# NEGOTIATED AGREEMENT

between

THE MARION EDUCATION ASSOCIATION

and

THE BOARD OF DIRECTORS,
THE MARION INDEPENDENT SCHOOL DISTRICT

# 2025-2028

July 1, 2025 – June 30, 2028
Updated March 10, 2025

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## ARTICLE I

EMPLOYEE HOURS

A. The regular teacher day shall be 8 hours. When school is in session, employees will notify their principal's office when they leave and return to their building. A single start time will be established for each building. Employees shall have an uninterrupted duty-free lunch of no less than thirty (30) consecutive minutes.

An employee may be allowed to arrive late or leave early when outside the pupil day and/or student contact time for medical appointments, business appointments, parent-teacher conferences for employee's children, activities for employee's children and situations when the building principal has been given at least 24 hours notice. This notice will be waived in case of emergencies. It will be the employee's responsibility to make up this time.

On days when school begins late because of inclement weather, teachers are expected to arrive at school 30 minutes prior to that day's student arrival time. On days of early dismissals due to inclement weather, teachers may leave once the students have departed for the day. Teachers who choose to leave school due to inclement weather during student-contact time may do so at the discretion of the building principal. Personal leave in one-hour increments or unpaid leave will be used.

B. Every full-time employee at the Middle School and Senior High School shall have fifty (50) minutes per day professional development/planning time during the regular 8 hour teacher day in no less than twenty (20) minute blocks.

C. Every full-time employee at the elementary schools shall have at least two hundred fifty (250) minutes professional development/planning time per week (during the regular 8 hour teacher day) in no less than twenty (20) minute blocks.

Every effort will be made to schedule this time evenly on a daily basis during the week. All elementary employees will be asked to verify in writing by October 1 of each school year that their normal schedule includes appropriate break and lunch times as outlined in this article.

D. Part-time employees shall have professional development/planning time prorated accordingly.

E. The workday shall extend ten (10) minutes past the dismissal of the last instructional class in the building on Fridays, open house events, or days preceding holidays and vacations, except where pupil supervision is normally assigned. When a non-student contact day is held on Friday or days preceding holidays or vacations, the workday shall end no later than 3:15 p.m.

F. If the following assignments cannot be scheduled during the workday, employees are expected to attend without additional compensation, open houses, staff meetings and parent meetings. If District-level meetings do not fall within thirty (30) minutes of an employee's contract time, employees will be reimbursed at the starting teacher hourly rate. Staff meetings shall not lengthen the workday by more than thirty (30) minutes, and no more often than two (2) times per month. When possible, employees shall have at least a two (2) week notice of such staff meetings.

G. Regularly-scheduled parent-teacher conferences held on a school day, which extend beyond the school day, shall count as one and a half (1 ½ ) contract days. Teachers assigned to more than one building, who are required to attend parent-teacher conferences beyond the normal number of hours of scheduled parent-teacher time, will be compensated at the average teacher hourly rate.

H. Workday. Designated workdays on the school calendar (beginning of year and at the end of grading periods) have been established to allow teachers the time to prepare grades, develop lesson plans, and to prepare for instruction. Meetings scheduled during this time will be held to a minimum.

H. Teacher Quality Day: The teacher quality day will be determined by the teacher quality day planning committee and is not subject to any restrictions of this article.

## ARTICLE II

LEAVES OF ABSENCE

A. SICK LEAVE

1. Accumulative Benefits

Employees shall be entitled to sick leave when they are unable to perform the duties of employment because of personal illness, injury, disability, or appointments for physician, dentist or vision. All employees, shall be entitled to incur sick leave at the rate of ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year,

thirteen (13) days the fourth year, fourteen (14) days the fifth year and fifteen (15) days every year thereafter.
Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred twenty (120) days. Leaves shall not be granted in units of less than one-fourth (1/4) day or two-hour increments. Employees are encouraged to schedule routine physician, dentist and vision appointments to be the least disruptive to the student day. If any employee is on an extended contract of twenty (20) days or more, he/ she shall be entitled to one (1) additional sick leave day for each twenty
(20) working days beyond the normal contract.
All sick leave benefits shall terminate and/or be forfeited upon termination of employment.

2. Notification of Accumulation

The individual's accumulated sick leave information may be obtained from the administrator in charge of personnel records.

3. Family Illness

Illness in the immediate family may be granted at the discretion of the Superintendent and be deducted from the employee's accumulated sick leave. Illness in the immediate family will mean spouse, children, daughter-in-law, son-in-law, parents, stepparents, parents-in-law, sister, brother, grandparents, or legal dependents. Family sick leave is limited to ten (10) days.

4. Newborn Leave

Spouse or partner of the birth mother may use up to three (3) days of paid newborn leave at the time of the birth of a child for each event (twins is one event). This leave will be deducted from the employee's accrued sick leave days. Additional leave days may be used to extend the length of paid leave to a maximum of thirteen (13) school days. Other leaves that may be used include available family illness days, and available personal days.

5. Adoption Leave

Employees who adopt children may use up to three (3) days of paid leave for each event (twins is one event). This leave will be deducted from the employees' accrued sick leave days. Additional leave days may be used to extend the length of paid leave to a maximum of thirteen (13) school days. Other leaves that may be used include available family illness days, and available personal days.

B. TEMPORARY PAID LEAVES

Leaves shall not be granted in units of less than one-fourth (1/4) day or two-hour increments.

1. Personal

a. The district encourages use of personal days for overall health and well-being of employees. Each employee shall be allowed two (2) days of personal business leave per year starting in the first year of employment through year 5. One (1) additional personal leave day shall be granted for a total of three (3) days granted annually beginning in year 6. One (1) additional personal leave day shall be granted for a total of four (4) days granted annually beginning in year 16. One (1) additional personal leave day shall be granted for a total of five (5) days granted annually beginning in year 26. This benefit will be applied to all new and existing employees based on years of service beginning with the 2023-2024 school year.

b. Personal leave shall not be granted during the first ten (10) student contact days, the last ten (10) student contact days of the school year, scheduled staff development days or to extend holidays or vacation(s). Administration may waive these restrictions on a case-by-case basis without setting a precedent. Personal days may be used on designated teacher workdays without restriction.

2. Religious

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the building principal at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

a. Unpaid, without loss of seniority.
b. Paid, by use of a day of personal leave.
c. Paid, with the immediate supervisor scheduling compensatory time after conferring with the employee.

3. Jury

Employees shall be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation received for jury duty shall be paid.

4. Association

Upon request by the Association President, a maximum of twelve (12) days shall be available for representatives of the Association to attend conferences, conventions, and activities of the local association, ISEA, and NEA. Requests for Association leave shall be submitted to the building principal two (2) weeks in advance on the leave request form and approval shall be given at least one (1) week in advance of the requested leave. The Association will pay the District's cost of the substitute for these days.

5. Professional

Requests for professional leave shall be submitted for approval to the building principal at least one (1) week in advance of such leave. The employee shall be required to

submit a written summary to the building principal and to give, when requested by the appropriate administrator, a formal presentation to his/her colleagues upon return.

6. Bereavement Leave

In the event of the death in the immediate family, an employee may be granted a leave of absence for each occurrence, not to exceed five (5) days, at the time of such death to attend or make funeral arrangements. The immediate family shall mean spouse, son, daughter, sister, brother, parent, parent-in-law, step-parents, brother-in-law, sister-in-law, daughter-inlaw, son-in-law, grandparent, spouse's grandparent, grandchild, aunt, uncle, legal dependent, and legal guardian.

One (1) day per occurrence may be granted for bereavement leave for any significant person not listed in this article. Proof of attendance may be required at the discretion of administration.

7. Other Leaves

Other valid leaves of absence with pay, consistent with the instructional needs of the District, may be granted at the Employer's discretion.

C. TEMPORARY UNPAID LEAVES

1. Temporary Unpaid Leave

Temporary unpaid leave shall not be granted unless paid leave is unavailable.

D. EXTENDED LEAVE

1. Extension of Sick Leave

Any employee who is unable to work because of illness, disability, or parental leave, and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness, disability, or newborn leave up to one (1) year.

2. Educational Improvement

A leave of absence without pay of up to one (1) year may be granted to any employee for the purpose of engaging in study reasonably related to professional responsibilities in the District at an accredited college or university.

3. Association Leaves

Leaves may be granted without pay not to exceed two (2) years to serve as an officer of the local Association, ISEA, and NEA.

4. Other Unpaid Leaves

The board may grant other valid leaves of absence without pay consistent with the instructional needs of the District, in writing. Such leave requests shall be submitted in writing ten (10) contract days prior to the next regular meeting of the Board. Such leave will be limited to one (1) year.

D. RETURN RIGHTS

An employee on unpaid leave of absence will notify the Superintendent, in writing, before February 20, of his/her intentions for the following year. Employment is not guaranteed if the employee does not meet the notification deadline. Upon return from an approved leave of absence, the employee shall be assigned to the same position, a like position, or a position for which he/she is certified.

## ARTICLE III

SALARIES

A. SCHEDULE

1. The salary of each employee covered by the regular salary schedule shall be as is set forth in Schedules attached hereto and made a part hereof. Salary schedules are based upon a one hundred ninety (190) day work year. Teachers new to the District, shall have a one hundred ninety two (192) day contract, which includes two days of orientation which will be without additional compensation.

Teachers in year two on their initial license, shall have a one hundred ninety-one (191) day contract during their first year, which includes one day of orientation which will be without additional compensation.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each employee shall be issued a salary commensurate with experience, comparable to current employees with similar experience and educational advancement, and based on the appropriate lane.

2. Newly Hired Employees Credit for Experience

a. Years of teaching experience in a traditional K-12 setting may be granted to new employees using the following guidelines:

1. Successful completion of a full-year contract
2. Successful completion of one-half year teaching experience on regular contract (the completion of one semester, beginning the first day of the semester and continuing through the last day of the same semester). Two (2) such semesters will be accruable and counted as one (1) year of teaching experience.

3. Employee Leaves the Bargaining Unit

b. If an employee leaves the bargaining unit but remains as an employee of the District, upon his/her return to the bargaining unit, he/she will receive full credit for all teaching experience earned prior to leaving the bargaining unit.

C. ADVANCEMENT ON SALARY SCHEDULE

2. Educational Lanes

a. Horizontal movement on the salary schedule above the B.A. or M.A. level is achieved by the acquisition of graduate hours, approved recertification credits, or hours accepted by the Iowa Board of Educational Examiners for additional educational endorsements, or district-required hours as a result of an involuntary transfer. Credit for recertification hours will be determined on the basis of one hour of recertification credit equaling fifteen contact hours. Advancement on the salary schedule may be attained through District-directed professional development sessions held during the contract day. Advancement beyond the M.A. Lane is achieved only by accumulation of hours after an M.A. is conferred. Teachers who earn National Board Certification (NBC) will advance one additional lane.

b. To advance from one educational lane to another, an employee shall file an approval form and a verification of credit with the Superintendent. All graduate hours from an accredited college or university shall be approved if they are in the employee's area of teaching specialization or if they are mandated by state or federal legislation. Credit may be given for other graduate courses for movement on the salary schedule at the discretion of the Superintendent or designee. Teachers are advised to obtain prior approval to ensure that the coursework will count toward lane advancement.

c. Pay adjustments will be made beginning with the September 5 pay period if teachers file suitable evidence of course completion of approved educational credits by August 1. A transcript of said course completion must be submitted to the Superintendent's office by October 1 for salary adjustments to be made in the current school year. NBC candidates must also follow these guidelines to advance on the salary schedule.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twenty-four (24) equal installments on the fifth (5) and twentieth (20) of each month.

2. Exceptions

When a pay date falls on or during a school holiday, vacations, or weekends, employees shall receive their pay on the last previous banking day unless prohibited by circumstances beyond the Board's control.

3. Final Pay

Upon completion of all contractual obligations to the District, an employee who is no longer on continuing contract shall have the option of receiving all of his/her earned contracted salary in the June pay period. All fringe benefits will cease upon the employee's receipt of final payment.

## ARTICLE IV

CO-CURRICULAR and OTHER PAY

A. CO-CURRICULAR ACTIVITIES

The salary of each employee involved in a co-curricular activity is set forth in Schedule F, which is attached hereto and made a part hereof.

## ARTICLE V

SENIORITY

The term "Seniority" as used in this Agreement shall mean the time of continuous employment within the bargaining unit of the District. Approved leaves of absence, both paid and unpaid, including staff reduction leave, will not break the continuity of employment. However, the time spent on unpaid leaves except those granted for religious purposes, will not be counted as time of employment.

Current employees of the District who may come back into the bargaining unit shall retain all prior seniority earned as a bargaining unit employee. Such employment shall not result in the lay off or staff reduction of any employee currently in the bargaining unit.

## ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

**Grievance –** A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

**Aggrieved party –** The aggrieved party is the employee, employees, employees on staff reduction, or the Association.

B. PROCEDURE

The following procedures are to be followed on any claim by an employee, group of employees, or the Association. Confidentiality of the details of each grievance will be maintained at all levels. The time limits may be changed by mutual agreement.

In the event a grievance is submitted just prior to the close of the school year, at the close of the school year, or during the summer, time limits shall consist of calendar days so that the matter may be resolved as soon as possible thereafter.

At all steps of a grievance the Association and Administration shall have the option to have a representative(s) attend any meeting required to resolve the grievance.

One Association authorized representative per building shall be allowed to investigate and process grievances during working hours, so long as said investigation and/or processing does not interfere with instruction. The Administration shall determine whether an interference has occurred under this Article.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and shall act as a bar to further appeal of that alleged grievance. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

Level One

In the event that an aggrieved party considers filing a grievance, the aggrieved party shall first discuss the alleged grievance with the building principal and the Association Contract Maintenance Representative. This discussion must take place within ten (10) contract days from the date of occurrence of the event giving rise to the alleged grievance.

Level Two

If an alleged grievance still exists after Level One procedures have been completed, the aggrieved party may invoke the formal grievance procedure by filing an official form within five (5) contract days of the completion of Level One as set forth in Schedule A. Forms will be available from the Association representative in each building and are to be submitted to the Administrator involved in Level One and to the Association Contract Maintenance Chairperson.

Within ten (10) contract days of receiving the formal grievance, the administrator shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved party and to the Association Contract Maintenance Chairperson.

Level Three

In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved party shall file within five (5) contract days of the receipt of the administrator's written decision at the second level, a copy of the grievance with the Superintendent.

Within ten (10) contract days after such written grievance is filed, the aggrieved party and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) contract days after the third level grievance meeting and communicate it in writing to the aggrieved party and the administrator involved in Level One.

Level Four

If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved party to the Superintendent within ten (10) contract days from receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) contract days, after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) contract days, the Public Employment Relations Board, the American Arbitration Association, or the Federal Mediation and Conciliation Service will be requested to provide a panel of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name will do so within two (2) contract days; the other party shall have one (1) additional contract day to remove one of the four (4) remaining names. The party removing the first name will have one (1) additional contract day to remove one (1) of the three (3) remaining names. The party removing the second name will have one (1) additional contract day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.

Expenses for the arbitrator's services shall be born equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the aggrieved parties or of the employees. The Administration shall determine whether an interference has occurred under this paragraph.

D. All arbitration hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representatives.

## ARTICLE VII

DURATION

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2025 and shall continue in effect until June 30, 2028. Salary only will be open for negotiation for the 2026-27 and 27-28 school year. Each party has the option to open one additional Article per negotiation year.

B. 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.

Dated this 31st day of March, 2025

Janelle Brouwer
_____

Janelle Brouwer, Superintendent

Chris Martin
Chris Martin (Apr 7, 2025 14:23 CDT)
_____

Chris Martin, Chief Negotiator

**SCHEDULE A**

FORMAL GRIEVANCE REPORT

CASE # _____

DATE FILED _____

LEVEL I

Date of level one discussion _____

MARION INDEPENDENT SCHOOL DISTRICT

_____ Building

_____

(Aggrieved Party)

Distribution of Form:

1. Association
2. Employee
3. Appropriate Admin
4. Superintendent

LEVEL II

A. Date alleged violation occurred: _____

B. Section(s) of contract allegedly violated: _____

C. Statement of grievance: _____

D. Relief Sought: _____

_____

_____

_____

E. Disposition by Principal or immediate supervisor:

_____

_____

_____

Administrator's signature Title Disposition Date

_____

Aggrieved Party's Signature Position Date

Level III

A. _____ _____

Aggrieved Party's signature Date grievance submitted

_____ _____

Signature & title, Supt/Designee Date grievance received

B. Disposition by Superintendent/Designee:_____

_____

_____

_____

_____ _____

Signature & title, Supt/Designee Date grievance Disposition

_____ _____

Signature & Position, Aggrieved Party Date Grievance Disposition Received

Level IV

A. _____
_____ Aggrieved Party's Signature
Association President's Signature

B. _____
_____ Date Submitted to Arbitrator
Date received by Arbitrator

C. Disposition and/or award of Arbitrator:

_____
_____
_____
_____
_____
_____
_____

_____ _____

Signature of Arbitrator Date of Decision

**2025 - 2026** Schedule E2
Marion Independent School District

| Educational Attainment | BA | BA12 or BA + NBC | BA24 or BA+ NBC | MA or BA24 + NBC | MA15 or MA+ NBC | MA30 or MA15+ NBC | MA45 or MA30 + NBC | PhD or MA45 + NBC |
|---|---|---|---|---|---|---|---|---|
| Lane Increase | | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 |
| Base Wages (new hires) | $43,050 | $44,550 | $46,050 | $47,550 | $49,050 | $50,550 | $52,050 | $53,550 |

**2025-2026 Schedule F - Marion Independent School District**

| Category | Job Title | Index/Salary |
|---|---|---|
| **A** | Head High School: Football, Basketball, Wrestling, Volleyball, Strength Coach | 0.1551<br>**6,241** |
| **B** | Head High School: Track, Baseball, Softball<br>High School: Band, Vocal Music/Show Choir | 0.1369<br>**5,509** |
| **C** | Head High School: Cross Country, Soccer<br>Asst High School: Football, Basketball, Wrestling<br>High School Journalism & Yearbook | 0.1091<br>**4,390** |
| **D** | Head Sophomore: Football, Basketball<br>Asst High School: Track, Baseball, Volleyball, Softball<br>High School: Musical Director, Speech, Play | 0.0954<br>**3,839** |
| **E** | Head High School: Bowling, Golf, Tennis<br>Asst Sophomore Football<br>Head Sophomore Volleyball<br>Head Freshman: Football, Basketball<br>High School: Musical/Drama Technician, Head Robotics<br>8,9,10 Coach: Baseball, Softball<br>High School Asst. Show Choir<br>Level E Coaching/Activity Assistant | 0.0818<br>**3,292** |
| **F** | Asst Freshman: Football, Basketball | 0.0750 |

| | | |
|---|---|---|
| | Head Freshman Volleyball<br>Asst High School Soccer<br>Auditorium Manager<br>Level F Coaching/Activity Assistant<br>Asst. HS Tennis | **3,018** |
| **G** | Head Middle School: Football, Basketball, Cross Country, Track, Wrestling, Volleyball, Soccer<br>Asst. High School Speech<br>Level G Coaching/Activity Assistant<br>7th & 8th Grade Band<br>Middle School Show Choir | 0.0683<br>**2,748** |
| **H** | Asst. Middle School: Football, Cross Country, Basketball, Wrestling, Track, Volleyball,<br>Asst. High School Musical, FBLA, FCCLA, Skills USA<br>High School Cheer: Basketball, Competition, Football, Wrestling<br>High School Dance Team<br>5-6 Band<br>Middle School: STEM, Robotics<br>Level H Coaching/Activity Assistant | 0.0455<br>**2,294** |
| **I** | Middle School Yearbook<br>High School: Marching Band Assistant<br>Level I Coaching/Activity Asst. | 0.0455<br>**1,831** |
| **J** | Middle School: Musical/Drama, Photographer<br>High School: Literary Magazine Sponsor, Prom Sponsor, AP Coordinator<br>Wellness Sponsor<br>Level J Coaching/Activity | 0.0320<br>**1,288** |
| **K** | Student Council: High School, Middle School<br>High School: National Honor Society, Science Club, Color Guard, Take Charge, Green Bandana<br>Middle School: SODA<br>Middle School Cheerleader<br>Archery: High School, Middle School<br>Level K Coaching/Activity | 0.0224<br>**901** |

| Category | Job Title (Misc.) | Index/Salary |
|---|---|---|
| | MS Activities Director | 0.1214<br>**4,885** |
| | HS Activities Sponsor | 0.0405<br>**1,630** |
| | MHS Accompanist | 0.2348<br>**9,448** |

| | | |
|---|---|---|
| | Baseball Summer Grounds | 0.0401 |
| | | **2,153** |
| | Softball Summer Grounds | 0.0401 |
| | | **1,615** |
| | MHSAP Mock Trial Coach | 0.1610 |
| | | **6,479** |
| | MHSAP Mock Trial Asst. | 0.0540 |
| | | **2,173** |

**Co-Curricular Positions Not Identified on Schedule F**

If the District develops a need for a Co-Curricular position not identified on Schedule F, during the master contract period, the District may create such a position and place it on Schedule F in the category the District feels appropriate based on the job duties and time commitment. The District shall notify the Marion Education Association of the position and categorical placement. The category placement in subsequent years will be determined through the collective bargaining process.

The District may hire level E-K Coaching/Activity assistants if sufficient funds have been donated to the District to cover the cost of the position. These Coaching/Activity assistants will be placed on category below the head sponsor and no higher than any other assistant of that activity. Exact placement will be determined by the District.

The Marion Independent School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership System. The Marion Independent School District (District) and the Marion Education Association (Association) have reached agreement to the items listed below in regard to articles of the Master Contract that will be affected by implementation of the local Teacher Leadership and Compensation System (TLCS).

This Memorandum of Understanding (MOU) shall be in effect unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines. Except as otherwise outlined in this MOU, all terms and conditions of the Master Contract shall continue in full force and effect.

1. Contracts

A. Teachers assigned to TLCS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.

2. Placement and Removal

A. The placement of an employee into a TLCS position shall be controlled by the criteria outlined in the District's DE approved TLCS application. The placement of an employee into a TLCS position shall not be subject to the transfer procedures in the Master Contract. No employee will be involuntarily assigned to a TLCS position.

B. The removal of an employee from a TLCS position shall occur by either: (a) the employee and the District mutually agreeing to remove the employee from the position at any point during the contract year; (b) the employee providing written resignation from the position no later than February 1, which is then accepted by the District; (c) the District removing the employee from the position without reducing the position by providing the employee appropriate due process; or (d) the District implementing a staff reduction by providing the employee appropriate due process.

C. If an employee is removed from a TLCS position, the employee will be placed in the employee's former teaching position, or if the former teaching position is not vacant and/or does not exist, to another teaching position for which the employee is

qualified that is as near as possible to the employee's prior teaching position, as determined by the superintendent.

3. Compensation

A. In addition to their regular 279 contract, teachers serving in TLCS positions will be issued a one- year extended contract for additional days and additional duties.

B. Teachers serving in TLCS positions will receive a stipend for additional days, additional hours, and additional duties. Teachers serving in TLCS positions will not receive additional per diem wages under the Master Contract for TLCS extended contract days or additional per hour wages under the Master Contract for TLCS additional hours.

C. The specific additional days, additional duties, and any stipend these teachers receive are as follows:

1. PK-12 Behavioral Coach for the District - $10,000.00 stipend for ten (10) additional days and the additional duties associated with this position.

2. High School Student Success Coordinator for the District- $10,000.00 stipend for ten (10) additional days and the additional duties associated with this position.

3. Instructional Coach - $10,000.00 stipend for ten (10) additional days and the additional duties associated with this position.

4. PLC Coordinator- $4,000.00 stipend for four (4) additional days and the additional duties associated with this position.

5. Communication Specialist- $4,000.00 stipend for four (4) additional days and the additional duties assigned with this position.

4. Seniority and Staff Reduction

A. For the purposes of seniority, all TLCS positions will be considered to be regular, full-time bargaining unit positions and employees serving in TLCS positions will continue to accrue seniority as specified in the Master Contract.

B. For purposes of staff reduction, teachers in a TLCS position will be classified in the category or categories to which the teacher was assigned at the time of their selection for a TLCS position. Staff reductions shall be made in compliance with the Master Contract.

5. Assessment of Performance

A. The assignment of a teacher to a TLCS position will be subject to review by the District's administration at least annually and shall be consistent with the requirements in the District's DE approved TLCS application. A teacher who completes an assignment in a TLCS position may apply for assignment to a new TLCS position after providing appropriate notice, as outlined in paragraph 2B, above.

6. Funding for Program

A. Any reduction or elimination of TLC funding support will result in a corresponding reduction or elimination of the assignments and compensation described in this MOU.

B. Teachers serving in TLCS positions will receive Teacher Salary Supplement money as outlined in the Contract for Teacher Leadership Position.

**Signature:** Janelle Brouwer (Apr 7, 2025 15:40 CDT)

**Email:** jbrouwer@marion-isd.org

# 2020-25 Teacher Contract 3.31.2025

Final Audit Report 2025-04-07

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|---|---|
| Created: | 2025-04-07 |
| By: | Nicole Cerio (ncerio@marion-isd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAxKBFIk2tzNMKHRYIERRv1XyrJPQEY-FF |

## "2020-25 Teacher Contract 3.31.2025" History

Document created by Nicole Cerio (ncerio@marion-isd.org)
2025-04-07 - 7:04:36 PM GMT

Document emailed to Chris Martin (cmartin@marion-isd.org) for signature
2025-04-07 - 7:06:36 PM GMT

Email viewed by Chris Martin (cmartin@marion-isd.org)
2025-04-07 - 7:23:21 PM GMT

Document e-signed by Chris Martin (cmartin@marion-isd.org)
Signature Date: 2025-04-07 - 7:23:42 PM GMT - Time Source: server

Document emailed to Janelle Brouwer (jbrouwer@marion-isd.org) for signature
2025-04-07 - 7:23:43 PM GMT

Email viewed by Janelle Brouwer (jbrouwer@marion-isd.org)
2025-04-07 - 8:39:05 PM GMT

Document e-signed by Janelle Brouwer (jbrouwer@marion-isd.org)
Signature Date: 2025-04-07 - 8:40:06 PM GMT - Time Source: server

Agreement completed.
2025-04-07 - 8:40:06 PM GMT