

# CHARITON COMMUNITY SCHOOL DISTRICT

Agreement  
with

## CHARITON COMMUNITY EDUCATION ASSOCIATION

July 1, 2017 — June 30, 2018

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## **ARTICLE 1: PREAMBLE**

The Chariton Community School District, in the County of Lucas, State of Iowa, hereinafter referred to as the District or Board, and the Chariton Community Education Association, hereinafter referred to as the Association, recognize the aim of public schools is to provide a quality educational program for the children and youth of the school district. The parties also recognize that the best efforts of the Board, administration, and supervisory staff and teachers are essential to the attainment of this educational objective.

## **ARTICLE 2: RECOGNITION**

### 2.1 Unit

The Board hereby recognizes the Chariton Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive, and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 798) issued by the PERB on the 21st day of September, 1976.

The unit described in the above certification is as follows:

Included: All professional employees of the Chariton Community School District, including all full-time and regular part-time teachers, vocational teachers, music teachers, coaches, special education teachers, learning disability teachers, nurses, librarians, counselors, and Chapter I reading teachers.

Excluded: Superintendent, full or half-time principals, athletic director, all non-professional employees, substitute teachers, and all other persons excluded by Section 4 of the act.

### 2.2 Definitions

- A. The term "Board" as used in this agreement, shall mean the Board of Education of the Chariton Community School District or its duly authorized representatives.
- B. The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as described in paragraph 2.1 above.
- C. The term "Association" as used in this agreement, shall mean the Chariton Community Education Association or its duly authorized representatives or agents.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

### 3.1 Definitions

#### A. Grievance

A "grievance" is a claim by an employee or a group of employees, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

#### B. Exclusions

No matter will be considered a grievance with respect to which there is provided by law another procedure for its consideration and review or which is by law or under the agreement reserved to the Board's judgment or discretion or excluded from the grievance or arbitration procedures.

#### C. Aggrieved Person

An aggrieved person is the person or persons affected by an alleged violation, misinterpretation, or misapplication of this agreement.

D. Days

Except where otherwise expressly stated, the word “days” when used in this article shall mean calendar days.

3.2 Purpose

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

3.3 Procedure

A. Right to Present Grievances

An aggrieved person may be represented at all steps of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the Association. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

B. Association Presence

When an employee is not represented by the Association in a grievance, the Association may nevertheless have a representative present, if it chooses. No matter may be taken to arbitration except with the consent and approval of both the Association and the employee(s) involved in the grievance.

C. Grievance Steps

The following steps shall be followed in pursuing any grievance:

Level One. An employee claiming a grievance shall, as promptly as possible after the alleged violation, discuss it with his principal or immediate supervisor in an attempt to resolve the matter informally.

Level Two. If, as a result of the informal discussion in Level One, the employee feels a grievance still exists and the employee desires to proceed to Level Two, the employee shall, in writing within seven (7) days from the conclusion of the informal consideration in Level One or in any event within twenty-one (21) days after the alleged violation, file a written grievance with the principal or the employee’s immediate supervisor on the form attached hereto. The principal or the employee’s immediate supervisor shall, within seven (7) days following the receipt of the written grievance, meet with the employee to discuss the grievance. Within seven (7) days following this meeting, the principal or the employee’s immediate supervisor shall communicate in writing to the employee the disposition of the grievance with a copy going to the Association if the employee has so requested.

Level Three. In the event an employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee must file within seven (7) days of the employee’s receipt of the written decision from Level Two a copy of the written grievance with the Superintendent. Within fourteen (14) days after such written grievance is filed with the Superintendent, the employee and the Superintendent shall meet to discuss the grievance. Within seven (7) days of the meeting, the Superintendent shall indicate his/her disposition of the grievance in writing and furnish a copy thereof to the Association.

Level Four. If the employee is not satisfied with the disposition of the grievance, there shall be available a Level Four consisting of binding arbitration. The employee must file for Level Four within thirty (30) calendar days of receiving the Level Three disposition. The parties will try to agree on an arbitrator. If they cannot agree, then either party may request the Federal Mediation and Conciliation Service to recommend a list of five (5) arbitrators from which each party will strike two names, the remaining listed person shall serve as the arbitrator for the purpose of rendering a binding opinion to the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasons, and conclusions on the issue submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement.

D. 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. The failure to file or to act on any grievance within the prescribed time limits will act as a bar to the grievance or any further appeal, and the District's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3.4 General Provisions

A. Grievance Handling Time

The processing and handling of grievances will be conducted outside of normal working hours and so as to have no interference with the work of the district; provided, however, that when an aggrieved person is unavoidably required at the request of the District to meet with representatives of the District regarding a grievance at Level Two or above during the work day, such required meeting time will be without loss of pay.

B. Arbitration Costs

The costs of the service of the arbitrator will be borne equally by the Board and the Association. Each party will bear its own costs of the arbitration.

C. Privacy

Except where agreed to be the employee(s) involved, the District and the Association grievance discussions or meetings will be non-public. Arbitration proceedings shall be public or private as determined by the Arbitrator.

**ARTICLE 4: ASSOCIATION RIGHTS**

4.1 Use of Facilities

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 instruction or activity program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. The Association will be advised in advance of those normal costs involved in the use of facility which are determinable in advance. Such facilities may be made available upon reasonable advance notice and approved by the principal.

## 4.2 Communications

### A. Mail

The Association shall have the right to use faculty mailboxes and school e-mail accounts for a reasonable number of appropriate announcements relating to the negotiating agent's business on behalf of the members of the negotiating unit. All materials so disseminated through school channels must be signed by an authorized representative of the Association.

### B. Bulletin Boards

The Association shall be provided appropriate bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business as negotiating agent of the teaching staff. All materials placed on such bulletin boards must be signed by an authorized representative of the Association.

## **ARTICLE 5: DUES DEDUCTION**

### 5.1 Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule 2. An employee who is hired after September 15 shall have 30 days to request dues deduction.

### 5.2 Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth of total dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year. A complete listing of employees and dues deductions will be provided to the district by the association on or before October 1.

### 5.3 Duration

Such authorization shall continue in effect from year to year but may be revoked at any time in writing by a thirty (30) day notice to the Board and to the Association.

### 5.4 Transmission of Dues

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

5.5 In the event that a member has no paycheck, the Board shall not be responsible for the collection of dues for the missed pay period.

5.6 The Board shall have no responsibility to collect dues that may be owing when an employee leaves the employment of the Board prior to the full payment of his/her annual dues.

5.7 The Association shall certify to the Board each year the amount of its lawful dues to be deducted and a list of employees who have authorized such deduction. Such certification shall be amended in writing and delivered to the Board as changes occur in the amount of dues or persons authorizing deductions. The Association will indemnify and hold the Board harmless from any liability resulting from or arising out of the Board's compliance with this Article or acting in reliance on such certification furnished by the Association.

## **ARTICLE 6: OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the District shall deduct from the salary of that employee and make proper remittances for programs such as tax shelters, approved by the State of Iowa 403b plan, flexible spending accounts, income protection insurance and family health and medical insurance which are agreed to and approved by the Board.

## **ARTICLE 7: COMPENSATION**

### **7.1 Basic Salary of Employees**

The basic salary of employees covered by this agreement is set forth in Appendix A, which is attached to and incorporated in this agreement.

### **7.2 Supplemental Salaries**

The schedule for Supplemental Salaries to cover special assignments and duties is attached as Appendix B.

### **7.3 Classification**

Employees will be classified for scheduling purposes by the Board of Education each year. Employees will be placed on the schedule at the levels warranted by their experience, training, and position. Staff members new to the school district may be allowed a maximum of fifteen years previous teaching experience in an accredited school. An employee may be placed on a half-step for one semester of experience.

### **7.4 Reclassification**

Requests for reclassification, with available documentation, will be accepted until August 31 of each year. A certified transcript from the training institution or other suitable evidence satisfactory to the Superintendent must be submitted to the Superintendent's Office by September 30.

Employees who move from one education lane to a higher education lane shall never move more than one step up on the higher lane as a part of said move.

Employees new to the district shall not be eligible for reclassification.

**7.5** College course credit or other acceptable credit taken for the purpose of advancement on the salary schedule must be approved by the Superintendent. Employees who contemplate taking a course should seek prior approval to avoid taking courses for which approval may be withheld. The salary schedule calls for semester hours of credit.

**7.6** Employees who have not performed in a manner satisfactory to the District may be held on step until such time as the deficiencies have been corrected after an evaluation.

**7.7** The nurse shall be paid between a .90 and 1.50 factor of the salary schedule with an increase of .04 for each year of experience up to a maximum 1.50.

7.8 Method of Payment

A. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their pay stubs by e-mail or at their regular building on regular school days. All employee checks will be directly deposited in the employee's bank account.

B. Exceptions

1. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay stubs on the last previous working day.
2. Employees new to the district and classified on Step 1 of Appendix A shall, at their option after five days of service, receive a salary payment of \$200.00 to be deducted from their September checks.

C. Final Pay

Each employee shall have the option of receiving all or any part of his/her earned, contracted salary on the last pay period of the in-school work year if the employee is terminating and is not on a continuing contract for the next school year. This option is available on a first come / first serve basis with the number of employees eligible not to exceed 3.

D. Summer Checks

Summer checks will be direct deposited and pay stubs will be made available for pick up at the employee's regular building, held at the district office, or sent by e-mail.

7.9 Mileage

Employees will be paid mileage at the Iowa Statutory reimbursement rate per mile for required use of their own automobiles for travel between schools during the day and for approved field trips. Mileage will not be paid in connection with travel to the first assignment of the day, from the last assignment of the day, or as to extra-curricular assignments.

7.10 Covering Class

In the event an employee covers a class for another employee, a payment of \$15.00 per class period will be made by the District to the covering employee. It is understood that class covering may decrease preparation time, and, therefore, it shall not be a breach of this contract if the employee does not receive contractual preparation time because he/she covered another employee's class.

7.11 Saturday In-School Suspension Pay

Saturday in-school suspension pay shall be \$18.00 per period for two or more periods per day or a minimum of \$25.00 per day. Compensation shall begin at 8:00 a.m. Notification of the duty shall be according to the pre-established duty schedule and confirmed on the day (Friday) prior to the duty. Saturday in-school suspension will not be scheduled for teachers during a regularly scheduled holiday or vacation period.

7.12 Summer School Pay

Employees employed for summer school shall be paid hourly base pay multiplied by 125% for the hours worked and shall be paid a single lump sum to be included on the employee's regularly scheduled payday following the end of the summer teaching term.

## ARTICLE 8: INSURANCES

### 8.1 Coverage

- A. The following insurance coverage shall be provided for all full-time employees (30 hours and over per week), for the contract period:

Hospital and Major Medical All covered medical conditions shall be subject to the deductible. The deductible limits shall be \$500.00 for single coverage and \$1000.00 for family coverage per calendar year

Dental

Life Insurance (\$10,000.00 Group Term)

Optical Insurance

Optical insurance will be offered as a group option for those employees who wish to purchase it.

- B. Single coverage is provided at no cost to the employee. Family coverage and long term disability coverage will be provided for all full-time employees (30 hours and over per week) with the District paying 75% of the premium cost and the employee paying 25% of the premium cost. When both spouses are full-time employees of the district, family coverage will be offered with the district paying 85% of the premium cost and the employee paying 15% of the premium cost. Long term disability is available to employees to the maximum age provided by the policy. Dividends derived from the long term disability insurance shall be the property of the District.
- C. Schedule of premium payment and the rules necessary for implementation of the above programs have been developed between the District and the insurance carrier.
- D. If any portion of the existing coverage becomes unavailable from insurance companies qualified to do business in Iowa, the District shall not be required to self-insure and said coverage shall be considered discontinued until again available. Comparable shall be defined to mean a level of coverage that is equal to or better than the current level of insurance coverage maintained by the district.
- E. Notwithstanding the foregoing provisions of this section, the District may require employees to utilize programs designed to decrease or minimize premiums provided only that said programs do not reduce benefits.

### 8.2 Continuation

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date. If the non-paid leave (Art. 9.7) is due to illness or injury (as defined in Art. 9.1.B) and the employee has exhausted his/her paid sick leave, the District will continue to pay for Hospital and Major Medical coverage through August 31 following the school year in which the sick leave was exhausted.

## ARTICLE 9: LEAVES

### 9.1 Personal Illness

#### A. General

Employees shall be granted fifteen (15) days of sick leave per year. Sick leave may be accumulated to one-hundred-twenty (120) days, providing these days have been accumulated through consecutive years of service.

#### B. Definition

Sick leave is defined as “absence for personal injury or illness” (which is not “compensable” under Iowa’s Workers Compensation Law) and shall not be construed to include absence necessitated by illness or injury in family.

#### C. Pay

Full pay will be granted for sick leave. Employees absent more than their sick leave credit due to continuing bona fide disability from sickness or injury otherwise covered by the personal illness or injury leave policy set out in this Article will be granted leave without pay as provided in section 9.7.

#### D. Verification

A statement by the employee, verifying the absence by reason of illness, may be requested by the employer and may be required to be supported by medical certification or other medical evidence of disabling sickness or injury. The employer may also request a statement of medical evidence that the employee is physically capable of returning to work.

#### E. Sick Leave Record

Employees will be given a copy of a written accounting of accumulated sick leave by Sept. 1.

#### F. Compensable Injury

An employee who is absent by reason of illness or injury which is compensable under Iowa’s Workers Compensation Law and for which worker’s compensation is paid, may by written request elect to supplement worker’s compensation payments with sick leave payments equal to the difference between full pay and worker’s compensation pay for the period (up to the total sick leave accumulation days of the employee) of such compensable absence. If the employee so elects, such supplemental payments will be charged against accumulated sick leave for each day with respect to which a supplemental payment is received. If no such election is made, absence due to compensable injury or illness will not be charged against sick leave credit.

### 9.2 Serious Family Illness or Death

#### A. Serious Illness

Subject to 9.2.E, leave of not more than five (5) days per school year. Leave will be granted in case of serious illness to the following relatives: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, and grandchild.

In the case of the illness of a non-immediate family member (or close friend, but only with the superintendent’s permission) absence will be allowed, not exceeding one (1) day. This paragraph may be used by an employee for a maximum of one (1) use per year. Use of this section of the contract will be deducted from the employee’s serious illness family leave.

Clarification: Up to five (5) serious illness (family sick leave) days can be used for the birth of a child/grandchild within 10 calendar days of the child's birth.

B. Death in Immediate Family

Subject to 9.2.E, leave of not more than seven (7) days per school year will be granted in case of death in the immediate family of the employee, said immediate family being limited to the following persons: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, and grandchild.

C. Non-Immediate Family

Subject to 9.2.E, in the case of the death of non-immediate family member or (close friend, but only with superintendent's permission) absence will be allowed, not exceeding one (1) day for attendance at the funeral, or two (2) days if out of state travel is required to attend the funeral. This paragraph may be used by an employee for a maximum of one (1) funeral per year.

D. Death of Fellow Employee

In the case of the death of a fellow employee or employee's spouse, absence without loss of pay will be allowed for attendance at the funeral (one-half ( $\frac{1}{2}$ ) day if services within 30 miles of Chariton, full day if services further away). Absences hereunder shall be limited by the availability of substitutes.

E. Leave Credits and Charges

Leaves under this Section 9.2 A, B, C, and D are not accumulative from year to year. Leaves under Paragraph A, B, C, and D shall be paid provided that the maximum total annual leave under A, B, C, and D shall not exceed ten (10) days.

F. Sick Leave Bank

Each person may elect to donate one day of sick leave and one day of serious illness leave per year to a fellow employee in need, with prior permission and approval from the superintendent.

9.3 Jury

Any employee called for actual jury duty required to be served shall be given leave without loss of pay for that purpose. Any fees or remuneration the employee receives during such leave shall be turned over to the Chariton Community School District, and shall serve as evidence of required jury service.

Any employee subpoenaed by the court system for a job-related incident shall be granted leave without loss of pay. The employee must make request for the leave in a timely fashion and submit the proper paperwork from the court/lawyer. If an employee is subpoenaed for a non-work related incident, the employee will have the equivalent of the cost of a substitute deducted from his/her pay.

9.4 Military Leave

The Board and Association agree to abide by the provisions and policies of the Federal Selective Service and Training Act and Chapter 29A of the Iowa Code and to cooperate together to implement these policies in the administration of this agreement.

9.5 Personal Leave

Employees will be granted two (2) days per year personal leave, with no reduction of salary. Employees have the option of electing not to take one or both personal leave days, or may carry over one (1) day, or receiving \$60.00 per day not taken in lieu thereof, subject to normal payroll deductions. An employee planning to use a personal leave day shall notify the principal as far in advance as is practicable, but in any event at least two (2) school days in advance. It is understood that the number of employees granted personal leave at any given time may be limited to an aggregate of six (6), or two (2) per principal and three (3) in the high school. It is also understood that the limitations stated in this section as to advance notice of two (2) school days and as to numbers of employees may be waived by the Superintendent in the event of the employee desiring to use this leave for an emergency situation, such as death or serious illness in the family not otherwise provided for in this Article 9. Employees will be given a written accounting of personal leave after the commencement of each school year.

9.6 Leaves for Professional Activities

A. Professional Leave

Employees may be permitted to attend professional conferences, workshops, or seminars for work-related purposes, without loss of pay, and provided that those employees who are board members of recognized professional educational organizations, excluding NEA, ISEA, and subdivisions thereof, will be granted professional leave necessary to satisfy their responsibilities to that organization. Requests for such leave shall be made to the Superintendent. Wherever practicable, such requests shall be made at least five (5) days in advance of the absence. The Superintendent may agree to reimburse the employee for a portion or all of such expenses of travel, meals, lodging, and registration fees in connection with such leave. Arrangements for such reimbursement will be made at the time of granting of such leave.

9.7 Leave of Absence Without Pay

An employee may be granted a leave of absence without compensation or longevity credit towards advancement on the salary schedule for personal reasons, for a period of up to one (1) year, provided it does not in any way injure the program of the school. Schedule increments are not allowed for such leave. Accumulated sick leave will be retained during the duration of the leave of absence, but there shall be no accumulation of fringe benefits during the period of the leave of absence except as set forth in Art. 8.2. The conditions under which a person may return from a leave for personal reasons shall be determined by the Board at the time of approval of request for leave.

9.8 Association Leave

Paid leave will be granted for up to two (2) employees for a maximum of two (2) days each to attend the Iowa State Education Association Delegate Assembly provided that the School District will be reimbursed for the cost of substitute teachers employed in such circumstances.

A total of five (5) days shall be available to those employees who are board members or officers of UNISERV 8, ISEA, and NEA to attend conferences, conventions, or business of said organizations. This shall be paid leave. Notice shall be given to the employee's principal at least five (5) school days in advance except in cases of emergency. The School District will be reimbursed for the cost of substitute teachers.

9.9 Request for Leave

Except where otherwise provided, requests for leave shall be submitted to the building principal, or the employee's immediate supervisor.

## ARTICLE 10: EMPLOYEE WORKDAY AND WORKYEAR

### 10.1 Work year

A. The regular contract of employees, with the exception of extended and supplemental contracts, shall be one-hundred-eighty-eight (188) days and shall include the following: one-hundred-eighty (180) teacher-student contact days and eight (8) professional days to be used for in-service, conferences, preschool workshop, clerical and record keeping, or related use as determined by the District. Any additional days beyond the stated current contract shall be paid per diem (per diem shall be defined as the individual's index multiplied by the base salary and divided by 188). Five unpaid holidays shall be recognized—Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

B. The District may provide employees new to the District the opportunity to attend up to two (2) days of orientation. The employee will receive \$40.00 per full day or \$20.00 per half day, if they choose to participate.

### 10.2 Workday

#### A. Normal Day

The normal workday will begin at 7:55 a.m. and end at 3:55 p.m.

Additional hours may be required for extra-curricular assignments as specified in Appendix B, staffings, involuntary transfer meetings with employees, open houses, and for other supervision duties. Additional time required by the employer for meetings (including, but not limited to faculty, curriculum, department, and committee) shall be limited to no more than two (2) hours per calendar month per employee. In the event the District shall require meetings in excess of two (2) hours per calendar month, the additional time shall be made available during the school day by early release or, alternatively, shall be compensated at one and one-half times the employee's per diem hourly rate, at the District's option. Employees may leave on Fridays and preceding holidays or vacations at the end of the student day provided that their responsibilities have ended.

When school is dismissed early or starts late due to inclement weather, employees may leave/arrive at such time that all responsibilities for students have ended, as confirmed by the building principal.

In the event the student day starts later or dismisses earlier than normal, then and in that event, the employee workday shall be similarly adjusted and an employee may arrive at or depart from his/her designated building at the adjusted time. If school is dismissed early for homecoming activities, all teachers will attend the activities (assembly and parade) or remain at their respective schools and work.

Employees who become ill or injured, according to the provisions of Paragraph 9.1.B, at the end of the student day, may leave the building with the approval of their supervisor without loss of pay or sick leave.

#### B. Lunch Periods will be provided as part of the normal workday as follows:

High School Except for lunch duty which is assigned on a rotational basis, or on days when the supervisors are absent, employees will be provided with a duty free lunch period of at least thirty (30) consecutive minutes.

Middle School Except for hall or playground duty which is assigned on a rotational basis, or on days when the supervisors are absent, employees will be provided with a duty free lunch period of at least thirty (30) consecutive minutes.

Elementary Schools Except on inclement weather days, absence of an aide, or other emergency situations which may occur, all elementary teachers will be provided a duty free lunch period of at least thirty (30) consecutive minutes.

C. Preparation Time

Preparation time will be provided on the following basis:

High School 230 minutes per week.

Middle School 210 minutes per week. Those persons working at both the High School and Middle School or Elementary School and Middle School will be given preparation time of 230/210 or 100/210 dependent upon the building at which their preparation time is given as provided by their daily schedule.

Elementary Schools 100 minutes per week. Except when it is not possible to obtain a substitute for "specials" elementary teachers will be provided at least one-hundred (100) minutes per week for preparation time during a normal week. In a normal week there shall be no staffings scheduled during said preparation time.

D. Leaving School

Employees may leave the building during preparation time with notification to and approval of their supervisor, or, if unavailable, his/her designated representative. Employees not on assigned duty may leave the building during their lunch period without notification.

**ARTICLE 11: STAFF REDUCTION**

11.1 Coverage

All certified Personnel.

11.2 Termination

When one or more teachers are to be reduced because of change in size or nature of the student population, because of the phasing out of a special program, because of budget limitations, or because of changes in curriculum due to the changing needs of students; the following procedure shall be followed.

- A. All covered employees shall be grouped within the following categories according to their current teaching assignments. Temporary transfers (up to one year) will remain in their previous/original pool. The relevant staff reduction will come from these categories.

1. District-wide Categories:
  - a. Art
  - b. Music
  - c. Physical Education
  - d. T.A.G.
  - e. Librarian
  - f. Nurse
  - g. Special Education
  - h. Health
  - i. Foreign Language
  - j. Industrial Technology
  - k. Family and Consumer Science
  - l. Business Education
  - m. Agriculture Education
  - n. Alternative Education/At-Risk
2. Elementary Categories:
  - a. Elementary Classroom Teachers, K—5, including Title I
  - b. Guidance
  - c. English as Second Language
  - d. Grant-funded pre-kindergarten
3. Middle School Categories:
  - a. Language Arts
  - b. Math
  - c. Science
  - d. Social Studies
  - e. Guidance
  - f. English as Second Language
4. High School Categories:
  - a. Language Arts
  - b. Math
  - c. Science
  - d. Social Studies
  - e. Guidance
  - f. English as Second Language

- B. From the relevant category any employee with emergency or temporary license shall be reduced.
- C. If further reduction is necessary, then that regularly licensed employee with the least seniority shall be reduced. Seniority is the total number of years of service in the Chariton Community School District.
- D. In those situations where seniority is the same, and therefore cannot be the decisive criterion, the employee with the least amount of training, as reflected by his/her classification on the salary schedule, will be reduced.
- E. If neither seniority nor training are determinative of who is to be reduced, then the employee with the least outside teaching experience (no employee to be credited with more than fifteen years outside experience) shall be reduced.

- F. In cases where none of the above determine which teacher shall be reduced, then the one judged least competent and effective after a thorough investigation and evaluation by the employer shall be reduced.
- G. By November 1 of each year the District will provide the Chariton Community Education Association President with a list of every employee's category classification, seniority, training amount, and credited outside teaching experience. It is the intent of the District and the Association that no teacher who has been continuously employed by the District since June 30, 1993, shall be reduced before a less senior teacher unless he or she would have been reduced under the staff reduction procedures as they existed on June 30, 1993. Therefore, teachers retain seniority rights to positions listed above in A if they had seniority rights in reduction categories as the reduction categories existed on June 30, 1993.

11.3 Recall Provisions

- A. Any teacher terminated pursuant to Article 11 of this contract will be considered for recall for a period of one (1) year.
- B. Any teacher who resigns upon request for reasons of staff reduction, or who, for these reasons, is reduced under Section 279.13, Code of Iowa, shall be considered for recall rights provided by this policy unless these rights are specifically waived in writing. The Board shall annually provide the CCEA with a current list of those who have retained such recall rights provided by this Article.
- C. Persons shall be considered for recall in the reverse order of their reduction.
- D. Employees laid off for staff reduction shall advise the Board Secretary of their current addresses and other employment during layoff.
- E. If an employee fails to notify the Board Secretary of a change of address or fails to notify the Board Secretary of his/her desire and availability to return to work, within five (5) days (excluding Saturdays, Sundays, and legal holidays) from the date of attempted delivery by certified mail of notice of recall; then any recall rights shall terminate.

11.4 Notification

- A. The administration shall provide written notice to the Chariton Community Education Association and to affected personnel of such possible reductions of staff which may become effective the following year.
- B. The above notice shall be given to potentially affected personnel and to the CCEA by April 30 of each year.
- C. Should personnel designated by the Board of Education for reduction fail to give their written resignations within the time period prescribed by law, the Board shall provide for reduction under 279.13 of the Code of Iowa.

- 11.5 Benefits  
A. Any teacher who is re-employed for a position after reduction pursuant to this Article, shall be placed on the salary schedule at the step above the one in effect at the time of his/her departure, and when reinstated, receive all fringe benefits accumulated at the time of departure.

- 11.6 S. F. 205  
The above procedures insofar as the application of seniority is provided for are subject to the “just cause” and “criteria” procedures and provisions of Senate File 205 amending Sections 279.13 and 279.24 of the 1993 Iowa Code and shall be followed so long as and to the extent that they are not determined to be improper by an authority appropriate to make such determination. The Association will indemnify and save harmless the District from any liability arising out of conformance with these procedures.

## **ARTICLE 12: TRANSFER PROCEDURES**

- 12.1 Voluntary Transfers  
A. Definition  
A transfer is the movement of an employee to a building, grade level, or curricular area other than that to which he/she is currently assigned.  
B. Notification of Vacancies  
1. Notice  
A notice of a vacancy created within the District shall be forwarded to all employees and to the Association President for posting. Seven (7) days will be allowed to request a transfer prior to the final date when applications must be submitted. This notification shall be forwarded to the Association President when school is not in session and published once in the classified advertisement section of a Chariton newspaper.  
2. Filing Requests  
Employees who desire a transfer may file a written statement of such desire with the Superintendent. Such written statement shall include the position to which the employee desires to be transferred.  
C. Procedure  
The Board will determine those employees who shall be transferred and the date upon which the transfer shall become effective. The Board shall give the employee notification of the denial of such transfer.
- 12.2 Involuntary Transfers  
A. Definition  
A transfer is the movement of an employee to a building, grade level, or curricular area other than that to which he/she is currently assigned.  
B. Notification of Transfer  
A transfer may be necessitated at any time as a result of a change in programming, a change in the number of pupils in an attendance area or class, or as a result of Board approved program modification; however, the Board agrees to notify the employee of involuntary transfers as soon as possible or under normal conditions not covered above, not later than May 1.

C. Procedures

1. An involuntary transfer shall be made only after a meeting with the employee involved, scheduled with not less than one day's prior written notice, at which time the employee may make his/her views and recommendations known concerning such transfers.
2. All employees being considered for involuntary transfers may request the position, in order of preference, to which they wish to be transferred. The District shall give consideration to these desires when possible and no position shall be filled by means of involuntary transfer if, in the judgment of the Superintendent, there is a volunteer who is as qualified and available to fill the position. Such judgment will not be exercised arbitrarily or capriciously.

12.3 Temporary Transfers

These procedures shall not be required in connection with temporary transfers of twenty (20) school days or less.

**ARTICLE 13: EVALUATION PROCEDURES**

- 13.1 Prior to any formal evaluation, the building principal shall acquaint each employee under his/her supervision with the evaluation procedures and criteria. The purpose of the orientation is to achieve an understanding of the evaluation system.
- 13.2 Evaluation will include both formal and informal procedures. All formal evaluation shall be conducted with the knowledge of the employee.
- 13.3 The Teaching (coaching) performance of a full-time first and second year teacher shall be formally evaluated a minimum of two (2) times during the school year. Beyond the second year, performance shall be evaluated at least once every three (3) years.
- 13.4 Results of each formal classroom observation shall be in writing with a copy given to the employee within ten (10) days of the observation. Within ten (10) days of the receipt of the written evaluation form, the employee shall return the form to the evaluator. A conference between the evaluator and the employee will be held within twenty (20) days of the observation. The employee shall sign the evaluation results confirming that a conference has been held.
- 13.5 The written evaluations may identify areas of non-proficiency which have been observed by the evaluator. When areas of non-proficiency are noted, the evaluator and employee, in collaboration, shall design a written program for improvement. The plan of improvement shall include a timetable for the correction of deficiencies and re-evaluation. Following re-evaluation, subsequent evaluations which fail to note the same areas of non-proficiency shall be interpreted to mean adequate improvement has taken place.
- 13.6 Any written material resulting from informal evaluation which is to be included in the employee's personnel file shall be shown to the employee who will sign the same confirming that a copy has been shown to him/her.
- 13.7 The employee shall have the right to submit an explanation or other written statement regarding the evaluation for inclusion in his/her personnel file. The absence of comments by the employee shall indicate agreement with the evaluation. The teacher shall have the right to a second evaluation upon

receiving an unsatisfactory evaluation. Request for a second evaluation must be made within ten (10) days following the post observation conference with the evaluator.

- 13.8 Employees shall have the right to review the contents of their personnel files, except for confidential credential materials. The employee shall be notified in writing within four (4) working days that a complaint has been received and is under investigation. The employee shall be notified within two (2) weeks of the conclusion thereof.
- 13.9 An employee who has been evaluated has the right to grieve that said evaluation is inaccurate, places undue emphasis on selected criteria, is not based upon the evaluation criteria, or is in violation of the procedures in this article through the grievance procedure as set forth in this agreement.
- 13.10 Evaluation of employees as to matters appropriate for consideration other than classroom teaching performance shall be based upon published Board or Superintendent rules and policies, or as provided by law. The employee shall be notified in writing of any adverse evaluation and the reasons therefore.
- 13.11 Evaluation shall include two separate forms. The summative evaluation form will be placed in the staff member's personnel file after a formative evaluation has been completed. The summative and formative evaluations will be conducted within the same school year. The formative evaluation will be kept strictly confidential between the staff member and the evaluator. However, the formative evaluation shall be available to the Superintendent in the case of an employee deemed unsatisfactory by his/her evaluator on the summative form.
- 13.12 Summative and formative evaluation forms as tentatively agreed to on or about July 10, 2006, shall not be changed by the District without the prior consent of the Association.
- 13.13 With respect to the deadlines in Article 13, if a deadline falls upon a Saturday, Sunday, or a legal holiday, the deadline shall be extended to the next weekday.

#### **ARTICLE 14: HEALTH AND SAFETY PROVISION**

14.1 Health

Newly hired employees shall provide to the District a health examination on a form provided by the District substantially similar to that attached to this Agreement as Schedule 3, from a licensed physician attesting to their physical fitness. If a staff member is a positive reactor to the Mantoux test, he/she will be required to have a chest x-ray. The physical will be filed with the Board Secretary before September 1.

14.2 Safety

- A. The District shall endeavor to maintain a safe place of employment and conform to safety and health standards as they apply to the District. Any safety claim of an employee shall be subject to the Federal and State laws providing for such and shall not be subject to the grievance procedure of this Agreement.
- B. No employee will be required to search for a bomb after a building is evacuated, but will be expected to survey his/her area before leaving the building.

14.3 Drug Free Workplace

All facilities to include buildings and grounds associated with CCSD will be both drug free and tobacco free.

## ARTICLE 15: GENERAL PROVISIONS, DURATION

### 15.1 Separability and Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be inoperative to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. Nothing contained in this contract shall be construed as to require the Board or the Association to violate any applicable laws. Both the Board and the Association state that it is their intent to comply with all existing laws.

### 15.2 Complete Agreement

This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designated under said section as negotiable for collective bargaining purposes, 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 Board and the Association, for the life of this Agreement, 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.

It is nevertheless understood that by mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties and attached to this contract.

### 15.3 Salary Enhancement Pursuant to Iowa Code Chapter 294A

The Board shall distribute funds received by the District pursuant to Chapter 294A, Code of Iowa, as follows.

A. Funds received by the District for the purpose of “Teacher Salary Supplement” will be distributed by index according to funds available from the TSS categorical distribution. Any changes in TSS categorical funds will result in a corresponding adjustment in the distribution.

#### B. Salary Enhancement Reopener

The parties further mutually agree to negotiate any modifications in, or additions to, the foregoing which are required by law to be negotiated.

### 15.4 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 telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party. If by Association, to Board at Superintendent’s Office, 140 East Albia Road PO Box 738, Chariton, Iowa 50049. If by Board, to the Association President at the most recent address provided by the Association President to the Board.

### 15.5 Duration

Except as otherwise expressly provided, this agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2018.

A. Summer Assignment

Compensation rates for Summer assignments shall be related to the contract year ending June 30 of that summer.

B. Renewal

This Agreement shall automatically continue in force and effect for an equivalent period unless on or before February 1 either party notifies the other in writing of a desire to modify, amend, or terminate this Agreement.

15.6 Schedules, Appendices, and Exhibits

Attached hereto and by this reference made a part hereof are the following:

- Schedule 1: Grievance Report Form
- Schedule 2: Dues Deduction Authorization Form
- Schedule 3: Health Examination Form
- Appendix A: Salary Schedule
- Appendix B: Schedule for Extra-Curricular Pay

15.7 Signature Clause

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the \_\_\_\_\_ day of \_\_ \_\_\_\_\_.

**CHARITON COMMUNITY EDUCATION ASSOCIATION**

**CHARITON COMMUNITY SCHOOL DISTRICT**

By \_\_\_\_\_  
**Its President**

By \_\_\_\_\_  
**Its President**

By \_\_\_\_\_  
**Its Chief Negotiator**

By \_\_\_\_\_  
**Its Chief Negotiator**

**CHARITON COMMUNITY SCHOOL**  
**Chariton, Iowa**

APPENDIX A

SALARY SCHEDULE 2017-2018

Generator Base for schedules A & B: \$31,865

TSS Index (1.0): (to be determined)\*\*

Combined Salary Schedule: (To be determined)\*\*

\*\* Amount is subject to adjustment after total indices are finalized.

Step	1.00	31,865	1.04	33,140	1.08	34,414	1.12	35,689	1.16	36,963	1.20	38,238
	BA		BA + 15	BA + 30		MA	MA + 15		MA + 30			
1	1.00	31,865	1.04	33,140	1.08	34,414	1.12	35,689	1.16	36,963	1.20	38,238
2	1.04	33,140	1.08	34,414	1.12	35,689	1.16	36,963	1.20	38,238	1.24	39,513
3	1.08	34,414	1.12	35,689	1.16	36,963	1.20	38,238	1.24	39,513	1.28	40,787
4	1.12	35,689	1.16	36,963	1.20	38,238	1.24	39,513	1.28	40,787	1.32	42,062
5	1.16	36,963	1.20	38,238	1.24	39,513	1.28	40,787	1.32	42,062	1.36	43,336
6	1.20	38,238	1.24	39,513	1.28	40,787	1.32	42,062	1.36	43,336	1.40	44,611
7	1.24	39,513	1.28	40,787	1.32	42,062	1.36	43,336	1.40	44,611	1.44	45,886
8	1.28	40,787	1.32	42,062	1.36	43,336	1.40	44,611	1.44	45,886	1.48	47,160
9	1.32	42,062	1.36	43,336	1.40	44,611	1.44	45,886	1.48	47,160	1.52	48,435
10	1.36	43,336	1.40	44,611	1.44	45,886	1.48	47,160	1.52	48,435	1.56	49,709
11	1.40	44,611	1.44	45,886	1.48	47,160	1.52	48,435	1.56	49,709	1.60	50,984
12	1.44	45,886	1.48	47,160	1.52	48,435	1.56	49,709	1.60	50,984	1.64	52,259
13	1.48	47,160	1.52	48,435	1.56	49,709	1.60	50,984	1.64	52,259	1.68	53,533
14			1.56	49,709	1.60	50,984	1.64	52,259	1.68	53,533	1.72	54,808
15			1.60	50,984	1.64	52,259	1.68	53,533	1.72	54,808	1.76	56,082
16					1.68	53,533	1.72	54,808	1.76	56,082	1.80	57,357
17							1.76	56,082	1.80	57,357	1.84	58,632
18							1.80	57,357	1.84	58,632	1.88	59,906
19									1.88	59,906	1.92	61,181
20											1.96	62,455
21											2.00	63,730
22											2.04	65,005
LONGEVITY				\$225								

Teachers who have been on the last step of each salary lane for more than one year will be paid an additional \$225 in longevity pay.

**CHARITON COMMUNITY SCHOOL**  
**Chariton, Iowa**

APPENDIX B

SCHEDULE FOR EXTRA-CURRICULAR PAY 2017-2018

All pay will be a percent of the BA generator base on the salary schedule.

Level I - 15%	Level II – 12%	Level III – 10%	Level IV – 8%	Level V – 5.5%
Head Baseball	Head Volleyball	Assist. Baseball	Assist. Track (Boys)	Cheerleader (Football)
Head Basketball (Boys)		Assist. Basketball (Boys)	Assist. Track (Girls)	Cheerleader (Basketball)
Head Basketball (Girls)		Assist. Basketball (Girls)	MS Basketball (Boys)	Cheerleader (Wrestling)
Head Football		Assist. Football	MS Basketball (Girls)	MS Assist. Football
Head Softball		JV Football	MS Football	Drill Team
Head Wrestling		Freshman Football	MS Track (Boys)	
		Golf (Girls)	MS Track (Girls)	
		Golf (Boys)	MS Wrestling	
		Assist. Softball	MS Cross Country	
		Tennis (Boys)	MS Volleyball	
		Tennis (Girls)		
		Track (Boys)		
		Track (Girls)		Weight Room Supervisor:
		Assist. Wrestling		(5%) Semester 1 – July 1 – Dec. 31
		Cross Country (Boys)		(5%) Semester 2 – Dec. 31 – June 30
		Cross Country (Girls)		
		Soccer (Girls)		
		Soccer (Boys)		
		JV Volleyball		
		Freshman Volleyball		

\*\*Assistant coaches may be added on an “as needed” basis. If the assistant coach position is not listed in the contract, they will be paid at one level below the head coach.

Special Education Instructor \$620.00 shall apply only to those special education instructors who were employees of CCSD and were full time special education instructors for the 1999/2000 school year.

Summer Drivers Education \$150.00/student

APPENDIX B CLASS AND ORGANIZATION SPONSORS 2017-2018

<u>Clubs:</u>		<u>Organizations:</u>	
Art Service	3%	Academic Bowl	4%
C Club	2%	Class Sponsors:	
FBLA	4.5%	Senior	2%
FFA	6%	Junior	10%
NHS	5%	Sophomore	1%
FCCLA	5%	Freshman	1%
Spanish Club	3%	Plays	6%
Student Council	4%	Speech	5%
Foreign Exchange Adv.	3%	SAT	2% (limit of 23, including the school nurse)
<u>Classes:</u>			
HS Yearbook	7%		
Newspaper	1.5%		
MS Yearbook	2%		
HS Instrumental Music	15%		
MS Instrumental Music	10%		
HS/MS Vocal Music	15%		
Elem. Vocal Music	4%		
TV Scheduling	10%		
Detention	3%		

Activities with multiple sponsors—the percentage will be divided by the number of sponsors. (The percentage represents the amount of payment for the job.) The amount of payment will be determined by taking the percentage times the BA base.

Triple & more building teacher — \$200.00. (Not to exceed 7. If so, the money will be shared on a pro-rata basis, but not to exceed \$200.00.)

ASSIGNMENT

Adopted Amount

Working Ball Games	\$15.00
Pep Bus Sponsors	12.00
Coach Driving Bus per mile rate of regular drivers (excluding practices and in-town activities)	

Pay for state-sponsored activities will be made according to the District pay schedule for the activity, but not less than that reimbursed the District as pay for the activity by the state organization.  
All pay will be a percent of the BA generator base on the salary schedule.

APPENDIX B 17-18

BASE \$31,865  
 INCREASE 103.0%

LANES	15.0%	12.0%	10.0%	9.0%	8.0%	7.5%	7.0%	6.5%	6.0%	5.5%	5.0%	4.0%	3.0%	2.0%	1.5%	1.0%
STEPS 1-2	\$4,780	\$3,824	\$3,187	\$2,868	\$2,549	\$2,390	\$2,231	\$2,071	\$1,912	\$1,753	\$1,593	\$1,275	\$956	\$637	\$478	\$319
STEPS 3-4	\$4,923	\$3,939	\$3,282	\$2,954	\$2,626	\$2,462	\$2,297	\$2,133	\$1,969	\$1,805	\$1,641	\$1,313	\$985	\$656	\$492	\$328
STEPS 5-6	\$5,071	\$4,057	\$3,381	\$3,043	\$2,704	\$2,535	\$2,366	\$2,197	\$2,028	\$1,859	\$1,690	\$1,352	\$1,014	\$676	\$507	\$338
STEPS 7-8	\$5,223	\$4,178	\$3,482	\$3,134	\$2,786	\$2,611	\$2,437	\$2,263	\$2,089	\$1,915	\$1,741	\$1,393	\$1,045	\$696	\$522	\$348
STEPS 9-10	\$5,380	\$4,304	\$3,586	\$3,228	\$2,869	\$2,690	\$2,511	\$2,331	\$2,152	\$1,973	\$1,793	\$1,435	\$1,076	\$717	\$538	\$359
STEPS 11-12	\$5,541	\$4,433	\$3,694	\$3,325	\$2,955	\$2,771	\$2,586	\$2,401	\$2,216	\$2,032	\$1,847	\$1,478	\$1,108	\$739	\$554	\$369
STEPS 13-14	\$5,707	\$4,566	\$3,805	\$3,424	\$3,044	\$2,854	\$2,663	\$2,473	\$2,283	\$2,093	\$1,902	\$1,522	\$1,141	\$761	\$571	\$380

**Appendix B Salary Schedule Guidelines**

1. While employed by the Chariton Community School District, a person moving from one assistant coaching position to the head coaching position of that activity will be placed on Step 1 of the head activity, unless he/she has had previous experience as head coach in the same sport in this school district.
2. When a person moves from a head coaching position to an assistant coaching position, all years of experience in this school district will be granted.
3. A person accepting an activity assignment in which he/she has had no previous experience in this school district will be placed on Step 1.
4. Any person moving within the same activity from middle school to high school or from high school to middle school in this district on the assistant level will be granted all years of experience.
5. When switching positions in the same activity in which there are boys' and girls' activities, a person will be granted all years of experience obtained in this district.
6. At the time of initial employment in this school district, a person may be allowed experience credit equal to half the number of steps on the Appendix B salary schedule (Steps 7-8).