



**LOUISA~MUSCATINE
COMMUNITY
SCHOOL DISTRICT**

**Employee
Handbook**

**FOR THE
2020~2021 & 2021~2022
SCHOOL YEARS**

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ARTICLE I

EXTRA DUTY PAY

1. The Board and the Association agree that the extra duty activities listed on Schedule B are official school-sponsored activities. Employees in extra duty activities shall be compensated according to the rate of pay or other stipulations listed in Schedule B.
2. The Board and the Association agree that in addition to the employee's regular Iowa Code Chapter 279 teaching contract, an employee selected for a teacher leadership role shall also be issued a supplemental contract for a one-year assignment to that role that provides for additional days and supplemental pay as set forth in the District's DE approved TLC application. The supplemental contract shall not be subject to Iowa Code Chapter 279.

ARTICLE II

INSURANCE

- A. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).
- B. The Board shall cover up to \$660 per month as a health flex credit towards the cost of insurance premiums in the District's section 125 cafeteria plan for each full-time employee (an employee who works six [6] or more hours per day). Regular part-time employees who work at least one-half (1/2) time will be entitled to participate in hospital and major medical with the Board paying a pro-rata portion (actual hours per week worked). Part-time employees who work less than one-half (1/2) time will not be entitled to insurance benefits.
- C. Under the District's 125 cafeteria plan, the District will be required to:
 - Provide long term disability insurance at a 60% claim coverage.
 - Provide a \$10,000 term life insurance policy.
- D. Under the District's 125 cafeteria plan an employee will be required to purchase from their \$660 per month Board contribution:
 - To pay for the administrative cost of the 125 plan, if applicable.

E. Employees under contract:

Contract Year 2020-2021

- Before July 1, 2009, that waive the insurance offered by the district, will be given \$289 per month to take as cash.
- Before July 1, 2009, that were taking the insurance offered by the district and then opt out of insurance coverage after July 1, 2009 and before July 1, 2015, will be given \$167 per month to take out as cash.
- After July 1, 2015 may choose not to select medical insurance if they show proof of coverage through a group plan with a spouse or parent, but they do NOT have the option of receiving a cash benefit in lieu of insurance.

Contract Year 2021-2022

- Before July 1, 2009, that waive the insurance offered by the district, will be given \$160 per month to take as cash.
- Before July 1, 2009, that were taking the insurance offered by the district and then opt out of insurance coverage after July 1, 2009 and before July 1, 2015, will be given \$84 per month to take as cash.
- After July 1, 2015 may choose not to select medical insurance if they show proof of coverage through a group plan with a spouse or parent, but they do NOT have the option of receiving a cash benefit in lieu of insurance.

After Contract Year 2021-2022 may choose not to select medical insurance if they show proof of coverage through a group plan with a spouse or parent, but they do NOT have the option of receiving a cash benefit in lieu of insurance.

ARTICLE III

STAFF REDUCTION PROCEDURE

Termination will be considered within each school division, PK-6 elementary and 7-12 secondary.

The Board shall take into account the following factors in making its decision:

Step 1

Normal attrition resulting from employee's retiring, resigning, or voluntary reduction may be relied upon to the extent it is administratively feasible.

Step 2

Staff members with emergency and/or temporary certification shall be reduced first, unless needed to maintain a program.

Step 3

The remaining employees to be laid off will be selected by examining certification, qualifications, evaluations, curriculum, seniority, performance and other pertinent information including extra duty assignments.

Step 4

When two (2) or more employees are considered equal by the District, under step 4, the decision on which employee to reduce will be based on seniority with the least senior employee being reduced.

Extra duty assignments will be a determining factor when needed to maintain a program where applicable in contract termination. Any staff member who has their contract terminated under provisions of this Article will have recall rights to a position for which he/she is certified and qualified for as determined by the Board for a period of two (2) years from the date of termination, and shall be recalled to that position in reverse order of termination.

The Administration shall provide written notice to the staff member affected by recall.

Any employee re-employed by exercising recall rights shall maintain all unused

accumulated sick leave and shall be placed on the proper step of the salary schedule. A teacher on recall shall not accrue any sick leave or experience on the salary schedule. Any teacher employed by another district during the recall period shall forfeit all recall rights and benefits.

Qualified and certified staff members, as determined by the Board, on leave shall be reinstated in inverse order of placement on leave whenever vacancies exist. The District's offer of such position shall be sent by certified mail and shall be accepted or rejected in ten (10) calendar days by certified mail. Failure on the part of the staff member to meet these requirements may be considered by the District as grounds for termination of recall rights.

Probationary employees and employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1st shall not be eligible for the benefits of this Article.

Any termination or staff reduction appeal, filed by a teacher or his/her representative pursuant to Chapter 279 of the Code of Iowa, shall not preclude the filing of a grievance concerning the facts as they apply to the interpretation and application of the terms of this Agreement.

ARTICLE IV

TRANSFER PROCEDURE

- A. Employees who desire to change buildings, grade assignments or subject assignments may request a transfer in writing. A vacancy shall be defined as those positions that will remain unfilled after the Board has exercised its right to realign and/or promote current employees. Transfers shall apply only to positions defined as vacancies. Teacher requested transfers are made as follows:
1. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent no later than April 15 of the current year. This letter should contain specific reasons for requesting the transfer.
 2. The consideration of a voluntary transfer of an employee will be based on qualifications and certifications. If two employees are deemed to be of equal qualifications and certification the voluntary transfer will be determined by seniority.
 3. Verbal conference of acceptance or denial of transfer, with detailed reasons for his/her decision will be given to the employee concerned. If a reason of denial is issued the employee may request a meeting to discuss reasons within five working days of notice.
 4. Requests for voluntary transfers are kept for only one (1) school year. Renewal must be made each year.
 5. Notice of future staff vacancies will normally be posted in each building for a minimum of three (3) working days.
 6. If an involuntary transfer is necessary, the Administration will take into consideration, so far as practical, the employee's training, qualifications, certification, experience, specific achievements and service to the District. A conference with the employee will be held, if requested.

ARTICLE V

EVALUATION PROCEDURE

- A. Within ten (10) work days prior to the initial formal evaluation, employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed. An employee will be given a full review of the evaluation process in the year(s) the employee will be evaluated. All employees on cycle will be evaluated within the year assigned.
- B. The performance of all professional staff members in their first (1st), second (2nd), and third (3) year will be formally evaluated as deemed necessary by the Administration each school year. Beyond their third (3) year of service, professional staff members will be formally evaluated as deemed necessary by the Administration.
- C. Each employee shall receive a written copy of the formal summative evaluation at a conference with the evaluator. 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/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
- D. 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 two (2) working days of the conference.
- E. Informal classroom observations by an administrator or designee may occur at any time.
- F. The above provisions deal with only a single method of employee evaluation; i.e., evaluation of 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.
- G. In any proceeding in which the District attempts to use past evaluations to justify adverse actions against the teacher, the teacher may challenge the substance of past evaluations as being unfair or unjust.

Adverse action shall be defined as suspension, termination, lay-off or withholding a step increase.

If the adverse action against an employee is staff reduction, under the staff reduction article of the contract, the teacher grievance of the evaluation shall be combined with the grievance, if any, alleging a violation of the staff reduction article or any other article grieved arising out of the same set of events.

A probationary employee (Iowa Code Section 279.19, par. 1) may not grieve their evaluations during that probationary period.

All time lines as they pertain to filing a grievance are hereby waived in regards to grieving past evaluations once adverse action is taken by the school district.

- H. Complaints directed toward an employee which are placed in the employee's evaluation file shall be called to the employee's attention in writing within five (5) days of being placed in the file and the employee shall have the right to respond in writing within five (5) days of receipt of notification.

Schedule B Supplemental Pay Schedule

<u>SPORTS</u>	<u>POSITION</u>	<u>AMT OF BASE</u>	<u>SPORTS</u>	<u>POSITION</u>	<u>AMT OF BASE</u>
BASEBALL	Head	14%	TRACK, Boys	Head	14%
BASEBALL	Ass't	10%	TRACK, Girls	Head	14%
BASEBALL	JH Lead	6.5%	TRACK, Boys	Ass't	10%
BASEBALL	JH	5.5%	TRACK, Girls	Ass't	10%
BASKETBALL, Boys	Head	14%	TRACK, Boys	JH	6%
BASKETBALL, Girls	Head	14%	TRACK, Girls	JH	6%
BASKETBALL, Boys	Ass't	10%	VOLLEYBALL	Head	14%
BASKETBALL, Girls	Ass't	10%	VOLLEYBALL	Ass't	10%
BASKETBALL, Boys	JH Lead	6.5%	VOLLEYBALL	JH Lead	6.5%
BASKETBALL, Boys	JH	5.5%	VOLLEYBALL	JH	5.5%
BASKETBALL, Girls	JH Lead	6.5%	WEIGHT TRAINING	-	4%
BASKETBALL, Girls	JH	5.5%	WEIGHT TRAINING	-	4%
BOWLING	Head	10%	WEIGHT TRAINING	-	4%
BOWLING	Asst	6%	WEIGHT TRAINING	-	4%
CHEER, BASKETBALL		6%	WRESTLING	Head	14%
CHEER, FOOTBALL		4%	WRESTLING	Ass't	10%
CHEER, WRESTLING		6%	WRESTLING	JH	6%
JH CHEER, FOOTBALL		2%			
JH CHEER, Wrestling		2%	ACTIVITIES	AMT/ BASE	
JH CHEER, Girls BB		2%	INSTRUMENTAL MUSIC		17%
JH CHEER, Boys BB		2%	INSTRUMENTAL MUSIC Ass't		10%
CROSS COUNTRY	Head	14%	VOCAL MUSIC		12%
CROSS COUNTRY	JH	6%	FFA		10%
FOOTBALL	Head	14%	SPEECH		10%
FOOTBALL	Ass't	10%	YEARBOOK		10%
FOOTBALL	Ass't	10%	JOURNALISM		10%
FOOTBALL	Ass't	10%	TAG		8%
FOOTBALL	JH Lead	6.5%	DRAMA		5%
FOOTBALL	JH	5.5%	HS STUDENT COUNCIL		6%
GOLF	Head	14%	QUIZ BOWL		2%
GOLF	Ass't	10%	PROM		2%
SOFTBALL	Head	14%	NATIONAL HONOR SOCIETY		8%
SOFTBALL	Ass't	10%	JH STUDENT COUNCIL		1%
SOFTBALL	JH Lead	6.5%	ART SPONSOR		1%
SOFTBALL	JH	5.5%	ACCOMPANIST		5%
			BUSY HANDS PRESCHOOL COORDINATOR		11%
			DANCE		6%

1. The following increments shall be paid for completed years of experience within a sport/activity:

5 years - 1% of base pay
10 years - 2% of base pay
15 years - 3% of base pay

2. Years of experience accumulate as long as it is in the same sport/activity regardless of level (7-12).
3. Years of experience must be at Louisa-Muscatine.
4. Breaks in years of service/experience are disregarded.
5. Years of experience must be under contract (volunteer status does not count).
6. Longevity pay applies only to contract positions above 4% and that involve coaching/instructing rather than just supervision. Positions not included: Busy Hands Coordinator, Various Advisors, Prom and Accompanist.
7. In the event a Schedule B position is unfilled, except a Head Coaching Position, that position may be filled by more than one individual. The contracted amount shall be no more than the total negotiated Schedule B percentage for that position. The longevity pay clause shall not apply.

**LOUISA-MUSCATINE COMMUNITY SCHOOL DISTRICT
TSS Distribution and Combined Salary Schedule**

Memorandum of Understanding

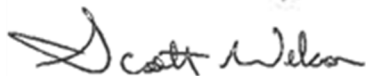
There shall be one combined salary schedule, with one salary number in each cell. The schedule shall be created by using a worksheet which shall first have the Base Generator. Secondly, it shall have in each cell the flat TSS dollar figure agreed upon by the District and Louisa-Muscatine Education Association. These two numbers shall be combined into a total. This total number shall then become the one number placed in each cell of the combined schedule as required by law. (Note: all TSS money shall always be figured after FICA and IPERS have been deducted.)

Up to two percent of the TSS money shall be held back, not paid out, to cover TSS costs for new teachers hired after this Tentative Agreement was signed or other costs such as extended contracts. A final accounting of TSS money will occur each year in June and any excess from the funds held back will be paid out in the employee's June paycheck.

The final worksheet cells would appear as follows:

- Generator Base Amount (1st cell)
- + Flat TSS Amount
- =Total to be entered on schedule

If there is a reduction in the per pupil amount there shall be negotiations at the time the reduction occurs per Senate File 2376 Section 26(2)(b). If arbitration is needed, the parties agree to use the timelines and arbitrator selection process in the Grievance Procedure Article III. Parties can also mutually agree to delay negotiation of the reduction until the next negotiations for the following school year per Chapter 20.



For the District

For the Association

April 20, 2020
Date

Date

Louisa-Muscatine CSD and Louisa-Muscatine EA
Memorandum of Understanding Regarding
Teacher Leadership and Compensation
Effective from July 1, 2020, through June 30, 2022

The Louisa-Muscatine Community School District (the "District") and the Louisa-Muscatine Education Association (the "Association") have reached agreement to the items listed below in regard to Master Contract articles that will be affected by implementation of the local Teacher Leadership and Compensation ("TLC") System. Except as otherwise outlined in this Memorandum of Understanding ("MOU"), all terms and conditions of the Master Contract shall continue in full force and effect. This MOU shall be in effect beginning July 1, 2020, and ending June 30, 2022, unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines.

WAGES & SALARIES

1. In addition to the employee's regular Iowa Code Chapter 279 teaching contract, an employee selected for a leadership role shall also be issued a supplemental contract for a one-year assignment to that role that provides for additional days and supplemental pay as set forth in the District's DE approved TLC application. The supplemental contract shall not be subject to Iowa Code Chapter 279.
2. There are two (2) separate leadership roles as stated in the District's DE approved TLC application, which are as follows:
 - a. K-12 Instructional Coordinators (Tier I) shall receive an annual \$4,000.00 stipend
 - b. PLC Coordinator (Tier III) shall receive an annual \$750.00 stipend.
3. Any employee receiving a supplemental contract for a one-year assignment to a TLC role shall not receive any other supplemental and/or extended contract pay for the employee's fulfillment of his or her TLC role. This paragraph shall not apply to an employee's supplemental contract with the District for duties that are not related to the employee's fulfillment of his or her TLC role.
4. Teachers serving in TLC positions who perform work outside of the contract year that is not related to the TLC extended contract days shall have their per diem rate calculated without including the TLC stipend.

REDUCTION OF STAFF

1. **Seniority:** An employee receiving a supplemental contract for a one-year assignment for a TLC role will be considered to be a regular, full-time member of the bargaining unit, and will maintain and continue to accrue seniority as specified in the Master Contract.
2. **Reduction:** If staff reductions occur due to a reduction in TLC funding or a modification in the District's TLC plan, the parties will follow the current staff reduction procedures in the Master Contract.
 - a. If the District is going to terminate the teacher's leadership position contract, it must notify the teacher by March 31 and meet with the teacher to discuss the reasons. The termination of the leadership contract will not impact the teacher's 279 continuing contract unless the District is seeking to terminate the teacher's continuing contract.
 - b. If, as a result of a teacher leaving a Tier I leadership role any other teacher's contract must be terminated, the teacher being terminated will be notified by the District no later than April 30.

TRANSFER PROCEDURE

1. **Request for Voluntary Transfer out of TLC:** All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent no later than March 1 of the current year. This letter does not need to contain specific reasons for requesting the transfer. Teachers leaving a TLC leadership role for reasons other than voluntary transfer will follow the deadlines and procedures of the Master Contract.
2. **First or Second Year Transfers:** If an employee voluntarily resigns or his/her one year TLC contract is terminated, the employee will, based on the seniority provisions of the Master Contract, return to their prior teaching position in the District. If this position no longer exists, the teacher will be able to return to the most similar position for which they are qualified. If there is no vacancy for which he/she is qualified, the staff reduction procedure will be utilized.
3. **Transfers After the Second Year:** After the second year of an employee's assignment to a TLC position, the teacher is subject to voluntary transfer and involuntary transfer procedures as defined in the Master Contract.
4. **Involuntary Transfer:** 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 TLC position.

EVALUATION PROCEDURE

1. Teachers assigned to a TLC role will be subject to review by the District's curriculum director annually. The review will include peer feedback as to the effectiveness of the teacher's performance of duty specific to the teacher's TLC position.
2. Teachers in TLC positions will not evaluate other teachers. The TLC position evaluation will not negatively impact a teacher's evaluation under Article XIII of the Master Contract.

OTHER CONSIDERATIONS

1. **Placement:** The placement of an employee into a TLC role shall be controlled by the criteria outlined in the District's DE approved TLC application.
2. **Removal:** The removal of an employee from a TLC role shall occur by either (a) the employee and the District mutually agreeing to remove the employee from the role, (b) the employee providing written resignation that is accepted by the District or (c) the District removing the employee from the role after providing the employee appropriate due process.
3. **Coverage of Classes:** Teachers in Tier I TLC leadership roles will cover other teachers' classes in order to allow those teachers to engage in professional growth activities (such as watching a model teacher or engaging in co-teaching). Teachers in Tier I TLC leadership roles will not be used to cover classes when there is no substitute available for a teacher.
4. **Funding:** Teacher leadership compensation supplemental foundation aid from the state shall be required to sustain the TLC program. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding. The TLC stipend is not considered salary and will not be included in the salary schedule. The Teacher Salary Supplement amount for those hired for a backfilled position may be funded from the TLC grant amount.