

MASTER CONTRACT

ANAMOSA COMMUNITY SCHOOL DISTRICT

AND

ANAMOSA EDUCATION ASSOCIATION

July 1, 2016 – June 30, 2017

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PREAMBLE

The Board of Directors of the Anamosa Community School District and the Anamosa Association recognize that it is the responsibility of the public school system to provide an educational program of high quality for children and youth of the District. The Board of Directors and the Anamosa Education Association further recognize that attainment of this goal is a joint responsibility of the Board of Directors, the administrative and supervisory staff, professional teaching personnel, the support services staff, the parents of students, and the community at large.

Whereas, the parties have agreed to bargain in good faith and have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE 1

RECOGNITION

The Board of Directors of the Anamosa Community School District, hereinafter referred to as the "Board", recognizes the Anamosa Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for District employees included in the stipulated bargaining unit approved by the Public Employment Relations Board (Case #138), May 9, 1975, TO WIT:

Included: All professional employees including classroom teachers, special resource teachers, elementary education, librarians, guidance counselors, special education, special learning disabilities, educationally mentally retarded, professional Title I and Title III, nurses (holding a BA and/or BSN), Extended Learning Program, and non-supervisory personnel.

Excluded: Superintendent, director of athletics, director of media, director of personnel and pupil personnel services, nurses (not holding a BA and/or BSN), principals, all non-professional employees and those excluded by Section 4, PERA.

ARTICLE 2

ACCESS TO INFORMATION

A. The Association.

1. The Association shall be furnished, on request, regularly and routinely prepared information concerning the financial condition of the District including financial reports and adopted budget.

2. In addition, the Employer will grant reasonable requests for other readily available and pertinent information which may be relevant to bargaining and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

B. The Employer.

The Association will grant reasonable requests for readily available and pertinent information, which may be relevant to bargaining and/or the processing of grievances. Nothing herein shall require the Association to research and assemble information.

ARTICLE 3

GRIEVANCE PROCEDURE

Definitions:

1. Grievance. A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. Aggrieved Party. The aggrieved party shall mean the party filing a grievance.
3. Party in Interest. Party in Interest shall mean the Association, its representative; the Employer, its representative; and any party named in a grievance who is not the aggrieved party.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to claims there have been violations, misinterpretations or misapplications of provisions of this agreement. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

General Provisions:

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
2. Preparation and processing of grievances shall be conducted so as to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
3. The filing or pendency of a grievance by an employee under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board of Directors to take action grieved of, subject, however, to a final decision on the grievance.
4. Grievances arising from an action other than at a building level may be initiated and processed in accordance with the provisions of Step 3 of this grievance procedure.
5. Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved party to proceed to the next step.
6. Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step and further appeal is barred.
7. The time limits specified in any step of this procedure may be changed, in any specific instance, by mutual consent.

8. If an aggrieved person files any claim or complaint other than under the grievance procedure established in this Agreement, the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

Procedures. Employee Grievance:

Step 1. An attempt shall be made to resolve any grievance in informal, oral discussion between the parties. Such grievance shall be presented, and the conference shall be held, no later than ten (10) calendar days following knowledge of the act or condition, which is the basis of the grievance. The decision shall be given verbally within seventy-two (72) hours of the close of the conference.

Step 2. If the grievance is not resolved at Step 1, the aggrieved party may file the grievance in writing. The written grievance shall: (1) state the date of the alleged violation of the Agreement; (2) the section(s) of the Agreement involved; (3) the nature of the grievance, and (4) the relief sought.

The written grievance at Step 2 must be filed within ten (10) calendar days of the delivery of the verbal decision in Step 1.

The Principal shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory solution to the grievance. The aggrieved employee and the Association shall be given at least two (2) school days notice of the conference. The employee may appear alone or, at his/her option, may be represented.

The Principal shall communicate his decision in writing to the aggrieved employee; to the Association; and to the Superintendent; within ten (10) calendar days after receiving the written grievance.

Step 3. If the grievance is not resolved at Step 2, the employee may appeal the Principal's decision to the Superintendent of Schools within ten (10) calendar days after the Principal's decision has been delivered.

The Superintendent of Schools shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory solution of the grievance. The aggrieved employee and the Association shall be given at least two (2) school days notice of the conference. The employee may appear alone or at his/her option, may be represented.

Notice of the conference shall also be given to the Principal involved in Step 2, and the Principal may be present at the conference to state his/her views, at the request of the Superintendent.

The Superintendent of Schools shall communicate his decision in writing to the aggrieved employee; to the Association; and to the Principal within ten (10) calendar days after receiving the appeal.

Step 4. A grievance not resolved in Step 3 may be submitted to an arbitrator for decision. The procedure shall be initiated within ten (10) calendar days after receipt of the Superintendent's decision by filing a "Notice of Arbitration" with the PERB. The notice shall include a request for a list of seven (7) available arbitrators. A copy of the notice shall be delivered at the same time to the Superintendent of Schools.

The Arbitrator shall be selected by each party striking one (1) name alternately until only one (1) name remains. The remaining name shall be the Arbitrator. The party to strike the first name shall be determined by lot.

The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the arbitration hearing(s). The decision shall be in writing and their supporting reasons shall be given.

The decision of the Arbitrator, if made in accordance with his jurisdiction and authority, shall be accepted as final by the parties and both will abide by it.

The Arbitrator, in his decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented by the District and the aggrieved party; and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Arbitrator's fee shall be shared equally by the parties to the dispute, but all other expenses shall be paid by the party incurring them.

ARTICLE 4

PAYROLL DEDUCTION

A. Authorization.

An employee who is a member of the association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deductions of AEA/ECUU/ISEA/NEA dues, Tax Sheltered Annuities, and other mutually agreed upon items. The form of the assignment and authorization shall be furnished by the Employer.

B. Regular Deductions.

Pursuant to proper authorization by the employee, the Employer shall deduct one-ninth (1/9th) of the total dues from the regular salary check of the employee each month for nine (9) months, beginning in October of each contract year and ending in June of each contract year.

C. Pro-Rated Deduction.

Any new employee hired for a contract year, may request and authorize the deduction of his/her dues on a pro-rated basis for the remaining months of employment through June of the contract year.

D. Duration.

The authorization for payroll deduction of dues shall remain in effect from year to year unless revoked in writing by the employee by a thirty (30) day notice to the Employer and to the Association.

E. Association Responsibilities.

The Association, through its designated officer shall present to the Employer on or before October 1st of each work year, a list of all continuing employee members together with their authorization of payroll deduction of dues, and a statement of the dues and the amount to be deducted each month for each member for the period October through June.

F. Employer Immunity.

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 payroll deduction of dues.

G. Transmission of Dues.

The employer shall transmit to the Anamosa Education Association Treasurer the total monthly deduction for AEA/ECUU/ISEA/NEA dues on or about the last day of the month following each pay date, beginning in October and ending in June of each contract year.

ARTICLE 5

COMPLIANCE, SEPARABILITY, PRINTING & NOTICES

A. Compliance Between Individual Contracts and Agreement.

Any individual contract between the employer and individual employee in force during the duration of this Agreement shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract is inconsistent with the terms of the Agreement, the Agreement, during its duration, shall be controlling.

B. Separability.

If any provision of this Agreement or any application of this Agreement 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. All other provisions or applications shall continue in full force and effect.

C. Printing.

Copies of the ratified Agreement shall be printed in a form and format mutually agreed upon by the Association and employer. Each party shall order the number of copies required to satisfy its needs. The Association shall assume full responsibility for the distribution of copies to all employees working under the terms of the Agreement. The Association shall pay the cost of all copies ordered by it.

D. Notices.

Whenever the Association communicates in writing with the Employer on any matter related to the negotiated agreement, other than at the bargaining table, the communication shall be directed to the Superintendent of Schools. Written communication from the Employer to the Association on any matter related to the negotiated agreement, other than at the bargaining table, shall be directed to the President of the Association.

ARTICLE 6

LEAVE FOR PERSONAL ILLNESS OR DISABILITY

A. Coverage.

All employees under this Agreement.

B. Application.

Leave may be used for personal illness, personal disability or medically associated appointments, other than routine medical or dental appointments, that cannot be scheduled outside of the normal working day.

C. Accumulative Benefits.

1. Employees shall be entitled to fifteen (15) days of personal illness or disability leave each year; and unused leave days shall accumulate from year to year up to one hundred-fifty (150) days including the current year's allowance.
2. Sick leave shall not be granted for elective surgery.
3. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
4. In the case of severe or lengthy illness or injury, the teacher, employed during his/her first year in the Anamosa Community School District, may borrow up to five days from his/her second year of sick leave allotment.
 - a. A physician must verify the illness or injury in writing.
 - b. All sick leave days so used will be subtracted from the fifteen-day allotment for the second year.
 - c. In the event the first year teacher does not return to the Anamosa Community School District for a second year, the extra pay for the additional sick leave days used must be reimbursed to the Anamosa Community School District. Payment for any of days used in this fashion will be withheld from the employee's final paycheck.

D. Notification of Accumulation.

Employee shall acknowledge the number of accumulated personal illness or disability leave days no later than September 15 of each school year on a form provided by the employer and sent to the employee prior to September 15.

E. Evidence of Eligibility for Leave.

After five (5) consecutive working days absence, and at reasonable intervals thereafter, an employee may be required to submit to the employer a physician's statement that states the employee is unable to perform his/her assigned duties, the nature of the employee's illness or disability, and the approximate length of anticipated employee absence because of inability to perform assigned duties.

F. Extended Leave.

1. An employee who does not wish to return to work upon being certified by a physician as able to perform his/her assigned duties shall, within three (3) calendar days after receiving such certification, apply for extended leave under procedures established in Article 8 of this Agreement. Failure to apply for extended leave shall result in termination of employment.

2. An employee unable to work because of personal illness or disability, and who has exhausted all illness or disability leave to which he/she is entitled, may be granted, upon application under the terms of Article 8, an extended leave of absence for the duration of such illness or disability up to a maximum of one calendar year.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave.

1. Each employee shall be credited with two (2) days of personal leave at the beginning of the contract year.
2. One unused personal day may be carried over to the next school year, resulting in a maximum of three personal days in any contract year.
3. Personal leave days shall not be used to extend scheduled holiday periods or during the first seven working days or the last fourteen working days of school. If a scheduled vacation day on the school calendar is changed because of a weather make-up day, an employee can use a personal day to extend the rescheduled holiday period. Limits as defined in A.4 of this section would apply.
4. Except at the discretion of the building administrator, no more than two (2) persons from the professional staff from the Middle School building shall be on personal leave at any one time, no more than two (2) persons from the professional staff from the High School building shall be on leave at any one time, and no more than four (4) persons from the professional staff from the Elementary School building shall be on leave at any one time.
5. The employee shall notify his/her building administrator in writing, at least twenty-four (24) hours in advance of his/her intention to take leave.

B. Jury.

An employee who is called for jury duty or is subpoenaed for a court appearance shall promptly notify his or her principal. The principal shall excuse the employee from work for the time required to serve or appear. The employee shall receive his or her regular pay while excused. Any fees or remuneration the employee receives from other sources while excused shall be turned over to the district. Employees shall not be paid if subpoenaed to appear in cases involving the employee, as a named plaintiff or defendant, or a member of the employee's family as a party unless the case is one where the district has the duty to defend the employee under Chapter 613A of the Code of Iowa. When an employee is excused from jury duty or from testifying, either temporarily or permanently, the employee shall promptly notify the building principal whether he/she needs to report back to work.

C. Association Leave.

1. Up to six (6) days of leave with pay shall be available annually for representatives of the Association to attend conferences, conventions or other meetings of the state and national affiliated organizations. The Association shall pay the cost of a substitute.
2. Requests for such leave, which shall include the purpose(s) and date(s) of paid absences, shall be filed with the building administrator as early as possible, but no later than three (3) calendar days prior to the absence.

D. Professional Leave.

1. An employee may be granted leave, at no reduction in pay, to attend professional meetings, professional workshops, or to visit and observe instructional programs within or outside the Anamosa School District.
2. Requests for such leave, which shall include a description, location of the meeting, workshop and/or program as well as the dates, shall be filed with the building Principal and Superintendent at least seven (7) calendar days prior to the proposed absence.
3. An estimate of costs for transportation, registration, lodging and meals to be incurred as direct result of attendance at a professional meeting will be included with the request. The amount of reimbursement shall be determined and announced prior to the meeting by the Superintendent.
4. When the Employer requests an employee to attend a professional meeting, the actual costs related directly to such attendance shall be reimbursed by the Employer.

E. Bereavement.

1. A leave of not more than five (5) days, with no loss in pay, shall be granted in the event of a death in the employee's immediate family. "Immediate family" shall be construed to include: parent, surrogate parent, child, surrogate child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person who was a member of the employee's household at the time of death.
2. A leave of not more than two (2) days, without loss of pay, shall be granted to attend the funeral of a relative of the second degree (i.e., grandparent, grandchild, in-law, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law).
3. The employee shall request approval for bereavement leave from his/her building principal. Request may be oral or written.
4. The superintendent has the authority to grant bereavement leave for other personal situations on a case-by-case basis if all personal leave has been exhausted.

F. Illness in Immediate Family.

1. A leave of not more than ten (10) days per year may be granted to an employee for absence due to caring for a member of the employee's immediate family who is ill. Such leave shall be deducted from the employee's sick leave.
2. "Immediate family" is as defined in Section E (1) of this Article.
3. Request for approval of said leave shall be directed to the employee's building principal.
4. If a situation arises where an employee has used all leave available to them, the employee will, at the discretion of the superintendent, be able to have additional days, up to a maximum of five days, by paying for the costs of the substitute teacher that will be needed to cover his/her classes.

G. Special Leave.

1. An employee may be granted one (1) day of special leave annually for just cause of an emergency nature and as approved by the Superintendent.
2. A request for special leave shall be made in writing to the Superintendent or his/her designee prior to the absence.

ARTICLE 8

EXTENDED LEAVES OF ABSENCE

1. A leave of absence for the convenience of the employee of a maximum duration of twelve (12) calendar months, including vacation periods when school is not in session, may be granted by the Board of Directors upon written application to the Board by the employee. The employee shall be notified in writing of the decision.
2. Such leave shall be without pay or other benefits. However, insurance programs to which the employee otherwise would be entitled may be continued at the discretion of the employee and at the employee's expense.
3. Application for such leave shall be submitted to the Board of Directors at least ninety (90) days before the proposed period of leave would begin. Upon request, the Board may waive the ninety (90) day requirement. The date the employee intends to return to work shall be stipulated in the leave application.
4. Upon expiration of the leave, the employee shall be returned to his/her former position; or, if the former position does not exist, to another position for which he/she is qualified, as determined by the Superintendent.
5. If an employee's leave expires during the school year he/she shall verify in writing to the Superintendent, at least thirty (30) days prior to the expiration date, his/her intention to return to work. If an employee's leave expires during the summer months when school is not in session, he/she shall be required to verify by February 15 his/her intention to return to work at the opening of school the following fall.
6. Failure of an employee to return to work at the expiration of the leave period; or the failure of an employee to verify his/her intent to return to work on or before the dates specified, shall serve to terminate said employee's rights to re-employment and shall relieve the District of all obligation under the terms of this Agreement to re-employ said employee.

ARTICLE 9

EMPLOYEE WORK YEAR

A. Regular Contract.

The standard contract year shall be one-hundred eighty nine (189) days, including one-hundred seventy-eight (178) days of instruction; six (6) professional development non-instructional days; three (3) paid holidays, and the equivalent of two (2) parent-teacher conference days.

Teachers new to the Anamosa Community School District may be required to attend an additional one (1) New Teacher Professional Development Day without additional compensation.

Paid holidays shall be Labor Day, Thanksgiving, and Memorial Day.

B. Make-Up Days.

Contract days missed because of inclement weather or other causes may be made up, in part or in total, by use of days set aside for vacations and/or the addition of days at the end of the school year, as determined by the Board of Directors.

C. Work Days, Emergency Closing.

At the discretion of the Superintendent, employees may be required to work when classes are not held due to emergency conditions. Such days shall be considered partial fulfillment of the standard contract year.

ARTICLE 10

EMPLOYEE LUNCH AND PLANNING PERIODS

A. Lunch Periods.

1. Building administrators shall provide each employee a daily, duty-free lunch period of at least 20 minutes.
2. An employee may leave the building during his/her duty-free lunch period after informing the building principal or secretary of the proposed absence.

B. Planning Time.

Employees shall have time during the regular work day for teaming and collaboration as well as individual planning time for instruction-related activity. Assignment to other regularly scheduled supervision duties during this time shall not be made except when mutually agreed upon by the employee and building principal.

Employees shall not leave the building during planning periods without permission of the building principal.

- a. Elementary School. It is the intent of the Employer to continue to administratively provide elementary staff with 50-60 minutes of planning time per day. Both team and individual planning times are incorporated within the planning period.
- b. Middle School. It is the intent of the Employer to continue to administratively provide middle school staff members with the equivalent of one planning period per day that includes both team and individual planning time.
- c. High School. It is the intent of the Employer to administratively provide high school staff members with the equivalent of one planning period per day that includes both team and individual planning time.

ARTICLE 11

EMPLOYEE EVALUATION PROCEDURES

A. Coverage.

All employees under this Agreement.

B. Orientation.

1. Building administrators shall review evaluation procedures and criteria with employees who are new to the school system prior to the beginning of classes in the fall.

2. Building administrators shall review evaluation procedures with contracted employees who are new to the school system and who begin work other than at the beginning of the school year within ten (10) school days after said teachers enter employment.

C. Definition of Terms.

1A. Probationary Teacher. A teacher in his/her first three years of current employment in the Anamosa Community School District who does not have three years of teaching experience in an Iowa school district prior to Anamosa. The probationary period may be extended beyond the three years by mutual agreement, as provided by law.

1B. One Year Probationary Teacher. A teacher who has three years of teaching experience in an Iowa school district prior to Anamosa shall be under a one year probationary period in the Anamosa Community School District. Upon satisfactory completion of the one year of probationary status, the teacher shall be considered a career teacher. The one year probation period may be extended beyond the one year by mutual agreement, as provided by law.

2. Career Teacher. A teacher who has satisfactorily completed his/her probationary period in current employment in the Anamosa Community School District.

3. Current Employment. The period of uninterrupted employment in which a teacher is currently engaged. A leave of absence granted to an Employee by the Employer shall not constitute interruption within the meaning of this Article.

D. General.

1. Evaluator. The evaluation of an Employee shall be conducted by the Employee's assigned building administrator(s) or other appropriate administrator.

2. Evaluation Instruments. The building administrators shall use the evaluation forms and instruments as adopted by the Employer. Because appropriate instruments change as evaluation concepts change, any instrument used to record information about an employee shall be considered an evaluation instrument. The results of all evaluations shall be placed

in the teacher's folder located in the Superintendent's office. Therefore, for the purposes of this Article, anything else is not considered an evaluation.

3. Acknowledgment of Evaluation. The Employee and administrator shall date and sign completed evaluation forms and instruments to acknowledge that the evaluation has been conducted and the specified conferences related to the evaluation have been held.

4. Evaluation Record. A copy of the completed and signed acknowledgments, evaluation forms and instruments shall be given to the Employee, and a copy of all acknowledgments and evaluation instruments and forms shall also be placed in the Employee's personnel file maintained in the Central Office.

5. Notification. Tenured teachers scheduled for formal evaluation in any given year shall be notified of that fact in writing by September 15 of that year, or within ten (10) school days prior to commencement of evaluation.

6. Responses. If the employee feels the recorded evaluation is incomplete, inaccurate or unjust, the employee may put the objections in writing and have them attached to the formal evaluation report to be retained by the Board. The file copy of such objection shall be signed by both parties to indicate awareness of the content. Responses must be attached within ten (10) days of the acknowledgment of evaluation.

7. Evaluations shall be fair and accurate. An evaluation may be challenged through the grievance procedure if arbitrary or capricious and if the evaluation is a basis for the denial of any salary or fringe benefit or termination.

E. Evaluation Procedure (Probationary Teachers)

1. Prior to October 1, the building administrator will meet with all beginning teachers to review the Beginning Teacher Plan expectations and evaluation timelines. Copies of all evaluation guidelines and forms will be provided to the beginning teacher at that time.

2. Three formal observations will be conducted for each teacher during year one and three formal observations during year two of their career. At least two formal observations will be conducted prior to February 1. The third observation must be held prior to the summative evaluation conference. Each of the three observations will have a pre-observation and post-observation conference.

3. Informal observations may also be used at the discretion of the administrator.

4. A cumulative professional portfolio will be created and maintained by all beginning teachers in year one and in year two. The administrator and the beginning teacher will review and discuss the portfolio at scheduled conferences throughout the year.

5. A final summative conference will be held with each first year teacher on or before March 30. This will be a current performance review with feedback regarding the formal and informal evaluation activities conducted during the year.

6. A comprehensive evaluation will be held with the second year teacher on or before March 30.

F. Evaluation Procedure (Non-probationary Staff)

1. A performance review of all non-probationary teachers will be completed at least once every three years. This performance review will be based on the Iowa Teaching Standards and the model criteria.

2. Career teachers who are not involved in the performance review process for a particular year will meet with their building administrator prior to October 1st to set goals for their individual career development plan and again before the end of the school year to review the progress made on those goals within their career development plan.

G. Tier 3 (Intensive Assistance for non-probationary)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 – 7 and Criteria (Standard 8 is excluded);
2. The Individual Career Development plan; or
3. Any other standards and criteria that the District has established;

The evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time, and it is projected to take approximately 2-3 months. It is not to exceed six (6) months in duration.

The review of the teacher in Intensive Assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

1. The problem is solved and the staff member is removed from Intensive Assistance.
2. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve (12) months according to Iowa law) and work continues in the assistance phase.
3. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

Placement on Tier 3 is not greivable.

ARTICLE 12

ASSIGNMENT AND TRANSFER PROCEDURES

A. Assignment of Employees.

An employee shall be given written notice, upon request, of tentative class and/or subject assignment and room assignment for the forthcoming year not later than May 15.

B. Definition of Vacancy.

A vacancy shall be defined as those positions that will remain unfilled after the employer has realigned the current staff because of the death, retirement, resignation, transfer or termination of employee, or when the employer creates a new position.

C. Assignment and/or Transfer Priority.

1. Employees returning from Instructional Coaching Positions, followed by employees returning from leave of absence, followed by employees seeking voluntary transfer, followed by former employees on recall shall have priority over persons seeking employment in the District for the first time.

2. With the reduction in the number of sections at an elementary grade level, the Employee whose class has been closed may elect, if he/she has sufficient seniority in the district, to remain at the affected grade level by displacing the Employee with the least seniority in the district who is teaching at the affected grade level.

3. If the Employee whose class has been closed lacks the seniority to remain at his/her present grade level, or if he/she elects not to remain at the grade level, he/she shall be assigned to a position.

D. Voluntary Transfer.

1. When a classroom position for the following year or an extra-duty position for the current or following year is determined to be vacant, a notice of the vacancy, including any special job qualifications and/or certifications shall be posted in the faculty lounge in each building.

2. An employee seeking a transfer or change in assignment to fill a vacancy must make written application within five (5) calendar days following publication of the notice of vacancy.

3. Following the conclusion of the five (5) day transfer application period, the Superintendent will have an additional five (5) days to determine if any present employees are qualified for the position.

4. No candidate seeking employment in the District for the first time shall be hired during the ten (10) calendar day period following publication of the notice of vacancy.

5. In determining whether to grant a request for a voluntary transfer, the employer shall consider the applicant's qualifications and the priority established in Section C of this Article.

6. When applicants have qualifications considered equal, the applicant with the most seniority in the District shall be granted a transfer.

7. If an application is denied, a written statement of reasons for denial shall be given to the employee. Said reasons shall not be subjects of grievance under the procedures established in this Agreement.

8. To be eligible for transfer, an employee shall be willing and able to fill the position at the time it becomes vacant.

E. Involuntary Assignment.

1. If there is to be a transfer or a change in an employee's work assignment, including extra-curricular or student activity duties, the affected employee shall be notified in writing within five (5) calendar days of the date of the final decision.

2. Upon written request filed within five (5) days upon receipt of said notice, the employee shall be entitled to have a conference to discuss the transfer with the Superintendent and/or principal initiating the transfer. The employee may have an Association representative present at the conference.

F. Summer Vacancies.

1. To be notified of jobs for which he/she is certified which become vacant during the summer months when school is not in session, an employee shall have on file in the central office a statement of desire for transfer or change in assignment. Such statement shall be filed not later than June 1 of each year. Announcements of vacancies posted between May 1 and the first student day of school each year will be done through school email to all employees.

2. To be accepted for evaluation, applications must be received within ten (10) calendar days of the date on the letter of notification. Telephone application, followed within three (3) days by a written application, shall satisfy the time requirement.

3. No candidate seeking employment in the District for the first time shall be hired during the ten (10) calendar day period following publication of the notice of vacancy.

4. In determining whether to grant a request for a voluntary transfer, the employer shall consider the applicant's qualifications, and the priority established in Section C of this Article.

5. When applicants have qualifications considered equal, the applicant with the most seniority in the District shall be granted a transfer.

6. If an application is denied, a written statement of reasons for denial shall be given to the employee. Said reasons shall not be subjects of grievance under the procedures established in this Agreement.

7. To be eligible for transfer, an employee shall be willing and able to fill the position at the time it becomes vacant.

ARTICLE 13

STAFF REDUCTION PROCEDURES

A. Coverage.

All employees under this Agreement.

B. Termination and Reduction.

1. Whenever the Employer abolishes or reduces a position and the reduction cannot be accomplished by attrition, the services of the employee having the least seniority in the system within the tenure of the grade span or the department affected, shall be terminated or reduced first unless no other present employee holds qualifications for the position.

2. If two or more employees hold identical seniority, the decision shall be made by the Superintendent.

3. Staff reduction procedures shall operate within the following grade spans and departments: PK-6; PK-12 departments, and 7-12 departments.

C. Notification.

1. The Employer shall provide written notice on or before April 30 to each employee whose employment is to be terminated due to staff reduction.

2. The effective date of the termination shall be the last day of the contract year.

D. Seniority.

1. Seniority shall be measured in terms of years of continuous employment in this system from the date the employee's first contract was signed and returned by the employee, and time stamped by the employer.

Placement on the seniority list shall be based on the employee's teaching assignment and shall be adjusted each year as assignments change. Employees shall be placed in the appropriate department and/or grade span incorporating the qualification in the first paragraph of this section, no matter when/if they are moved between departments or grade spans. An employee who teaches in more than one department and/or grade span shall be placed on the seniority list in both departments. Other than as stated in paragraph D4 of this article, teachers shall not maintain seniority in a grade span or department in which they do not currently teach.

2. On or before the first day of October of each year, the Association shall receive a seniority list of all bargaining unit members. The list of names shall be ranked by grade span and/or departments.

3. Leave(s) of absence granted to an employee by the employer shall not be considered as interruptions of continuous employment under terms of this Agreement.
4. Beginning in the 1995-96 contract year, all federally funded elementary employees under this Agreement may declare a second seniority designation in one other elementary grade span or department as listed in B-3 above. This declaration shall be referred to as a shadowed seniority.

If more than one (1) employee enters the same elementary grade span or department as a shadow for the same contract year, ranking will be determined by the existing District seniority of the involved employees. Shadowed employees must maintain certification in the shadowed area or lose their shadowed status. A teacher may have shadowed status in only one elementary grade span or department at a time.

Shadowed seniority may only be used by the employee if their current grade span or department experiences a position reduction resulting in the loss of their employment. Shadowed seniority status becomes active with the teacher's request for activation. When a shadowed employee becomes active in the shadowed grade span or department, the ranking of all other employees in that grade span or department, whether shadowed or not, shall remain the same.

Nothing in the shadowed seniority process should be interpreted or result in the reduction of an employee's current graded or department seniority or security.

In determining whether to grant a request for transfer to a shadowed seniority department, the employer shall consider the applicant's certification, seniority, and qualifications. If an application is denied, a written statement of reasons for denial shall be given to the employee.

E. Recall.

1. An employee terminated pursuant to this Article shall be eligible for recall for a period of two (2) years from the effective date of termination. The most qualified employee with recall rights and greatest seniority shall be recalled first.
2. In evaluating a former employee for possible recall, the Employer shall consider the needs of the District, the employee's qualifications, and seniority.
3. A recalled employee shall be placed on that step of the salary schedule where he/she would have been the next year following his/her termination, if said termination had not taken place. Policy governing horizontal movement on salary schedule shall prevail.
4. An employee recalled under the provisions of this Article shall retain the seniority he/she held at the time of termination due to staff reduction.

F. Loss of Rights.

1. If an employee is recalled to a less-equivalent (in time) position than the one he/she held at the time of termination, he/she may refuse the call without loss of recall rights. However, if the recall is accepted, the recall right of the employee has been satisfied.
2. If an employee is recalled to an equivalent (in time) position and elects not to accept the recall, his/her right to recall shall be forfeited. Written documentation of recall notice and declining of the position offered shall be placed in the employees file for future reference.
3. An employee shall lose all right to recall under the terms of this Agreement if he/she does not exercise such right within ten (10) calendar days following the mailing of his/her notification of recall by certified mail.
4. The Association shall be furnished a copy of each letter of notification of recall issued by the employer.
5. It shall be the responsibility of an employee terminated through staff reduction to keep the Employer informed at all times of his/her address.

ARTICLE 14

HEALTH PROVISIONS

A. Physical Examination

1. The employer may require a physical examination when, in its judgment, such an examination is relevant to the employee's continued employment.
2. The employer may select the examining physician, and the employer shall pay the cost of the required examination.

ARTICLE 15

SAFETY

A. Reporting Assaults.

Employees shall immediately report cases of assault, as defined in Iowa Code, suffered by them in connection with their employment to their principal or other immediate supervisor as well as the school nurse. Employees may call the police. Such notification shall be immediately forwarded to the Superintendent by the principal. Physical contacts between staff and students guidelines are outlined in Board Policy 403.5.

B. Bomb Threats.

In the event of a bomb threat, employees may be asked, but not required, to search for a bomb.

ARTICLE 16
SALARY SCHEDULE

A. 1. The salary of each Employee covered by this agreement is based upon the salary schedule set forth in Exhibits 1 and 2. Individuals earn a step with the bottom step as shown in Exhibit 2. (Steps = BA 0-16, BA+12 0-18, BA+24 0-21, BA+36 0-22, MA 0-22, MA+15 0-23, MA+30 0-23).

2. A combined Salary Schedule shall be created with a Generator Base of \$30,254 (includes Phase II). Phase II funds will be adjusted by the annual state supplemental aid percentage and will maintain the proportion cited in 2009 distribution equal to 16.08% of the total TSS allocation. A flat dollar amount shall be added to each cell based on the TSS allocation (after Phase II is deducted), plus carryover dollars from the prior year (e.g. 6/30/15 amount will be used for the 2016-2017 contract calculation), less FICA and IPERS amounts, times 97% divided by the number of FTE at the time of negotiations. For 2016-2017, that amount will be \$5,516. The 3% held back will fund any additional employees that are hired for the contract year

B. Advancement on Salary Schedule.

1. Increments.

An employee on the salary schedule shall be granted one increment on the schedule for one year of service. A year of service is defined as employment for a minimum of one semester during a contract year.

2. Horizontal Advancement.

a. To qualify for horizontal advancement, an employee, on or before April 1, shall file with the Superintendent a notice of intent to qualify for horizontal advancement on the salary schedule for the next contract year.

To advance horizontally on the salary schedule, an employee shall file transcripts with the Superintendent which certify that the required college or university credits have been earned. The transcripts shall be filed not later than thirty (30) days after the beginning of the contract year.

b. Teachers may use Recertification Credits toward salary schedule advancement as stated here.

- Up to six (6) Recertification Credits may be used to advance between any BA lanes.
- Up to six (6) Recertification Credits may be used to advance between any MA lanes.
- Recertification Credits earned before July 1, 2013, may not be used to advance between lanes.

c. Twelve (12) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA to BA+12 lane.

- d. Twenty-four (24) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA+12 to the BA+24 lane.
- e. Thirty-six (36) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA+24 to the BA+36 lane.
- f. A Master's degree with a major in one of the employee's teaching areas or a Masters program approved by the Superintendent is required for advancement to the MA lane.
- g. Fifteen (15) semester hours of college or university credit, earned after a master's degree recognized on the Salary Schedule is granted, is required for advancement from the MA to MA+15 lane.
- h. Thirty (30) semester hours of college or university credit, earned after a master's degree recognized on the Salary Schedule is granted, is required for advancement from the MA15 to MA30 lane.
- i. To qualify for advancement to the BA+12, the BA+24, and/or BA+36, hours earned must be in the employee's teaching area or related to his/her teaching assignment. All hours shall be submitted to the Superintendent for final approval.
- j. Employees desiring advancement on the salary schedule shall submit a description of proposed coursework to the Superintendent for approval prior to registering for said course(s).

C. Extra Duty Assignment.

If a principal asks a teacher to cover another teacher's class, and the teacher loses his/her planning period to do so, the teacher will be paid at the same hourly rate as stated in Article 16, Section J.

D. Extended Contract.

Salary for extended contracts shall be calculated on a per-diem basis. The per-diem amount calculations will not include TSS funds or Supplemental Salary amounts.

E. Activity Assignments.

The intent is that extra-curricular activities and clubs meet with their sponsors/advisors outside of the regular school day. Exceptions are to be approved by the building administrator. An employee who accepts an assignment to perform duties at an activity held after normal school hours and has not been otherwise compensated for performing such duties shall be paid at the rate of \$15.00 per activity.

F. Salary Installments.

1. Employees will receive their annual salary in 12 equal monthly installments beginning in September of any fiscal year.
2. Employees retiring from the District may elect to receive all remaining salary in June.

G. Direct Deposit.

1. All employees shall have their salary checks deposited directly in an account in the bank of their choice beginning in September of any fiscal year and continuing through the following August.
2. All employees shall notify the Central Office and complete required authorization forms prior to the implementation of direct deposit.

H. Mileage.

Employees who are assigned to work in more than one school and use their private automobiles to change assignments shall be reimbursed for actual travel according to the provisions established in Chapter 70A.9, Code of Iowa. The rate of reimbursement, shall be eight cents (\$.08) below the federal guidelines for travel reimbursement.

Employees who use their private automobiles for approved travel related to school business shall be reimbursed for such travel according to the provisions established in Chapter 70A.9, Code of Iowa. Reimbursed travel shall be approved in advance by the superintendent or the superintendent's designee. The rate of reimbursement shall be eight cents (\$.08) below the federal guidelines for travel reimbursement. An employee shall not be reimbursed for such mileage if a school vehicle is available for use and the employee chooses not to use the school vehicle.

The federal mileage reimbursement rate in effect January 1 of each calendar year shall be used in the calculation of the mileage reimbursement rate for the contract year.

I. Professional Development.

Professional Development using Teacher Quality Professional Development and/or Iowa Core Professional Development funds will be paid at a rate of \$25 per hour. These funds are under the direction of the Teacher Quality Committee. If the State of Iowa eliminates both of these revenue sources, this section will be considered as "suspended" and will not be in effect unless the legislature restores the funding.

ARTICLE 17

INSURANCE, SECTION 125 CAFETERIA PLAN

- A. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.
- B. Each teacher shall allocate a sum to the various fringe benefits offered in the pool. The benefits offered shall include: (1) hospitalization, major medical, DXL and ambulance; (2) dependent care services (Section 129 of the Internal Revenue Code); (3) unreimbursed medical; (4) cash

A cash amount equal to the cost of the Board approved \$1,000 deductible, single health and major medical insurance policy (\$6,737.76) will be placed in each individual's cafeteria plan for the 2016-2017 school year. (For employees initially hired for the 2008-2009 contract and thereafter, the amount of the cash option will be one-half of the \$1,000 deductible, single health and major medical insurance policy or up to \$3,368.88 (half of \$6,737.76). This amount will be in addition to and separate from regular salary as provided in Article 16, Salary Schedule. This amount will be pro-rated for part-time staff. At the employee's option, he/she may apply the above amount plus any additional amount to any of the four benefits listed above.

If the employee chooses no coverage through the district, the employee will annually provide written proof that the employee has coverage on another health insurance policy. If the employee loses insurance during the year and identifies no other options except the exchange, the employee will participate in a District plan.

- C. The Board shall provide each employee a description of the benefit coverage provided herein within ten (10) days at 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. When requested by the employee, the Board shall provide applications and, when necessary, information about the program.
- D. The Board shall provide a long-term disability insurance policy for each regular full-time employee.

For a part-time employee, the long-term disability contribution shall be proportional to the employee's teaching assignment.

- E. The Board shall have the right at any time to procure the insurance referred to in this article from any reputable insurance company.

If the district makes a change in insurance carrier the insurance coverage shall be comparable to the current coverage. The Board will consult and receive input from the Association prior to changing insurance carriers.

ARTICLE 18

WAIVER, EFFECTIVE DATE & DURATION

This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during their negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Both parties, by mutual agreement, may modify and amend said agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

This Agreement shall become effective for the first day of July, 2016, and thereafter remain in full force and effect until June 30, 2017.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

John Birbeck 6-8-16
President Date

Constance McKean 6-8-16
President Date

Dan Kiley 6-14-16
Chief Negotiator Date

Lisa Beames 6-8-16
Chief Negotiator Date

EXHIBIT 1
 ANAMOSA COMMUNITY SCHOOL DISTRICT
 COMBINED SALARY SCHEDULE
 GENERATOR \$30,254+ \$5,516 (FLAT DOLLAR EACH CELL) = \$35,770
 2016-2017

STEP	BA	BA+12	BA+24	BA+36	MA	MA + 15	MA + 30
0	35,770	36,768	37,767	38,765	39,824	40,883	41,942
1	36,768	37,767	38,765	39,764	40,883	41,942	43,001
2	37,767	38,765	39,764	40,762	41,942	43,001	44,060
3	38,765	39,764	40,762	41,760	43,001	44,060	45,118
4	39,764	40,762	41,760	42,759	44,060	45,118	46,177
5	40,762	41,760	42,759	43,757	45,118	46,177	47,236
6	41,760	42,759	43,757	44,755	46,177	47,236	48,295
7	42,759	43,757	44,755	45,754	47,236	48,295	49,354
8	43,757	44,755	45,754	46,752	48,295	49,354	50,413
9	44,755	45,754	46,752	47,751	49,354	50,413	51,472
10	45,754	46,752	47,751	48,749	50,413	51,472	52,531
11	46,752	47,751	48,749	49,747	51,472	52,531	53,590
12	47,751	48,749	49,747	50,746	52,531	53,590	54,648
13	48,749	49,747	50,746	51,744	53,590	54,648	55,707
14	49,747	50,746	51,744	52,742	54,648	55,707	56,766
15	50,746	51,744	52,742	53,741	55,707	56,766	57,825
16	51,744	52,742	53,741	54,739	56,766	57,825	58,884
17		53,741	54,739	55,738	57,825	58,884	59,943
18		54,739	55,738	56,736	58,884	59,943	61,002
19			56,736	57,734	59,943	61,002	62,061
20			57,734	58,733	61,002	62,061	63,120
21			58,733	59,731	62,061	63,120	64,179
22				60,730	63,120	64,179	65,237
23						65,237	66,296

EXHIBIT 2
Salary Index (Generator Base)

STEP Index	BA 0.03300	BA+12 0.03300	BA+24 0.03300	BA+36 0.03300	MA 0.03500	MA + 15 0.03500	MA + 30 0.03500
0	1.00000	1.03300	1.06600	1.09900	1.13400	1.16900	1.20400
1	1.03300	1.06600	1.09900	1.13200	1.16900	1.20400	1.23900
2	1.06600	1.09900	1.13200	1.16500	1.20400	1.23900	1.27400
3	1.09900	1.13200	1.16500	1.19800	1.23900	1.27400	1.30900
4	1.13200	1.16500	1.19800	1.23100	1.27400	1.30900	1.34400
5	1.16500	1.19800	1.23100	1.26400	1.30900	1.34400	1.37900
6	1.19800	1.23100	1.26400	1.29700	1.34400	1.37900	1.41400
7	1.23100	1.26400	1.29700	1.33000	1.37900	1.41400	1.44900
8	1.26400	1.29700	1.33000	1.36300	1.41400	1.44900	1.48400
9	1.29700	1.33000	1.36300	1.39600	1.44900	1.48400	1.51900
10	1.33000	1.36300	1.39600	1.42900	1.48400	1.51900	1.55400
11	1.36300	1.39600	1.42900	1.46200	1.51900	1.55400	1.58900
12	1.39600	1.42900	1.46200	1.49500	1.55400	1.58900	1.62400
13	1.42900	1.46200	1.49500	1.52800	1.58900	1.62400	1.65900
14	1.46200	1.49500	1.52800	1.56100	1.62400	1.65900	1.69400
15	1.49500	1.52800	1.56100	1.59400	1.65900	1.69400	1.72900
16	1.52800	1.56100	1.59400	1.62700	1.69400	1.72900	1.76400
17		1.59400	1.62700	1.66000	1.72900	1.76400	1.79900
18		1.62700	1.66000	1.69300	1.76400	1.79900	1.83400
19			1.69300	1.72600	1.79900	1.83400	1.86900
20			1.72600	1.75900	1.83400	1.86900	1.90400
21			1.75900	1.79200	1.86900	1.90400	1.93900
22				1.82500	1.90400	1.93900	1.97400
23						1.97400	2.00900

Supplemental Contracts Current Schedule

All percentages are computed on a \$27,000 generator base.

<u>Group A</u> (14% - 16%)	<u>Group B</u> (11% - 13%)	<u>Group C</u> (9% - 11%)	<u>Group D</u> (7% - 9%)	<u>Group E</u> (7% - 9%)	<u>Group F</u> (6% - 8%)	<u>Group G</u> (4% - 6%)
Head Baseball	Head Cross Country	Asst. Volleyball	M.S. Band	H.S. Speech	M.S. Head Coach	Cheer - Basketball
Head Basketball	Head Golf	Asst. Baseball	M.S. Vocal	Drama & Drama Club	M.S. Weight Coord.	Cheer - Football
Head Football		Asst. Basketball	Asst. Cross Country			Cheer - Wrestling
Head Softball		Asst. Football				Math Team (Math Club 2-4%)
Head Wrestling		Asst. Softball				Mock Trial - M.S./H.S.
H.S. Band		Asst. Track				Cheer - Competition
H.S. Vocal		Asst. Wrestling				
Head Track		H.S. Weight Coord./Fitness Ctr. Super.				
Head Volleyball		Asst. Soccer				
Head Soccer						

Group H
(4% - 6%)

M.S. Assistant	NHS	JETS
Head Dance/Pom	Clubs: French,	Invention Convention
March Band Choreo.	Spanish,	Prom
H.S. Student Council	Science,	Homecoming
M.S./H.S. Newspaper	Interact,	Math Counts
	Chess	
	M.S. Student Council	

All supplemental contracts are outside of normal school day.

Salaries: (Beg. - Max.) up 1/2% per year to maximum

Coaches will receive credit for prior experience only in the sport or sports they are assigned to coach.

A coach hired for a position for the first time may be granted credit for experience up to a maximum of four (4) years.

EXHIBIT 3

DEFINITION OF "QUALIFIED"

Wherever used in this contract, "qualified" is interpreted to include certification, educational preparation, teaching experience, and relative competence.