

**M A S T E R   C O N T R A C T**

**WAVERLY-SHELL ROCK EDUCATION ASSOCIATION**

**and the**

**WAVERLY-SHELL ROCK COMMUNITY SCHOOL DISTRICT**

**July 1, 2018--June 30, 2020**

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## **ARTICLE I RECOGNITION**

The Board of Directors of the Waverly-Shell Rock Community School District hereinafter referred to as the "Board," recognizes the Waverly-Shell Rock Education Association, hereinafter referred to as the "Association," as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board "Order of Certification (Case No. 288)" issued by the Public Employment Relations Board on the 12th day of September, 1975. The unit described in the above certification order is as follows:

**INCLUDED:** All full-time and regular part-time professional employees including classroom teachers, guidance counselors, librarians, behavior interventionists, technology integrationists, and family advocates.

**EXCLUDED:** Superintendent, principals, vice-principals, school nurse, special education coordinators, substitute teachers, all non-professional staff members including secretaries, teacher aides, head custodian, assistant head custodian, custodians, custodian aides, director of food services, cooks, mechanics, bus drivers, and all other employees excluded by Section Four (4) of the Act.

#### Definitions

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Waverly-Shell Rock Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all professional employees represented by the Association.
3. The term "Association," as used in this Agreement, shall mean the Waverly-Shell Rock Education Association or its duly authorized representatives.
4. The term "Agreement" shall refer to the total Master Contract.
5. The term "agreement" shall refer to any item(s) less than the Master Contract.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **A. Definitions**

#### **1. Grievance**

A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

#### **2. Aggrieved Person**

An "aggrieved person" is the employee(s) or the Association registering the grievance.

#### **3. Party of Interest**

A "party of interest" is the person(s) registering the grievance, and any person, the Association, or the Board, who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. The purpose of this procedure is to secure, at the first possible level, equitable solutions to alleged violations, misinterpretation, or misapplication of the provisions of this Agreement. Both parties wish these proceedings to be kept informal and confidential.

### **C. Procedure**

#### **1. First Step**

An attempt shall be made to resolve the grievance through an informal discussion between the aggrieved person and his or her principal.

#### **2. Second Step**

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance with his or her principal in writing on Schedule A, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, noting the specific clause or clauses of the Agreement being questioned, and shall state the remedy requested. Said Schedule A shall be available through the Association and shall be signed by the aggrieved person and the Association. 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 from the time when such event might reasonably have been ascertained to have occurred. The principal shall make a decision on the grievance and communicate this decision, along with the reason(s) in writing to the aggrieved person, and a copy to the Superintendent and to the Association, within ten (10) school days after receipt of the written grievance.

#### **3. Third Step**

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person or the Association shall file, within five (5) school days of the principal's written decision at the second step, a written copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person and Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer, along with reason(s) within ten (10) school days of the third step grievance meeting and communicate it in writing to

the aggrieved person, a copy to the principal, the Association, and to each Board member.

4. Fourth Step

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. On behalf of the Association and the aggrieved person, the Association may submit in writing a request to the Superintendent, within thirty (30) days from receipt of the Step 3 answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association, the Federal Mediation and Conciliation Service, or the Public Employment Relations Board, will be requested to provide a list of five (5) arbitrators. The parties shall determine by lot who shall remove the first name and will do so within two (2) days of receipt of the list. The parties shall then alternately strike one name at a time until one name shall remain, and will do so within five (5) days of receipt of the list. The remaining name shall be the arbitrator. The arbitrator shall give written explanation and inform the parties concerning the decision. The decision of the arbitrator shall be binding on both parties.

All costs for arbitration shall be borne equally by the Board and the Association except the cost of any representatives of each party shall be borne by the party.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

D. Rights of the Aggrieved Person

1. Representation

An aggrieved person may be represented at all stages of the grievance procedure by herself or himself, or at the option of the aggrieved person by a representative selected or approved by the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.

2. Released Time

It is the desire of the Board and the Association that all grievance meetings and hearings shall be held at mutually agreed upon times outside of the regular work day. However, if such meetings and hearings are mandated by the arbitrator during regular school hours, the aggrieved person and representative shall be released without loss of compensation.

E. Miscellaneous

1. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Time Limits

The time limits specified may be extended by mutual agreement.

F. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

**SCHEDULE A  
GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_ Date filed

\_\_\_\_\_ School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Aggrieved Person

**Distribution of Form**

- 1 . Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

**Second Step**

A. Date Violation Occurred

\_\_\_\_\_

B. Section(s) of Contract or Policy Violated

\_\_\_\_\_

\_\_\_\_\_

C. Statement of Grievance\*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought\*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal  
or Immediate Supervisor

\_\_\_\_\_  
Date

\* If more space is required, attach additional sheets.

### **ARTICLE III ASSOCIATION RIGHTS**

#### **A. Use of Facilities**

The Association shall have the right to use school buildings and facilities at reasonable times before or after school hours. The Association shall schedule the use of school facilities through the appropriate building administrators.

Equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, computers, and audio-visual equipment shall be available to the Association when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

#### **B. Communications**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards provided in each school building in areas designated for employee use such as teacher lounges and workrooms and web pages hosted on the district servers and site. The Association may use the district email, mail service and employee mailboxes for communications to employees.

#### **C. Access to Members**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times before or after school hours.

#### **D. Board Meetings**

The Association may be placed on the agenda of any Board meeting, the same as any other group or individual, by notifying the Superintendent of any matter it wishes to bring before the Board. The Association will be notified of its time on the agenda prior to the meeting.

### **ARTICLE IV OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, Waverly-Shell Rock Area United Way Fund or any other plans or programs approved by the Board. The minimum amount of each payroll deduction shall be two dollars (\$2.00) per month.



## ARTICLE V SICK LEAVE

### A. Accumulative Benefits

All employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule.

The first year of employment	- 10 days
The second year of employment	- 11 days
The third year of employment	- 12 days
The fourth year of employment	- 13 days
The fifth year of employment	- 14 days
The sixth and subsequent year of employment	- 15 days

Sick leave days shall be granted for each consecutive school year of employment as of the first official day of said school year whether or not the employee reports for duty on that day. The Board may require such reasonable evidence as it may desire confirming the necessity for such leave. The absence of an employee due to personal illness shall be deducted from that employee's current year's entitlement of sick leave days until such time as said entitlement is exhausted, at which time deduction will begin from the employee's unused sick leave accumulated from prior years. Unused sick leave shall be accumulated from year to year up to a maximum of 120 days. The minimum usage of sick leave shall be a quarter day.

All employees shall be entitled to use the number of days allotted per year for the illness of his/her child, and/or foster child, and/or spouse.

### B. Notification of Accumulation

An employee may review the official accounting of personal accumulated sick leave days at the end of each school year.

### C. Sick Leave Bank

When all of a teacher's sick days are exhausted, the teacher may submit a written request to the superintendent for up to an additional 10 sick days. The additional sick days would then be deducted from the teacher's allotment of sick days for the next year. A teacher may not request additional unaccumulated sick days in two consecutive years. If the teacher ends employment with W-SR before the balance of sick leave days are earned, the teacher must repay the district at the per diem rate of the year in which the days were used.

### D. Extended Leave

An employee who is unable to work because of personal illness or disability; or the illness, disability, or death of a member of his immediate family (defined as spouse, parent, or child);

and who has exhausted all sick leave available, shall upon written request of the employee be granted a leave of absence without pay for the duration of such illness or disability of up to one year. Such leave of absence may be renewed by mutual agreement between the employee and the Board.

The Board agrees to continue all fringe benefits provided by this Agreement and in addition any present insurance programs in effect through Board action, for the duration of said leave. Said employee shall pay the cost of such benefits.

The provisions of the Family Medical and Leave Act shall in no way reduce or adversely impact any provisions of this Agreement.

## **ARTICLE VI TEMPORARY LEAVES OF ABSENCE**

### **A. Paid Leave**

As of the beginning of each school year, employees will be entitled to the following temporary non-accumulative leaves of absence each school year.

#### **1. Personal**

Since there are occasional circumstances of a personal nature that may require an employee to be absent from work and for which no other provision is made, each employee shall be granted three (3) days personal leave upon notifying the building principal in writing a minimum of two (2) days in advance of the desired leave, except in cases of an emergency preventing such notice. Since it is the belief of the Board that the presence of the regular classroom teacher is important to the education of the students, an employee who has two (2) unused personal leave days at the end of the school year will have an amount equal to two (2) days at the current rate of substitute pay added to his July check, and an employee who has one (1) unused personal leave day at the end of the school year will have an amount equal to one day at the current rate of substitute pay added to his July check. Employees may carry two (2) unused personal days into the succeeding school year. Half days will not be carried over. A maximum of five (5) paid personal days will be available to employees in any given school year. However, one (1) additional day may be requested in any given school year to be deducted from the employee's salary at the current rate of substitute pay. The days may be used consecutively, but if the use of one or more of these days is immediately before or after a scheduled holiday, vacation period, or on a Parent-Teacher Conference Day, the approval of the building principal is required. The minimum usage of personal leave shall be one-half (½) day.

Total employee requested leave under this personal leave section in any one building shall not exceed a number greater than twenty percent (20%) of that building. However, if two (2) employees make up more than 20% of the total staff, then an exception may be made to allow two (2) employees the requested leave. An exception may be made with the approval of the building principal, and such decision will not be grievable. If

total employee requests for a given day exceed twenty percent (20%) of the building staff as stated above, the requests will be honored in the order in which the written notice is received by the building principal.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceedings, shall be provided such time. Any fees or non-travel remuneration the employee receives during such leave shall be turned over to the Waverly-Shell Rock Community School District.

3. Professional

At the beginning of each school year, each employee shall be credited with at least two days to be used for the employee's professional leave. Two professional leave days may be used for education purposes at the discretion of the employee.

Any additional professional leave days are to be mutually planned by the employee and the principal, and must have the approval of the superintendent.

The employee planning to use a professional leave day shall notify his or her principal at least one week in advance of the absence. Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

An employee may volunteer to pool his/her professional leave day(s) with other employees. Pools may be established by grade level, department level, curricular area, or building level. Pool membership will be communicated by a member of a pool to the building principal by October 1 of each school year. Members of each pool will determine the allocation of pooled days. No employee shall be allocated more than five (5) days in a school year. Use of three or more consecutive days will require prior approval of the principal. The decisions of the pool members and principal shall not be grievable.

4. Bereavement

Up to five (5) days of leave per loss shall be granted at any one time in the event of the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the immediate household. Up to three (3) consecutive days of leave per loss shall be granted in the event of the death of an employee's grandfather or grandmother. Employees shall be granted up to one (1) day in the event of the death of a close friend or relative outside the employee's immediate family as defined above. In the event of the death of any employee or student in the Waverly-Shell Rock Community School District, the principal or immediate supervisor of said employee or students shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave

Seven (7) days emergency leave may be taken by an employee for serious illness in his immediate family--spouse, child, grandchild, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, or a member of the immediate household. Doctor, dentist, eye doctor, or other such appointments shall not be considered emergencies. The definition of serious illness will follow that of the Family and Medical Leave Act, which requires 1) conditions requiring an overnight stay in the hospital, 2) conditions that

incapacitate a family member (unable to work or attend school) for more than three consecutive days and requires ongoing medical treatment, and 3) chronic conditions that cause occasional periods when a family member becomes incapacitated and requires medical treatment at least twice.

Five (5) days with full pay and two (2) days with cost of a substitute deducted. When all of a teacher's emergency leave days are exhausted, the teacher may submit a written request to the superintendent for up to an additional 7 emergency leave days (Five full days with pay and two days with the cost of a substitute deducted). The additional days would then be deducted from the teacher's allotment of emergency leave days for the next year. A teacher may not request additional unaccumulated emergency leave days in two consecutive years. If the teacher ends employment with W-SR before the balance of emergency leave days are earned, the teacher must then repay the district at the per diem rate of the year in which the days were used.

In case of unusual circumstances the employee may request in writing additional days of emergency leave, with cost of substitute to be deducted. Each such request for additional emergency leave will be reviewed and acted upon by the administration.

6. Maternity Leave

Employees will be allowed to use up to six (6) weeks of accrued sick leave for the birth of a child. Up to eight (8) weeks would be allowed in the event of a Caesarian procedure. Weeks would be calculated from the date of birth and include working and non-working days such as weekends, holidays, or breaks. Additional medical leave may be granted by the Master Contract and would require medical documentation from a physician. Unpaid leave may be taken in accordance with the Family and Medical Leave Act. This language is to take effect beginning in the 2017-18 year.

7. Other

Other temporary leaves of absence with pay may be granted by the principal for good reason. Such decisions by the principal shall not be grievable.

B. Unpaid Leave

1. Religious

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal, and such absence shall be without pay.

2. Other

Other temporary leaves of absence may be granted for a limited period of time at the discretion of the principal. Such decisions by the principal shall not be grievable.

## **ARTICLE VII WAGES AND SALARIES**

### **A. Schedule**

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

### **B. Placement on Salary Schedule**

#### **1. Position on salary schedule**

Each present employee shall be placed on his or her proper step on the salary schedule as of the effective date of this Agreement.

#### **2. Credit for Experience**

New employees shall be given one (1) year of credit for each year of teaching experience for previous teaching experience as a full-time faculty person in state department of education approved elementary, junior high or senior high schools, and in accredited technical schools, junior colleges, senior colleges and universities. Up to ten (10) years of experience will be recognized, but the superintendent reserves the right to allow more. Credit for experience other than full-time may be granted, the amount to be determined on an individual basis at the time of employment. In instances where vocational teachers have been required by the State Department to fulfill work experience qualifications, up to two (2) years of credit may be granted for such experience.

### **C. 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 Waverly-Shell Rock Community School District for a minimum of one semester.

#### **2. Educational Lanes**

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employees must file an intent with the business manager to move to a higher educational lane no later than June 1 of the preceding year. Failure to file an intent will result in no movement. For an employee to advance from one educational lane to another, he shall file suitable evidence of additional educational credit with the Superintendent no later than September 10 for fall semester and February 22 for spring semester and pay adjustments shall be retroactive to the beginning of the same semester; if the payroll is in the process of being run when the individual turns in the credit in October or February, the payroll increase will appear in the payroll check the following month. Said educational credits shall be graduate credits.

D. Method of Payment

Each employee shall be paid in twelve (12) equal installments on the 22nd of each month. Employees shall receive their checks at their regular building and on regular school days. When a pay date falls on a weekend or a school holiday, employees shall receive their pay checks on the last previous working day. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

SCHEDULE B

SALARY SCHEDULE

2018-19

Step	Schedule C Base	B.A.	B.A. + 15 Hours	B.A. + 30 Hours	M.A.	M.A. + 15 Hours	M.A. + 30 Hours
1	30,664	37,660	39,126	40,592	42,057	43,523	44,989
2	31,891	39,126	40,592	42,057	43,523	44,989	46,455
3	33,117	40,592	42,057	43,523	44,989	46,455	47,921
4	34,344	42,057	43,523	44,989	46,455	47,921	49,386
5	35,570	43,523	44,989	46,455	47,921	49,386	50,852
6	37,103	45,355	46,821	48,287	49,753	51,219	52,684
7	38,330	46,821	48,287	49,753	51,585	53,051	54,517
8	39,557	48,287	49,753	51,219	53,417	54,883	56,349
9	40,783	49,753	51,219	52,684	55,250	56,715	58,181
10	42,010	51,219	52,684	54,150	57,082	58,548	60,380
11	43,543	53,051	54,517	55,983	58,914	60,380	62,579
12	45,076	54,883	56,349	57,815	60,746	62,579	64,777
13	46,609	56,715	58,181	59,647	62,579	64,777	66,976
14	48,142	58,548	60,013	61,479	64,411	66,976	69,175
15		58,548	61,846	63,312	66,243	69,175	71,373
16		59,648	62,946	64,412	68,075	71,373	73,572
17		59,648	62,946	64,412	69,175	72,473	74,672
18		59,648	62,946	64,412	69,175	72,473	74,672
19		59,748	63,046	64,512	69,275	72,573	74,772
20		59,748	63,046	64,512	69,275	72,573	74,772

21		59,748	63,046	64,512	69,275	72,573	74,772
22		59,848	63,146	64,612	69,375	72,673	74,872

The distribution of Teacher Supplement Salaries will follow SF 23765.

#### DEFINITION OF EDUCATIONAL LANE

B.A. Schedule shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

B.A. + 15 and + 30 Schedule shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

M.A. Schedule shall apply to all employees possessing a Master's Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

M.A. + 15 and + 30 Schedule shall apply to all employees possessing appropriate semester credit hours beyond a Master's Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

### **ARTICLE VIII EXTRA-CURRICULAR PAY**

#### **A. Extra-Curricular Activities**

##### **1. Approved Activities**

The Board and the Association agree that the activities listed in Schedule C are official school-sponsored activities. A copy of Schedule C is attached to and made a part of this Agreement.

##### **2. Rates of Pay**

Salaries for activities listed in Schedule C will be determined by multiplying the percentage given for that duty by the vertical position in the co-curricular column of Schedule B. The coaching salary will be determined by the number of years' experience as a coach for that sport. The co-curricular salary will be determined by the number of years as a supervisor for that activity.



## SCHEDULE C

A. The salary for each of the duties listed below may be determined by multiplying the percentage given for that duty by the vertical position (step) in the Schedule C base column of the salary schedule (Schedule B).

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>12.50%</b>	<b>10.50%</b>	<b>8.25%</b>	<b>7.50%</b>	<b>6.50%</b>	<b>5.50%</b>	<b>4%</b>	<b>2.75%</b>
HS Athletic Director	Cross Country	Assistant to Coach - Column A	Assistant to Coach - Column B	Middle School Head Coach	Middle School Assistant Coach	Annual Assistant	HS Cheerleader
Head Football	Golf	Freshman / Sophomore Coach	Freshman/ Sophomore Assistant Coach	Dance	Newspaper	Drama/ Musical Director	Drama/ Musical Assistant
Basketball	Tennis	MS Activity Director		Annual	Speech	Wilderness	Speech Assistant
Baseball	Soccer	Bowling		Assistant Bowling	HS Orchestra	MS Orchestra	Nat'l Honor Society
Wrestling	HS Band	Assistant HS Band					HS Student Senate
Softball	HS Vocal	MS Vocal					MS Student Council
Volleyball		MS Band					MS Cheerleader
Track		Academic Coaches					Wilderness Assistant
							6th grade band
							6th grade music

SCHEDULE CSALARY SCHEDULE  
2018-19

	12.50%	10.50%	8.25%	7.50%	6.50%	5.50%	4.00%	2.75%
Step	A	B	C	D	E	F	G	H
1	3,833	3,220	2,530	2,300	1,993	1,687	1,227	843
2	3,986	3,349	2,631	2,392	2,073	1,754	1,276	877
3	4,140	3,477	2,732	2,484	2,153	1,821	1,325	911
4	4,293	3,606	2,833	2,576	2,232	1,889	1,374	944
5	4,446	3,735	2,935	2,668	2,312	1,956	1,423	978
6	4,638	3,896	3,061	2,783	2,412	2,041	1,484	1,020
7	4,791	4,025	3,162	2,875	2,491	2,108	1,533	1,054
8	4,945	4,153	3,263	2,967	2,571	2,176	1,582	1,088
9	5,098	4,282	3,365	3,059	2,651	2,243	1,631	1,122
10	5,251	4,411	3,466	3,151	2,731	2,311	1,680	1,155
11	5,443	4,572	3,592	3,266	2,830	2,395	1,742	1,197
12	5,635	4,733	3,719	3,381	2,930	2,479	1,803	1,240
13	5,826	4,894	3,845	3,496	3,030	2,564	1,864	1,282
14	6,018	5,055	3,972	3,611	3,129	2,648	1,926	1,324

## **ARTICLE IX COMPLIANCE CLAUSES AND DURATION**

### **A. Compliance Between Individual Contracts and Comprehensive Agreement**

Any existing or new individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **B. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law. Should any article, section, or clause of this Agreement be declared illegal by a court, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. All other provisions or applications shall continue in full force and effect.

### **C. Printing Agreement**

Copies of this agreement shall be printed at the expense of the board after agreement with the Association after the agreement is signed. The agreement will be presented to all new employees.

### **D. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter 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 Association, the Board at 1415 4th Avenue SW, Waverly, Iowa
2. If by Board, to Association at 1415 4th Avenue SW, Waverly, Iowa