

Master Contract

**2017-2018 and 2018-2019
School Year**

Between the
Colfax-Mingo Education Association

And the
Colfax-Mingo School Board



Colfax, Iowa 50054

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Master Contract

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ARTICLE I: PREAMBLE

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of Colfax-Mingo Community School District is their mutual desire and that the character of such education depends in part upon the quality and morale of the teaching service it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of the teachers as required under the express provisions of this agreement, and Whereas, the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational services, and Whereas, the parties have reached certain understandings which they desire to confirm on this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION

A. Unit

The Board hereby recognizes the Colfax-Mingo 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 No. 3062 issued by the PERB on the 23rd day of October, 1985, whether under contract, either verbal or written, on leave, or on a presidium, hourly, or class rate basis, employed or to be employed by the Board of Education of the Colfax-Mingo Community School District. Such representation shall cover all personnel assigned to newly created professional positions, unless such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

All full-time and regular part-time professional certified personnel, under contract to the Colfax-Mingo Community School District

including: Librarian, counselors, nurses

excluding: supervisory personnel, such as superintendent, high school principal, middle school principal, elementary principal, and nonprofessional personnel such as custodians, cooks, secretaries, bus drivers, and other noncertified employees (full or part-time).

B. Definitions

1. The term "Board" as used in this agreement, shall mean the Board of Directors of the Colfax-Mingo Community School District or its duly authorized representatives.
2. The term "employee," as used in this agreement, shall mean all professional employees 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 Colfax-Mingo Education Association or its duly authorized representatives or agents.

ARTICLE III: 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 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. Requests 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.

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 negotiations representatives as may be necessary to complete an agreement.

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 Board agrees to furnish the Association such public information as is requested by the Association for developing negotiations proposals on behalf of the teachers, together with information which may be reasonably necessary for the Association to fulfill its obligation to effectively represent teachers in the processing of any grievance. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE IV: IMPASSE PROCEDURES

A. Procedure

The parties agree to follow the impasse procedures as provided for by the Code of Iowa, Chapter 20, for the certified staff bargaining unit.

B. Cost

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

ARTICLE V: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or miss-application of any provision of this agreement, or of the individual employee contract.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicted 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.

2. 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 a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. The claim of the grievance shall be filed within 20 school days from the occurrence of the event complained.

4. Election of Remedies

If any employee files any claim or complaint in Civil Court, then the school district shall not be required to process the same level or set of facts through the grievance procedure.

5. Level One - Principal (Informal)

An employee and/or the representative with a grievance shall first discuss it with the principal with the objective of resolving the matter informally.

6. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal 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 Schedule A. 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. If the grievance involves more than one school building, it may be filed with the Superintendent. The appropriate building principal shall indicate his disposition of the grievance and reasons for same in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to level three.

7. Level Three - Superintendent

The Superintendent or the designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent shall indicate the disposition of the grievance and reasons for same in writing and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with the

disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to the Board by filing a written copy.

8. Level Four - Board of Directors

The Board, no later than its next regular meeting or ten (10) school days, which ever is earlier, shall meet with the aggrieved person and the Association on the grievance. Disposition of the grievance and reason for same shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the Association.

9. Level Five - Arbitration

- (a.) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board, 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 or to discuss the merits of submitting the grievance to arbitration.
- (b.) If the Association determines 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 Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association or Federal Mediation and Conciliation Service by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first two names from the list. The party having the right to remove the first two names shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove two of the three remaining names. The person whose name remains shall be the arbitrator.
- (d.) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (e.) 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 Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at the employee's option, by a representative selected or approved by the association; however at level one the representative must be from the local Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provision of this agreement.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the association, a grievance affects a group or class of employees from all buildings, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level three, or if one building at level two.

2. Separate grievance file

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

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article.

ARTICLE VI: EMPLOYEE RIGHTS

A. Rights and Protection in Representation

The employee has the rights, pursuant to Chapter 736A of the Code of Iowa, the Public Employment Relations Act of 1974, and this agreement.

B. Recording of Grades

The employee shall maintain the right and responsibility to determine grades of students within the grading policies of the Colfax-Mingo Community School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade shall be changed without consulting the employee.

ARTICLE VII: ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for a reasonable number of meetings and any equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The meetings shall be scheduled through the building principal.

B. Communications

The Association shall have the right to post notices of activities on bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, but not in areas open to the public or students. The Association may use the district inter-building mail service and employee mailboxes for communications to employees.

C. Telephone

The President of the Association shall have, upon the request, use of a telephone in privacy for Association business, and the Association shall assume cost of all long distance charges thus incurred.

D. Released Time

At the beginning of each school year and conditional upon being given 24 hours advance notice, the Board will allow the Association paid and released time equivalent to three (3) employee days for the purpose of transacting official Association business by its officers and/or Association-authorized members.

ARTICLE VIII: 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 an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule B.

B. Regular deduction

Pursuant to a deduction authorization, the Board shall deduct one-eighteenth (1/18) of total dues from the regular salary check of the employee each month for nine (9) months, beginning in September and ending in May of each year.

C. Duration

Such authorization shall continue upon renewal each school calendar year and may be revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. 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.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each first pay period of the month, and a listing of the employees for whom deduction was made.

F. Hold Harmless Clause

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE IX: COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement.

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement and in the form set forth in Schedule C Employee Contract. Each individual employee contract when tendered to a returning employee shall be signed by the President of the Board.

B. Separability

If any provision of this Agreement or an application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association upon mutual agreement, shall enter into immediate negotiations to replace said provisions. All other provisions or applications shall continue in full force and effect.

C. Printing Agreement

Copies of the master contract shall be submitted for printing at the expense of the Board as soon as practical after the agreement on content and format is made. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. The Association shall be provided with seven (7) additional copies. The Board shall be provided with one (1) file copy, three (3) administrators' copies, and seven (7) Board member copies.

D. Notices

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

1. If by Association to Colfax-Mingo Community School Board at 204 North League Road, Colfax, Iowa.
2. If by Board, to Colfax-Mingo Education Association at 204 North League Road, Colfax, IA 50054.

E. Duration Period


This agreement shall be effective July 1, 2017 and shall continue in effect until June 30, 2019. This agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified or substituted under the procedure set forth in Article III: Procedure for Negotiation.

F. Signature Clause

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 15th day of February, 2017.

Colfax-Mingo Education Association

By 
Laurie McGhee, CMEA President

By 
Korie Whiteman, CMEA Chief Negotiator

Colfax-Mingo Community School
Board of Education

By 
Mary Poulter, Board President

By 
Tracy Hook, Superintendent/Chief Negotiator

ARTICLE X: WAGES AND SALARIES

A. Schedule

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

B. Placement on Salary Schedule

1. Work Year -- The work year shall include 193 days of service, of which 180 days shall be Teaching Days and 1/193 of the annual salary shall be considered as pay for one day of service.
2. Adjustment to Salary Schedule -- Current Employees
Current employees shall be placed on the proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee with at least 105 days of service of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
3. Credit for Experience -- New Employees
Credit up to and including the eighth (8) step of any salary level on the employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment. Any new employee may be given credit for additional years of experience at the discretion of the Board.

C. Advancement on Salary Schedule

1. Increments
Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for the educational classification is reached.
2. Educational Lanes
An employee shall be advanced on the regular salary schedule from one educational lane to another provided the following criteria have been met:
 - (a.) Prior approval of the credit was granted by the Superintendent of schools for the Colfax-Mingo Community School District.
 - (b.) The employee files evidence with the Board Secretary showing the completion of educational credit (graduate credit or undergraduate credit) earned from an institution with the approval of the Superintendent.
 - (c.) The evidence of successful completion of the credit must be filed with the Board Secretary before the 15th of August prior to the start of the school year. The employee shall advance educational lanes indicative of the credit earned provided criteria a. through c. are met.

D. Method of Payment

1. Pay Periods
Each employee shall be extended the option of being paid in 20 or 26 equal installments.
2. Exceptions
When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
3. Final Pay
Each employee shall have the option of receiving all or any part of his earned, contracted salary on the last day of the in-school work year, provided the employee has completed all required work and such employee has notified the board secretary by May 1st.
4. Summer Checks
Summer checks, other than for summer school teachers, shall be mailed to the address within U.S.A. designated by the employee.

E. Overload Compensation

For any employee assigned more than seven (7) instructional periods per day at the high school or junior high school level, an overload condition shall exist and the employee will be compensated at one-eighth of the employee's normal contracted salary for that period of overload for as long as the overload exists. Any employee assigned with instructional duties at the high school and/or junior high school level who is assigned more than four different course preparations in an eight period day will receive overload compensation equal to \$750 per semester for each additional course preparation of a semester long or year-long course. Junior high school exploratories do not count as one of the four different course preparations, as they are less than a semester-long course, and are repeated during the course of the year.

F. In-service Compensation for Part-time Employees

Any certified staff member on a part time contract required to remain at school during in-service days beyond their normal contract hours shall receive monetary compensation on a prorated basis.

G. Extended Contract Compensation

Extended contracts will be paid on a per diem based on schedule D. Example: One week extended contract = salary on schedule D/193 X 5.

H. Concurrent Enrollment Compensation

Any teacher at the high school level who assumes the responsibility of teaching a concurrent college level course which is bound by a 28E agreement through an Iowa Department of Education approved and accredited institution shall receive a monetary compensation of \$750 for a semester long course, or \$1500 for a year-long course regardless of the number of sections taught. This does not apply to on-line originated courses.

The District agrees to budget \$5,000 in a line item to be used for concurrent enrollment classes. Spending from this account is subject to administrator approval.

I. Addition of Staff After the Start of the School Year

Following the start of the school year, if additional certified staff members are employed after salaries have been determined and payments begun, salaries will not be reduced as a result of the administrative decision to hire additional staff.

ARTICLE XI: AUTOMATIC REOPENER CLAUSE

Should money become available to the school district due to legislative action relating to per pupil cost, 50% of such money shall be added to the base of the salary schedule in increments of \$25.00 until funds are exhausted. All such transactions shall be subject to clarification at the next negotiations session(s).

ARTICLE XII: SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that all district sponsored extracurricular activities are covered by school insurance.

2. Rates of Pay

Certified employees are responsible for transportation to their "assigned building." If it is required for a certified staff member to move to a different instructional site during the school day, he/she will be paid mileage at the rate of forty (40¢) cents per mile to that assigned site, unless appropriate school transportation is provided. The "assigned building" shall be defined as the instructional site where the certified staff member teaches his/her first class.

Employees who drive their privately owned transportation must provide evidence of insurance in the amount of \$100,000/\$300,000. This provision for mileage compensation does not apply to persons employed under schedule E.

B. Expenses of Traveling Employees

Employees who may be requested by the Superintendent to use their own automobiles for business of the district shall be reimbursed for all such travel at the rate of forty (40¢) cents per mile for all driving done.

ARTICLE XIII: INSURANCE AND OTHER BENEFITS

A. Types

1. Health

The Board agrees to cover each employee with a half-time contract or better with a \$1,000 deductible PPO medical program to be funded 100% by the district. This coverage must meet the minimum specifications of the health plan in effect during the current year or as modified by agreement between the Board and the Association. Each employee will have the option to choose a \$1,000 or \$2,000 deductible policy, or a \$2,500 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), to which the Board will contribute \$100/month. The employee will make his/her choice each year during the enrollment period, and then no other change to this arrangement can be made for the remainder of that fiscal year. This to be in accordance with IRS rulings.

A conditional opt-out arrangement is available to an employee who provides proof of coverage under

another group health plan through their spouse, domestic partner, or parent.

This option is offered on a seniority basis in order for the district to maintain the minimum number required for participation in the group health program. Employees who elect this option and later seek reinstatement to the plan will be required to qualify by the insurance carrier and may not be eligible for coverage as determined by the insurance carrier.

2. School Liability

All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

3. Additional Fringe Benefits

The Colfax-Mingo District agrees to pay an amount of \$200 per month per certified employee with a half-time or better contract. The Board will provide single dental insurance for all certified employees with a half-time or better contract. The Board will provide long-term disability insurance for all certified employees covering at least 60% of the employee's salary. The Board will provide a \$50,000 face value term life policy for all certified employees with a half-time or better contract. The Board will offer a FLEX plan as an option for all certified employees with all administration fees paid by the Board.

B. Coverage

The Board provided insurance program shall be for twelve consecutive months beginning September 1 of the new contract year and ending August 31, of the succeeding calendar year. Employees new to the district shall be covered by Board-provided insurance no later than one (1) month after initial employment.

C. Descriptions

The Board shall obtain from insurance carrier and distribute to each new employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. Selection of Carriers

All insurance programs of the Colfax-Mingo Community School will be selected jointly by the Board and the Association and final approval of the carrier will be at the discretion of the School Board.

ARTICLE XIV: SICK LEAVE

A. Accumulative Benefits

All employees are granted leave of absence for illness or injury with full pay at the rate of 15 days per year. Unused sick leave shall be accumulated from year to year to a maximum of 115 days. If an employee is on an extended contract, he/she shall be entitled to two (2) additional sick leave days for each month of twenty (20) working days beyond the normal contract. The above amounts shall apply only to years of employment in the Colfax-Mingo Community School District. The School Board may require such reasonable evidence as it may desire confirming the necessity for such leave of absence. Sick leave may not be used for elective, non-essential care that may be deferred to a later date with no risk or detrimental impact to the employee.

An employee completing a minimum of twenty years of service to the Colfax-Mingo School District shall receive a bonus at the time of retirement or upon leaving the school district. The bonus will be calculated by taking \$45 multiplied by the number of accumulated sick days.

C. Extended Leave

An employee who is unable to work because of personal illness or disability; or illness, disability or death of a parent, spouse or child, 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 one year, and the leave may, upon approval of the Board, be renewed each year upon written request by the employee.

The Board agrees to continue all medical benefits, at the employee's request and expense, provided by this agreement for the duration of said leave.

D. Job Related Injury

Absence due to injury incurred in the course of the employee’s employment shall be charged against the employee’s sick leave in the following manner:

Absence of three (3) months - one half of the employee’s sick leave will remain

Absence of six (6) months - none of the employee’s accumulated sick leave will remain, provided that the

Board shall pay to such employee the difference between his/her salary and benefits received under any worker’s compensation benefits for the duration of such absence up to one year.

E. Death Benefit

The Colfax-Mingo District will pay an amount equal to \$45 per accumulated sick leave day to the estate of an employee upon death.

F. Sick Leave Bank

1. Commencing with the start of the new school year, employees will have the opportunity to donate one (1) day of their accumulated sick leave to a sick leave bank. A decision to participate in the sick leave bank must be made prior to September 15.
2. In order to be eligible to use the sick leave bank, an employee must have donated one day of sick leave in the current school year. The individual applicant must have used all available personal accumulated sick leave and accumulated personal days.
3. A district wide sick leave bank committee consisting of the CMEA President, Vice-President, three representatives of all attendance centers, and the district business manager will make all decisions regarding the utilization of sick leave bank days.
4. Unused sick leave bank days remaining at the end of the year will be lost with no days carried into the succeeding school year.

ARTICLE XV: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

1. Personal

Each employee shall be allowed three (3) days to be used for the employee’s personal business at the discretion of the employee. In the event a staff member elects to use only two (2) personal days during the contract year, one (1) day may be rolled over to the next contract year. This may continue until the employee accumulates a total of two additional days. The usage of the two additional days is at the discretion of the Superintendent. An employee planning to use a personal leave day or days shall notify his principal at least three days in advance, except in case of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and a reasonable restriction may be imposed on personal leave on such days.

2. Religious

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal. The employee must notify the principal two weeks in advance.

3. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceeding shall be provided such time, unless controversy involves Board and/or the Association. Any fees or remuneration the employee receives during such leave shall be turned over to the Colfax-Mingo Community School District. If subpoenaed in any other matter, time will be provided on an unpaid basis.

4. Professional

Each employee shall be allowed, upon request to and approval by the building principal, two (2) days to be used for the employee’s professional leave. The employee planning to use a professional leave day shall apply to his/her principal at least one week in advance of his/her absence.

5. Bereavement

Bereavement leave shall be granted in the event of the death or serious illness of an employee’s family members according to the table below:

Up to five (5) days for an employee’s: spouse, parent, child, sister, or brother.

Up to three (3) days for an employee’s: son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.

One day per school year shall be granted for the employee to attend the funeral of a close friend or relative

not listed above.

6. Other Discretionary Leave

Other discretionary leave may or may not be granted with or without pay at the discretion of the Superintendent of Schools. Such leave shall not be subject to the grievance procedure and will not be precedent setting.

ARTICLE XVI: EXTENDED LEAVES OF ABSENCE

A. Parental

All employees shall be eligible for maternity leave subject to the following conditions:

1. Notification

The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of maternity leave.

Maternity leave begins on the date of birth. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the employee's attending physician.

2. Return Rights

The employee shall return to previously assigned full-time duty at the end of, no longer than 6 weeks. If, due to extenuating circumstances, the employee requests more leave, a doctor's statement of necessity will be required. A second doctor's opinion may be required at the discretion and expense of the Board.

3. Benefits

Insurance shall be continued for a period of three (3) months beginning with the effective date of leave.

The employee shall have the opportunity to continue insurance benefits for one (1) year at the employee's own expense.

4. Pay

An employee shall be entitled to all raises and increments upon return if the employee works at least 105 days of the school year. The 105 day period need not be continuous.

5. Sick Leave Use

Sick leave may be used by an employee only in the amount of accumulated sick leave and not to extend beyond such time that the employee's physician deems the employee physically and mentally fit to return to the assigned duties of employment.

6. Extension Without Pay

Extended leave without pay and benefits for up to one (1) year shall be granted upon the request of the employee and the approval of the Board.

B. Family Illness

A leave of absence without pay and benefits for up to one (1) year shall be granted for the purpose of caring for seriously ill or injured spouse or child. Additional leave may be granted at the discretion of the Board.

C. Educational Improvement

A leave of absence without pay for two (2) years may be granted to any employee, upon application to and approval by the Board, for the purpose of engaging in study at an accredited college or university.

D. Public Office

An employee who seeks an elected public office may be granted a leave of absence without pay for the purpose of campaigning for such office. An employee elected to public office may seek, and the Board shall grant, a leave of absence without pay during the employee's term in office. After said term in office, the employee is entitled to return and will be advanced on the salary schedule one step beyond the step he/she was on when he/she left. The employee will not accumulate seniority while he/she is gone, but employee will retain the amount earned before taking the leave of absence.

E. Leaves of Absence Under the Family and Medical Leave Act

The Board agrees to provide eligible employees with 12 weeks of family and medical leave per year as required by the Family and Medical Leave Act of 1993 ("FMLA"). Family and medical leave is available for the following purposes: (1) the birth of a son or daughter, and to care for a newborn child; (2) for placement with the employee of a son or daughter for adoption or foster care; (3) to care for an employee's spouse, son, daughter, or parent with a serious health condition; and (4) because of a serious health condition that makes the employee unable to perform the functions of the employee's job. For purposes of this Article, the terms "spouse," "parent", "son or daughter and "serious health condition" shall have the same meaning as defined by the FMLA and its regulations.

Any employee requesting or receiving family and medical leave shall be required to sign and submit to the superintendent of schools, or his or her designee, a written request in a form selected by the superintendent. The employee must submit his or her request for family and medical leave within thirty days before the leave

commences if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment of a serious health condition of the employee or of a family member. When the need for family and medical leave is not foreseeable, the employee must submit his or her request as soon as practicable.

The Board reserves the right to designate any leave that is taken for one of the purposes set forth above as FMLA even if the employee requesting leave does not designate the leave as family and medical leave. Furthermore, any employee on family and medical leave is required to also use, substitute and exhaust any paid leave that is otherwise available to the employee including, but not limited to, paid sick leave as provided in Article XIV and the temporary leaves of absence as provided in Article XV. Any family and medical leave in excess of the available paid leave shall be unpaid. Employees requesting family and medical leave must provide medical certification in support of the request to the extent and in the manner required by the FMLA. The Board shall continue an employee's insurance during any period of family and medical leave to the extent and on the terms required by the FMLA. Employees who are not also on paid leave are required to remit the employee's contribution toward health insurance premiums by the date those amounts would have been deducted from the employee's paycheck if the employee was not on family and medical leave. Failure to make contributions when due may result in the employee losing coverage during the period of family and medical leave. The employee covered by this agreement hereby authorizes the Board to deduct from the employee's paycheck upon return to work any amounts not contributed or otherwise due because the district continued the employee's coverage during the entire family and medical leave period to ensure restoration as required by the FMLA. If the employee does not return to work at the end of the leave (except for the reasons specified in the FMLA), the employee shall be required to reimburse the district for any contributions made by the Board while the employee was on unpaid family and medical leave and hereby authorizes the Board to deduct any amount that is due and owing from the employee's final paycheck or any other amounts due the employee.

Employees may request family and medical leave for up to 12 weeks per year. For purposes of this Article, "year" shall be defined as July 1 through June 30 of each year. Family and medical leave to care for a newborn, adopted or foster child must conclude within 12 months of the birth or placement of the child and cannot be taken on an intermittent or reduced schedule basis.

ARTICLE XVII: EMPLOYEE WORK YEAR

A. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

B. Holidays

The regular and extended contract of employees shall include seven (7) paid holidays. Such holidays shall include Labor Day, Monday after Easter, Thanksgiving, Christmas, New Years, Presidents' Day and Memorial Day. No employee may be required to perform duties on any of the above holidays.

ARTICLE XVIII: EMPLOYEE HOURS AND LOAD

A. In-School Workday Hours

The total in-school workday shall consist of not more than eight (8) hours which shall include at least a thirty (30) minute duty free lunch period. These hours are generally accepted to be from 8:00 am to 4:00 pm. The hours shall be determined by the administration to meet the needs of the district, with assignable hours to be no earlier than 7:45 a.m. and no later than 4:15 p.m. Certified employees may leave at the end of the student day on Friday and before holidays/vacations.

B. Leaving the Building

Employees may leave the building upon notifying their principal during their scheduled duty-free lunch periods, and with permission during their preparation time.

C. Notice and Agenda of Meetings

The notice of an agenda for any meeting shall be given to the employees involved at least two (2) days prior to meetings, except in an emergency. Employees may have the opportunity to suggest items for the agenda.

D. Preparation Time

Classroom employees shall, in addition to their lunch period, have a daily preparation time during which they shall not be assigned to any other duties as follow. Employees at the High School and Middle School shall have a preparation period equal in length to a normal class period. Employees in the Elementary School shall have a minimum preparation time equal in length to one normal period at the High School that may be split into two separate times of the day. In the event that a staff member is required by the administration to supervise another teacher's class during the staff member's preparation period due to a shortage of substitute teachers, the staff member shall be compensated at a rate of \$15.00.

E. Field Trips

Field trips shall be scheduled and implemented as approved by administration in a manner which shall be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the supervising Principal to guarantee insurance coverage as a school-sponsored activity.

F. Athletic Director

A certified staff member contracted as the Athletic Director shall be granted not less than two (2) additional periods equal in length to a normal High School period in addition to the preparation period.

ARTICLE XIX: EMPLOYMENT AND ASSIGNMENTS

A. Certification of Employees

The Board agrees to hire fully certified personnel holding certificates issued by the Iowa Department of Education for all teaching assignments, except in cases of emergency.

B. Minimum Requirements

Beginning with the effective date of this agreement, the Board agrees to employ certificated personnel holding a bachelor's degree or higher for teaching assignments, except in cases of emergency. This requirement shall not apply to the use of substitutes for teaching assignments or to extra duties under Schedule E.

C. Assignment Criteria

In order to assure that employees are working within their areas of competence, employees shall be assigned to teach in areas for which they hold endorsements issued by the Iowa Department of Education.

ARTICLE XX: REDUCTION OR REALIGNMENT OF STAFF

A. Coverage

All employees under this agreement.

B. Layoffs

When declining enrollment, reduction or realignment of program requires reduction of staff among teachers, the Administration shall attempt to accomplish same by attrition.

In the event necessary reduction in staff cannot be adequately accomplished by attrition, those employees with emergency or temporary certification in the subject area affected shall be laid off first. Next the fully certified employee properly endorsed by the State of Iowa in the curricular area affected and with least length of service in the school district shall be laid off first, provided the employees affected are relatively equal in competency.

Laid off employees shall be reinstated in inverse order of their being laid off if qualified in accordance with Article XIX (C) to fill the vacancies. No new appointments may be made while there are laid-off teachers available who are qualified to fill the vacancies. Transfer of staff may be used to prevent a layoff but not solely to prevent reinstatement of laid-off teachers.

No teacher may be prevented from securing other employment during the period he/she is laid off under this subsection.

C. Recall Rights

Any employee laid off pursuant to section B or any employee who volunteers to take the place of the person to be laid off shall have recall rights to any position which he or she is certified at the date of layoff for two years from the effective date of his/her layoff and shall be recalled to available positions in such professional categories in inverse order of the layoff. Any employee laid off under the above conditions of this article will be given a statement from the Superintendent of Colfax-Mingo stating why this teacher was laid off to allow

this employee to apply at other school districts.

D. Employee Responsibility

It shall be the responsibility of the employee to provide written notice to the Board of the employee's intent to return to the district. It is further the employee's responsibility to notify the Board of any changes of address.

E. Notification

The Administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 proceeding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

ARTICLE XXI: HEALTH PROVISIONS

Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician within thirty (30) days of initial employment attesting to the employee's physical fitness. The cost up to \$40.00 shall rest with the employer upon receipt of the statement and a copy of the physician's bill.

ARTICLE XXII: SAFETY PROVISIONS

Protection of Employees

1. Unsafe and hazardous conditions

Employees may not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

2. Reporting Assaults

(a.) Principal- Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal who will report it to the police.

(b.) Superintendent- Such notification shall be immediately forwarded to the Association and 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.

3. Bomb Threats

In all cases, where a school official is notified of a bomb threat, the affected building or buildings shall be closed by the Superintendent, Principal or individual designated in the District Disaster Plan, and all students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be required to search for a bomb.

ARTICLE XXIII: OTHER FACILITIES AND EQUIPMENT

A. Listing of Facilities

Each school shall provide in so far as possible the following facilities:

1. Storage Space

Space for each employee within each instructional area in which to store his/her instructional materials and supplies including a lockable storage area.

2. Lounges

An appropriately furnished room which shall be reserved for the use of the employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

3. Textbooks

Copies, exclusively for each employee's use, of all texts used in each of the courses he/she is to teach.

4. Chalkboards and/or Dry Marker Boards

Adequate chalkboard/dry marker board space in every classroom.

5. Books and expendable supplies

Adequate books, paper, pencils, pens, chalk and erasers.

6. Uniforms

Smocks for art and home economics employees, laboratory coats for science employees, shop coats for vocational and industrial education employees.

7. Adequate copying machines.

B. Keys

A student or private adult individual may only have possession of school keys in as far as is necessary for the student or adult community member to aid the staff member to perform their duties to the school district. No student or adult community member (other than employees of the school district) shall maintain overnight possession of any school key for personal or private use without prior written notification of the supervising principal. If an on-going problem of building security exists, keys to outside doors may be recalled from any or all employees. Access to a building may need to be restricted to established hours when one responsible person will secure the building.

ARTICLE XXIV: TRANSFERS

A. Definition

The movement of an employee to a different grade level or subject area shall be considered a transfer.

B. Filing a Request to Fill a Vacancy

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the second (2) semester.

C. Notice

1. Notification of a vacancy shall be sent to the President of the Association and posted on the teacher's lounge bulletin board in each building by the Superintendent before advertising the vacancy if it occurs during the school year.
2. Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.

D. Criteria

An involuntary transfer or reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program.

E. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, and the Superintendent, at which time the employee shall be given written reasons therefore.

ARTICLE XXV: EDUCATIONAL ASSOCIATES

Definition

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

ARTICLE XXVI: DISCIPLINE PROCEDURES

A subcommittee consisting of Association members, Administration, and Board members shall be responsible for the development of guidelines for all employees of Colfax-Mingo Community School to assure uniformity in discipline procedures.

ARTICLE XXVII: EMPLOYEE EVALUATION

Definitions

1. ***Comprehensive Evaluation*** shall mean a summative evaluation of a Beginning teacher and a Probationary Career teacher conducted by an evaluator for the purposes of determining a teacher's competency relative to the Iowa Teaching Standards for Beginning teachers, the Comprehensive Evaluation will also be used for recommendations for licensure.
2. ***Performance Review*** shall mean a summative evaluation of a teacher other than a Beginning teacher or Probationary Career teacher used to determine the teacher's performance meets school district expectations/Iowa Teaching Standards.

3. **Beginning Teacher** shall mean an individual serving under an initial provisional license, issued by the Board of Education Examiner under Chapter 272 who is assuming a position as a classroom teacher.
4. **Probationary Career Teacher** shall mean an individual who holds a valid practitioner's license but has served fewer than two years in the district.
5. **Career Teacher** means an individual who holds a valid practitioner's license and who has been employed in the district more than two years.
6. **Formal Observation** means the observation of a teacher's performance, which is used for the development of the Summative Evaluation.
7. **Informal Observation** means the unannounced observation of a teacher's performance that result in a written informal report.
8. **Teacher** means an individual who holds a practitioner's license issued under Chapter 272 who is employed in a non-administrative position as a classroom instructor, librarian, or counselor.

A. Evaluation Professional Development

1. By September 15, all Career Teachers on performance review will receive training/review regarding the Iowa Teaching Standards, criterion, and any district-adopted descriptors prior to the district's implementation of the Performance Reviews. The length of the training session will be adequate to fulfill the needs of the evaluator and the teacher under review. If the teacher believes additional time is needed, the district will provide additional training upon request.
2. The assigned evaluator will meet with all newly hired staff at the beginning of each school year to review expectations and evaluation timelines. The procedures will follow the guidelines established below in the Performance Review section, with the following exception: Beginning teachers will be formally observed at least 3 times each of the first two years.
3. For all career teachers developing/revising Individual Career Development Plans, orientation to the procedures and expectations will be conducted on or before September 15, by the superintendent/designee.

B. Individual Career Development Plans

1. Each career teacher shall draft an individual or group career development plan by October 1 of the school year following the conclusion of his/her previous plan.
2. The assigned evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and the assigned evaluator will retain a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement. The teacher and the assigned evaluator shall sign and date the modification.
4. The assigned evaluator and the teacher shall establish a mutually agreed upon time, on or before May 1, for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting, a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

C. Performance Review

Performance reviews shall accurately reflect the performance of the teacher and are for the purpose of improving instruction in the classroom.

1. Each career teacher shall have a performance review once every three years. When a teacher is assigned to more than one building, they shall be assigned one evaluator and the evaluator will be identified to the teacher by September 15.
2. Classroom Observations
 - (a.) During the school year of the teacher's performance review, the teacher shall be formally observed a minimum of two times prior to March 1. All observations shall be conducted between October 1 and March 31. No observation shall be conducted the day before or after a day of vacation. Observations shall be for a continuous length of time no shorter than 30 minutes and no longer than 90 minutes.

- (b.) During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The pre-conference must be at least two days prior to the observation. The post-conference must be no later than 5 days following the observation.
- (c.) The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. Upon request, the teacher shall be provided a copy of the observation comments.
- (d.) As part of the post-conference after the first observation, the evaluator shall provide written documentation of the teaching standards that have been observed (1) during the observation, (2) in written materials developed by the teacher, and (3) in the pre- and post-conferences. The evaluator and teacher shall initial and date this document. A copy of the document shall be retained by both the evaluator and the teacher.
- (e.) By the end of November, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss the artifacts and information that could be used in future meetings regarding the Iowa Teaching Standards not yet addressed. The teacher and evaluator shall each retain copies of suggestions that may arise from the meeting.
- (f.) The teacher and evaluator shall continue to meet as needed, with a maximum of 5 meetings before March 1, to review any additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.
- (g.) By March 15, if the evaluator determines that the teacher has not met all eight standards, the evaluator shall inform the teacher which standard(s) have not been met and inform the teacher what information is needed in order to indicate that the teacher meets all eight standards. If another observation is needed, it shall be held by the end of March. If only a conference is needed, then it shall also be held by the end of March. If, by the end of March, the teacher has not met all eight Iowa Teaching Standards, a meeting will take place to determine if placement on Awareness Phase is needed.

3. Summative Performance Review

By April 15, the evaluator shall complete the summative performance review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Comprehensive Evaluation at least one day prior to the meeting. Each standard will be rated as "meets standard" or "does not meet standard." Each standard's criteria will not be rated, but will be used as a reference point for overall performance on each standard. Both the teacher and evaluator shall sign and date the review. The teacher's signature simply acknowledges receipt of the written review. The teacher shall have the right to attach a written response to this review.

- a) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next individual career development plan. This conference can be included in the summative review conference in those situations when the evaluator has no major concerns regarding the teacher's performance. If an evaluator indicates the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher.
 - A new career development plan shall be created that focuses only on the Iowa Teaching Standards not met.
 - A performance review shall be held at a mutually agreed upon time within the next twelve months.
 - Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

D. Career Teacher Support Procedures

The purpose of the Intensive Assistance Plan is to provide a structured process for a career teacher and/or probationary teacher who needs additional help and support to maintain an acceptable level of performance, as identified in the Iowa Teaching Standards and Criteria. It will be implemented when a teacher's future employment with the Colfax-Mingo Community School District is being reviewed and a

potential termination of contract could result. The plan is initiated in writing with all due process requirements observed. The plan consists of two levels: Awareness Phase and Assistance Phase.

E. Support Procedures

The teacher may have a representative at all meetings with the evaluator or administrator during the Awareness Phase and/or Assistance Phase of the Support Procedures.

1. Awareness Phase Definition

This procedure is utilized prior to Career Teacher Assistance. Throughout a teacher's employment with the district, evaluators will monitor the performance of all teachers and will address concerns with teachers as they arise. It is expected that most performance concerns will be resolved in a professional, collaborative manner at this phase. The following procedure shall apply in those circumstances when an evaluator has a concern that a career teacher may not meet the Iowa Teaching Standards.

Awareness Phase Procedures:

- a. The evaluator identifies a problem(s) relating to the Teaching Standards and Criteria that is characteristic of the teacher's performance.
- b. The evaluator shall contact the teacher in writing to clarify the specific problem. The teacher and evaluator shall schedule a formal meeting within ten (10) school days of the written notification to collaboratively develop a plan, which the teacher shall implement to resolve the problem. During the meeting the evaluator shall identify in writing all of the alleged deficiencies of the teacher pertaining to Iowa Teaching Standards. The evaluator shall include information, data or evidence used in making this judgment. The teacher and evaluator will develop a written plan of remediation which, if followed would eliminate the alleged deficiencies. The plan will include a timeline for classroom observations and a proposed date for a performance review. The plan shall be a minimum of 3 months and not to exceed 6 months. At the conclusion of the agreed upon timeframe, the principal will review the progress and make one of the following recommendations:
 - (1.) The problem is resolved and the teacher is removed from the awareness phase.
 - (2.) In the event the problem is not resolved, the teacher is notified in writing and placed into the assistance phase. Placement in the assistance phase would suspend the Individual Career Development Plan.
- c. During any stage of the Awareness phase, the teacher may request a mentor. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s). The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. The mentor(s) will maintain strict confidentiality. Observations and comments made by the mentor(s) are not to be reported to the evaluator, and do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
- d. Classroom observations shall follow the guidelines as set forth in article XXVII, section C.

2. Assistance Phase Definition

Career teacher assistance is designed to provide clear intervention and remediation for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards following the Awareness Procedure. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing additional assistance and support in order to maintain an acceptable level of performance.

Assistance Phase Procedures:

- a) After the final meeting of the Awareness Phase, if the problem is not resolved a letter will be sent to the teacher notifying that person of placement in the Assistance Phase. A copy of that notification will be placed in the personnel file.
- b) The teacher shall be notified of the right to request assistance from the CMEA. With the agreement of the teacher or at the request of the teacher an Assistance Team consisting of persons who have experience or expertise in the performance area(s) in which the teacher is in need of improvement shall be created. The superintendent, evaluator or designee will organize an Assistance Team to observe and work with the teacher. At least one of the team members must have successfully completed the state-mandated requirements for evaluator approval.
- c) The evaluator shall convene the Assistance Team for the initial meeting with the teacher to develop an

Assistance Plan. The plan will include the data provided by the evaluator in determining the areas of deficiency as related to the Iowa Teaching Standards, the plan will include goals and a timeline designed to help the teacher meet the Iowa Teaching Standard(s) identified as deficient. The role of the Assistance Team is to use data and information provided by the evaluator and teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by members of the Assistance Team during all meetings. Observations and comments made by team members to assist the teacher are not presented in writing to the evaluator and do not become part of the teacher's evaluation. The assistance provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards. The timeline for the Assistance Plan will be between 6 and 9 school months and will be shortened only if the evaluator has determined the teacher to no longer be deficient in the identified Iowa Teaching Standard(s).

- d) At the conclusion of the agreed upon timeframe, the evaluator will review the progress and make one of the following recommendations:
 - (1.) The problem is resolved and the teacher is removed from the Intensive Assistance Plan and returned to the individual career development plan.
 - (2.) Progress is noted, the timeline is extended and work continues in the assistance phase.
 - (3.) The problem is not resolved, progress is not noted. Action shall be taken by the district to move towards a recommendation for non-renewal of contract.
- e) The evaluator shall share with the teacher the completed Support Plan Summary including the information and evidence used to make this recommendation. The teacher has the right to respond to the recommendations in writing.

F. Just Cause

The District may initiate termination procedures at any time under Chapter 279 of Iowa Code for just cause.

G. Representation

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

H. Right to Grieve:

All employee evaluations are to be fair and accurate. An employee or the Association as the employee's representative has the right to utilize the contract's grievance procedure to challenge an evaluation as unfair, unjust or inaccurate.

ARTICLE XXVIII: CONTRACT COMMITMENT

A. Release

Teachers may be released from their contracts prior to July 15, providing a suitable replacement has been found to fill their position. If notice of resignation is not given by July 1st, the employee shall pay the cost of advertising to fill the position, not to exceed \$500.00. The district shall determine the qualifications of applicants for the position.

B. Holding on Step

An employee must return a signed individual contract within 28 days after it has been offered or be held on step and lane the new fiscal year.

ARTICLE XIX: MEMORANDUM OF UNDERSTANDING

Colfax-Mingo CSD
Teacher Leadership Compensation Grant
2016-2017

The Colfax-Mingo Community School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership Compensation Grant. The Colfax-Mingo Community School District and the Colfax-Mingo Education Association have reached the following agreement in regard to Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership Compensation Grant (TLC). This Memorandum of Understanding (MOU) shall be in effect for the 2016-2017 school year and shall be reviewed and/or amended on an annual basis thereafter.

1. Selection Committee.

- A. Each building site will appoint a selection committee for the TLC. The committee shall be comprised of two teachers appointed by the Association and two administrators appointed by the Superintendent.
- B. The committee will accept and review applications for a TLC position and will make recommendations to the Board for appointment. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional growth, consider the needs of the school district, and review the performance and professional development of the applicants. Teachers who are selected must meet all of the qualifications contained in the TLC grant and contained in the law.

2. Selection of Teacher Leaders.

The Board will review the committee's recommendations and shall appoint teachers to serve in TLC positions. In making appointments, the Board will consider the needs of the school district and the performance and professional development of the applicants.

3. Assignment of Teacher Leaders.

- A. Teachers assigned to TLC positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.
- B. The assignment of teachers to TLC positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to a TLC position.
- C. Prior to the termination of a TLC position by a teacher and not later than February 2, the teacher will give notice to the School District and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher in a TLC position will be so notified within five (5) calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLC position must withdraw his/her notice of termination not later than March 2.

If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLC position will be given an opportunity to apply for a voluntary transfer as provided by Article 21 for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a

vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLC position will be subject to layoff and the teacher in the TLC position will be assigned to that teacher's position.

- D. Prior to the termination of a TLC position by the School District and not later than March 2, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary certification and endorsements, then the teacher will be awarded the position.

If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLC position will be given an opportunity to apply for a voluntary transfer as provided by Article 21 for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLC position will be subject to layoff and the teacher in the TLC position will be assigned to that teacher's position.

4. Teacher Leadership Compensation.

The salary supplements received by teachers assigned to TLC positions will be as specified in the District's approved Teacher Leadership Grant application. The salary supplement is compensation to the teacher in the TLC position for the additional contract days and hours of work required of the teacher.

5. Hours of Work.

Teachers in TLC positions will work the number of hours specified in the Teacher Leader and Compensation Grant and as necessary to perform the duties of their teaching and TLC position. The expectations of the District with regard to hours of work of teachers in TLC positions will be contained in the job description for each TLC position.

6. Work Year.

Teachers in TLC positions will work the number of days specified in the District's approved Teacher Leadership Grant application and as provided by law.

7. Seniority.

Teachers in TLC positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at the time of their selection for a TLC position.

8. Procedures for Staff Reduction.

For purposes of staff reduction, teachers in TLC positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for a TLC position.

9. Assessment of Performance.

The assignment of a teacher to a TLC position will be subject to review by the school district's administration at least annually. The review shall include peer feedback on the effectiveness of the teacher's performance of duty specific to the teacher's TLC position. A teacher who completes an assignment in a TLC position may apply for assignment to a new TLC position.

10. Funding for Program.

Teacher leadership supplement foundation aid from the state shall be required to sustain the TLC program. The TLC salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.

11. Separation from Teacher Evaluation.

This memorandum of understanding will establish an understanding between the TLC system and the evaluation process for the performance of teaching duties. Teachers in TLC positions will not evaluate other teachers.

12. TSS and TLC

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

SCHEDULE A
GRIEVANCE REPORT

AREA VI
Schedules

Date Filed

Colfax-Mingo Community School District

Distribution Form

_____ (Building)

- 1. Association
- 2. Employee

3. Appropriate Supervisor

4. Superintendent

Name of Aggrieved Person

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature of Aggrieved Person

Date

E. Disposition by Principal or Immediate Supervisor:

Signature Association President

Signature of Principal or Immediate Supervisor

Signature Chief Negotiator

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date

B. Disposition by Principal or Immediate Supervisor:

Signature Association President Signature of Principal or Immediate Supervisor

Signature Chief Negotiator Date

LEVEL IV

A. _____
Signature of Aggrieved Person Date Rec'd by Board

B. _____
Signature of Association President

B. Disposition by Principal or Immediate Supervisor:

Signature Association President Signature of Board President

Signature Chief Negotiator Date

LEVEL V

Signature of Aggrieved Person Signature of Association President

Date Submitted to Arbitration Date Rec'd by Arbitrator

E. Disposition and Award by Arbitrator*:

Signature Association President Signature of Arbitrator

Signature Chief Negotiator Date

SCHEDULE B
Dues Deduction Authorization Form

For Employer use only.
 Do not fill out.

Authorization for Payroll Deduction
 for Education Association Dues

 Employee No. _____ First Name Initial Last Name

I hereby request and authorize the Board Education of the Colfax-Mingo Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:

Colfax-Mingo Education Association (Affiliate of the UniServ Unit, ISEA, NEA)

_____ \$ _____
Date Started Amount

Changes

_____ \$ _____
Date Amount

_____ \$ _____
Date Amount

_____ \$ _____
Date Amount

_____ \$ _____
Date Amount

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date _____

Signature _____

Social Security No. _____

**COLFAX-MINGO COMMUNITY SCHOOL DISTRICT
2017-2018 SCHEDULE D - COMBINED SALARY SCHEDULE (Regular Salary Schedule+ TSS)**

Base Salary = \$30,300

	I	II	III	IV	V	VI	
STEP	BA	BA+12	BA+24	BA+36	MA	MA+12	
1	\$ 34,748	\$ 35,791	\$ 36,864	\$ 37,971	\$ 39,110	\$ 40,284	
2	\$ 35,791	\$ 36,864	\$ 37,971	\$ 39,110	\$ 40,284	\$ 41,493	
3	\$ 36,864	\$ 37,971	\$ 39,110	\$ 40,284	\$ 41,493	\$ 42,737	
4	\$ 37,971	\$ 39,110	\$ 40,284	\$ 41,493	\$ 42,737	\$ 44,019	
5	\$ 39,110	\$ 40,284	\$ 41,493	\$ 42,737	\$ 44,019	\$ 45,341	
6	\$ 40,284	\$ 41,493	\$ 42,737	\$ 44,019	\$ 45,341	\$ 46,700	
7	\$ 41,493	\$ 42,737	\$ 44,019	\$ 45,341	\$ 46,700	\$ 48,102	
8	\$ 42,737	\$ 44,019	\$ 45,341	\$ 46,700	\$ 48,102	\$ 49,544	
9	\$ 44,019	\$ 45,341	\$ 46,700	\$ 48,102	\$ 49,544	\$ 51,030	
10	\$ 45,341	\$ 46,700	\$ 48,102	\$ 49,544	\$ 51,030	\$ 52,561	
11	\$ 46,700	\$ 48,102	\$ 49,544	\$ 51,030	\$ 52,561	\$ 54,138	
12	\$ 48,102	\$ 49,544	\$ 51,030	\$ 52,561	\$ 54,138	\$ 55,762	
13	\$ 49,544	\$ 51,030	\$ 52,561	\$ 54,138	\$ 55,762	\$ 57,435	
14		\$ 52,561	\$ 54,138	\$ 55,762	\$ 57,435	\$ 59,159	
15			\$ 55,762	\$ 57,435	\$ 59,159	\$ 60,933	
16				\$ 59,159	\$ 60,933	\$ 62,761	
17				\$ 59,259	Yr 1 \$ 62,761	\$ 64,644	
				\$ 59,359	Yr 2 \$ 62,861	Yr 1 \$ 66,584	
				\$ 59,459	Yr 3 \$ 62,961	Yr 2 \$ 66,684	Yr 1
				\$ 59,559	Yr 4 \$ 63,061	Yr 3 \$ 66,784	Yr 2
				\$ 59,659	Yr 5 \$ 63,161	Yr 4 \$ 66,884	Yr 3
				\$ 59,759	Yr 6 \$ 63,261	Yr 5 \$ 66,984	Yr 4
				\$ 59,859	Yr 7 \$ 63,361	Yr 6 \$ 67,084	Yr 5
				\$ 59,959	Yr 8 \$ 63,461	Yr 7 \$ 67,184	Yr 6
					\$ 63,561	Yr 8 \$ 67,284	Yr 7
						\$ 67,384	Yr 8

Longevity by Years

Longevity pay shall be added to an employee's salary if the employee is frozen on the BA+36, MA, and MA+12 salary columns. The longevity pay shall be applied in increments of \$100 per year for each year that the employee is frozen on step to a maximum of eight years. Example: An employee frozen on step for 3 years would receive \$300 and an employee frozen for the maximum of 8 years would receive \$800 in additional salary.

SCHEDULE E
GENERATOR BASE \$- \$30,300

Extra Teacher Duties: Will be reimbursed by applying the following percentage factors to the salary schedule base of No. 1 figure.

1. Athletic Director	20%
2. Football	
Head Varsity	16%
Ass't. Varsity/Head JV	11%
Ass't. Varsity Only	9%
Head Junior High	8%
Ass't. Junior High	5%
3. Basketball	
Head Varsity	16%
Ass't. Varsity/Head JV	13%
Ass't. Varsity Only	9%
Head Junior High	8%
Ass't. Junior High	5%
4. Wrestling	
Head Varsity	16%
Ass't. Varsity/Head JV	13%
Ass't. Varsity Only	9%
Head Junior High	8%
Ass't. Junior High	5%
5. Track	
Head Boys or Girls	10%
Ass't. Track/H.S	8%
Jr High Boys or Girls	5%
Ass't. Track/Jr High	3%
6. H.S. Cross Country	10%
Ass't. Cross Country	3%
Junior High School	5%
7. Softball	
Summer/H.S. Girls	12%
Ass't. H.S. Girls	8%
Summer/ Jr High	8%
8. Baseball	
Summer/H.S. Boys	12%
Ass't. Boys Baseball	8%
Jr High Boys Baseball	8%
9. Golf	
Girls and Boys	10%
Ass't. Girls and Boys	8%

10. Volleyball	
H.S. Girls	13%
Ass't. Volleyball	8%
Junior High Volleyball	6%
Junior High Ass't.	5%
11. Other Duties	
Art Club	2%
H.S. Wrestling Cheer Sponsor	3%
H.S. Football Cheer Sponsor	3%
H.S. Basketball Cheer Sponsor	3%
Jr High Cheer Sponsor	3%
Computer Club JH	1%
H.S. Drama	2%
Jr High Drama	2%
Varsity Dance Team	7%
Instrumental Music H.S.	14%
Instrumental Music Jr High.	7%
Prom Coordinator	3%
JH Magazine Sales Sponsor	2%
H.S. Nat'l Honor Society	4%
Science Club/ISEC	2%
Science Fair Jr High	2%
Sound Club	5%
Spanish Club	5%
Speech	6%
Ass't. Speech	3%
Student Council H.S.	5%
Student Council Jr High	1.5%
Student Council Elem.	1%
Vocal Music HS	5%
Vocal Music Jr High	2%
Yearbook	10%

12. Chaperone \$12.50

13. Ticket-taking (per event) \$30.00

Selling/Varsity (eff FY16)

14. Scouting (per event) \$12.50

(scouting mileage paid from school and back)

Teachers performing extra duty assignments pursuant to Schedule E shall also receive credit for years of experience beginning with the 1994-95 school year. Credit for experience will be earned at a rate of .3% each year for a maximum of eight (8) years. For example, Head Boys or Girls Track receives 10%

at year one, 10.3% at year two, 10.6% at year three...up to 12.1% at year eight. All District teachers shall be considered to have zero years of experience at the conclusion of the 1993-94 school year. Experience shall be earned within each classification only and cannot be transferred from one classification to another. Colfax-Mingo Community School Colfax, Iowa 50054 May 30, 1994

Schedule F

Colfax-Mingo School District Evidence of College Credit Salary Advancement

Certified Employee Name (Print Clearly): _____

Date: _____

Educational Institution: _____

Course Name and Number: _____

Instructor Name (Print Clearly): _____

This form when completed and signed by the instructor shall serve as suitable evidence for advancement on the Colfax-Mingo Salary Schedule D of the master contract until such time that official documentation from the educational institution is filed with the Colfax-Mingo School District Board Secretary.

This form, a letter from the instructor on official school stationery or official documentation issued by the institution's registrar's office must be filed with the Board Secretary by August 15 of the new contract year for the employee to advance to the appropriate educational salary lane.

Signature of employee: _____

Signature of Instructor: _____

Date Signed by Instructor: _____

Signature of Board Secretary: _____

Date Received by Board Secretary: _____

ARTICLE X: WAGES AND SALARIES

A. Schedule

The salary of each nurse covered by the regular salary schedule is set forth in the "NURSE SALARY SCHEDULE, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Work Year -- The work year shall include 193 days of service, of which 180 days shall be class-in-session days and 1/193 of the annual salary shall be considered as pay for one day of service.

ARTICLE XIII: INSURANCE AND OTHER BENEFITS

3. Additional Fringe Benefits

Nurses are not entitled to an employer-paid tax-sheltered annuity (TSA) benefit as is the certified teaching staff.

All other components of this 2017-2018 Master Contract pertain to and are applicable to the nursing staff

<u>Nurse</u>	<u>LPN (85%)</u>	<u>RN (90%)</u>	<u>BSN (100%)</u>
1	\$ 29,536	\$ 31,273	\$ 34,748
2	\$ 30,422	\$ 32,212	\$ 35,791
3	\$ 31,334	\$ 33,178	\$ 36,864
4	\$ 32,275	\$ 34,174	\$ 37,971
5	\$ 33,244	\$ 35,199	\$ 39,110
6	\$ 34,241	\$ 36,256	\$ 40,284
7	\$ 35,269	\$ 37,344	\$ 41,493
8	\$ 36,326	\$ 38,463	\$ 42,737
9	\$ 37,416	\$ 39,617	\$ 44,019
10	\$ 38,540	\$ 40,807	\$ 45,341
11	\$ 39,695	\$ 42,030	\$ 46,700
12	\$ 40,887	\$ 43,292	\$ 48,102
13	\$ 42,112	\$ 44,590	\$ 49,544