Independence CSD	Independence Teacher's Assn.	7/1/2006	6/30/2007

INDEPENDENCE CSD | TEACHER'S ASSN. 06-07

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT

Agreement Between

Independence Teachers' Association

and the

Board of Education

July 1, 2006 to June 30, 2007

TABLE OF CONTENTS

Article	I	Agreement	4
Article	II	Recognition	5
Article	III	Grievance Procedure	6
Article	IV	Use of Facilities	11
Article	V	Access to Members	12
Article	VI	Notices	13
Article	VII	Payroll Deductions	14
Article	VIII	Individual Contracts	17
Article	IX	Separability and Savings Clause	18
Article	X	Duration	19
Article	XI	Wages and Salaries	20
Article	XII	Supplemental Pay	24
Article	XIII	Insurances	27
Article	XIV	Sick Leave	29
Article	XV	Temporary Leaves	31
Article	XVI	Extended Leaves	35
Article	XVII	Employee Work Year	38
Article	XVIII	Employee Hours	39
Article	XIX	Health Provisions	40
Article	XX	Employee Evaluation Procedures	41
Article	XXI	Personnel File	46

Article	XXII	Voluntary Transfer Procedure	48
Article	XXIII	Involuntary Transfer Procedure	49
Article	XXIV	Staff Reduction	50
		Signature Page	54
Appendix A		Grievance Report	55
Appendix B		Salary Schedule	57
Appendix C		Supplementary Salary Schedule	58
Appendix D		Tentative Phase II Salary Schedule	60
Appendix E		Sick Leave Bank Authorization	62
Appendix F		Sick Leave Family Illness Transfer Request	63

ARTICLE I

AGREEMENT

Whereas the Independence Teachers' Association and the Board of Education of the Independence Community School District have reached certain understandings, which they desire to confirm in this Agreement, the parties hereto agree as follows:

ARTICLE II

RECOGNITION

A. UNIT

The Board hereby recognizes the Independence Teachers' Association as the exclusive bargaining representative for the employees of the Independence Community School District as set forth in the Public Employment Relations Board (PERB) Order of Certification in Case Number 70 issued on the 20th day of August, 1975, as same has been amended.

B. DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Independence Community School District or its duly authorized representatives.
2. The term "employee", as used in this Agreement, shall mean all persons included in PERB Order of Certification in Case Number 70 as amended.
3. The term "Association", as used in this Agreement, shall mean the Independence Teacher's Association or its duly authorized representatives.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance is a claim by an employee, or group of employees, within the bargaining unit or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant

A "grievant" is that person or persons or the Association making the claim.

B. PROCEDURE

1. Informal Procedure

In the event an employee or employees believe there is basis for a grievance, the employee or employees shall first orally discuss the proposed grievance with the appropriate principal. If the Association is the grievant, a representative of the Association shall discuss the proposed grievance with the Superintendent.

2. Formal Procedure

If the Association is the grievant, and the oral discussion fails to resolve the proposed grievance, the Association shall proceed with Step Two of the Grievance Procedure, using the form set forth in Appendix A, which shall be signed by the grievant. If an employee or employees are the grievants, and if the oral discussion fails to resolve the proposed grievance so that the employee or employees elect to pursue the grievance, the following formal Grievance

Procedure shall be followed, using the form set forth in Appendix A, which shall be signed by the grievant or grievants. The grievance form shall be available in the principal's office or through the Association.

a. Step One

The grievant shall file the signed grievance form with the principal of the building in which the grievance arose within fifteen (15) school days of the alleged occurrence or within fifteen (15) school days of the time when the grievant, in the exercise of due care could reasonably have learned of the alleged occurrence. The grievant shall obtain the signature of the Principal or his/her designee on a copy of the grievance form, which copy shall be filed by the grievant with the Superintendent or his/her designee. In the event that the grievance involves more than one school building, the grievance form may be filed directly with the Superintendent or his/her designee. The grievance form must be dated and state the nature and date of the occurrence giving rise to the grievance, the specific provisions of the Agreement violated, misinterpreted or misapplied and a specific remedy requested. The Principal shall, within ten (10) school days of receipt of the grievance, indicate the disposition of the grievance in writing and a copy thereof shall be delivered to the grievant and to the Association.

b. Step Two

If the grievant is not satisfied with the Principal's disposition of the grievance, or if no written disposition was made within the allowed ten (10) school days, a copy of the written grievance and a copy of the Principal's disposition, if any, shall be filed by the grievant with the Superintendent within five (5) school days of said disposition or within fifteen (15) school days of the original filing date, whichever shall be later. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the Superintendent shall have delivered to the grievant and to the Association the written disposition of the grievance.

c. Step Three

If the grievant is not satisfied with the Superintendent's disposition, or if no disposition has been made by the Superintendent within ten (10) school days of the meeting, the grievant and the Association shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association and the employee determine that the grievance is meritorious, the Association may submit the grievance to arbitration within five (5) school days after said meeting. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or

obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators. Within five (5) days of receiving the list, the parties shall meet and shall determine by lot which party shall have the right to remove the first name from the list. Thereafter at said meeting, the party having the right to remove the first name shall do so and the parties shall thereafter alternate in removing names from the list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. All costs for arbitration shall be borne equally by both parties, with the exception that each party shall be responsible for any costs, including the cost of

substitutes for teacher participants, incurred or related to the respective parties' participation in arbitration. Any costs incurred because of a witness' participation in arbitration, including the cost to the school district for providing substitutes for teacher witnesses, shall be borne equally by both parties.

3. Right to Representation

A grievant may be represented at all formal stages of the Grievance Procedure by legal counsel of grievant's choice and by a representative of the Association chosen by the grievant.

4. Meetings and Hearings

All meetings and hearings conducted in the formal steps of the Grievance Procedure shall be conducted in private and shall include only the grievant, the grievant's representatives, the appropriate representatives of the Public Employer, and witnesses called by either party to the meeting or hearing.

5. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein shall be reduced in such fashion so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. The grievant and the Board or its designee may agree to adhere to the time limits set forth in the formal Grievance Procedure in spite of the fact that the procedure cannot be completely processed by the end of the school year.

ARTICLE IV

USE OF FACILITIES

The Association and its members shall have the right to make use of school facilities for meetings and equipment, including communications equipment, in non-confidential areas when such facilities and equipment are not otherwise in use. Such use shall be restricted to official Association activities. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and any additional custodial expenses caused by such use. The Principal of the building shall be notified in advance of the time and place for all meetings.

ARTICLE V

ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Any person outside the official membership of the bargaining unit shall conduct his or her business before or after the regular workday as outlined in the contract.

ARTICLE VI

NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions 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

1. If by Association, to Board at 1207 First Street West, Independence, Iowa.
2. If by Board, to current ITA president, Independence, Iowa.

ARTICLE VII

PAYROLL DEDUCTIONS

A. AUTHORIZATION

Any employee who is a member of the bargaining unit may sign and deliver to the Board a written assignment authorizing payroll deductions of professional dues and authorizing payroll deductions for savings bonds, disability insurance, health and accident insurance policies, cancer insurance and annuities. Such an assignment, in order to be effective for the teaching year governed by this Agreement for any such insurances purchased on a group basis, and for deductions of professional dues, must be so filed by September 10 of that teaching year for employees under contract at the commencement of that teaching year. Employees who commence employment after said date must file such an assignment by the 10th day of the month immediately following said commencement of employment in order to have same effective for the remainder of the teaching year governed by this Agreement. Such an assignment for savings bonds, cancer insurance and annuities must be filed by the 10th day of the month in which the first of said deductions is to occur. Any employee wishing to stop any of the deductions provided for in this section must deliver to the Board a written direction to that effect by the 10th day of the first month in which the deduction is to be stopped.

B. DUES DEDUCTION

Pursuant to said written assignment, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of employee each month for ten (10) months, beginning in September and ending in June of each year. Employees who begin dues deduction after September shall have the total dues prorated on the basis of remaining months of employment through June. For purposes of this Article, the word "dues" does not include the collection of initiation fees, special assessments, back dues, fines or similar items. The Board shall transmit to the Association the total monthly deduction for professional dues within fifteen (15) calendar days after each monthly deduction.

C. DURATION

The written assignment shall continue in effect for the year covered by this Agreement unless revoked in writing by a thirty (30) day notice to the Board on a form provided by the Board. A copy of the revocation shall be delivered to the Association within five (5) calendar days following the filing of said revocation. No such written assignment may be amended or changed to any extent, except for revocation as above, after the initial filing, with the exception of annuities. Any person who has a tax sheltered annuity in effect during the contract year may raise or lower his or her contribution by notifying the Business Office no later than the tenth (10th) day of any month for which he/she wishes to make the change.

D. INDEMNIFICATION

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

ARTICLE VIII

INDIVIDUAL CONTRACTS

A. Each employee shall be given a written contract with his/her salary schedule placement for the forthcoming year. Any such contract shall be consistent with the terms and conditions of this Agreement.

B. Each employee shall be given written notice of his/her tentative assignment for the following school year by May 15 when a change in assignment is anticipated by the district. This notice will include the grade or subject matter and building.

ARTICLE IX

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. The Board and the Association shall meet and attempt to agree on a replacement provision to replace that deemed invalid and not subsisting, but shall be under no binding obligation to reach agreement thereon, and any failure so to agree shall not amount to an impasse so as to require implementation of an impasse procedure in the law or in any agreement between the parties. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE X

DURATION

This Agreement shall be effective as of July 1, 2006, and shall remain in effect until June 30, 2007. Either party to this Agreement may notify the other party in writing of any provisions of this Agreement that said party wishes to amend or modify and any deletions or additions thereto which said party wishes to enter negotiations in the coming contract period. This Agreement shall automatically continue in force and effect for an equivalent duration period for any items not specifically included in said notice.

ARTICLE XI

WAGES AND SALARIES

A. SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Appendix B and the Phase II salary schedule set forth in Appendix D, which are attached hereto and made a part hereof.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustments to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of September 1 of the contract year, and in accordance with Paragraph 2 below. Any employee who has taught at least one (1) semester plus one (1) day at the Independence Community School District or any other school district shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Experience credit earned in other school systems shall be recognized on the salary schedule at full value up to eight (8) years. Any further credit for experience will be granted at the discretion of the Superintendent with the approval of the Board. This paragraph shall not operate retroactively to alter the salary schedule placement of any presently employed teacher.

3. Returning to the District

Any employee with previous teaching experience in the Independence Community School District shall upon returning to the system receive full credit on the salary schedule for outside teaching experience and teaching experience within the Independence Community School District according to the provisions of Paragraph 2, provided, however, that total credit for teaching experience both within and without the Independence Community School District shall not exceed eight (8) years.

C. ADVANCEMENTS ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Independence Community School District for one (1) semester and one (1) day or more in one (1) school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Graduate courses used to advance an employee on the salary schedule must receive approval by the Board or its designee that the course or courses are germane to his/her teaching assignment or leading to an advanced degree. It is recommended that, before an employee enrolls in a course or

courses, he/she seek written approval from the Board or its designee that the courses will be approved. Said employee must file evidence of the additional educational credit with the Superintendent no later than the first day of September of the school year to be affected by the advance and must file the transcript with the Superintendent as soon thereafter as the educational institution has forwarded same. If applicable, pay adjustments shall be adjusted beginning with the September paycheck for said year.

3. Career Increment

A career employee will receive additional compensation at the rate of Five-Hundred Dollars ($500.00) for each of the following career steps: 16th, 18th, 21st, 25th, 28th and 31st. At each level, 16th, 18th, 21st, 25th, 28th and 31st, the additional $500.00 will be added and remain a part of the salary.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their check at their regular building on regular school days. Each qualified employee shall receive his/her Phase I and/or Phase II salary in twelve (12) equal installments on the 20th day of each month. Those employed on the supplemental schedule may make other arrangements that are mutually satisfactory to the involved parties.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee in writing.

4. Direct Deposit

If an employee so chooses, he/she may have his/her checks deposited in the bank of his/her choice by direct deposit.

E. GRANT PAY

Employees who volunteer to work on Planning Grants or on the Implementation Phase of a grant shall be compensated at a rate equal to 105% of the average teacher's hourly rate. This rate is to be determined by taking total teachers' salaries, plus career increments, divided by staff full time equivalent (FTE) divided by one-hundred eighty-seven (187) divided by eight (8). Average salary shall be determined by the third Friday of September for the contract year. This agreement is for work performed under competitive grants with the work taking place outside of the regularly scheduled day. This grant work shall always be voluntary. There shall be no discrimination against any employee who refuses grant funded work. Participation or nonparticipation in grant funded work shall not be a part of any employee's evaluation.

The ITA's intent on compromising their belief in pay based on an employee's per diem rate acknowledges the administrative difficulty in projecting salary costs in these uniquely funded situations, but in no way alters the belief that pay should be based on an individual's per diem rate.

ARTICLE XII

SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES

1. Employees contracting to perform extra-curricular activities shall be compensated according to the rates of pay in Appendix C, which is attached hereto and made a part hereof. Each employee shall be placed on his/her proper step of the supplementary schedule as of September 1 of the contract year. All Independence Community School District teachers shall have their step determined by years of experience credited on the salary schedule. All others employed for supplementary activities shall have their step determined by the number of years of experience they have in the activity they are sponsoring or coaching. However, if the position has been offered through customary district procedures to all qualified and certified members of the staff and still remains vacant, the District may employ another person at such step as is necessary to secure services.
2. This district will provide the opportunity for staff members to volunteer for uncompensated after-school activities.

B. SUBSTITUTION BY EMPLOYEES

In the event that a regular substitute is not available, employees who volunteer may be used as substitutes. In the absence of volunteers, the building principal shall assign an employee to serve as substitute. Substitutes will be paid $20 twenty dollars per class period for teaching classes during their planning time.

C. TRAVEL EXPENSE

Employees assigned to more than one school during the in-school work day shall be reimbursed for all such travel after arrival at the first assigned location at the beginning of the in-school work day and before departure from the last scheduled location at the end of the in-school work day, as same has been approved by the Principal, at $.24 per mile. Employees assigned by the Board or its designee to field trips or other business of the District requiring travel in the employee's car shall be reimbursed at the rate of $.24 per mile for all such travel approved by the Board or its designee.

D. SATURDAY IN-SCHOOL SUSPENSION

Supervision for Saturday in-school suspension shall be paid at the rate of TWENTY DOLLARS ($20.00) per hour.

E. CURRICULUM PAY

Employees who volunteer to work on the CCC or SAC shall be compensated at the hourly rate of a BA step 0 position when such work day takes place outside the regular contract year or outside the contract day. The district shall estimate a schedule for such work. Each SAC chairperson shall be paid a yearly wage of $500 dollars.

ARTICLE XIII

INSURANCES

HOSPITAL/MEDICAL

The Board shall pay Seven-Hundred Forty dollars ($745.00) per month per full-time employee toward the payment of premiums for Hospital, Medical, Surgical and Major Medical and In and Out Diagnostic insurance. The employee shall be responsible for the remainder of any premiums for such coverage.

LIFE

The Board shall pay the full premium per month per full-time employee for Life, Accidental Death and Dismemberment ($50,000.00) and Long-Term Disability (70% of total contract salary - qualifying two (2) months).

DENTAL

The Board shall pay up to Two-Hundred Seventy Three dollars ($273.00) per year per full-time employee for single dental coverage. The Board shall have the right to choose the carrier for the above coverages. Coverages shall be for the duration of employment. Employees shall be covered, if application is made timely, on the first of the month following the initial day of employment. Coverage shall continue until the first of the month following the final day of employment for those employees who resign effective prior to the completion of their contract year. Coverage shall continue through August 31 of the contract year for those employees who resign effective after the completion of their contract year. At the conclusion of the Board's contribution, medical insurance benefits

may be continued (at the employee's expense) subject to the conditions and regulations of the carrier.

FLEX

The Board shall pay for the flex administration fee for employees that qualify and wish to participate in the flex plan.

ARTICLE XIV

SICK LEAVE

A. ANNUAL SICK LEAVE

All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the work day as set forth in Article XVIII (Employee Hours), with full pay at the rate of fifteen (15) days per year beginning with the first official day of the work year whether or not the employee reports for duty on that day.

B. UNUSED SICK LEAVE

Days are accumulated to a maximum limit of ONE-HUNDRED TWENTY (120) days. Employees shall be given a copy of a written accounting of accumulated sick leave no later than September 1 of the contract year.

C. SICK LEAVE BANK

1. Establishment. A sick leave bank will be established for the use of employees who choose to participate. The bank year will be the contract year.

2. Participation. Participation in the sick leave bank will be on a voluntary basis and each participating individual employee's contribution will be made in the form of one (1) day of sick leave from his/her current year's allocation of 15 days. The days contributed to the bank become the property of the bank and will not be returned to the employee, except under paragraph 5 below. Only individuals who

have contributed to the bank may utilize the bank days.

3. Enrollment. Enrollment will take place during opening workshop but in no case later than September 10th and will entitle the enrolling employee to membership until revoked in writing by the employee. Enrollment shall consist of signing three (3) copies of the Sick Leave Bank Form found in Appendix E and forwarding them to the Superintendent's office. The form indicates the year of coverage and authorizes the sick leave transfer to the bank. The Superintendent will sign the forms and return one (1) copy to the employee and one (1) copy to the association.

4. Unused Days in the Bank. Assets in the bank will not accumulate from year to year. The following year's bank will consist only of the days contributed for the year's participation. The Board will provide the Association with a verification of the bank's total number of days for the current year and of the previous year's usage of bank days by no later than September 30 of each year.

5. Use of Bank Leave Days. Use of sick leave bank days will be on a daily basis; e.g., each eligible employee will draw each day until the total leave bank days have been exhausted. An eligible employee is one who has timely volunteered for participation in the sick leave bank and who has exhausted his/her personal sick leave without being eligible for long term disability, worker's compensation, and/or Social Security disability.

ARTICLE XV

TEMPORARY LEAVES

A. PERSONAL LEAVES

1. Each year, full time employees shall be granted three days of unqualified personal leave under the following conditions:

   a. No more than three of the staff per building may be gone on personal leave on any given day. If more than three staff have applied, the first application received up to and including the third will be granted. Upon request, an exception may be granted at the discretion of the Superintendent of Schools.

   b. Buildings will be defined as East/South, West, Middle School, and High School.

   c. When the Superintendent of Schools uses his/her discretionary authority in items 1a above, the related decisions cannot be grieved.

2. Each year, full time employees shall have the opportunity to return to the Independence Community School District unused personal leave. For each unused personal day the employee chooses to return to the district, the Board shall reimburse the employee an amount of money equal to that year's current substitute pay scale for a day's employment. The Superintendent shall be notified of the employee's decision no later than June 10th of the current contract year on a form provided by the District.

B. LEAVE FOR IMMEDIATE FAMILY ILLNESS

Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of three (3) days per year. Employees may trade one sick leave day for an additional family illness day. Total number of additional family illness per year will be limited to three. Leave for immediate family illness shall not be deducted from any accumulated sick leave. The immediate family shall be defined as: the employee's wife, husband, sons, daughters, step-children, mother, father, step-mother, step-father, and any of the following who reside with the employee: brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. In the event that any of the foregoing relatives are hospitalized, the employees shall be granted said leave whether or not that relative resides with the employee.

C. FUNERAL LEAVE

Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee's spouse, child, step-children, parents, step-mother, step-father, or any other member of the immediate household. Employees shall be granted a total of three (3) days leave without loss of salary for the death of an employee's brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Employees shall be granted a single day per year for the death of a relative not covered above or for the death of a friend. The funeral leave allowed herein shall not be deducted from any accumulated sick leave.

D. JURY DUTY

Employees required by law to appear for jury duty shall suffer no financial loss because of such absence, and the difference between their normal salary and the compensation received for jury duty shall be paid to the employee by the Board. Employees, when excused from jury duty, shall return to work unless excused by the Principal.

E. LEAVE FOR ASSOCIATION CONVENTIONS

A maximum of eight (8) days per year shall be available to the Association for representatives of the Association to attend state conference or state convention. The representatives appointed by the Association to use said eight (8) days shall suffer no loss of pay therefore.

F. GOOD CAUSE

Whenever the leave that is available to an employee under this Article is exhausted or where a situation is not covered by a provision of this Article, the Superintendent or designee may grant leave with pay, without pay, or with the employee reimbursing the District for the cost of the substitute, for good cause shown. The granting or denial of this leave is not grievable.

G. CHILDREARING

1. Paternity Leave

For the purpose of caring for a newborn infant, the employee-father shall be granted three (3) days leave without loss of salary. Such leave shall normally

be subsequent to the birth of the employee's child and taken within the first five (5) days of birth.

2. Adoption Leave

For the purpose of caring for a newly adopted child, employees shall be granted three (3) days leave without loss of salary. Such leave shall normally be when the child is physically turned over to the employee-parent and taken within first five (5) days of custody.

ARTICLE XVI

EXTENDED LEAVES

A. ILLNESS / CHILDBIRTH / DISABILITY LEAVES

An employee who is unable to work because of personal illness or disability or childbirth or adoption and who has exhausted all sick leave which might be available under Article XIV (Sick Leave) shall be granted a leave of absence without pay for the duration of such illness or disability or other inability up to one (1) year. During such extended leave of absence, the employee may receive disability benefits where applicable, but the employee shall receive no insurance benefits at Board expense during said status. However, the employee may elect to continue insurance benefits during said leave of absence by paying the premiums themselves direct to the carrier, contingent upon approval of said procedure by the respective insurance carriers. The employee shall return to previously assigned full-time duties when physically fit to perform said duties. Upon return to work, the employee shall resume the status enjoyed as of the date of the commencement of extended leave, together with all rights and privileges attendant thereto as same may have been amended by operation of other provisions of this contract. With regard to sick leave related to childbirth, sick leave benefits to the extent of an employee's accumulated unused sick leave shall be paid during the time of medical confinement, which is defined as the time the employee is physically unable to perform regular duties. Upon being released by the attending physician to return to work, failure to return will be taken as termination of employment.

The Board shall at their discretion from time to time demand evidence from the attending physician as to disability.

B. SABBATICAL LEAVE

Certified employees who have completed seven (7) academic years in the Independence Community School District may request a one (1) year sabbatical leave of absence without pay for the purpose of continuing their education at an accredited college or university. Coursework taken must be related to the education profession. The year of sabbatical leave shall coincide with the District's fiscal year. This request shall be made in writing to the Superintendent by March 15 preceding the fiscal year of absence. While absent, the employee may remain in the health insurance group if he/she pays all premiums. Upon return to the District, the employee shall receive full credit on the salary schedule for his/her experience according to the provisions of Article XI, Sections B and C, and maintain the accrued benefits he/she had before taking the sabbatical leave. No experience credit will be given for the sabbatical year. The employee is guaranteed re-employment in the Independence Community School District upon returning from sabbatical leave subject to Article XXIV - Staff Reduction. This leave may only be used once by an employee and is not renewable.

C. FAMILY MEDICAL LEAVE

The Family and Medical extended leave provision shall be in addition to, shall enhance, and in no way shall reduce or adversely impact any other leave provisions in the Agreement.

ARTICLE XVII

EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

Regular Contract: The in-school work year for employees on a regular contract shall not exceed one-hundred eighty-seven (187) days which shall include days when pupils are in attendance, in-service days and other contract days.

ARTICLE XVIII

EMPLOYEE HOURS

A. LENGTH OF DAY

The total in-school workday shall consist of eight (8) hours inclusive of a schedule approved by the building principal providing for a daily average of at least a twenty-five (25) minute lunch period for each employee. For the purpose of Parent/Teacher Conferences the district may schedule staff to work an extended day up to twelve (12) hours no more than four (4) times per year. Each extended day shall be counted as one and one half (1 ½) contract days. This in-school workday shall commence a minimum of thirty (30) minutes before the opening of the pupils' school day.

B. PLANNING TIME

Teachers shall weekly have one hundred fifty (150) minutes planning time at the Elementary, two hundred-twenty (220) minutes weekly at Middle School and two hundred-fifty minutes (250) weekly at the High School.

C. PRINCIPAL'S DISCRETION

The Principal may allow employees attendance other than that set forth above upon request and for good cause shown. Any discretion exercised by the Principal in this fashion shall not be subject to the Grievance Procedure.

ARTICLE XIX

HEALTH PROVISIONS

All new employees are required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's fitness. The statement shall be on the form provided by the Board. The Board shall pay to the employee up to sixty dollars ($60.00) of the cost of such examination upon presentation to the Board by the employee the paid receipt of the examining physician. Thereafter, and during the course of the employee's employment in this District, the Board may require a subsequent examination when in its sole judgment, such an examination is relevant to an employee's performance or status, and the Board may require a statement from the examining physician that the employee is fit to perform the duties assigned, including, but not limited to, an examination and medical statement of an employee returning to work from extended leave, maternity leave or sick leave. The examining physician conducting the subsequent examination requested by the Board shall be selected by the Board, and the Board shall pay the cost of such examination to the extent actually requested by the Board.

ARTICLE XX

EMPLOYEE EVALUATION PROCECURES

A. INTRODUCTION

The Formal Evaluation Procedure shall be for the general purpose of improving the general education program and shall include as one of the purposes thereof the improvement of the performance of the employee being evaluated.

B. ORIENTATION PROCEDURES

1. For those teachers developing Individual Career Development plans, orientation to the procedure shall be conducted within the first three weeks of the regular school year by a competent, State of Iowa evaluator certified district administrator of the Independence Community School District.
2. For those teachers completing Performance Reviews, orientation to the procedure shall be conducted by September 15 by a competent, State of Iowa evaluator certified administrator of the Independence Community School.

C. INDIVIDUAL CAREER DEVELOPMENT PLANS

1. Each teacher shall draft an individual development plan based upon the teacher's needs aligned to the Iowa teaching standards as determined by the teacher and administrator as well as the district/building student achievement goals by October 15 of the school year following the conclusion of his/her previous plan. The plan may be 1, 2, or 3 years in length and must contain yearly measurable outcomes.

2. The principal will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within twenty (20) school days of its submission. Both the teacher and principal will have a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement. The teacher and the principal shall sign and date the modification.
4. The principal and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

D. PERFORMANCE REVIEW

1. Each career teacher shall have a performance review based on the Iowa Teaching Standards once every three (3) years. When a teacher is assigned to more than one building, the teacher shall be assigned one (1) principal. A Performance Review may include but is not limited to classroom observations, walk-throughs, and a summative conference.
2. The principal shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.
3. Formal Classroom Observations
   a. No formal observations will occur in the first three (3) weeks or the last ten (10) student days of the year. No formal observations shall be conducted the day before or after a day of vacation. Formal observations shall be for a continuous length of time no shorter than thirty (30) minutes or longer than ninety (90) minutes.

b. During the school year of the teacher's performance review, the principal and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The post-conference must be no later than ten (10) days following the observation.

c. The principal's written observation comments shall be reviewed at the post-conference. The principal shall sign and date the comments. The teachers shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.

4. Summative Conference

a. The principal shall complete the Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The principal shall provide the teacher with a copy of the completed Performance Review.

b. A teacher and principal may begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the post-observation conference in situations when the principal has no major concerns regarding the teacher's performance. Both the principal and the teacher shall sign and date the review.

c. If a principal indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, in writing and be provided to the teacher. Both the principal and

the teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to provide a written response to this review including a designation as to where the evaluation is unfair, unjust or inaccurate. A Support Plan shall then be created that focuses on the Iowa Teaching Standards not being met and a new performance review shall be held at a mutually agreed upon time within the next six (6) to twelve (12) months, following the Teacher Support procedures.

5. At any time a teacher can be placed on a teacher support plan if it is determined that they are not meeting one or more of the Iowa Teaching Standards.

E. TEACHER SUPPORT PROCEDURES

1. Teacher support is designed to provide clear intervention for teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structure process for teachers who have been identified as needing support. A Support Plan will be at least six (6) months in length, but no more than twelve (12) months.

2. Support Procedures

   a. The support procedures will begin with a formal meeting between the teacher and the principal. During this meeting, the principal will present a plan of support which will convey to the teacher, in writing the specific behaviors that do not meet the Iowa Teaching Standards, actions the teacher should complete for the purpose of improving performance identified as

unsatisfactory, a timeline for completion of those actions, and any additional supports the principal or district may provide.

b. At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The principal and the teacher shall mutually select the mentor(s).

c. The role of the mentor(s) is to use data and information provided by the principal and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the principal, and do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve his or her performance in relation to the Iowa Teaching Standards.

d. After the Support Plan has been completed, or upon receipt of a written request from a teacher to discontinue the process, the principal shall make one of the following recommendations.

   1. Concern resolved.
   2. Concern not resolved, the teacher will be placed on an intensive assistance plan for a period no less than 2 months and no longer than 6 months.

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

ARTICLE XXI

PERSONNEL FILE

A. ACCESS

Each employee in the presence of the Superintendent, the Superintendent's designee or the building principal shall have the right during normal business hours to review the non-confidential contents of his/her personnel file as maintained by the Board and the building principal. The Board shall make the final determination as to which matter is confidential and which matter is non-confidential, but, the foregoing notwithstanding, the contents of the personnel file originated by the Board, the Superintendent and other local administrative personnel shall not be defined by the Board as confidential contents. A representative of the Association or the employee's legal representative may, at the employee's request only, accompany the employee in this review. The employee shall have the right to reproduce any of the non-confidential contents of the employee's file in the presence of the Superintendent, the Superintendent's designee or the building principal.

B. NOTIFICATION OF ADDITIONS TO THE FILE

In the event that material is placed in the employee's personnel file, other than the results of formal evaluation, the employee shall be notified in writing that material has been placed in his/her personnel file without any specific definition or description of the material placed therein.

C. CONTENTS OF PERSONNEL FILE

The Board and the Board's designee shall have the sole and final determination as to the information or material that may be placed or retained in the employee's personnel file, subject to the requirements of A above as to written responses by employees and to the requirements of Employee Evaluation Procedure as to written responses by employees.

ARTICLE XXII

VOLUNTARY TRANSFER PROCEDURE

Requests for change or transfer in grade or subject assignment or building or classroom shall be filed with the Superintendent in writing on the form provided by the Board. Requests for change or transfer may be filed at any time during the fiscal year covered by this agreement.

The Superintendent or Superintendent's designee shall post all known vacancies which occur during the remaining fiscal year defining the subject area, grade, class and building of said vacancies. As to vacancies which arise during vacations the Superintendent shall notify the Association, which shall assume responsibility for notifying its members. Request for change or transfer filed during the previous fiscal year shall not be considered for vacancies occurring during this fiscal year unless refiled in the current fiscal year.

The Board shall defer action as to each posted vacancy until after the period of five (5) school days has elapsed after the posting, except in cases where the vacancy actually occurs prior to the end of said five (5) day period. The action of the Board as to each posted vacancy shall likewise be posted in each building.

ARTICLE XXIII

INVOLUNTARY TRANSFER PROCEDURE

In the event that the Board has determined that a vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to Voluntary Transfer Procedure in Article XXII, or in the event that the Board shall determine that any other change or transfer in grade or subject assignment or building or classroom is necessary, the Board shall notify the transferee of its intended action within three (3) calendar days of its decision. Thereafter, the transferee, may within three (3) working days, request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final. Involuntary transfers shall not be made for wholly arbitrary and wholly capricious reasons. Should any grievance ever be pursued to arbitration under this paragraph, the authority of the arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale not to exist.

ARTICLE XXIV

STAFF REDUCTION

When the Board of Education has determined that a staff reduction in one of the following categories (K-6, 6-12) is necessary, it will so notify the Association and the affected employee in writing by certified mail of the position(s) to be affected forty-five (45) days before the proposed effective date of termination.

When a position is to be eliminated, the Board shall give notification of termination in the following categories:

A. K-6

The Board shall notify the least senior employee unless the notification results in the elimination of a program, in which case the Board shall notify the next least senior employee whose notification shall not result in the elimination of a program.

B. 6-12

The Board shall notify the least senior employee unless the notification results in the elimination of a program, in which case the Board shall notify the next least senior employee whose notification shall not result in the elimination of a program.

An employee who is to be terminated pursuant to this Article will have the right to recall; however, prior to said recall, the Superintendent and the Board shall first conduct the

Voluntary Transfer Procedure set forth in Article XXII and shall have the right to implement the Involuntary Transfer Procedures set forth in Article XXIII.

For the purpose of this Article, seniority will be computed in one of two ways:

A. All employees hired in the Independence Community School District prior to July 1, 1978, will have their seniority computed as years of experience recognized on the salary schedule.

B. All employees hired in the Independence Community School District after July 1, 1978, will have their seniority computed from their most recent date of hire in the District.

Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority.

When seniority is equal among employees, ranking of those employees shall be determined by evaluation following the completion of those procedures described in Article XX - Employee Evaluation Procedure of this contract.

No later than September 30 of each year, the Superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, their area(s) of certification, as indicated by their teaching certificate, and will, thereafter, notify the Association of any changes in said list on or before the following dates: January 15,

April 15.

If there is a teaching position vacancy in the Independence Community School District, employees terminated pursuant to the Article whose certificate certifies them to perform work in question will be recalled in the order of the person with the most seniority being recalled first.

Notice of recall will be given by certified mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. An employee must respond by certified mail which must be postmarked within five (5) calendar days after receipt of the above notice of recall. Upon failure to reply the employee will be deemed to have refused the position offered and shall be dropped from the recall list.

The recall list shall remain active and in force for two (2) years from the effective date of termination with notification. Such notification shall be given by certified mail.

Employees terminated pursuant to this Article shall receive no insurance benefits at Board expense during that status, but may elect to continue insurance benefits by paying the premiums themselves, directly to the carrier, contingent upon approval of said procedures by the respective insurance carriers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representative president, all on the

26 day of APRIL, 2006.

INDEPENDENCE
TEACHERS ASSOCIATION

by Christopher Hoover
ITA President

by Gary Buresh
Chief Negotiator

INDEPENDENCE
COMMUNITY SCHOOLS

by Kevin Greenley
Board President

by Devin Embray
Superintendent of Schools

APPENDIX A

GRIEVANCE REPORT

Independence Community School District No._____

Building_____ _____
Date Filed

_____
Name of Aggrieved Person

STEP ONE

A. Date violation occurred_____

B. Section(s) of contract violated_____

C. Statement of Grievance*_____

_____

_____

D. Relief Sought*_____

_____

_____ _____
Date Signature

E. Disposition by Principal*_____

_____

_____

_____ _____
Date Signature

*If additional space is needed, attach additional sheets.

STEP TWO

A. _____ _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee_____

_____

_____ _____
Date Signature of Superintendent or Designee

STEP THREE

A. _____ _____
Signature of Aggrieved Person Signature of Association President

B. _____ _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____ _____
Date of Decision Signature of Arbitrator

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article III of the Agreement, Date _____,

20____, shall be strictly observed in the settlement of grievances.

INDEPENDENCE COMMUNITY SCHOOL DISTRICT						
2006-2007 SALARY SCHEDULE						
BASE:	$ 25,700					
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	$ 25,700	$ 26,728	$ 27,756	$ 29,041	$ 30,326	$ 31,611
1	$ 26,728	$ 27,756	$ 28,784	$ 30,326	$ 31,611	$ 32,896
2	$ 27,756	$ 28,784	$ 29,812	$ 31,611	$ 32,896	$ 34,181
3	$ 28,784	$ 29,812	$ 30,840	$ 32,896	$ 34,181	$ 35,466
4	$ 29,812	$ 30,840	$ 31,868	$ 34,181	$ 35,466	$ 36,751
5	$ 30,840	$ 31,868	$ 32,896	$ 35,466	$ 36,751	$ 38,036
6	$ 31,868	$ 32,896	$ 33,924	$ 36,494	$ 37,779	$ 39,064
7	$ 32,896	$ 33,924	$ 34,952	$ 37,522	$ 38,807	$ 40,092
8	$ 33,924	$ 34,952	$ 35,980	$ 38,550	$ 39,835	$ 41,120
9	$ 34,952	$ 35,980	$ 37,008	$ 39,578	$ 40,863	$ 42,148
10	$ 35,980	$ 37,008	$ 38,036	$ 40,606	$ 41,891	$ 43,176
11	$ 37,008	$ 38,036	$ 39,064	$ 41,634	$ 42,919	$ 44,204
12		$ 39,064	$ 40,092	$ 42,662	$ 43,947	$ 45,232
13		$ 40,092	$ 41,120	$ 43,690	$ 44,975	$ 46,260
14			$ 42,148	$ 44,718	$ 46,003	$ 47,288
15			$ 43,176	$ 45,746	$ 47,031	$ 48,316
Career Teachers: Additional $500.00 at the 16th, 18th, 21st, 25th, 28th and 31st steps						

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

2006-2007 SUPPLEMENTAL SALARY SCHEDULE

BASE: $25,700

STEP	1	2	3	4	5	6	7	8	9	10
0	643	771	1,028	1,285	1,542	1,799	2,056	2,570	2,827	3,341
1	668	802	1,069	1,336	1,604	1,871	2,138	2,673	2,940	3,475
2	694	833	1,110	1,388	1,665	1,943	2,220	2,776	3,053	3,608
3	720	864	1,151	1,439	1,727	2,015	2,303	2,878	3,166	3,742
4	745	894	1,192	1,491	1,789	2,087	2,385	2,981	3,279	3,876
5	771	925	1,234	1,542	1,850	2,159	2,467	3,084	3,392	4,009
6	797	956	1,275	1,593	1,912	2,231	2,549	3,187	3,505	4,143
7	822	987	1,316	1,645	1,974	2,303	2,632	3,290	3,619	4,276
8	848	1,018	1,357	1,696	2,035	2,375	2,714	3,392	3,732	4,410
9	874	1,049	1,398	1,748	2,097	2,447	2,796	3,495	3,845	4,544
10	900	1,079	1,439	1,799	2,159	2,519	2,878	3,598	3,958	4,677
11	925	1,110	1,480	1,850	2,220	2,591	2,961	3,701	4,071	4,811

APPENDIX C

SUPPLEMENTARY SCHEDULE

CATEGORY	ASSIGNMENT
1	Head Teacher, Prom Advisor, National Honor Society, Choreography (Show Choir), Middle School Student Council
2	AFS
3	Department Head, Assistant Summer Band,
4	Middle School Coaches, Summer Band, Color Guard, Academic Decathlon, Assistant Speech, Intramurals, Model United Nations, Technology/AV Club
5	Student Council, Annual, Debate, Dramatics (fall play and musical assistant)
6	Elementary Band, Assistant Vocal Director
7	Assistant High School Coaches (football, basketball, wrestling, track, softball, baseball, volleyball, golf, tennis, soccer) Cheerleading, Newspaper
8	Head High School Coaches (volleyball, girls' track, boys' track, cross country, boys' golf, girls' golf, boys' tennis, girls' tennis, soccer) Adult Education, Speech Director
9	Assistant Band Director, Head High School Coaches (wrestling, girls' basketball, boys' basketball, football, softball, baseball,) Weight Room Supervisor
10	Vocal Director, Band Director, Summer Driver Education

A driver education coordinator will be paid on the basis of the per diem of the driver education pay for that individual.

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

2006-2007 TENTATIVE PHASE II SALARY SCHEDULE

BASE: $ 600

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	$ 600	$ 624	$ 648	$ 678	$ 708	$ 738
1	$ 624	$ 648	$ 672	$ 708	$ 738	$ 768
2	$ 648	$ 672	$ 696	$ 738	$ 768	$ 798
3	$ 672	$ 696	$ 720	$ 768	$ 798	$ 828
4	$ 696	$ 720	$ 744	$ 798	$ 828	$ 858
5	$ 720	$ 744	$ 768	$ 828	$ 858	$ 888
6	$ 744	$ 768	$ 792	$ 852	$ 882	$ 912
7	$ 768	$ 792	$ 816	$ 876	$ 906	$ 936
8	$ 792	$ 816	$ 840	$ 900	$ 930	$ 960
9	$ 816	$ 840	$ 864	$ 924	$ 954	$ 984
10	$ 840	$ 864	$ 888	$ 948	$ 978	$ 1,008
11	$ 864	$ 888	$ 912	$ 972	$ 1,002	$ 1,032
12		$ 912	$ 936	$ 996	$ 1,026	$ 1,056
13		$ 936	$ 960	$ 1,020	$ 1,050	$ 1,080
14			$ 984	$ 1,044	$ 1,074	$ 1,104
15			$ 1,008	$ 1,068	$ 1,098	$ 1,128

APPENDIX D

TENTATIVE PHASE II SCHEDULE

1. After deduction for IPERS and FICA the Phase II monies will be distributed to the staff in the same proportion as each teacher's index factor bears to the BA Base index factor. (Part-time employees will receive a pro-rata share.)
2. The district's total financial responsibility to the staff will be limited to distributing monies actually received from the state.
3. The initial actual dollar amounts for each teacher will be determined during the first week of September following the employee lane changes and the new hires being placed on the scatter gram prepared by the district.
4. The district will make corrections in Phase II payment amounts as needed to adjust for changes in amounts received, deductions, staff changes, state rules revisions or errors. Over-payments will be deducted from the employees next Phase II check and under-payments will be added to the employees next Phase II check.

APPENDIX E

SICK LEAVE BANK AUTHORIZATION

I authorize the transfer of one day of personal sick leave to the sick leave bank for the 2____-2____ school year.

NOTE: All provisions of Article XIV of the Agreement shall be observed.

This form must be received by the Central Office no later than September 10th of current year.

_____ ___/___/___

Signature Date

APPENDIX F

SICK LEAVE FAMILY ILLNESS TRANSFER REQUEST

I herby request transfer of one personal illness sick leave day from my accumulated sick leave to immediate family illness leave for the following day:

_____/_____/_____

Month Day Year

Maximum number of days to transfer can not exceed three in any given year.

NOTE: All provisions of Article XV of the Agreement shall be observed.

*Please attach this request form to your absent report prior to sending to Central Office.

_____ ___/____/___

Employee Signature Date