Association
to the MFL MarMac Community School District

Article V: Base Wages

Base salary for 2024-25

Certified teaching staff who have completed 1-11 years of service will have a base salary of at least \$47,500 as per Iowa Code.

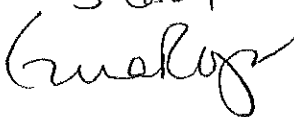
Certified teaching staff who have completed 12+ years of service will have a base salary of at least \$60,000 as per Iowa Code.

Adjustments for education will take place on with an increase of \$1200 per lane from BA, BA15, BA30, MA, MA15, MA30, MA45, EdD. All staff will have an increase in their TSS factor of at least .04 from the previous year. These increases will take place before salary adjustments needed to meet salary minimums required by Iowa Code.

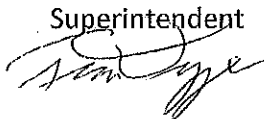
Any staff who are above the salary minimums and did not see a raise due to legislation changes with HF 2612, will see an ISI increase of \$2000.

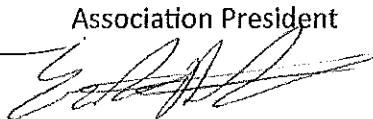
Any Staff who were below the new minimum base salaries and did not see an overall salary increase of at least \$2000, will be compensated appropriately to make sure they see a \$2000 raise overall.

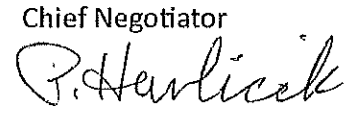
Presented May 3, 2024

5-6-24


Gina Roys
Board President

5-6-24

Tim Duggar
Superintendent

5/3/24

Erik Peterson
Association President

5-3-2024

Pam Havlicek
Chief Negotiator

MFL MarMac Master Contract
2023-2024
2024-2025
and
2025-2026 for specified articles
2026-2027 for specified articles
2027-2028 for specified articles

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ARTICLE I: RECOGNITION:

The Board of Directors of the MFL MarMac Community School District recognizes the MFL MarMac Education Association as the certified, exclusive, and sole bargaining representative for all personnel as described on this certified sheet, which includes All full-time and regular part-time teachers, guidance counselors, and non-administrative certified staff in a teaching capacity as defined by the Board.

ARTICLE II: PROCEDURE FOR NEGOTIATIONS

Section 1. Mutual Commitment to Good Faith Negotiations.

- A. Good Faith negotiations include a free and open exchange of views by the parties involved in the negotiations process. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code.

Section 2. Request for Meetings.

- A. The Board and the Association shall meet for the purpose of negotiations. Request from the Board for negotiation meetings shall be made in writing or orally to the President of the Association or designee. Request from the Association for negotiation meetings shall be made in writing to the Board or its designee.
- B. Within five (5) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request or as mutually agreed.
- C. It is the desire of the Board and the Association that all negotiations meetings and hearings shall be held at mutually agreed upon times outside the regular workday, or as mutually arranged by consent of both parties and the Board

Section 3. Negotiations Teams.

- A. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually agree that their representatives will have the necessary authority to make proposals, counter-proposals, and to reach tentative agreement on items being negotiated.

Section 4. Access to Information.

- A. The Board agrees to furnish the Association upon request such regularly prepared information concerning the financial conditions of the District and other relevant information which may be used in developing negotiations proposals in behalf of the Association. Nothing herein shall require the administrative staff or Board to research and assemble information.

Section 5. Definitions or Terms.

- A. All reference to days shall mean working days unless specified to the contrary.
- B. The term "Board" as used in this agreement shall mean the Board of the MFL MarMac Community School District or its duly authorized representative.
- C. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association.
- D. The term "Association" as used in this Agreement shall mean the MFL MarMac Education Association or its duly authorized representative.
- E. The term "Agreement" shall refer to the total Master Contract.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1. Definitions.

- A. A "Grievant" or "Aggrieved Party" shall mean an employee or group of employees or the Association filing a grievance.
- B. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 2. Representation.

- A. In any grievance, the Association may process such a grievance through all levels of the procedure. Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at the Third Step.
- B. Any party may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choosing.

Section 3. Procedures.

- A. Every employee covered by this agreement shall have the right to present a grievance in accordance with these procedures.
- B. All grievances shall be submitted upon the form as set out in Attachment A. The school district shall not be required to process any grievance beyond the informal level unless it is submitted on the proper form as set out in Attachment A.
- C. The failure of the aggrieved party 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.

- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. All formal grievances shall be handled or processed outside the normal school day.
- E. In the event a grievance is filed on or after May 1 of said school year, the time limits set forth herein shall be reduced so that the grievance procedures may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

Section 4. Steps.

- A. First Step.
An employee shall, within seven (7) days of occurrence of the alleged violation, attempt to resolve any grievance in informal, verbal discussion with his or her principal.
- B. Second Step.
If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within fourteen (14) days from the date of 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 employee, the superintendent, and the Association within seven (7) days after receipt of the written grievance or as mutually agreed upon.
- C. Third Step.
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within three (3) days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) days after such written grievance is filed, the aggrieved and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the Association.
- D. Fourth Step.
If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of the School Board. The Association shall submit in

writing a request on behalf of the Association and grieving employee to the superintendent within five (5) days from the receipt of the third step. The Board shall hear the case and their decision is final. The grievance and proceedings shall be in open session, unless requested closed by the grievant under 21.1(i)(9).

Section 5. No employee shall file any claim or complaint other than that under the grievance procedure of this Agreement. If an employee fails to comply with the grievance procedure's step-by-step approach, the School District shall not be required to process such grievance.

Section 6. The representation and/or the cost of any special request(s) shall be borne by the party so represented or making the request(s).

ARTICLE IV: RECALL

- A. An employee whose contract is terminated pursuant to this Article shall have recall rights for one year to his/her curriculum area or alternate curriculum area provided that such employee shall give written notice of his/her mailing address to the Superintendent by certified mail on or before July 1 of the year in which his/her contract is terminated. The employee shall notify the Superintendent by certified mail of any change in his/her address. If an employee refuses an offer of recall, he/she shall have waived further recall rights.
- B. Recalled employees need only be offered a contract of the same extent as their former contract. In other words, recalled part-time employees need only be offered a part-time contract of the same fraction (or greater) as his/her former contract. Refusal of such an offer shall waive further recall rights. Acceptance of any contract by a recalled employee shall extinguish any recall rights he/she may have arising by virtue of his/her former contract.

- C. If an employee is recalled pursuant to this section, his/her sick leave accrued prior to the termination of the former contract shall be reinstated. Seniority accumulated prior to the contract termination shall be reinstated, but no credit shall be given for the period of unemployment in the District. Credit for education, if applicable and similar employment in other districts shall also be given. Such benefits which accrued under a recalled part-time employee's former contract(s) shall be prorated in accordance with this contract. A recalled employee shall be advanced on the salary schedule one step from his/her former placement.

ARTICLE IV: PROFESSIONAL DEVELOPMENT

Section 1. Professional Development Policy.

It shall be the policy of the Board of Education to delegate to the administrative staff the responsibility of administering professional development programs for all school employees. Professional development programs shall be defined as conferences, workshops, seminars, or clinics administered at the local level by other organizations or institutions. Participation in professional development programs may involve individual employees or group of employees.

Section 2. Professional Development Program Expenses.

Expenses involved in connection with approved professional development programs shall be an obligation of the school district.

Section 3. Professional Development Leaves.

Any approved professional development days which result in an employee's absence from duties, shall not be deducted from the employee's accumulated leaves.

Section 4. Professional Development Committee Selection.

A professional development committee with teacher representation shall be established for the purpose of making recommendations to the administration on the structure and content of the District professional development programs. The teacher representative(s) shall be appointed by the MFL MarMac Education Association.

ARTICLE V: BASE WAGES

Base Salary 2023-24

Base BA	BA15	BA30	MA	MA15	MA30	MA45	EdD
33,560	34,760	35,960	37,160	38,360	39,560	40,760	41,960

Base Salary 2024-25

Base BA	BA15	BA30	MA	MA15	MA30	MA4	EdD
34,360	35,560	36,760	37,960	39,160	40,360	41,560	42,760

Returning teachers will have an Individual Salary Increase (ISI) of 1,000.00 more than their 2023-24 salary minus TSS for 2024-25. Returning teachers in 2024-25 will also get a 1000.00 bonus for all 1.0 FTE Teaching Staff. Teaching Staff less than 1.0 FTE in 2024-25 will have their bonus pay pro-rated to agree with FTE. Bonus pay shall be in December 2024 and May 2025 unless otherwise agreed.

A teacher new to teaching in 2023-24 (BA-Step 0) will exceed 37,500.00 when salary and TSS are combined.

ARTICLE VI: EMPLOYEE HOURS

Section 1. Full-time Employees' Workday.

- A. The workday shall consist of no more than eight (8) hours per day, and the hours shall be consecutive.
- B. Employees may leave the building early for personal business with administrative approval.
- C. There shall be a paid duty-free lunch period of not less than twenty (20) minutes during the workday.

Section 2. Part-time Employees' Workday.

- A. All part-time employees shall be based on full-time equivalency.

Section 3. Calendar Days

- A. The school calendar shall include December 23rd and January 2nd as days of no school, unless otherwise agreed by both parties.

ARTICLE VII: LEAVES OF ABSENCE

Absences from one's assignment shall have prior approval whenever possible. All absences shall be recorded in the central office with annual accounting of accumulated leave at the end of each school year.

Section 1. Sick Leave.

- a. Employees shall be granted fifteen days per year leave (120 hrs.) of absence for personal illness or injury with full pay in the following amounts:

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of 125 days. The School Board shall, in each instance, require reasonable evidence as it may desire confirming the necessity of such leave of absence.

- b. Teachers taking sick leave shall have hourly deductions based on contracted obligation to the district for that day (i.e. – weather related delays/changes)
- c. Teachers who have used all accumulated sick time will have the option to pay their own sub pay as set by the district, for each day used instead of taking a day without pay. (up to 20 days per year.) Anything over 20 days must be approved by the Board. This transaction shall be done through the school's payroll accounting system.

Section 3. Personal or Business Leave.

- a. Each employee shall be granted up to five (5) days (40 hrs.) of personal or business leave with pay, during the contract year, subject to administrative approval. Personal or business leave may not be taken the day preceding or after a holiday without specific approval of the Board of Education. The employee shall not be required to explain the reason for the use of the personal day. Unused personal leave will not be carried over from 2022-23 to 2023-24, as well as any future contract year.
- b. The same provisions for personal leave or business leave apply.

Section 4. Professional Leave.

Professional leave days may be used for any educational purpose. The employee wishing to use a professional leave day shall obtain administrative approval at least one week in advance of his/her absence.

Professional days shall be used for the purpose of:

- A. Visitation to view other instructional techniques or programs.
- B. Attending conferences, workshops, seminars, or clinics conducted by colleges, universities, or other educational institutions or organizations.

Section 5. Educational Improvement.

A. Purpose.

A leave of absence without pay up to one (1) year may be granted to an employee for the purpose of engaging in study at an accredited college or university.

B. Minimum Time to Qualify.

In order to qualify for an educational leave, the employee must have completed at least five (5) full consecutive years of service to this District immediately prior to the leave.

C. Insurance.

The employee shall have the opportunity to continue insurance benefits at the employee's expense.

D. Return.

Upon return from educational leave, an employee shall be placed on the salary schedule and be given the same benefits as he/she would have accrued had he/she taught in the District during such period.

Section 6. Association Leave.

A total of ten (10) days (80 hrs.) per year shall be available to the Association to participate in conferences, conventions, or other activities of the local, state, and national affiliated organizations. Substitutes shall be provided by the School District. These days shall not be deducted from the individual employee's 125 days of accumulated leave.

Section 7. Bereavement Leave.

- A. Up to five (5) days (40 hrs.) of leave with pay shall be allowed at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild. This leave is for each occasion and is not accumulative.

- B. In the event of the death of an aunt, uncle, niece, nephew, first cousin, grandparent-in-law, up to two (2) days (16 hrs.) of leave with pay shall be

allowed. In the event of any other relative who is close to the employee, or a close friend of – up to two (2) days (16 hrs.) of paid leave may be allowed pending the approval of the superintendent. This leave is for each occasion and is not accumulative.

Section 8. Family Illness Leave.

The superintendent or his/her designee may allow absence in the event of illness in the employee's immediate family (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or care-provider.)

Any days approved shall not result in loss of pay, but shall be deducted from the accumulated sick leave of the employee. A doctor's excuse is required for any employee using family leave for more than two consecutive days. Any use of family leave over fifteen days per employee is subject to Board Approval.

Teachers can take one hour increments of family illness leave, as per the provisions of Section 1, b.

Section 9. Jury or Legal Leave.

An employee who is officially called for jury duty during school hours or who is subpoenaed in any judicial or administrative hearing to which the employee is not a party of interest, shall be excused from school duties with neither loss of pay nor use of personal day(s). The employee shall forfeit to the District all pay from such duty.

Section 10. Other Absences.

After giving proper consideration to the individual situation, the superintendent or his/her designee may allow other days of absence for good cause, with or without pay, depending upon the circumstances.

Section 11. Absence Without Pay.

Absence without pay may be authorized upon recommendation of the principal and approved by the superintendent. For each day absence so approved, a deduction of salary for each day shall be in effect, equivalent to the amount that would have been earned for day or days authorized under this category.

Section 12. Absence Unauthorized.

All days of absence without administrative approval shall be deducted from the employee's salary equivalent to the amount that would have been earned for day or days unauthorized absence. A conference regarding unauthorized absence shall be held with administrative staff and a report filed for future reference.

Section 13. Notification Responsibility of Employee.

Any employee granted a leave of absence of more than two (2) weeks shall provide the superintendent or his/her designee a written statement on the form set forth as Attachment D, giving the mailing address and the telephone number at which the employee can be reached. This information shall be provided prior to the start of the leave.

Certified mailing with return receipt sent to the employee at this address shall be considered legal notice to the employee for all purposes of this agreement and Chapter 279 of the Code of Iowa.

ARTICLE VIII: SEVERANCE PAY

The district will buy back unused sick days from Certified Staff at a cost of \$35.00 per day upon separation with the school district or upon retirement. If this benefit of buying back sick days is also part of the district's early separation policy for any given year and if that policy is offered for the same given year and if the dollar amount for that same year is equal to or greater than \$35.00, then this section shall not apply and shall be null and void. If this section is null and void the below paragraph applies.

The district will buy back unused sick days from Certified Staff and a cost of \$35.00 per day upon separation with the school district. This applies only to teachers who do not qualify for the early separation policy that the district is offering. Part-time employees may receive the benefit at a pro-rated rate.

ARTICLE IX: SENORITY

1. Seniority.

A. Seniority shall be determined on the basis of an employee's length of service in the District. "Curriculum area seniority" shall be a fully certified employee's District seniority in comparison with other employees in the curriculum area. Part-time employees shall acquire full year seniority. The date of the employee's signature on the first contract of his or her most recent continuous date of hire shall determine his or her seniority in the District.

B. If more than one employee has the same curriculum area seniority, the employee with the greater amount of post-BA college preparation shall be senior. Post-BA college preparation is defined as the number of credit hours approved by the Administration. If seniority is still identical, seniority shall be determined by lot.

C. Curriculum areas shall be defined as follows:

1. Preschool - Grade 6
2. Mathematics, Science (7-12)
Subject areas include: Mathematics
Science
3. Fine Arts (K-12)
Subject areas include: Art
Instrumental Music
Vocal Music
4. Humanities (7-12)
Subject areas include: Drivers Education
Foreign Language
Language Arts
Physical Education

- 5. Vocational (7-12)
 - Subject areas include: Agriculture
 - Business Education
 - Home Economics
 - Industrial Arts
- 6. Interdisciplinary
 - Subject areas include: Title I
 - Guidance
 - Librarian
 - Special Education

Employees shall be included in every curriculum area that they are either endorsed to teach or are teaching. They shall advance in seniority in each area in which they are endorsed and/or teaching.

A. Seniority List.

On the nearest school day to October 15 of each year, the Superintendent or his/her designee shall provide each employee with a list on the form set forth in Attachment C showing each employee's curriculum area seniority and the endorsement and approval code numbers of each employee via the school email system. If any employee objects to his/her seniority status or any data shown on said list, he/she shall state in writing the objections and the seniority status claimed and deliver the objections to the Superintendent within seven (7) days of receipt of the seniority list. The association shall receive a paper copy of the final seniority list by November 1.

The Superintendent shall mail a copy of the seniority list by certified mail to employees on approved leave of absence and such employees shall have ten (10) days from the date of mailing to object in writing and have the written objections in the possession of the Superintendent.

2. Loss of Seniority.

An employee's seniority shall terminate if the employee resigns, retires, his/her contract is terminated, except as hereafter provided, or he/she fails to respond to a recall notice.

3. Displacement.

A fully certified employee who is notified that their position has been reduced in an interdisciplinary curriculum area in which he/she is teaching will have the right to displace any less senior employee in his/her alternative curriculum area(s).

ARTICLE X: COMPLIANCE CLAUSES AND DURATION

Section 1. Separability.

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then the Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law.

Section 2. Notices.

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

A. If by the Association, to the Board of the MFL MarMac Community School District.

B. If by the Board, to the Association President.

Section 3. Duration Period.

This agreement shall be effective on July 1, 2023, and shall continue in effect until June 30, 2025 for base wages and language.

Section 4. Duration Period for 2025-26, 2026-27, and 2027-28: This agreement shall continue in effect for an additional three years for Items I, II, VIII, IX and X. All other items shall be re-negotiated at the end of the 2024-25 year.

Section 5. Signature Clause.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed there by all on the 30th day of June, 2023.

MFL MarMac EDUCATION ASSOCIATION

MFL MarMac District

By Pamela Harbeck
Chief Negotiator 6-29-23

Dan Corin
Chief Negotiator

[Signature]
MEA President 6/29/23

[Signature]
Board President

ATTACHMENT A
GRIEVANCE FORM

Number

Date Filed

MFL MarMac Community School District

Building

Name of Aggrieved Party

Level of Grievance (Check one)

_____ Step Two: Principal (formal)

_____ Step Three: Superintendent

_____ Step Four: Board

A. Date of Grievance _____

B. Specific section(s) of contract violated _____

C. Statement of grievance _____

D. Remedy requested _____

E. Disposition shall be attached.

Signature

Date

ATTACHMENT B

MFL MarMac SENIORITY

<u>NAME</u>	<u>YEAR EMPLOYED</u>	<u>CURRICULUM AREA SENIORITY</u>	<u>ENDORSEMENT APPROVAL</u>
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Curriculum Areas:

Preschool – Grade 6

Mathematics, Science (7-12)

Fine Arts (K-12)

Humanities (7-12)

Vocational (7-12)

Interdisciplinary

By _____
Superintendent

Date

ATTACHMENT C

**NOTICE OF MAILING ADDRESS
OF EMPLOYEE ON APPROVED LEAVE OF ABSENCE**

To: Superintendent of MFL MarMac Community School District

From: _____
Employee

RE: Notification of Mailing Address and email

You are hereby notified pursuant to ARTICLE VII of the Master Contract that while I remain on leave of absence my mailing address, and email will be:

My telephone number will be _____

I agree and understand that the above shall remain my legal address for all purposes relating to my employment while on approved leave from the MFL MarMac Community School District. I further agree and understand that it is my responsibility to notify the Superintendent by certified mail of any change in the above information and the effective date.

Signature of Employee on Approved Leave

Date

Signature of Person Receiving This

Date

Memorandum of Understanding
Teacher Leadership System

The MFL MarMac Community School District (The District) has applied and received approval from The Iowa Department of Education to participate in the Iowa Teacher Leadership and Compensation Plan. The District and the MFL MarMac Education Association (MFLMMEA) have reached the following agreement in regard to the Master Contract articles that will be affected by the implementation of a local Teacher Leadership and Compensation (TLC). This Memorandum of Understanding (MOU) shall be in effect for the 2015-2016 school year and shall be reviewed and/or amended on an annual basis thereafter.

1. Leadership Positions

Each leadership position will be posted for internal application with a job description attached.

2. Assignment of Teacher Leader

- A. Teachers assigned to TLC positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a TLC supplemental contract for a one-year assignment related to their leadership role. The TLC supplemental contract shall not be subject to Iowa Code 279.
- B. The assignment of teachers to TLC positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to a TL C position.
- C. A teacher who wishes to resign from a leadership position for the subsequent school year (or earlier if mutually agreed upon by both administration and the teacher) may do so prior to April 15. The resignation will not impact the teacher's regular 279 continuing contract. The teacher may fill any vacant bargaining unit position for which he/she is qualified. If there is no vacant position, the staff reduction Article outlined in Article V will be used to create a position.
- D. If the district is going to terminate the teacher's leadership position contract, the teacher must be notified and met with to discuss the reasons by April 15.

3. Seniority

Teachers in TL C positions will be considered members of the bargaining unit and will continue to accrue seniority.

- A. The salary supplements received by teachers assigned to TL C positions will be as specified in the District's approved TLC grant application. The salary supplement is compensation to the teacher in the TLC position.
- B. Teachers in TLC positions will work the number of days specified in the District's approved TL C grant application and as provided by law.

4. Procedures for Staff Reduction

For purposes of staff reduction, teachers in TLC Coach positions shall be considered a member of the bargaining unit and shall continue in the classification to which he/she was assigned at the time of their selection for a TL C position.

5. Separation from Teacher Evaluation

This memorandum of understanding will establish a clear and distinct separation between the TLC system and the evaluation process for the performance of teaching duties.

Teachers in TLC positions will not participate in the formal evaluation process of other teachers.

The evaluation of TLC positions will not negatively impact a teacher's evaluation under Article X of the Master Contract.

The TLC Instructional Coaches will be evaluated by the superintendent for their Instructional Coach portion of their position.

6. Enforcement

This MOU shall become an addendum to the Master Contract and will be subject to Grievance process found in Article III of the Master Contract.

7. TLC costing for Collective Bargaining

The salaries paid from the TLC grant shall not be a part of the costing for the Master Contract bargaining.

The Teacher Salary Supplement amount for those hired to replace Teacher Leaders, will be totally funded from the TLC grant amount.