

Indianola Education Association



**Master Contract
2017-2019**

Indianola Community School District

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Section A—District/Association Relations (All)

Preamble

The Board of Directors of the Indianola Community School District, hereinafter referred to as the "Board" and the Indianola Education Association, hereinafter referred to as the "Association," recognize the aim of the public schools is to provide a quality education program for the children and the youth of the district.

Whereas, the Board has agreed to negotiate in good faith with the Association and,

Whereas, the parties have reached certain understandings which they desire to conform in this agreement, it is agreed as follows:

Article I

Recognition

- A. Unit The Board hereby recognizes the Indianola Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB Certification Instrument (Case #217) issued by the PERB on the 28th day of August, 1975, whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board of Education of the Indianola Community School District. The District will inform the Association of the establishment of new job classifications. The parties will meet, upon request, to discuss the inclusion or exclusion of such job classifications. If the parties are unable to agree, the issue may be resolved through appropriate procedures under Chapter 20, Code of Iowa.

The Unit described in the above certification is as follows:

Included: All classroom teachers, nurses, librarians, guidance counselors, and associates

Excluded: Superintendent, principals, assistant principals, athletic/activity director, school board secretary, and all others excluded under Section 4 of the Act

B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Education of the Indianola Community School District or its duly authorized representatives.
2. The term "Employee," as used in this agreement, shall mean all professional employees including associates represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Indianola Education Association or its duly authorized representative or agents.

Article II

Employee Rights

Public employees shall have the right to:

- A. Organize, or form, join, or assist any employee organization.
- B. Negotiate collectively through representatives of their own choosing.
- C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this (Iowa Public Employment Relations Act) or any other law of the State.
- D. Refuse to join or participate in the activities of employee organizations, including the payment of dues, fees, assessments, or service fees of any type.

Article III

Association Rights

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program, or working day. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school. Any charges to be paid by the Association would be predetermined before the meeting is held.
- B. The Association shall have the right to use faculty mail boxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
- C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use the designated bulletin board space for Association announcements and all material posted will relate only to the Association's official business.
- D. Any visitor to the school must obtain permission from the building principal or his/her designee before talking to faculty members during school hours.
 - a. Duly authorized representatives of the Association and its respective affiliates may request permission to talk to an employee on school property during school hours through the principal's office. If permission is not granted, the employee will be allowed to come to the office to make arrangements for an appointment at another time.
- E. The Association may have access to phones in the school for local calls as long as it does not interfere with the routine business of the school. The principal in each school will designate which phone can be used in private.
- F. The Association may request from the principal approval to use business machines and computers that are available to carry out Association business. If consumable materials are used, the District will be reimbursed by the Association. Such request will not be unreasonably withheld.

Article IV

Procedure for Negotiations

- A. Mutual Commitment to Good Faith Negotiations Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations; 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. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.
- B. Request for Meetings The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or his/her designated representative. Requests from the Board shall be made in writing to the President of the Association or his/her designated representative.

The schedule for negotiations is to start on or after August 15 of each year. After this date of each year, either party may request a meeting according to the following rules:

1. Within five (5) days of the date of the 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. Additional meetings shall be agreed upon by the negotiating representatives as may be necessary to complete an agreement.
 2. Negotiations, mediation, and arbitration shall not take place between 8:00 a.m. - 3:45 p.m. on a school day except by mutual agreement of the Board and the Association.
- C. Negotiation Teams Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.
- D. Access to Information The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances.

Article V

Grievance Procedure

- A. Definitions
1. Grievance A "grievance" is a claim by an aggrieved employee, an aggrieved group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
 2. Aggrieved Person An "aggrieved person" is the person or persons directly and adversely affected by the alleged violation, misinterpretation or misapplication of the agreement or, in the case of the Association, the "aggrieved person" is

the Association.

B. Purpose The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance as defined in Section A-1 under definitions. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. The procedure for grievance must be initiated within 20 calendar days of the occurrence of the event giving rise to the grievance.
2. Time Limits The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. 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 with a maximum of 30 days thereafter.
4. Level One—Principal or Immediate Supervisor (Informal) An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her principal.
5. Level Two—Principal (Formal) If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Form 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made, then within the ten (10) school day period, the grievance shall be transmitted to Level Three.

6. Level Three—Superintendent The Superintendent or designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within five (5) school days following such meeting the Superintendent or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person.
7. Level Four—Arbitration
 - a) If the aggrieved person is not satisfied with the disposition of the

grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

- b) If the grievant and the Association determine that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.
- c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually accepted arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list within ten (10) school days following receipt of the list. The person whose name remains shall be the arbitrator.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the agreement.

- d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. Right of Employee to Representation An aggrieved person may be represented at all pre-arbitration stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the aggrieved person may request that a representative of the Association be present.

D. Meetings and Hearings All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties and their designated or selected representatives, heretofore referred to in the article. All meetings or hearings shall not take place between the hours of 8:00 a.m. and 3:45 p.m. on a school day except by mutual agreement between the aggrieved party and the Board or their representatives.

Article VI

Dues Deduction

- A. Authorization Any employee who is a member of the Association, or who has applied

for membership, may sign and deliver to the Board of Education Office by September 10, an assignment authorizing payroll deduction of professional dues (NEA, ISEA, UniServ Unit, IEA). The form of the assignment shall be as set forth in Form 2. This form will be provided by the Association. No dues deduction will be accepted after the September dues deduction is made.

- B. Regular Deduction Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee, each month for ten (10) months, beginning in September and ending in June.
- C. Termination Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore. Authorization orders shall be terminable at any time by the employee giving at least thirty (30) days, but not more than one hundred twenty (120) days, written notice to the Employer.
- D. Transmission of Dues The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

Article VII

Other Payroll Deductions

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any eligible employee and make appropriate remittance for:

- Group Health and Accident Insurance
- Dental Insurance
- Group Life Insurance (additional coverage with same company)
- Annuities
- Any other school district approved deductions not listed.

The carrier for the individual annuity will be stipulated by the employee from the carriers allowed by the Iowa Department of Administrative Services Retirement Investors Club (RIC).

Individuals will be allowed to join the groups according to the rules and regulations as established by the District and the approved Insurance Carrier.

An employee may start or alter an annuity any calendar month provided all the proper forms are signed and delivered to the payroll office by the last working day of the month prior to the intended change.

Neither the district nor the association is responsible for the following aspects concerning individual annuities:

- completion of necessary paperwork or
- financial security of carrier.

These responsibilities as well as ownership lie with the individual employee.

SECTION B—LICENSED EMPLOYEES

Article VIII Leaves of Absence

- A. Sick Leave (Section 279.40, Code of Iowa)
1. Public school employees are annually granted 15 days of leave of absence for illness or injury with full pay.
 2. Unused portions shall be cumulative to a total of one hundred thirty-five (135) days.
 3. Sick days shall be cumulative to a total of one hundred thirty-five (135) days. Employees who have an accumulated sick leave balance (including their reserve bank) as of June 30, 2013, will be allowed to carry forward these excess days to their accumulated sick leave balance. These employees will receive 15 days of sick leave annually but will not exceed their grandfathered total when reconciled at year-end.
 4. Minimum use of sick leave shall be a half day.
 5. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the contract year. Medical documentation of the personal illness or disability may be required. The leave may be extended for an additional period of time, if approved by the Board. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.
 5. Former employees, who left the district's employment and are rehired within one year, will be granted accumulated sick leave at the time of their employment separation not to exceed 135 days.
 6. Up to three (3) days of an employee's sick leave per year can be used for an employee's routine medical appointments not related to personal illness or disability.
- B. Personal Leave Without Pay
1. Up to three (3) days of leave without pay will be granted.
 2. This leave must be arranged with the building principal in advance.
 3. This leave could be used for any purpose at the discretion of the employee.
 4. Minimum use of personal leave without pay shall be a half day.

5. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.
6. The amount deducted from the employee's salary will be 1/190 of the combined Schedule A salary.

C. Personal Leave With Pay

1. An employee will be granted two (2) working days per year, cumulative to three (3), for personal leave with pay. Any employee who has accumulated the maximum personal leave under the subsection (1) and who would otherwise lose an accumulated day shall receive a buy-back payment from the District. The payment shall be equivalent to the substitute teacher rate of pay. The payment shall be made in the June check.

An employee, who has accumulated 2.5 days of personal leave and otherwise meets the stipulations of this subsection, shall be paid equivalent to the substitute teacher rate of pay.

Employees who work less than full-time, but at least half-time, and have accumulated the maximum leave allowed above, shall be paid equivalent to the substitute teacher rate of pay.

2. An employee will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. On the day immediately before or after a holiday or vacation period, the district may impose reasonable restrictions on the use of this leave.
4. Said days are separate from and not to be counted as a part of any other paid leave.
5. Minimum use of personal leave with pay shall be one-half day.

D. Personal Leave at Cost of Substitute

1. An employee will be granted four (4) working days for personal leave at the cost of a substitute teacher's pay.
2. An employee will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. Said days are separate from and not to be counted as a part of any other paid leave.
4. On the day immediately before or after a holiday or vacation period, the district may impose reasonable restrictions on the use of this leave.
5. Minimum use of personal leave at cost of substitute shall be one-half day.

E. Bereavement Leave

1. Up to ten 10 days of leave with pay will be granted per year not to exceed 5 days leave per occurrence. These days are intended to provide employees the opportunity to attend visitations, memorial services, funerals and to grieve the loss. For other absences related to settling an estate or other related legal issues personal leave (with or without pay) or cost of a substitute must be used. In extreme circumstances, an employee may be granted more than the five consecutive days at the discretion of the Superintendent or their designee.
2. Bereavement leave will be taken out of the employee's sick leave.
3. Minimum use of bereavement leave shall be a half day
4. The employee will notify the principal in advance except in cases of emergency.

F. Family Medical Leave

1. Serious Family Medical Leave--Up to five (5) days of leave with pay will be granted per year to an employee per serious illness or injury of an employee's spouse, child, parent, parent-in-laws, grandchildren, brothers or sisters. A serious family illness or injury occurs when the family member, as listed above, is receiving in-patient or out-patient care at a medical facility; and the employee is needed to care for the family member. These days will be deducted from the employee's sick leave.
2. Other Family Medical Leave. Up to five (5) days of leave with pay per year may be used to care for an ill or injured spouse, dependent child or parent.. These days can also be used for medical appointments for these family members that are not related to serious illness or injury. These days will be deducted from the employee's sick leave.
3. The birth of a grandchild is not considered an illness or injury.
4. The employee will notify the principal in advance except in cases of emergency.
5. Minimum use of family medical leave shall be a half day.

G. Legal Requirement

1. An employee will be granted discretionary leave with pay when legally required to appear in court. An employee may be granted discretionary leave without pay to attend to a legal matter at a started time which falls within the school day wherein the employee is not a party. Personal leave (with or without pay) or cost of a substitute will be used in legal matters involving the employee.
2. The employee will notify the principal in advance.
3. The employee may be asked to provide proof of legal requirement to attend.
4. Minimum use of legal requirement leave shall be a half day.

H. Jury Duty

1. An employee will be granted leave with pay less any fees paid the employee to serve on a jury when required by law.
2. The employee will notify the principal in advance.
3. Minimum use of jury duty leave shall be a half day.

I. Association Business

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence of two (2) days each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.
3. Any other requests for absences for Association business must be approved by the Superintendent. Any such approved absence will be at the cost of a substitute.
4. Minimum use of association business leave shall be a half day.

J. Professional Leave Professional leave with pay will be allowed as approved by the building principal.

K. Adoption

1. Up to five (5) days of leave with pay will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
2. Up to ten (10) days of leave at the cost of a substitute will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
3. The employee will notify the principal in advance.
4. Minimum use of adoption leave shall be a half day

L. Religious Holidays When an employee's religion requires an employee to be absent from the work place the employee will be granted one day of leave per year at the cost of a substitute. This will be an additional day to the 4 days listed in Article VIII Section D. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, personal leave at the cost of a substitute or personal leave without pay. Such requests must be submitted in writing seven (7) days before the requested leave. Minimum use of leave in this category shall be a half day.

M. Discretionary Leave An employee who has exhausted all applicable leave available may request discretionary leave. Discretionary leave, with or without pay, may be granted at the discretion of the Superintendent.

N. Extended Leaves

1. Employees may request an extended leave of absence. Requests for extended leave should be made to the superintendent/designee. A request for an extended leave shall be presented to the District at the earliest possible time.
4. No extended leave may be granted without Board approval. All extended leaves shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board or required by law.
5. Insurance benefits at the employee's expense may be extended for the term of the approved leave subject to the regulations of the insurance contract.
6. When an employee returns from an approved extended leave, credit on the salary schedule will be given for this leave if the leave was military, as required by law, and may be given if the leave was for educational improvement. The decision will be made at the time the leave is approved.
7. The accumulated sick leave, including any days in the sick leave bank, shall not be canceled if an employee is on an extended leave. The employee shall reacquire the accumulated sick-leave days he/she had when the extended leave began.
8. An employee on extended leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.
9. An employee granted a leave of absence for educational improvement will return to the same position and building (providing that the position exists). An employee granted a leave of absence for other reasons or for longer than one year will return to a position on the staff that he/she is certified/licensed to teach. The teacher on leave shall notify the District by January 11 of his/her intent to return in the following year.

Article IX **Employee Hours/Work Year**

A. Work Day

1. Definition of Regular Work Day The maximum amount of time for the normal shift staff day is eight (8) hours, which will include a thirty minute duty free lunch, except on Fridays and days preceding holidays and vacation periods when the work day shall end at the close of the students' day. If regular classroom activity is suspended due to early dismissal, for inclement weather and/or a formal cancellation of all school activities is made, teachers will be dismissed after the students depart. School will be dismissed one hour early before Thanksgiving and Christmas breaks.
2. The individual principal may adjust the arrival and dismissal times to fit the individual school schedule while maintaining an equivalent amount of time each day.

3. An individual teacher's arrival and dismissal times may be adjusted at the discretion of the Superintendent, or his designee, and with the concurrence of the teacher.
4. The work day may be extended 30 minutes, not more than three (3) times each contract month, for faculty or other professional meetings.
5. Employees may be expected to attend open house and may adjust the arrival and dismissal times during that quarter to allow for time off equal to the amount of time for the open house.
6. Lunch Periods Employees shall have a scheduled duty free lunch period each day of not less than 30 consecutive minutes between 10:50 a.m. and 1:10 p.m. Exceptions as to the length of time and period of time will be agreed upon by the individual employee and principal.
7. Any teacher who agrees to cover a class for another teacher during his/her planning period or during an individual music lesson period shall be compensated up to one period per day according to Schedule G. Employees who do not have a set planning period due to the nature of their position are not eligible for Schedule G compensation. These employees will not be asked to cover more than 90 minutes per day. Employees can be assigned to cover at the discretion of the district.
8. A full time teacher who is shared by buildings shall not exceed the hours in the normal shift day.

B. Student Day

1. Definition of normal shift. Normal shift is when the majority of faculty and students meet in regularly scheduled classes and are dismissed regularly.
2. The maximum amount of time for the normal shift student day is currently seven (7) hours and ten (10) minutes. The District can adjust the starting and ending shift times as defined within these parameters.
3. The District may schedule a class(es) consisting of a minor number of faculty and students which meets before or after the regular student day.
4. A teaching position for such a class(es) shall be filled first by volunteers.

C. Field Trips

1. Field trips may be requested for scheduling within guidelines established by the administration. All field trips must be approved by the principal.
2. Approved field trips are considered an extension of the teacher's work day.

D. Out of the Building

1. Employees may leave the building during their regular lunch period.

2. To be absent from the building at any other time employees must:
 - a) Notify the principal's office in case of emergency.
 - b) Secure the approval of the principal or designee

E. In-School Work Year

1. Regular Contract The in-school work year for employees shall not exceed 190 days (188 work days, 2 paid holidays). The in-school work year for the new employees shall not exceed 193 days (188 work days, 2 paid holidays, 1 orientation day, 2 staff development days). New employees may be required to work additional days for staff development purposes at the staff development rate of pay.
2. Definition of In-School Year The in-school work year shall include days when pupils are in attendance, pre-school orientation or work days, in-service days, two paid holidays, post-school work days and any other days on which employee attendance is required. If the parent-teacher conferences are scheduled outside of the normal work day, that time shall be included in the 190 day in-school work year. For example: two evenings would constitute one regular contract day.
3. Holidays No employee shall be required to perform duties on any of the six (6) days listed. They are: Labor Day, Thanksgiving, Christmas, New Years, January 2 and Memorial Day (paid holidays shall be Thanksgiving and New Years).

Article X Safety

A. Unsafe and Hazardous Conditions.

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are pointed out by official inspections of facilities, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee.

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of his/her employment and pursuant to existing Board policy.

C. Assault of an Employee.

1. The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to Board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. Reporting Assaults

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. Bomb Threat

1. School personnel may be asked to assist during emergencies such as a bomb threat, but no teacher or other employee will be required to participate in a search against his or her will.

Article XI
Staff Reduction/Recall

A. Procedures

1. The District has the responsibility to determine when and if it is necessary to reduce the staff.
2. When one or more teaching positions are to be eliminated, the first effort shall be to utilize normal attrition factors to avoid the termination process.
3. When the District determines that it is necessary to reduce staff, the reduction shall be accomplished according to District-wide seniority in the classifications set forth in Section B of this article. If seniority is equal, then the District shall make its decision based on the following in sequential order:
 - a) Years of total teaching/nursing experience.
 - b) By lot (last 4 digits of Social Security Number. (The lower number shall have lower preference.)
4. The District will post an electronic seniority list of all employees in classifications by date of original hire prior to November 1. The seniority list will be based upon an employee's initial date of hire (initial date of hire based on Board approval date) adjusted for interruptions in continuous service due to extended leaves of absence and periods of resignation. Any grievance regarding this list must be filed with the Superintendent on or before December 1.

5. The District will provide the Association with a list of all positions being terminated as soon as the list becomes available following Board Approval.
 6. If the district establishes a position that does not fit into a classification group, within 30 days of its creation the district will notify the Association of its intended placement into an existing classification, or its intended treatment as a separate classification. If the Association wishes to further discuss the classification of the new position, the District will meet and confer with the Association regarding its placement.
- B. Classifications For the purpose of this article, employees shall be grouped within the following classifications according to their teaching/nursing experience in the District. The teaching/nursing experience must be in the last five years. Teachers/nurses may be placed in more than one classification. Any employment in a classification within the previous five years qualifies that employee for placement in that classification. This five year requirement shall be extended by five years for up to a total of ten years if the teacher/nurse was involuntarily re-assigned pursuant to Article XIV to a different classification and if the involuntary re-assignment was done for reasons unrelated to professional performance as reflected on the formal evaluation form.
1. Classroom teachers
 - a) PK teachers
 - b) Grades K – 6
 - c) At-Risk, K - 5
 2. Teachers, grades 7 through 12 within each of the following areas:
 - a) Language Arts
 - b) Social Studies
 - c) Mathematics
 - d) Science
 - e) Foreign Language
 - f) Family Consumer Science
 - g) Industrial Technology
 - h) Business Education
 - i) Middle School Technology, 6-8
 - j) Librarians (if certified 7-12)
 - k) Vocational Agriculture
 - l) Health
 - m) At risk (6-12)
 3. District Wide:
 - a) Special Education
 - b) Art
 - c) Instrumental Music
 - d) Vocal Music
 - e) Physical Education

- f) Title I
 - g) T.A.G.
 - h) Counselors
 - i) Librarians (if certified K-12)
 - j) Instructional Coaches
4. All nurses

C. Recall Rights.

1. Any employee who is laid off may file a written request with the District that he/she wishes to be considered for an opening that arises for which he/she is licensed/certified.
2. If this request is filed, the District agrees to notify the employee by telephone, email or registered mail of any such openings during the recall period.
3. If the employee does not respond with seven (7) days after the notice was sent, the District can assume that the employee is no longer interested in a position. If the employee refuses an offer of employment equivalent in time to the position from which the employee was laid off, the District is no longer obligated to notify the employee of any future openings.
4. It is the responsibility of the employee to notify the District of any change of address.
5. A list of vacancies shall be provided to the Association and posted in each building.
6. Recall Order
 - a) The District will first grant recall requests to positions within the classification from which employees had been laid-off.
 - b) Next, the District will grant recall requests to positions in classifications for which the employee is licensed/certified.
 - c) Within the categories (a) and (b) of this subsection, recall offers shall be in the reverse order of lay-off (the last to be reduced shall be the first recalled).
7. Full-time to full-time and part-time to part-time
 - a) Recall offers shall be for positions of the same or less FTE as the position from which the laid-off employee was reduced.
 - b) Recall offers to positions of a greater FTE than the position from which the laid-off employee was reduced will not be made until all laid-off employees on the list have first been offered positions of equivalent or less FTE from which they were reduced.

- c) Recalled employees who accept a lesser FTE position shall have the right to fill a later vacancy of greater FTE. The employee retains this right during the recall period.
- 8. Recall Period—Employees who are reduced shall remain on recall until August 31 of the calendar year following the year which the reduction occurred (approximately fifteen months).
- D. Re-employment Any employee re-employed pursuant to Section "E" shall be given salary, related benefits and experience commensurate with the employee's status at the time of reduction.
- E. Exceptional Circumstances For exceptional circumstances when applying this article, the District may override seniority considerations when the qualifications of a junior employee better suit the needs of the school district. For the purpose of this article, "qualifications" shall include professional preparation, performance evaluations, experience in a particular grade or subject and other pertinent criteria demonstrating skill, ability, and competence. For the purposes of this article, the needs of the District shall include particular programs, classes and affirmative action. The District shall have the burden of proof for any deviation from the seniority standard.

Article XII

Performance Review Process

- A. Purpose of Performance Review The purpose of the performance review process in the Indianola Community School District is to improve instructional performance. Ideally, the performance review process is a positive, systematic, ongoing process, which attempts to objectively evaluate the individual's progress toward meeting objectives consistent with goals and philosophy of the Indianola Community School District and the Iowa Teaching Standards.
- B. Notification: Assigned Employees
 - 1. Within six (6) weeks after the beginning of each school year, the building principal shall acquaint each teacher under his/her supervision with the performance review processes. The purpose of the orientation is to achieve mutual understanding of the Individual Career Development Plan Process and Performance Review Process.
 - 2. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate principal of the performance review process in effect. This notification shall be done within six weeks of the date the employee is hired.
- C. Notification: Multi-assigned Employees The standard procedure when an employee serves more than one building will be for the superintendent to assign one of the building principals to perform the performance review process. The District reserves the right to conduct additional formal evaluations and to utilize additional evaluators.

D. Beginning Teacher Comprehensive Evaluation

1. Beginning teacher is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a classroom teacher. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian, media specialist, or counselor in a non-administrative position by a school district or an area education agency.
2. Beginning teachers will be evaluated according to the Iowa Teaching Standards. The evaluation instrument provided by the Department of Education for the State of Iowa will be utilized.
3. Number of Formal Observations During the initial license period of employment beginning teachers shall be evaluated a minimum of twice each year (utilizing pre-observation conferences, up to two observations, and post-observation conferences) and a comprehensive summative evaluation conference.

E. Career Teachers New to the District During the statutory probationary period of employment career teachers new to the district shall be evaluated a minimum of twice each year (utilizing pre-observation conferences, up to two observations, and post-observation conferences) and a summative conference. Beyond the statutory probationary period, classroom teachers will be formally evaluated as deemed practical and possible by the administration. Any teacher may request a performance review.

F. Individual Career Development Plans In accordance to Iowa Code 284.6 (4) Career Teachers are required to implement Individual Career Development Plans each school year.

G. Performance Reviews for Career Teachers

1. Performance review means a summative evaluation of a teacher other than a beginning teacher that is used to determine:
 - a) whether the teacher's practice meets school district expectations and the Iowa Teaching Standards, and
 - b) whether the teacher's practice meets school district expectations for career advancement.
2. A school district shall review a teacher's performance at least once every three years for the purpose of:
 - a) assisting teachers in making continuous improvement,
 - b) documenting continued competence in the Iowa Teaching Standards,

- c) identifying teachers in need of improvement, or determining whether the teacher's practice meets school district expectations for career advancement.
3. The review shall include, at minimum:
 - a) Individual Career Development Plan;
 - b) Classroom Observation(s);
 - c) Iowa Teaching Standards Review;
 - d) Supporting documentation from other evaluators, teachers, parents, and students;
 - e) Other supporting documents; and
 - f) A conference.
 4. For career teachers formal observations will not be scheduled except by mutual agreement during the first or last five school days.
 5. Formal Observation Procedures A pre-observation conference shall be mutually planned to be held between the teacher and the principal prior to the first formal observation. This will allow the evaluator to be apprized of the objectives, methods, and materials planned for the performance situation to be evaluated. If a meeting cannot be mutually scheduled, the teacher will provide the principal with written information concerning the performance situation to be evaluated.
 6. The evaluator shall have a meeting with the teacher within five (5) school days following each observation. The observation will be discussed and a copy signed by both parties shall be given to the teacher when requested. The teacher's signature does not necessarily mean agreement with the comments, but rather awareness of the contents.
- H. Formal Performance Review Conference The evaluator and teacher participate in a formal Performance Review that includes:
1. Results from the Individual Career Development Plan
 2. Information from the formal observation(s)
 3. The Iowa Teaching Standards Review
 4. The results of the Performance Review are recorded on the Iowa Teaching Standards Review form by the end of the contract year.
- I. If the teacher feels the formal performance review is incomplete, inaccurate, or contains mischaracterizations:
1. The objections may be put in writing and they will be attached to the evaluation

report and signed by both parties to indicate awareness of the contents.

2. The teacher may request an evaluation of his/her work by a team approach. The team shall be composed of two administrators mutually agreed upon by the teacher and the evaluator. If agreement on the team cannot be reached, the superintendent shall appoint the team.

- J. Teacher is Aware of Formal Evaluation All formal evaluations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher.

The teacher shall be given an opportunity to sign, date, and respond to any evaluative or disciplinary material that is to be placed in the employee's personnel file. This material shall be given to the employee before it is placed in the file.

- K. Intensive Assistance Program An intensive assistance program will be provided as required by Iowa Code sec. 284.8 (2).

- L. Review of Official Personnel File

1. The official personnel file is maintained at central office. All evaluations of employees that are to be retained will be placed in the official personnel file.
2. An employee may review the contents of the official personnel file by requesting the review with the superintendent or designee and setting a time for the review.
3. The employee shall have the right to respond to all material contained in said official personnel file and to any material to be placed in said file in the future. Such employee responses shall become part of said file.
4. Any complaints directed toward an employee which are placed in his or her official personnel file are to be promptly called to the teacher's attention in writing.
5. The principal will forward documents for the official personnel file, located in the central office. These documents include, but are not limited to:
 - a. Individual Career Development Plans
 - b. Observation Forms
 - c. Summative Evaluations
6. If any information contained in the employee's official personnel file is transferred, the employee will be notified.

Article XIII

Formal Coach Evaluation

- A. Purpose of Evaluation. The purpose of a coach's evaluation in the Indianola Community School District is to improve coaching performance. Ideally, the evaluation process is a positive, systematic, ongoing process, which attempts to objectively evaluate the individual's progress toward meeting objectives consistent with goals and philosophy of the Indianola Community School District.

B. Notification. Prior to the start of the respective season, the Athletic Director shall acquaint each coach with the evaluation procedures, and the instruments to be used. This orientation is to achieve mutual understanding of the evaluation procedure.

C. Observations. Observations of practices, meetings and competitive situations may be made. These need not be announced or previously known.

D. Procedure

1. The athletic director shall evaluate each coach formally in writing as soon as possible after a complete season. Principals who desire to write an evaluation may do so and present it to the coach as a separate evaluation.

2. A copy of the written evaluation and the coach's self-evaluation shall be exchanged. An additional conference will be held unless both parties feel it is unnecessary.

3. A copy of any written evaluations signed by both parties shall be given to the coach if requested. The coach's signature does not necessarily mean agreement with the evaluation, but rather awareness of the contents.

4. If a coach feels the formal written evaluation is incomplete, inaccurate, or contains mischaracterizations:

a) The objections may be put in writing and attached to the evaluation report and signed by both parties to indicate awareness of the contents.

b) A coach may request an evaluation of his/her work by a team approach. The team shall be composed of two administrators mutually agreed upon by the coach and the evaluator. If agreement on the team cannot be reached, the Superintendent shall appoint the team.

E. Remediation The athletic director will work with the coach and offer suggestions to improve the quality of coaching and to eliminate difficulties, if needed. These suggestions may be placed in the file for future reference.

F. Review of Evaluation

1. The official personnel file is maintained at central office. All evaluations of employees that are to be retained will be placed in the official personnel file.

2. An employee may review the contents of the official personnel file at any time by requesting the review with the superintendent or designee and setting a time for the review.

3. The employee shall have the right to respond to all material contained in said official personnel file and to any material to be placed in said file in the future. Such employee responses shall become part of the said file.

4. Any complaints directed toward an employee which are placed in his or her official personnel file are to be promptly called to the coaches' attention in writing.

5. If any information contained in this file is transmitted to any other office or file, the employee will be notified.

Article XIV

Assignment/Reassignment Procedures

A. Assignment

1. An employee's job classification, building, and grade level for PK-6 certified staff or subject area (i.e.: English 10, General Science 1, Algebra II, etc.) for 7-12 certified staff.
2. The District will notify in writing each employee under continuing contract his/her assignment(s) for the next school year prior to the completion of the last day of the In-School work year.

B. Reassignment

1. Any employee who is re-assigned shall be notified in writing. This notification shall include reasons for the re-assignment. However, assignment and re-assignment decisions shall be at the sole discretion of the District.
2. Notice of re-assignment will be given as soon as reasonably possible, but in no case shall this notice be less than 7 calendar days before the effective date of the re-assignment. The affected teacher may waive this requirement.
3. Re-assignment for evaluation and/or remediation purposes shall be made to an existing vacancy only.
4. The employee, upon request, will be entitled to a meeting with the Superintendent or his/her designee, building principal, and/or Association representative to discuss the re-assignment.

Article XV

Transfer Procedures

- A. If a permanent vacancy arises in a teaching position and the District determines that the vacancy is to be filled, the following procedures shall be followed:
 1. Notice will be provided to the Association of all vacancies during the school year for posting prior to publicly advertising for the vacancy. Notice of vacancies will be provided to requesting employees by mail during summer months.
 2. Employees who desire a transfer to a vacancy shall file a written statement of such desire with the District. Teaching refers to a certificated position.
 3. All qualified employees who file a request shall be considered for a posted vacancy and shall be granted an interview or meeting with the principal.
 4. The selection of the individual to fill the vacancy shall be at the sole discretion of the district.
 5. Notice of action shall be given in a timely manner to all the employees who applied.

6. Any employee who transfers to an administrative and supervisor position in the system and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer to administrative status.

Article XVI

Professional Development and Educational Improvement

- A. Required Education Employees will be required to meet the continuing education requirements that are established by the state.
- B. In-Service Education for Teachers An in-service committee consisting of teachers, association representatives, and administrators shall be established to provide input in developing district in-service education.

Article XVII

Supervision of Student Teachers

- A. Voluntary Participation
 1. Supervision of a student teacher by an employee shall be voluntary, but may not be assigned without the approval of the principal.
 2. Procedures to govern supervision of student teachers shall be established by the college or university and approved by the Board.
 3. Strong consideration should be given to not assigning student teachers to first-year teachers in the Indianola system.

SECTION C—Associates

Article XVIII

Introductory Period

The first six months of a newly employed classified employee's contract is a probationary period. "Day" is defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, are subject to this probationary period.

"New" employees include individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year to the one for which contracts are being issued. (Board Policy 411.8)

Contracted Associates will be offered the opportunity to purchase the work site product "Assurity at Work" through the district.

Article XIX

Job Classification - Associates

A. Definitions

1. "Associates" shall be defined as employed persons who: (a) supervise students on a monitorial or service basis; (b) work with students in a supportive role under conditions determined by a certificated employee who is responsible for the students, but not as a substitute for or a replacement of functions and duties of a "teacher" as established in Section 3.4(4) of the Iowa Department Rules; and (c) perform various clerical and other routine school tasks.

B. Pay The salaries of all associates are listed in Schedule B of this agreement.

C. Responsibilities The primary purpose for the use of associates is greater utilization of teaching employees. Quality education is the goal; therefore, associates, and cooperating employees and the Board have certain responsibilities.

1. Associates

Associates will be responsible to the cooperating employees to whom assigned and shall perform all such duties as directed by the cooperating employee as eligible to be performed under section A, Definitions, of this article.

2. Cooperating Employee

Cooperating employees shall provide associates with a detailed work schedule developed with the associate. The employee shall orient the associate in job-related activities such as operation of A-V equipment, preparation of teaching materials, school schedules, methods of supervision in the various school areas, and other necessary information related to the associates' assignment.

3. Board

The Administration shall assist the associate in understanding the philosophy and educational program of the district, staff relationships, human relations, student rules, and specific orientation to building and area of activity to which assigned.

Article XX

Leaves of Absence

A. Sick Leave (Section 279.40, Code of Iowa)

1. Public school employees are annually granted 15 days of leave of absence for illness or injury with full pay.
2. Unused portions shall be cumulative to a total of one hundred thirty-five (135) days.
3. Sick days shall be cumulative to a total of one hundred thirty-five (135) days. Employees who have an accumulated sick leave balance (including their reserve bank) as of June 30, 2013, will be allowed to carry forward these excess days to their accumulated sick leave balance. These employees will receive 15 days of sick leave annually but will not exceed their grandfathered total when reconciled at year-end.
4. Minimum use of sick leave shall be a half day.
5. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the calendar year or contract year whichever comes first. Medical documentation of the personal illness or disability may be required. The leave may be extended for an additional period of time, if approved by the Board. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.
6. Former employees, who left the district's employment and are rehired within one year, will be granted accumulated sick leave at the time of their employment separation not to exceed 135 days.
7. Up to three (3) days of an employee's sick leave per year can be used for an employee's medical appointments not related to personal illness or disability.

B. Personal Leave Without Pay

1. Up to three (3) days of leave without pay will be granted.
2. This leave must be arranged with the building principal in advance.
3. This leave could be used for any purpose at the discretion of the employee.
4. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

C. Personal Leave With Pay

1. An employee will be granted two (2) working days per year, cumulative to three (3), for personal leave with pay.
2. An associate will notify his/her principal at least two (2) days in advance except in case of an emergency.

3. On the day immediately before or after a holiday or vacation period, the district may impose reasonable restrictions on the use of this leave.
4. Said days are separate from and not to be counted as a part of any other paid leave.

D. Bereavement Leave

1. Up to ten 10 days of leave with pay will be granted per year not to exceed 5 days leave per occurrence. These days are intended to provide employees the opportunity to attend visitations, memorial services, funerals and to grieve the loss. For other absences related to settling an estate or other related legal issues personal leave (with or without pay) or cost of a substitute must be used. In extreme circumstances, an employee may be granted more than the five consecutive days at the discretion of the Superintendent or their designee.
2. Bereavement leave will be taken out of the employee's sick leave.
3. The employee will notify the principal in advance except in cases of emergency.

E. Family Medical Leave

1. Serious Family Medical Leave--Up to five (5) days of leave with pay will be granted per year to an employee per serious illness or injury of an employee's spouse, child, parent, parent-in-laws, grandchildren, brothers or sisters. A serious family illness or injury occurs when the family member, as listed above, is receiving in-patient or out-patient care at a medical facility; and the employee is needed to care for the family member. These days will be deducted from the employee's sick leave.
2. Other Family Medical Leave--Up to five (5) days of leave with pay per year may be used to care for an ill or injured spouse, dependent child or parent. These days can also be used for medical appointments for these family members that are not related to serious illness or injury. These days will be deducted from the employee's sick leave.
3. The birth of a grandchild is not considered an illness or injury.
4. The employee will notify the principal in advance except in cases of emergency.

G. Legal Requirement

1. An employee will be granted discretionary leave with pay when legally required to appear in court. An employee may be granted discretionary leave without pay to attend to a legal matter at a stated time which falls within the school day wherein the employee is not a party. Personal leave (with or without pay) will be used in legal matters involving the employee.
2. The employee will notify the principal in advance.
3. The employee may be asked to provide proof of legal requirement to attend.

H. Jury Duty

1. An employee will be granted leave with pay less any fees paid the employee to serve on a jury when required by law.
2. The employee will notify the principal in advance.

I. Association Business

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence of two (2) day each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.
3. Any other requests for absences for Association business must be approved by the Superintendent. Any such approved absence will be at the cost of a substitute.

J. Professional Leave Professional leave with pay will be allowed as approved by the building principal.

K. Adoption

1. Up to five (5) days of leave with pay will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
2. Up to ten (10) days of leave at the cost of a substitute will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
3. The employee will notify the principal in advance.

L. Religious Holidays When an employee's religion requires an employee to be absent from the work place the employee will be granted one day of leave per year at the cost of a substitute. This will be an additional day to the 4 days listed in Article VII Section B. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, personal leave at the cost of a substitute or personal leave without pay. Such requests must be submitted in writing seven (7) days before the requested leave.

M. Discretionary Leave An employee who has exhausted all applicable leave available may request discretionary leave. Discretionary leave, with or without pay, may be granted at the discretion of the Superintendent.

N. Extended Leaves

1. Associates may request an extended leave of absence. Requests for extended leave should be made to the superintendent/designee. A request for an extended leave shall be presented to the District at the earliest possible time.
2. No extended leave may be granted without Board approval. All extended leaves

shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board or required by law.

3. An associate granted a leave of absence will return to a position within the same job classification. The associate on leave shall notify the district by January 11 of his/her intent to return in the following year.
4. The accumulated sick leave, including any days in the sick leave bank, shall not be canceled if an associate is on an extended leave. The associate shall reacquire the accumulated sick-leave days he/she had when the extended leave began.
5. An associate on extended leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.

Article XXI

Employee Hours/Work Year

A. Work Day

1. The work day will vary with the position, and will be assigned by the District.
2. For payroll purposes, employee time will be recorded to the minute worked.
3. A two hour trip minimum will be applied to transportation associates.

B. Out of the Building

1. Employees may leave the building during their regular lunch.
2. To be absent from the building at any other time employees must:
 - a) Notify the principal's office in case of emergency.
 - b) Secure the approval of the principal or designee.

C. Work Year

The work year will be as assigned by the District.

D. Holidays

1. No employee shall be required to perform duties on any of the six (6) days listed. They are: Labor Day, Thanksgiving, Christmas, New Years, January 2 and Memorial Day.
2. Paid holidays shall be Thanksgiving and New Years.

Article XXII Safety

A. Unsafe and Hazardous Conditions

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are pointed out by official inspections of facilities, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of his/her employment and pursuant to existing Board policy.

C. Assault of an Employee

The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to Board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. Reporting Assaults

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. Bomb Threat

School personnel may be asked to assist during emergencies such as a bomb threat, but no associate will be required to participate in a search against his or her will.

Article XXIII Staff Reduction/Realignment

A. Procedures

1. The District has the responsibility to determine when and if it is necessary to reduce the staff.
2. When one or more non-certified positions covered by this Agreement are to be eliminated, the first effort shall be to utilize normal attrition factors to avoid the termination process.
3. If hire date is equal, then the District shall make its decision by lot, based upon the last four digits of the social security number. The higher number shall have preference.
4. The District will publish a list of all associates in classifications by date of hire prior to November 1. The list will be based upon an employee's date of hire. Any grievance regarding this list must be filed with the Superintendent on or before December 1.
5. The District will provide the Association with a list of all positions being terminated as soon as the list becomes available following Board approval.
6. If the district establishes a position that does not fit into a classification group, within 30 days of its creation the district will notify the Association of its intended placement into an existing classification, or its intended treatment as a separate classification. If the Association wishes to further discuss the classification of the new position, the District will meet and confer with the Association regarding its placement.

- B. Staff reductions will be determined on the basis of hire date within the following job classifications after 14 days' notice. Employees shall be grouped within the following classifications according to their work experiences in the District. The work experience must be in the last five years. Employees may be placed in more than one classification. Any employment in a classification within the previous five (5) years qualifies that employee for placement in that classification. This five-year requirement shall be extended by five (5) years for up to a total of ten (10) pursuant to Article XXV to a different classification and if the reassignment was done for reasons unrelated to performance.

1. Study Hall Associates
2. Preschool Associates
3. Elementary Associates
4. Secondary Associates
5. Special Ed. Associates
6. Health Associates
7. Hearing Impaired Associates

- C. Exceptional Circumstances. For exceptional circumstances when applying this Article, the District may override district experience when the qualifications of a junior employee better suit the needs of the school district. For the purpose of this article, "qualifications" shall include professional preparation, performance evaluations, experience in a particular grade or subject and other pertinent criteria demonstrating skill, ability, and competence. For the purposes of this article, the needs of the District shall include particular programs, classes and affirmative action. The District shall have the burden of proof for any deviation.

Article XXIV Assignment / Reassignment Procedures

- A. Assignment—an employee's job classification and building
- B. Reassignment
 - 1. An employee who is re-assigned shall be notified in writing. This notification shall include reasons for the re-assignment. However, assignment and re-assignment shall be at the sole discretion of the District.
 - 2. Notice of re-assignment will be given as soon as reasonably possible, but in no case shall this notice be less than 1 calendar day before the effective date of the re-assignment. The affected employee may waive this requirement.
 - 3. Re-assignment for evaluation and/or remediation purposes shall be made to an existing vacancy only.
 - 4. The employee, upon request, will be entitled to a meeting with the Superintendent or his/her designee, building principal, and/or Association representative to discuss the re-assignment.

Article XXV Transfer Procedures

If a permanent vacancy arises in an associate position and the District determines that the vacancy is to be filled, the following procedures shall be followed:

- A. Notice will be provided to the Association of all vacancies during the school year for posting prior to publicly advertising for the vacancy. Notice of vacancies will be provided to requesting employees by mail during summer months.
- B. Employees who desire a transfer to a vacancy shall file a written statement of such desire with the District.
- C. All qualified employees who file a request shall be considered for a posted vacancy and shall be granted an interview or meeting with the principal.
- D. The selection of the individual to fill the vacancy shall be at the sole discretion of the district.
- E. Notice of action shall be given in a timely manner to all the employees who applied.
- F. Any employee who transfers to an administrative and supervisor position in the system and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer to administrative status.

SECTION D—Wages/Insurance (All)

Article XXVI

Wages and Salaries/Method of Payment

- A. Adjustment to Salary Schedule Each employee who is covered by the Board of Education for advancement shall be placed on his or her approved level of the salary schedule as of the effective date of this agreement. Any employee hired prior to the beginning of the second semester of any school year shall be eligible for a full credit for one (1) year of service toward the next increment level for the following year.
- B. Credit for Experience
1. New employees will be placed on a salary step at the discretion of the district not to exceed their actual years of teaching experience in a duly accredited school.
 2. Any teacher returning to the Indianola Community School District after being gone for no more than one year will be returned to the salary step that he/she would have been placed on if he/she had not left.
- C. Credit for Education

Employees on the regular salary schedule who qualify to be moved to a higher educational lane shall be moved to the appropriate step of the next lane. All courses to be applied toward advancement on the salary schedule shall be approved in advance by the Superintendent or his/her designee prior to the employee taking the course. Courses eligible for educational advancement on the salary schedule shall be limited to graduate level course within an approved course of study (i.e., Individual Career Development Plan/SMART Goal, district endorsed graduate courses, or advanced degree program). These graduate level courses should be within or pertinent to the employee's teaching assignment. Undergraduate credit courses may be considered for course work leading to an endorsement. Courses relating to an employee's Schedule D assignment may not be considered for lane advancement. Credit may be given for graduate courses outside an employee's assigned teaching area for movement on the salary schedule at the sole discretion of the Superintendent or designee.

Coursework and salary advancements approved prior to July 1, 2015, are not subject to this language and cannot be revoked. Teacher hired after July 1, 2015, will submit their additional credits for review prior to being issued a contract.

Each employee who is eligible for advancement from one educational lane to another must have filed a "Notice of Intent to Move" by July 1 and suitable evidence of additional credit in the employee's teaching field or related areas with the Superintendent or designee on or before September 1 of each year. If the work has been completed but evidence is not available, an agreement can be made with the Superintendent or designee for the advancement.

All approved graduate and undergraduate credits earned after a teacher's Bachelor's degree will be considered "additional credits." These "additional credits" may be used for salary advancement on the BA lanes (i.e., BA+15, BA+30) and the MA lanes (i.e., MA+15, MA+30) or as part of an approved Master's program.

However any “additional credits” used toward the completion of a Master’s degree program may not also be used for “additional credits” after the Master’s degree.

An individual who has reached maximum advancement in the BA Lane at BA step 15 will not be allowed credit for any additional years of service at that step when moving to a higher education lane. For example, a teacher who has remained on BA step 15 for more than one year will move to step 16 of a higher education lane, regardless of the number of years the teacher has spent at BA step 15. All other teachers will have years of service at the maximum step in their current lane recognized on advancement to a higher education lane.

In placing new employees on the schedule, the additional credits and/or degrees must be in the employee’s teaching field or area of employment.

D. Advancement on the Salary Schedule

1. Each employee on the salary schedule shall be granted one increment or vertical level on the schedule for each year of service until the maximum for the employee's educational classification has been reached.
2. A year of service consists of employment in the Indianola School District for two (2) consecutive quarters or more in one school year.
3. Employees being considered for non-advancement in a vertical lane on the salary schedule will be notified during the evaluation process allowing time for remediation. These employees may advance an educational lane(s).

E. Method of Payment

1. Teachers shall be paid in twelve (12) equal installments on the 20th of each month. Year Round Education teachers new to the district will be paid over thirteen (13) months (August – August) during their first year of employment.
2. Hourly employees will be paid on the 20th of the month for hours worked in previous pay period. The cut-off period will be established by the central office.
3. Upon timely submission, payment for special assignments (Article XXVII (D)) will be paid the month following service rendered.
4. Employees who are leaving the employment of the District shall have the option of receiving their final check for the balance of the contract on June 20th. Other arrangements may be worked out with the business office by mutual agreement.

F. Combined Salary Schedule Schedule A “Teacher Salary Schedule” includes a generator base that is used to generate the remainder of that schedule.

Schedule A “Combined Teacher Salary Schedule” is a summary salary schedule that is comprised of two components: Teacher Salary Schedule and the Teacher Salary Supplement (TSS) Salary. TSS funding is 100% state funded revenue and shall be paid to all eligible employees as provided by law. The TSS Salary as presented in Schedule A is the 2010-11 TSS stipend based on anticipated state funding and the staff known at the completion of negotiations. The District is only obligated to distribute TSS funds to the extent they are received from the state. In

the event that the District's annual allocation of TSS funds is reduced or increased, Schedule A will be recalculated accordingly so that the state funded revenue is fully distributed to eligible employees.

Distribution of the TSS funds will be determined by the following criteria below:

1. Minimum salaries for the first year beginning teachers second year beginning teachers and Career 1 teachers will be paid according to the salary provisions of the law.
2. 95% of the remaining funds from the District's annual allocation will be distributed to all other teachers equally per FTE after deducting the District's costs for FICA, Medicare and IPERS.

The 5% of the remaining funds will be distributed in the May payroll after adjustments are made based upon any employment changes during the school year that increases or decreases the FTE eligible for the funds.

**Article XXVII
Supplemental Pay**

- A. Approved Activities The Board and the Association agree that the extracurricular activities listed in the schedule are official school-sponsored activities covered by school insurance.
- B. Rates of Pay Employees' participation in extracurricular activities which extend beyond the regular schedule in-school day shall be compensated according to the rate of pay or other stipulations in the schedules which are attached:

Athletic.....	Schedule D
Activities and Clubs	Schedule E
Summer School	Schedule F
Curriculum Development	Schedule F
Elementary Music Supervision	Schedule F
Athletic/Activity Supervision.....	Schedule F
Covering Classes for Another Teacher	Schedule G

Additional paid assignments may be created by the Board of Education and a rate of pay set for that term. If the position is to be continued on an annual basis, it would be added to the appropriate schedule in the following year.

- C. An employee who is required to travel between buildings in the same day as a part of his/her regular school day assignment will be reimbursed for use of the employee's personal car. The reimbursement will be the lower of the maximum allowed by the IRS (Internal Revenue Service) or the rate on July 1 of each year but will not exceed the amount allowed by the Iowa Code.

Payment for mileage will be made after a request for employee reimbursement is received and administratively approved.

- D. Leaves of Absence. When a substitute is deemed necessary in the absence of a person with a Schedule D or E contract, the cost of the substitute hired will be deducted from the wages of the absent employee.

Article XXVIII

Insurance

A. Health/Medical and Dental

Eligible employees may choose the coverage of medical/health and dental insurance from a cafeteria of benefits. The District's monthly contribution to each employee's insurance cost will be the dollar amount equal to the sum of:

1. Cost of single premium \$1,000 deductible PPO
2. Cost of single dental

The employee who takes health and dental insurance through the cafeteria of the district benefits offered will have the option to take the unused portion of their health/medical and dental benefit as a cash payment. If this is done, the District will deduct FICA and IPERS (to include employer's contribution) from the payment.

An employee who does not take health and dental insurance through the cafeteria of district benefits offered will receive 0% of the dollar amount generated by the formula above. Proof of coverage by a spouse's group insurance will be provided to the District by employees electing not to take a health/medical policy.

Insurance costs will be prorated for associates who are not paid over a twelve (12) month period.

- B. Term Life The term life insurance amount shall be \$15,000 for certified (teachers and nurses) employees and will be paid by the District.

- C. Long-Term Disability The District shall provide all certified (teachers and nurses) employees access to a long-term disability plan. The coverage shall be 60% of the employee's covered wages. Such employees are required to purchase the long-term disability plan available. Such employees will receive additional compensation equivalent to the LTD premium. The premiums paid by such employees for the LTD insurance cannot be withheld on a pre-tax basis. These benefits begin immediately following an employee's depletion of accumulated sick leave (up to a maximum of 90 days in a school year).

D. Eligible Employees for Health and Dental Insurance Coverage

1. "Eligible employees" are those full-time certified (teachers and nurses) employees.
2. Part-time certified (teachers and nurses) employees are eligible for insurance coverage and the amount paid by the District will be pro-rated according to their contract time.
3. Associates who work an average of thirty (30) hours per week as determined by

the district or as required by the Affordable Care Act.

E. Selection of Carrier

2. Health and Accident and Dental. The carrier shall be selected jointly by the Board and the Association and shall remain the carrier until a mutual agreement is reached between the Board and the Association to change the carrier.
3. Long-Term Disability. The carrier will not be changed without notifying the Association and allowing it to make recommendations. The final decision will be made by the Board who pays for the total premium.

Article XXIX
Health Provisions

A. Physical Examinations.

1. All new employees are required to provide evidence of physical fitness to perform duties assigned.
2. Such evidence shall be in the form of a written report of a physical examination by a licensed medical professional as recognized under the regulations of the Department of Education. Certification of fitness must be provided to the District prior to payment of salary.
3. The physical shall be taken on the employee's own time. The employee will be reimbursed for charges not reimbursable under the employee's health insurance plan, with maximum reimbursement limited to fifty dollars (\$50). The employee must provide written evidence of the employee's cost of the physical to receive this reimbursement.
4. If the district requires a physical of an experienced employee, the District will pay for the physical.

SECTION E

Article XXX

Compliance and Duration

- A. 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 of application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- B. 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 email or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.
1. To the Board Secretary at 1304 East Second
 2. To the Association at 1304 East Second.
- C. Duration Period Upon ratification of both parties, this agreement shall become effective July 1, 2017, and continues until June 30, 2019. Salary schedules for the 2017-18 and 2018-19 school years will be determined according to the formula that was negotiated between the Indianola Community School District and the Indianola Education Association.
- D. Signature Clause Within 30 days of ratification by both parties the District will provide final copies of contract for signatures.

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 on the 13th day of February, 2017.

Indianola Education Association

"Association"

By _____
Its President

By _____
Its Chief Negotiator

Indianola Community School District

"Board of Education"

By 
Its President

By _____
Its Chief Negotiator

Grievance Report

Date filed

_____ School District

_____ Building

Name of Aggrieved Person

Distribution of Form

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

Level II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor Date

Grievance Report

Level III

Indianola Community School District

Name of Aggrieved Person

Distribution of Form

- 1. Employee
- 2. Association
- 3. Superintendent

A. Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or Designee:

Date

Signature of Superintendent

Grievance Report

Level IV

Indianola Community School District

Name of Aggrieved Person

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date Submitted to Arbitration

Date Received by Arbitrator

C. Disposition and Award of Arbitrator*:

Date

Signature of Arbitrator

* Disposition may be on an attached report.

Form 2

Dues Deduction Authorization Form

A. Authorization for payroll deduction for Educational Association Dues for:

First Name	Initial	Last Name
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I hereby request and authorize the Board of Education of the Indianola Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is revoked as provided herein an amount equal to one-tenth (1/10) of the total dues indicated below. Such amount is to be remitted each month for me and on my behalf to the treasurer of the Indianola Education Association.

If the total deduction is not exactly divisible by 10, then the quotient will be rounded up the next higher cent so that an equal amount can be deducted each month.

B. The total amount of dues to be deducted of the ten (10) months is:
\$ _____

C. It is understood that this authorization shall begin on the September payroll following this date and shall continue through the following August, unless revoked in writing to the Business Office of the Indianola School District at least 30 days prior to the pay day on which the deduction is to stop.

It is my obligation to notify the Treasurer of the Indianola Education Association prior to this notification being given, of my intent to stop the deduction.

D. The Board incurs no liability and will be held harmless in all aspects concerning this authorized deduction.

_____ Social Security Number

Signature

SALARY SCHEDULE

2017-18

41,400 (District Schedule A)

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	STEP
1	41,400	43,225	45,050	47,700	50,350	53,000	1
2	42,195	44,020	45,845	48,495	51,145	53,795	2
3	43,000	44,825	46,650	49,300	51,950	54,600	3
4	43,815	45,640	47,465	50,115	52,765	55,415	4
5	44,640	46,465	48,290	50,940	53,590	56,240	5
6	45,475	47,300	49,125	51,775	54,425	57,075	6
7	46,320	48,145	49,970	52,620	55,270	57,920	7
8	47,175	49,000	50,825	53,475	56,125	58,775	8
9	48,040	49,865	51,690	54,340	56,990	59,640	9
10	48,915	50,740	52,565	55,215	57,865	60,515	10
11	49,800	51,625	53,450	56,100	58,750	61,400	11
12	50,695	52,520	54,345	56,995	59,645	62,295	12
13	51,600	53,425	55,250	57,900	60,550	63,200	13
14	52,515	54,340	56,165	58,815	61,465	64,115	14
15	53,440	55,265	57,090	59,740	62,390	65,040	15
16		56,200	58,025	60,675	63,325	65,975	16
17		57,145	58,970	61,620	64,270	66,920	17
18		58,100	59,925	62,575	65,225	67,875	18
19				63,540	66,190	68,840	19
1a	55,165	59,825	61,650	65,265	67,915	70,565	1a
2a	56,890	61,550	63,375	66,990	69,640	72,290	2a
3a	58,615	63,275	65,100	68,715	71,365	74,015	3a
4a	60,340	65,000	66,825	70,440	73,090	75,740	4a
5a	61,515	66,175	68,000	71,615	74,265	76,915	5a

*An individual who has reached maximum advancement in the BA Lane at BA step 15 will not be allowed credit for any additional years of service at that step when moving to a higher education lane. For example, a teacher who has remained on BA step 15 for more than one year will move to step 16 of a higher education lane, regardless of the number of years the teacher has spent at BA step 15. All other teachers will have years of service at the maximum step in their current lane recognized on advancement to a higher education lane.

*Beginning with the 2003-04 school year, employees in the BA Lane will not move into the career increment steps.

*Employees who entered the BA Lane career increment steps prior to the 2003-04 school year, will continue to receive payment based on these steps.

*New teachers hired to teach on the Year Round Calendar will have their salaries prorated over thirteen (13) months (August- August) during their first year of employment.

COMBINED SALARY SCHEDULE 2017-18

41,400 (*District Schedule A*) 5,900 (*TSS*)

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	STEP
1	47,300	49,125	50,950	53,600	56,250	58,900	1
2	48,095	49,920	51,745	54,395	57,045	59,695	2
3	48,900	50,725	52,550	55,200	57,850	60,500	3
4	49,715	51,540	53,365	56,015	58,665	61,315	4
5	50,540	52,365	54,190	56,840	59,490	62,140	5
6	51,375	53,200	55,025	57,675	60,325	62,975	6
7	52,220	54,045	55,870	58,520	61,170	63,820	7
8	53,075	54,900	56,725	59,375	62,025	64,675	8
9	53,940	55,765	57,590	60,240	62,890	65,540	9
10	54,815	56,640	58,465	61,115	63,765	66,415	10
11	55,700	57,525	59,350	62,000	64,650	67,300	11
12	56,595	58,420	60,245	62,895	65,545	68,195	12
13	57,500	59,325	61,150	63,800	66,450	69,100	13
14	58,415	60,240	62,065	64,715	67,365	70,015	14
15	59,340	61,165	62,990	65,640	68,290	70,940	15
16		62,100	63,925	66,575	69,225	71,875	16
17		63,045	64,870	67,520	70,170	72,820	17
18		64,000	65,825	68,475	71,125	73,775	18
19				69,440	72,090	74,740	19
1a	61,065	65,725	67,550	71,165	73,815	76,465	1a
2a	62,790	67,450	69,275	72,890	75,540	78,190	2a
3a	64,515	69,175	71,000	74,615	77,265	79,915	3a
4a	66,240	70,900	72,725	76,340	78,990	81,640	4a
5a	67,415	72,075	73,900	77,515	80,165	82,815	5a

**Schedule B
Associates Salary Schedule**

Level	Step	2017-18
I	1	\$ 11.85
	2	\$ 11.85
	3	\$ 11.85
	4	\$ 11.85
	5	\$ 11.85
II	6	\$ 12.70
	7	\$ 12.70
	8	\$ 12.70
	9	\$ 12.70
III	10	\$ 13.85
	11	\$ 13.85
	12+	\$ 13.85

* Study Hall, Preschool Classroom Associates, English-Language Learner (ELL) and Health associates will begin pay at Level III of the Associates Salary Schedule. Preschool classroom associates are required to have a “Child Development Associate” (CDA) certification.

**Schedule C
Nurses' Salary Schedule**

New Hires	
RN	80% of BA Lane
BSN	BA Lane

Nurse’s salaries will be adjusted annually in accordance with their years of service in the Indianola Community School District. Salary advancement for nurses will limited to career increments 1-15.

**Schedule D
Athletic Salary Schedule
(Base \$35,525)**

<u>Sport</u>	<u>% of Base</u>	<u>Salary</u>
Varsity (FB, BB, WR)	20.00%	\$7,105
Assistant High School (FB, BB, WR)	12.00%	\$4,263
Varsity (Baseball, Softball, VB)	18.00%	\$6,395
Assistant Varsity (Baseball, Softball, VB)	11.00%	\$3,908
Varsity (Soccer, Swimming, Track)	15.50%	\$5,506
Assistant Varsity (Soccer, Swimming, Track)	10.00%	\$3,553
Varsity (CC, Golf, Tennis)	12.00%	\$4,263
Assistant High School (CC, Golf, Tennis)	7.50%	\$2,664
7th-8th Grade Head (Softball)	7.50%	\$2,664
7th-8th Grade Assistant (Softball)	6.50%	\$2,309
7th-8th Grade Head (WR, FB, BB, VB)	8.50%	\$3,020
7th-8th Grade Assistant (WR, FB, BB, VB)	7.50%	\$2,664
7th-8th Grade Head (CC, Track)	7.50%	\$2,664
7th-8th Assistant (CC, Track)	6.50%	\$2,309
Strength Coach (Fall, Winter, Spring)	7.00%	\$2,487
Cheerleaders, Head Coach (Fall Season)	6.00%	\$2,132
Cheerleaders, Assistant Coach (Fall Season)	5.50%	\$1,954
Cheerleaders, Head Coach (Winter Season)	6.00%	\$2,132
Cheerleaders, Assistant Coach (Winter Season)	5.50%	\$1,954

Schedule E
Activities Supplementary Salary
(Based on percentage of salary base--Base \$35,525)

Activity	Current		New	
	% of Base	Salary	% of Base	Salary
Academic Decathlon	4.00%	\$1,421		
Art Club/Art Gallery	2.00%	\$711	0.00%	\$0
Art Fair	2.00%	\$711	0.00%	\$0
DECA	4.00%	\$1,421		
Debate	12.00%	\$4,263		
Debate Assistant	9.00%	\$3,197		
Drama, Middle School	4.00%	\$1,421		
Drama, Senior High (Fall)	5.00%	\$1,776		
Drama, Thespian Club	3.00%	\$1,066	0.00%	\$0
Drill team	8.00%	\$2,842		
FCCLA	3.00%	\$1,066	0.00%	\$0
FFA	4.00%	\$1,421		
Flag Squad, Marching Band	3.00%	\$1,066		
Instrumental Elementary	7.50%	\$2,664	1.00%	\$355
Instrumental, Middle School	7.50%	\$2,664	3.00%	\$1,066
Instrumental, Senior High	12.50%	\$4,441		
Jazz Band I	5.00%	\$1,776		
Jazz Band II	4.00%	\$1,421		
Pep Band, Senior High	3.00%	\$1,066		
Jazz Band, Middle School	3.00%	\$1,066		
Junior Class Prom	3.00%	\$1,066		
Mock Trial, Senior High	3.00%	\$1,066		
Mock Trial, Middle School	2.00%	\$711		
Musical	6.00%	\$2,132		
National Honor Society	3.00%	\$1,066		
Newspaper, Senior High	4.00%	\$1,421		
Orchestra, Elementary	3.00%	\$1,066	1.00%	\$355
Orchestra, Middle School	3.00%	\$1,066		
Orchestra, Senior High	8.00%	\$2,842		
Show Choir, Asst., 7th Grade	3.00%	\$1,066		
Show Choir, 7th Grade	5.00%	\$1,776		
Show Choir, Asst., 8th Grade	3.00%	\$1,066		
Show Choir, 8th Grade	5.00%	\$1,776		
Show Choir, Senior High, JV	7.00%	\$2,487		
Show Choir, Senior High, Varsity	7.00%	\$2,487		
Speech, Senior High (Individual) (9th-12th Grade)	5.00%	\$1,776		
Speech, Senior High (Large Group) (9th-12th Grade)	5.00%	\$1,776		
Student Council, Senior High	4.00%	\$1,421		
TV Production, Senior High	5.00%	\$1,776	4.00%	\$1,421
Vocal, Elementary	3.00%	\$1,066	1.00%	\$355
Vocal, Elementary, 5th Chorus	3.00%	\$1,066	1.00%	\$355
Vocal, Middle School (6th Grade)	3.00%	\$1,066		
Vocal, Middle School (7th & 8th Grade)	7.00%	\$2,487		
Vocal, Senior High	12.50%	\$4,441		
Yearbook, Middle School	3.00%	\$1,066		
Yearbook, Senior High	5.00%	\$1,776		

Schedule E Notes

2011-2012 employees that held a Schedule E contract that has been identified will continue to be paid the 2011-2012 percentages based on the \$34,825 (2011-2012 D and E Generator Base).

When an employee fills a vacant Schedule E position, they will be paid the new rate as listed in the Master Contract, (starting 2012-2013).

Summer School/Curriculum Development Salary Schedule F Projects

Supplemental Pay

1. \$25.00 per hour
 - Staff Development Teacher/Facilitator
 - Approved Curriculum Development
 - Summer School/Intersession Instruction
 - Extended Contracts

 2. \$20.00 per hour
 - Approved Staff Development Teacher/Facilitator Planning
 - Elementary Music Supervision
 - Athletic/Activity Supervision

 3. Additional assigned time for teachers contracted less than fulltime for parent/teacher conferences, professional development (early outs), extended teaching time during the normal day will be paid per diem on the Schedule A "Combined Salary Schedule".
-

Covering Classes for Another Teacher Schedule G

Any teacher who agrees to cover a class for another teacher shall be compensated in the following manner: 0-30 minutes = \$12.50; 31-60 minutes = \$25; for time beyond 60 minutes, \$12.50 will be paid for each 30 minutes period of time, or portions thereof. However, this provision is not intended to apply when a teacher whose regularly-assigned students are not present in the classroom (for example, because of field trips, extracurricular or special events, senior week, etc.), when assigned to substitute during periods that the teacher would have had students in class.

Letters of Agreement

Letters of agreement are maintained on file. A summary of each of the agreements is provided.

LETTER OF AGREEMENT: INSTRUCTIONAL ROUNDS, CLASSROOM WALK-THROUGHS, AIW, GRR, ETC.

The parties agree that the use of Instructional Rounds, Classroom Walk-Throughs, AIW, GRR, and any videotaped AIW or GRR instruction are to be used for the sole purpose of enhancing and improving instruction and are not intended to be part of the formal evaluation process.

LETTER OF AGREEMENT: VOLUNTEERS

The District shall ask for "volunteers" before assigning individuals pursuant to Article XXVII(D). The pay for these assignments shall be per the contract, regardless of whether the employee "volunteers" or is assigned. Assignments shall not be considered as part of the in-school work year (Article IX (E)). The parties agree that the District may have this work performed by non-bargaining unit personnel and at different compensation than that in the contract.

LETTER OF AGREEMENT: ELEMENTARY TEACHER SUPERVISION DURING GUIDANCE TIME

This letter is intended to clarify expectations regarding teacher supervision and the provision of elementary school guidance instruction. Elementary teachers will no longer be required to remain in their classrooms during guidance lessons, however they will not be paid to cover their classroom in the event a counselor is absent during their scheduled guidance time (i.e. Schedule G). Guidance counselors will be encouraged to reschedule missed guidance lessons, but they will not be required to do so.

LETTER OF AGREEMENT: COLLABORATION TIME

This agreement will be an addendum to the 2015-16 Master Contract and will sunset after the 2014-15 contract year, unless renewed in collective bargaining for a subsequent year.

As provided by Iowa Code Section 284.6(8), the School District will provide a minimum of thirty-six (36) hours of time for collaboration and peer review during the 2014-2015 school year. This time will be provided to allow teachers to collaborate with one another to deliver educational programs and assess student learning or to engage in peer review, as provided by Iowa Code Section 284.8(1).

Individual preparation time will not be used to provide this collaboration time.

LETTER OF AGREEMENT: PEER REVIEW

This agreement will be an addendum to the 2017-18 Master Contract and will sunset after the 2018-19 contract year, unless renewed in collective bargaining for a subsequent year.

Definition:

The parties agree that peer review is a collegial process among a peer group of teachers to enhance and improve instruction in order to increase student achievement.

Process:

1. A peer group may be a group of two or more colleagues. The peer group will be formed by mutual agreement of the participants and approved by the principal. Each teacher will have a peer group. If a peer group for a teacher cannot be formed by mutual agreement, a peer group will be formed by the principal.
2. Peer review will be based on professional dialogue that may or may not include a classroom observation. The decision regarding classroom observation will be made by the peer group.

3. The peer review process will be formative and will be focused on assisting each peer group member in achieving the goals of each teacher's individual professional development plan. Peer reviews shall be supportive and collaborative and will be conducted in an informal manner.
4. The members of the peer group will complete the attached form relating to the peer review process. The form will be submitted to the principal [no later than _____] or [within ____ calendar days after it is completed] or [prior to the end of the school year].
5. Peer group reviews shall not be the basis for recommending the teacher participate in an intensive assistance program and shall not be used to determine the compensation, promotion, layoff, or any other determination affecting a teacher's employment status.
6. Training for peer review will be provided prior to its implementation.
7. Time required for the peer review process will be scheduled by the peer group with the approval of the principal. If a substitute teacher is needed for the peer review process, the peer group will first contact the principal to seek approval and to make the appropriate arrangements.
8. If a conflict exists between or among members of a peer review group, an attempt will be made to mediate the conflict. Based on the results of the mediation, the employee(s) will then decide if it is necessary to be assigned to another peer group.

Peer Review Form

Teacher's Name: _____

Teachers in Peer Review Group: _____

Date(s)/Time(s) Peer Review Group Met: _____

General Topics Discussed From Teacher's Individual Professional Development Plan:

Signatures of Peer Group Teachers:
