

Master Contract
between
INDIANOLA EDUCATION ASSOCIATION
and the
INDIANOLA COMMUNITY SCHOOL DISTRICT
for school years

2019-2020

2020-2021

2021-2022

2022-2023



Indianola, Iowa

Table of Contents

Section A	District/Association Relations (All)	
Preamble.....		1
Article I	Recognition.....	1
Article II	Employee Rights.....	1
Article III	Association Rights.....	2
Article IV	Procedure for Negotiations.....	3
Article V	Grievance Procedure.....	3
Article VI	Payroll Deductions.....	5
Section B	Leaves of Absence	
Article VII	Leaves of Absence.....	6
Article VIII	Safety.....	9
Article IX	Professional Development and Educational Improvement.....	10
Article X	Supervision of Student Teachers.....	10
Section C	Associates	
Article XI	Introductory Period.....	10
Article XII	Job Classification - Associates.....	11
Article XIII	Leaves of Absence.....	11
Article XIV	Safety.....	14
Section D	Wages (All)	
Article XV	Wages & Salaries/Method of Payment.....	15
Article XVI	Activities Pay.....	17
Article XVII	Health Provisions.....	18
Section E	Compliance and Duration	
Article XVIII	Compliance and Duration.....	18
	Appendixes	
Form 1-A	Grievance Report.....	20
Form 1-B	Grievance Report, Level III.....	21
Form 1-C	Grievance Report, Level IV.....	22
	Schedules	
Schedule A	Teachers' Salary Schedule A (Combined).....	23
Schedule B	Associates Salary Schedule B.....	24
Schedule C	Nurses' Salary Schedule C.....	24
Schedule D	Combined Activities Salary Schedule.....	25
Schedule E	Summer School/ Curriculum Development Salary Schedule.....	28
Schedule F	Covering Classes for Another Teacher.....	28
	Letters of Agreement	
	Volunteers.....	29
	Elementary Teacher Supervision During Guidance Time.....	29
	Collaboration Time.....	29

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 (BU- 0316) issued by the PERB on the 10th day of October, 2018, 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.

E. Review their official personnel file

1. The official personnel file is maintained at district 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 be 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 employee'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
 - d. End of Season Athletic Coaches Evaluations
6. If any information contained in the employee's official personnel file is transferred, the employee will be notified.

F. Recall at Previous Status

Any employee who is laid-off pursuant to a reduction in force and subsequently recalled or re-employed shall be given salary, related benefits and experience commensurate with the employee's status at the time of reduction.

G. Thirty Minute Duty Free Lunch

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.

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 and district email to provide its members a reasonable volume of appropriate announcements regarding Association business.***
- 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.***
 1. 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 Procedures 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 Procedures

A. Definitions

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.

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 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
 - *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).*
- Any other school district approved deductions not listed

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.

<h2 style="margin: 0;">Section B Licensed Employees</h2>

Article VII 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. Sick leave may be used to attend routine medical appointments.
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.
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.

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 for one day will be 1/190th 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.
2. 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.
3. 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.
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. 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.

E. Family Medical Leave

1. Up to ten (10) days of leave with pay per year will be granted to an employee to care for an ill or injured spouse, child, parent, parent-in-law, grandchild, and/or brother or sister. These days will be deducted from the employee's sick leave.
2. The birth of a grandchild is **not** considered an illness or injury.
3. The employee will notify the principal in advance except in cases of emergency.
4. Minimum use of family medical leave shall be a half day.

F. 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.

G. 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.

H. 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.

I. Professional Leave

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

J. 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.

K. 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 personal leave with pay per year. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, or personal leave without pay. Such requests must be submitted in writing seven

L. 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.

M. 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.

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. 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.
4. 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.
5. 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.
6. An employee on extended leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.
7. 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 VIII 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 teacher or other employee will be required to participate in a search against his or her will.

Article IX Professional Development & 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 X Supervision of Student Teachers

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 XI 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 XII Job Classification - Associates

A. Definitions

"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 XIII 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. Sick leave may be used to attend routine medical appointments.
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. Up to ten (10) days of leave with pay per year will be granted to an employee to care for an ill or injured spouse, child, parent, parent-in-law, grandchild, and/or brother or sister. These days will be deducted from the employee's sick leave.
2. The birth of a grandchild is not considered an illness or injury.

3. The employee will notify the principal in advance except in cases of emergency.
4. Minimum use of family medical leave shall be a half day.
5. The birth of a grandchild is **not** considered an illness or injury.
6. The employee will notify the principal in advance except in cases of emergency.

F. 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.

G. 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.

H. 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.

I. Professional Leave

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

J. 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.

K. 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 personal leave with pay per year. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, or personal leave without pay. Such

requests must be submitted in writing seven (7) days before requested leave.

L. 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.

M. 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 XIV 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

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.

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.

Section D Wages (All)

Article XV Wages & 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. Teachers 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. Ninety-five percent (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.
3. The remaining 5% of 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.

Schedule A will be increased 2.1% for contract years 2020-21 and 2021-22. Schedule A will be increased 2.2% for the 2022-23 school year.

In the event that state supplemental aid (SSA) falls below 1% or rises above 3% for the 2021-22 or 2022-23 school year, both parties agree to reopen the contract for salary negotiations.

Article XVI Activities 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:

Combined Activities Salary Schedule	Schedule D
Summer School	Schedule E
Curriculum Development	Schedule E
Covering Classes for Another Teacher.....	Schedule F

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. In-District Travel

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 (or combined activities schedule contract), the cost of the substitute hired will be deducted from the wages of the absent employee.

Article XVII Health Provisions

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 Compliance & Duration

Article XVIII Compliance & 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 1301 East Second Avenue, Indianola, Iowa 50125
2. To the Association at 1301 East Second Avenue, Indianola, Iowa 50125

C. Duration Period

Upon ratification of both parties, this agreement shall become effective July 1, 2019, and continues until June 30, 2023. Salary schedules for the 2020-21, 2021-22 and 2022-23 school years shall 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 9th day of March, 2021.

Indianola Education Association

“Association”

By _____
President

By _____
Chief Negotiator

Indianola Community School District

“Board of Education”

By _____
President

By _____
Chief Negotiator

Grievance Report

Indianola Community School District

Aggrieved Person _____ Date filed _____

Building _____

Level II

Date Violation Occurred _____

Section(s) of Contract Violated _____

Statement of Grievance _____

Relief Sought _____

Signature Date

Disposition by Principal or Immediate Supervisor _____

Signature Date

Distribution of Form

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

Grievance Report

Indianola Community School District

Aggrieved Person _____ # _____

Level III

Aggrieved Person Signature

Date Received by Superintendent

Disposition by Superintendent or Designee:

Superintendent Signature Date

Distribution of Form

1. Employee
2. Association
3. Superintendent

Grievance Report

Indianola Community School District

Aggrieved Person _____ # _____

Level IV

Aggrieved Person Signature

Association President Signature

Date Submitted to Arbitration

Date Received by Arbitrator

Disposition and Award of Arbitrator*:

Arbitrator Signature

Date

*Disposition may be on an attached report.

INDIANOLA COMMUNITY SCHOOL DISTRICT

COMBINED SALARY SCHEDULE

2022-23

STEP	43,700 (District Schedule A)			6,400 (TSS)			STEP
	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	50,100	51,925	53,750	56,400	59,050	61,700	1
2	50,895	52,720	54,545	57,195	59,845	62,495	2
3	51,700	53,525	55,350	58,000	60,650	63,300	3
4	52,515	54,340	56,165	58,815	61,465	64,115	4
5	53,340	55,165	56,990	59,640	62,290	64,940	5
6	54,175	56,000	57,825	60,475	63,125	65,775	6
7	55,020	56,845	58,670	61,320	63,970	66,620	7
8	55,875	57,700	59,525	62,175	64,825	67,475	8
9	56,740	58,565	60,390	63,040	65,690	68,340	9
10	57,615	59,440	61,265	63,915	66,565	69,215	10
11	58,500	60,325	62,150	64,800	67,450	70,100	11
12	59,395	61,220	63,045	65,695	68,345	70,995	12
13	60,300	62,125	63,950	66,600	69,250	71,900	13
14	61,215	63,040	64,865	67,515	70,165	72,815	14
15	62,140	63,965	65,790	68,440	71,090	73,740	15
16		64,900	66,725	69,375	72,025	74,675	16
17		65,845	67,670	70,320	72,970	75,620	17
18		66,800	68,625	71,275	73,925	76,575	18
19				72,240	74,890	77,540	19
<i>Career Increment</i>							
1a		68,525	70,350	73,965	76,615	79,265	1a
2a		70,250	72,075	75,690	78,340	80,990	2a
3a		71,975	73,800	77,415	80,065	82,715	3a
4a		73,700	75,525	79,140	81,790	84,440	4a
5a		74,875	76,700	80,315	82,965	85,615	5a

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.

Schedule B
Associate Salary Schedule

Level	Step	2020-21	2021-22	2022-23
I	1	\$12.50	\$13.50	\$14.80
	2	\$12.50	\$13.50	\$14.80
	3	\$12.50	\$13.50	\$14.80
	4	\$12.50	\$13.50	\$14.80
	5	\$12.50	\$13.50	\$14.80
II	6	\$13.35	\$14.35	\$15.65
	7	\$13.35	\$14.35	\$15.65
	8	\$13.35	\$14.35	\$15.65
	9	\$13.35	\$14.35	\$15.65
III	10	\$14.60	\$15.60	\$16.95
	11	\$14.60	\$15.60	\$16.95
	12+	\$14.60	\$15.60	\$16.95

The following will begin pay at Level III of the Associates Salary Schedule:

- Study Hall Associates
- Preschool Classroom Associates that have “Child Development Associate” (CDA) certification
- English-Language Learner (ELL) Associates
- Health Associates

Schedule B will be increased 2.1% increase on salary schedule for contract year 2020-21 and a \$1.00 per hour for 2021-22. Schedule B will be increased 2.2% for the 2022-23 school year.

In the event that SSA (state supplemental aid) falls below 1% or rises above 3% for the 2021-22 or 2022-23 school year, both parties agree to reopen the contract for salary negotiations.

Schedule C
Nurse Salary Schedule

New Hires

RN 80% of BA Lane
BSN 100% of BA Lane

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

Schedule D
Combined Activities Salary Schedule

Activities Base Schedule (1% of \$37,000)	\$370.00
Level 1	1x Base
Elementary Instrumental Elementary Orchestra Elementary Vocal Elementary Vocal (5th Grade) HS Drama Club HS National Honor Society HS Newspaper	\$370.00
Level 2	2x Base
Art Club/Art Gallery Midwinter's Entertainment Production	\$740.00
Level 3	3x Base
HS Academic Decathlon HS Marching Band Flag Squad HS Mock Trial HS Pep Band HS Prom Sponsor HS TV Production MS Instrumental Music MS Jazz Band MS Mock Trial MS Orchestra MS Assistant Show Choir MS Vocal MS Yearbook	\$1,110.00
Level 4	5x Base
HS Assistant Cheerleading HS Fall Play HS Jazz Band I HS Jazz Band II HS Orchestra HS Speech - Group HS Speech - Individual HS Student Council HS Vocal Music HS Yearbook MS Drama	\$1,850.00

Level 5	6.5x Base
DECA FCCLA FFA HS Head Cheerleading MS Assistant Cross Country MS Assistant Softball MS Assistant Track	\$2,405.00
Level 6	7.5x Base
HS Assistant Debate MS Assistant Basketball MS Assistant Football MS Head Cross Country MS Head Softball MS Head Track MS Show Choir	\$2,775.00
Level 7	8.5x Base
HS Assistant Cross Country HS Assistant Golf HS Assistant Tennis HS Debate HS Drill Team HS Strength (Fall, Winter, Spring) MS Head Basketball MS Head Football MS Head Volleyball MS Head Wrestling	\$3,145.00
Level 8	10x Base
HS Assistant Soccer HS Assistant Swimming HS Assistant Track HS Spring Musical	\$3,700.00
Level 9	11x Base
HS Assistant Baseball HS Assistant Softball HS Assistant Volleyball	\$4,070.00

Level 10	12.5x Base
HS Assistant Basketball HS Assistant Football HS Assistant Show Choir HS Assistant Wrestling HS Head Cross Country HS Head Golf HS Head Tennis HS Instrumental Music	\$4,625.00
Level 11	15.5x Base
HS Head Show Choir HS Head Soccer HS Head Swimming HS Head Track	\$5,735.00
Level 12	18x Base
HS Head Baseball HS Head Softball HS Head Volleyball	\$6,660.00
Level 13	20x Base
HS Head Basketball HS Head Football HS Head Wrestling	\$7,400.00

* Employees issued contracts at a higher salary shall retain the higher salary until such a time that the employee resigns the contract, the district does not offer the contract, or five years have passed (2025-26 school year).

Schedule E

Summer School/Curriculum Development Salary Schedule

Supplemental Pay

A. \$25.00 per hour

- Staff Development Teacher/Facilitator
- Approved Curriculum Development
- Summer School/Intersession Instruction
- Extended Contracts

B. \$20.00 per hour

- Approved Staff Development Teacher/Facilitator Planning
- Elementary Music Supervision
- Athletic/Activity Supervision

C. Additional assigned time for teachers contracted less than fulltime will be paid per diem on the Schedule A “Combined Salary Schedule”

- Parent/teacher conferences
 - Professional development (early outs)
 - Extended teaching time during the normal day
-

Schedule F

Covering Classes for Another Teacher

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	\$25.00
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.

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.

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.

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 F). Guidance counselors will be encouraged to reschedule missed guidance lessons, but they will not be required to do so.

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.

REINSTITUTE FCCLA STIPEND

This letter will reinstitute the FCCLA stipend in the amount of \$2,405 per year.

INSTITUTE SKILLS USA STIPEND

This letter will institute the SkillsUSA program stipend in the amount of \$2,405 per year.

ADDED POSITION

This letter will add the Behavior Strategist position to the Schedule A.