

Comprehensive Agreement

between

Interstate 35 School District

and

Interstate 35 Education Association

2023-2028

2nd Year of a four (4) year Agreement

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ARTICLE I – Preamble

The Board of Directors of the Interstate 35 Community School District and the Interstate 35 Education Association recognize that the aim of the public schools is to provide a quality educational program for children and youth of the School District.

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

ARTICLE II – Recognition

A. Unit

Includes: All persons engaged in full and/or regular part-time educational work of a professional nature in the Interstate 35 School District that includes: classroom teachers, librarian, Title I teachers, special education teachers, counselors, and school nurse.

Excludes: Superintendent, principals, and other supervisory personnel, operation and maintenance personnel, transportation personnel, food services personnel, clerical personnel, substitute teachers, certificated employees who have no teaching duties but are contracted and paid as aides, and all others as excluded by Section 4 of the Act.

B. Definitions

The term “employee” as used in this Agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the PERB.

The term “Board” as used in this Agreement shall mean the Board of Directors of the Interstate 35 Community School District or its duly authorized representatives.

The term “Association” as used in this Agreement shall mean the Interstate 35 Education Association or its duly authorized representatives.

ARTICLE III – Rights

A. Board Rights

The Board shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the Board's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Board.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board by law.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as this Act or any other law of the state does not prohibit any such activity.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees, or assessments or service fees of any type.

C. Association Rights

1. Use school facilities for general Association meetings and business contingent upon receipt of approval from the office of the superintendent.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the principal.
3. Distribute Association material through the school messenger service and building mail boxes with the annual approval from the office of the superintendent.
4. Post notices of activities and matters of Association concern on building bulletin boards located in either faculty lounges or such other places as designated by the building principal.
5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the work day with the approval of the building principal.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Board to research and assemble information.

7. If the present Board policies which affect employees and students but which are not covered in this Agreement are changed, then a written notification of such change will be given to the Association.

ARTICLE IV - Grievance Procedure

A. Definitions

1. **Grievance** – A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this agreement.
2. **Aggrieved Person** – An ‘aggrieved person or grievant’ is the employee or employees or the Association making the complaint.

B. Purpose

The purpose to this procedure is to secure at the lowest possible level solutions to the problems which may from time to time arise in the interpretation of this agreement as it affects an individual employee, employees, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. **Time Limits** – The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. A grievance must be filed within fifteen (15) school days of the occurrence of the incident or dispute alleged to give rise to the grievance.
The failure of an aggrieved person to initiate or process any grievance within the prescribed time limit shall act as a bar to any further appeal. The failure of a supervisor or administrator to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement, however.
2. **Summer Grievance Processing** – Timeline designations in this article reading “school days” shall convert to weekdays (Monday through Friday) during the time between the end of the student school year and the commencement of the following student school year.
3. **Level One-Immediate Supervisor (Informal)** – An employee, group of employees, or the Association shall first discuss a grievance with the immediate supervisor, with the objective of resolving the matter informally. No grievance will be resolved without the Association’s prior knowledge.
4. **Level Two Immediate Supervisor (Formal)** – If, as a result of the informal discussion with the immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure by filing on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and, should the grievant so desire, by a representative of the Association. A copy of the grievance form shall be delivered to the immediate supervisor. Group grievances

shall be signed by a representative to the Association. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. **Level Three – Superintendent** – The Superintendent or his/her designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person and the Association may transmit the grievance to arbitration.

6. **Level Four – Arbitration**

(A) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) work days of receipt of disposition from the Superintendent or disposition deadline.

(B) 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 to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB Board by either party. The list from the said Association shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list and alternate striking until one name remains. The person whose name remains shall be the arbitrator.

(C) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from 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 in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of the contract. The arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or application of the expressed relevant language of the agreement. The decision of the arbitrator shall be transmitted to the Board and to the Association, and shall be final and binding on the parties.

(D) Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. However, each party shall be responsible for compensating its own representative and witnesses.

D. Rights of Employees to Representation

1. Employee and Association – Any grieved person may be represented at all stages of the grievance procedures by himself/herself, or at his/her option, by a representative selected or approved by the Association. The Association has the right to be present at all levels of the grievance procedures.

2. Processing Grievances – All Association business including processing grievances except for the informal Level One shall be outside the employee's work day.

E. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved persons and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE V - Wages and Salaries

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule I, which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Adjustment on Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below.

However, the Board reserves the right to hold an employee on the same step on the salary schedule when so recommended by the immediate supervisor or building principal and the superintendent. This action will be based on unsatisfactory evaluations as submitted by the immediate supervisor, building principal, and/or the superintendent. Such actions of holding on step are not subject to the arbitration step of the grievance procedures.

A teacher held on the same step under this provision shall be considered to be on probation for a one (1) year period. After one (1) year of probation, the employee may, on recommendation by the immediate supervisor or building principal and the superintendent and subsequent approval by the Board, resume advancement on the salary schedule. An employee may not be placed on probation for more than a total of three (3) years during the employee's entire term of service with the Board.

2. Credit for Experience

a. Full credit may be allowed for up to ten (10) years of previous full-time teaching experience in accredited schools for employees new to the system if obtained during the ten (10) year period prior to employment. Additional years of experience may be granted at the discretion of the Board. Credit will be granted upon the superintendent's recommendation and Board approval.

b. Fractions of a year and substitute teaching are not counted as experience eligible to be transferred in by an employee new to the system provided, however, that no less than one-half (1/2) year may be counted as a full year at the discretion of the Board.

3. School Nurse

A registered nurse who has a four-year degree will be placed on the appropriate step on the B.A. column and all provisions of paragraph 1 and 2 above shall apply to the nurse.

A registered nurse who has a three-year diploma will be placed on the appropriate step of the B.A. column. ~~However, the salary received shall be only 90 percent of the amount of the appropriate step.~~ All provisions of paragraph 1 and 2 above shall apply to the nurse.

C. Advancement on Salary Schedule

1. Increments

This is a two year agreement with MOU to collaborate on salary schedule modifications to be reviewed in FY27. The district will distribute TSS to staff still below the new state minimums of \$47,500/\$60,000. There will be an increase to all current individual combines salaries by 3% or \$1,550 (whichever is greater of the two). There will be no advancement on the salary schedule for FY2025

~~Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification has been reached, subject to Article V, Section B(1).~~ A year of service consists of employment in the Interstate-35 District, including paid leaves of absence, but excluding unpaid leaves of absence, for 97 days or more in each 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. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of successful completion of additional educational credit with the Board Secretary no later than fifteen (15) days after the beginning of the first semester. Successful completion requires a grade of "C" or better. Employees seeking to move to a higher educational lane shall seek prior course approval from the superintendent. The Board may allow credit for course work after completion in exceptional circumstances.

D. Methods of Payment

1. Pay Periods

Each employee shall be paid in ~~18 or~~ 24 equal installments on the 10th and 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher with mutual agreement of the board secretary.

2. Exceptions

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

3. Final Pay

Each employee may have the option of receiving all or any part of his/her earned, contracted salary on the last pay period of the in-school work year, with mutual agreement by the board secretary provided he/she has fulfilled all of his/her contracted obligations.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee at the close of the in-school year and filed with the board secretary.

5. Direct Deposit

Those individuals hired beginning with the 2013-14 school year will be required to utilize direct deposit services.

TSS Money and Phase II MONEY

The salary schedule includes TSS money as allocated by the state. The first use of TSS money is to guarantee that the minimum salary set by the state for 1st and 2nd year teachers and for career teachers has been met.

If TSS money should be lost partly or in their entirety, the base of the salary schedule would be lowered proportionately to compensate for the loss, and salaries of the teachers governed by this contract and salary schedule would be reduced proportionately during the time period for which the loss of TSS money is in effect.

STEP				

Total Salary	0				
Total Salary	1				
Total Salary	2				
Total Salary	3				
Total Salary	4				
Total Salary	5				
Total Salary	6				
Total Salary	7				
Total Salary	8				
Total Salary	9				
Total Salary	10				
Total Salary	11				
Total Salary	12				
Total Salary	13				
Total Salary	14				
Total Salary	15				
Career Increment	1				
Career Increment	2				
Career Increment	3				
Career Increment	4				
Career Increment	5				
Career Increment	6				
Career Increment	7				
Career Increment	8				
Career Increment	9				
Career Increment	10				

Extra Curricular Activity Schedule

Extra Curricular Activity Schedule is based on \$31,000

HS Head Basketball	12%	3,720	HS Asst Basketball	8.50%	2,635	MS Head Basketball	7%	2,170
HS Head Football	12%	3,720	HS Asst Football	8.50%	2,635	MS Head Football	7%	2,170
HS Head Wrestling	12%	3,720	HS Assist Wrestling	8.50%	2,635	MS Head Track	7%	2,170
HS Head Baseball	12%	3,720	HS Assist Baseball	8.50%	2,635	MS Head Baseball	7%	2,170
HS Head Softball	12%	3,720	HS Assist Softball	8.50%	2,635	MS Head Softball	7%	2,170
HS Head Track	12%	3,720	HS Assist Track	8.5%	2,635	MS Head Wrestling	7%	2,170
Golf Coach	12%	3,720	HS Track Thrower	8.5%	2,635	MS Head Volleyball	7%	2,170
HS Head Volleyball	12%	3,720	HS Assist Volleyball	8.50%	2,635	MS Assist Basketball	5%	1,550
HS Head X-Country	12%	3,720	HS Student Council	2.50%	775	MS Assist Football	5%	1,550
Strength & Conditioning	8.50%	2,635	HS BB Cheerleading	5%	1,550	MS Assist Wrestling	5%	1,550
Dance Team Head Coach	7%	2,170	HS FB Cheerleading	5%	1,550	MS Assist Baseball	5%	1,550
Dance Team Choreography	5.00%	1,550	HS Wrestling Cheerleading	5%	1,550	MS Assit Softball	5%	1,550
Drama	12	3,720	9th Class Sponsor	1%	310	MS Assist Volleyball	5%	1,550
Yearbook Sponsor	3.50%	1,085	10th Class Sponsor	1%	310	MS Assist Track	5%	1,550
Jr-Sr Vocal Music	12%	3,720	JR Member JR Class	1%	310	MS Cross Country	5%	1,550
Jr-Sr Instr Music	12%	3,720	SR Member JR Class	0.50%	140	MS Student Council	1.50%	465
Summer Band	7%	2,170	12th Class Sponsor	1.00%	279	MS Cheerleading	2%	620
NHS	3%	930	Art Club	2.50%	930	MS Instr Music	3%	930
FFA	3%	930	Knowledge Bowl	3%	930	Elem Vocal Music	3%	930
HS Speech (Individual)	3%	930	Mock Trial	3%	930	MS/EL Robotics	3%	930
Color Guard	3%	930	BAT	2%	620	HS Head Robotics	5%	1,550
						HS Assit Robotics	4%	1240

ARTICLE VI - Sick Leave

Any time after a full-time employee has reported for duty, such employee shall be granted leave of absence for medically related disability with full pay in the following amounts. Sick days may only be used for sickness and/or medical appointments for the employee.

A. Days of Leave

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and succeeding years	15 days

B. Pro-Rated Leave

New employees hired after September 1 of the school year covered by this contract shall have sick leave benefits pro-rated according to the number of months the employee provides service to the district. Regular part-time employees shall have sick leave benefits pro-rated according to a ratio proportionate to the employee's part-time contract of employment.

C. Eligibility

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed until the employee does report, whereupon he/she shall receive the entire allotted amount for the remainder of the contract period.

If an employee is unable to report for duty on the first day of the new contract and has accumulated sick leave on which to draw, compensation for such leave will be allowed up to the individual's accumulated benefits. Additional days from the new contract will not be allowed until the employee does report, whereupon, he/she shall receive the entire allotted amount for the remainder of the contract period.

D. Procedure

As soon as an employee knows that he/she will be absent from school, preferably no later than 6:30 a.m., he/she is to notify his/her building principal or designee. It will be the principal's or designee's responsibility to secure an approved substitute or arrange for the employee's duties to the school. It is the employee's responsibility to submit a leave of absence form to the principal. Proper forms must be submitted within five (5) school days of the absence.

E. Accumulation

Unused portions shall be accumulative to a total of 105 days. Each employee may only carry forward 105 days from a past school year into a new school year. On the first day of the new contract, each has at his/her disposal, if he/she is ill, 105 days of sick leave from the previous

year plus the 15 days of sick leave available with the new contract. For employees new to the district, who had accumulated ten or more days of sick leave in their previous school district and can provide verification in writing from their previous employer of such unused accumulated sick leave, one day of sick leave for every day accumulated and unused in their previous district up to a maximum of ten (10) days shall be credited to them plus the 10 days available with the new teacher contract.

Days available may be used as needed for illness during the school year. When the last day of the contract is served, if any days of sick leave remain unused in excess of 105, these days are dropped from the record. Only 105 days can be carried over into the next year.

The Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such sick leave.

F. Wellness

One day of leave per year shall be granted to each employee to promote wellness of body and spirit. The employee must request a wellness leave day at least three days prior to being gone. It may not be used the first day of classes or the last day of classes or the day before a scheduled vacation or the day after a scheduled vacation. The day will be subtracted from sick leave. Wellness leave granted totaled with personal leave will be limited to three per section (PK-5, 6-12) per day unless the building administration specifically grants additional requests.

G. Immediate Family Illness Leave

The sick leave days assigned annually to a teacher (10-15 days depending on years of service) may be used for family illness during that year. Family illness is restricted to the employee's spouse, cohabitating significant other, parent(s), child(ren), and/or stepchild(ren), foster, guardian, caretaker, parent in-law(s) and those you have medical power of attorney. Medical evidence of family illness may be required by the Superintendent to substantiate the absence. In the case of grandchildren being born, employees may take a total of two family illness days; if medical complications to the mother or grandchild occur, additional days may be granted by the Superintendent. In rare and unusual circumstances, other family members may be included at the Superintendent's discretion, with the final decision not able to be grieved. *These day will be subtracted from sick leave.*

Commented [JB2]: I would like to add this in the agreement for clarification purposes.

H. Sick Leave Bank

I. PURPOSE:

The Interstate 35 Community School Sick Leave Bank will provide additional sick leave days to members of the bank in the event of serious illness, injury, or medical condition where the employee's incapacity to work is verified by a physician, and they have exhausted their own accumulated sick leave as well as personal leave days, wellness leave days, or any other applicable leave days.

II. DEFINITION:

Serious illness, injury, or medical condition is defined by the Sick Leave Bank Policy as requiring in-patient hospitalization, surgery, or extended medical treatments and rehabilitation which will result in periods of incapacity to work.

For purposes of this policy, serious illness, injury, or medical condition does not include:

- 1) short term ailments such as flu, colds, or routine medical or dental appointments;
- 2) elective, cosmetic, or reconstructive surgery unrelated to another major illness, injury, or condition;
- 3) job-related illnesses or injuries which may be covered by worker's compensation.

III. ELIGIBILITY:

All regularly employed certified personnel are eligible to participate. Participation is voluntary but requires a minimum contribution to the bank of one (1) day from the employee's accumulated sick leave. In order to be eligible, the employee cannot be receiving any related compensable benefits such as disability, workers' compensation, or unemployment. Eligibility is based on the employee submitting the appropriate application form along with a signed statement from a physician verifying the employee's incapacity to work. Only those employees who contribute are eligible to apply for withdrawal.

IV. ENROLLMENT:

Enrollment as part of the Sick Bank begins at the start of each school year through September 15. New employees hired during a school year may enroll in the sick leave bank within two weeks of employment. To enroll, the employee must complete the prescribed enrollment form. Those employees who elect to not enroll in the sick bank during the annual enrollment shall not be permitted to enroll until the following annual enrollment period.

V. CONTRIBUTION:

Any employee eligible for enrollment in the Interstate 35 Community School Sick Leave Bank may do so by donating a minimum of one (1) day of his or her accumulated sick leave days and up to a maximum of fifteen (15) days each year. A total of one hundred eighty (180) days may be accumulated in the Sick Leave Bank.

The number of sick leave days that have accumulated at the end of the school year will not be carried over to the next school year.

Commented [JB3]: Was this changing for certified staff? I thought they were wanting carry over days just like support staff.

WITHDRAWALS:

The amount of days an individual member of the Sick Bank may withdraw will be in allotments of twenty (20) days or less. If more days are needed, the member may reapply to the committee. Any member who withdraws sick leave days from the bank will not have to replace those days.

A Sick Bank application form may be obtained from the association president. A completed application to withdraw from the Sick Leave Bank along with a doctor's certificate testifying to the employee's incapacity to work must be filed with the "Sick Leave" Bank Committee. The "Sick Leave" Bank Committee will act on all

applications. In the event an application is denied, a member may appeal one time in person to the committee per application.

Employees may only withdraw days from the Sick Leave Bank as long as there remains a balance of days available. Should the days available in the Sick Leave Bank expire; the availability of the Sick Leave Bank will also expire at that time.

VI. “SICK LEAVE” BANK COMMITTEE:

The “Sick Leave” Bank will be overseen by a committee of four members plus one alternate. The superintendent will represent the Board of Education. The purpose of the “Sick Leave” Bank Committee is to consider and act on applications to determine if a member qualifies to draw from the bank.

The committee members will be selected by the Association President to serve a three-year term with one member rotating off the committee each year. One committee member will be an alternate, who will serve only in the event of a committee member needing to apply for the “sick leave” bank themselves, or should a committee member not be available to fulfill their duties. One committee member will be a non-association member.

Upon receiving an application for use of Sick Leave Bank days, the Committee Chair shall forward a copy of the application to each of the Committee Members including the Superintendent. The Chair shall then call a meeting of the committee at which a quorum must be present. The application must receive the approval of a majority vote of committee members. Committee members unable to attend the meeting are to register their vote with the Committee Chair via e-mail. A formal record will be kept of all votes.

If the documentation is complete and sufficient to determine eligibility, the committee may award Sick Leave Bank days in accordance with the Sick Leave Bank policy. If the documentation is incomplete or insufficient to determine eligibility, the Committee Chair shall take no action but shall notify the applicant of the deficiencies and request additional documentation.

INTERSTATE 35 COMMUNITY SCHOOL DISTRICT
TRURO, IOWA

Sick Leave Bank Enrollment

Name _____

Date of Hire _____

Position _____

Enrollment must occur no later than September 15 of each school year for all certified employees under contract. Enrollment must occur within two weeks of employment for new employees hired during the school year.

Check here: _____ I wish to enroll in the Sick Leave Bank

_____ Number of days I am contributing to the Sick Bank

I understand that my donation of sick leave days to the sick leave bank will have the effect of reducing the number of sick days available to me personally from the district.

Employee Signature

Date

This form along with the above signatures needs to be submitted to the Human Resource Director by the end of the day on September 15. If you are a new employee hired during the school year, this form must be submitted to the Human Resource Director within two weeks of employment.

Sick Leave Bank Withdrawal
(To be completed by the employee applying for leave.)

- This completed application form is to be returned to the Association President.

INTERSTATE 35 COMMUNITY SCHOOL DISTRICT
TRURO, IOWA

Sick Leave Bank
Medical Certification Statement

This form is to be completed by the Employee's attending physician and submitted with the employee's application for Sick Leave Bank withdrawal, an additional request for withdrawal, and/or to document the employee's ability to return to work. (All sections of this form must be completed.)

Employee's Name _____

Date Condition Began: _____ Date Condition Ended/Expected to End: _____

State the anticipated period of incapacity and the number of days of leave anticipated to be necessary. _____

Describe the illness, injury, or medical condition creating the employee's inability to work.

Serious illness, injury, or medical condition is defined by the Sick Leave Bank Policy as requiring in-patient hospitalization, surgery, or extended medical treatments and rehabilitation which will result in periods of incapacity to work.

For purposes of this policy, serious illness, injury, or medical condition does not include:

- 1) Short term ailments such as flu, colds, or routine medical or dental appointments;
- 2) elective, cosmetic, or reconstructive surgery unrelated to another major illness, injury, or condition;
- 3) job-related illnesses or injuries which may be covered by worker's compensation.

State medical facts describing the nature of the serious illness, injury, or medical condition.

Explanation of extent to which employee is able/unable to perform the functions of his/her job.

Attending Physician's Name (Print): _____

Attending Physician's Signature: _____

Date _____ Office Phone: _____

Medical Release:

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: _____ Date: _____

Attach this form (with all sections completed) to the Application for Sick Leave Bank
Withdrawal

ARTICLE VII - Leaves of Absence

A. Paid Leave

The employee must notify *the sub caller* or his/her building principal as far in advance as possible that he/she is requesting paid leave. It is the employee's responsibility to submit a leave of absence form to the principal. **Proper forms must be submitted within five (5) school days of the absence.**

Commented [JB4]: Add sub caller to this section. Most employees notify Elizabeth instead of building principal

In addition to granting paid leave for medically related disabilities, the Board will also grant non-cumulative paid leave as outlined in the following paragraphs:

1. Bereavement

Three days paid leave of absence shall be granted in the event of the death of the employee's parent, parent-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, or any other member of the employee's household. An additional two days will be granted in the event of the death of the employee's spouse, parent, child, brother, sister, grandparent, or grandchild, or any other member of the employee's household. In case of death of a close friend or a relative other than those enumerated above who does not live in the employee's household, one day's leave per incident will be granted. If more bereavement leave is needed by the employee, the employee may trade two (2) sick leave days for (1) bereavement day, for a maximum of three (3) additional bereavement days.

2. Personal Leave

All regular full-time employees shall be allowed two (2) days yearly for personal leave. *Personal leave grants will be limited to two per section (K-5, 6-8, 9-12) unless the building administrator specifically grants additional requests.* Leaves are approved on a first-come, first-serve basis unless individual staff members agree to change dates, etc. Personal Leave will not be an option for professional development days, unless there are extenuating circumstances and the administrator has pre-approved the leave request.

Commented [JB5]: Are we leaving this as written? Curious due to structure changes of the building.

Employees will be compensated at substitute teacher pay for any personal days not used during the school year.

3. Emergency Leave

Emergency leave may be granted by the superintendent not to exceed two days per year. *Employee must have superintendent's approval before entering leave.* If an employee has used emergency leave and has not exhausted his/her personal leave, the employee will not be compensated the substitute teacher pay at the end of the year for the equivalent number of emergency days used.

Commented [JB6]: Do we need to add this in? Or do we just not add the leave into their profile until it has been granted?

4. Critical Illness Leave

In case of critical illness or severe injury requesting hospitalization of a member of the employee's immediate family (father, mother, spouse, child, brother, sister) or any resident of

the employee's household a maximum of three days' absence may be granted per year by the superintendent.

5. Birth or Adoption Leave

Two days per year may be granted upon request for the birth or adoption of a child.

6. Professional Leave – Non-accumulative

At the beginning of every school year, *each employee shall be credited with a minimum of three days to be used for the employee's professional leave.* Professional leave days must be approved by the administration. The employee planning to use a professional leave day shall notify his/her principal, if possible, at least one (1) week in advance of his/her absence. Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.
- c. Committee work, clinics, meetings sponsored by related professional organizations.

7. Jury Duty

Employees who are paid for Jury Duty will receive full compensation for time lost from their job; however, any compensation provided for Jury Duty to the employee will be turned over to Interstate 35 Community School District. *If you are called to serve jury duty please contact the Human Resource Director.*

8. Good Cause

Other temporary leaves of absence with pay may be granted by the Board for good reason.

9. Convention

Conventions must be approved by the Board of Education. Convention will include sending a representative to Delegate Assembly from the local Association. All costs of the substitute shall be paid by the Association upon receipt of a bill from the board secretary.

10. Meetings for Association Business

These must be approved at least one (1) week in advance by the principal and all costs of the substitute shall be paid by the Association upon receipt of a bill from the board secretary. No more than a total maximum of five (5) days of such leave shall be allowed per school year.

11. Pro-rated

Employees hired after September 1 of the school year covered by this contract shall have leave benefits pro-rated according to the length of their contracts.

Commented [J87]: Does this need to be spelled out? I have not entered a number of days in the system for PD days for any employee.

Commented [J88]: May this be added so employees know who to contact?

12. Veteran's Day

Any employee who is a veteran of the United States Armed forces may choose to take Veterans Day off with pay with proof of a DD214 certificate and two-week advance notice.

B. Unpaid Leave

1. Childrearing Leave

A leave of absence beyond the time of medical confinement for child rearing may be granted without salary or benefits for a period not to exceed one year. A request for an extension under this subsection must be made to the superintendent of schools prior to the end of the academic year and prior to the time of expiration of FMLA disability leave. The extension of the leave is at the option of the Board and may be renewed only once. If the employee does not return to service at the end of the granted leave period, said employee shall forfeit all rights granted herein to return to the position similar in nature to that which the employee previously held.

2. An Extended Leave of Absence Such as Educational Improvement, Personal or Family Illness, Short Term Disability, and Military Service.

Upon request to the Board at least nine (9) weeks in advance (except in emergency situations), an employee may be granted a leave of absence for up to one (1) year (providing a suitable replacement can be found), and upon return receive full benefits of the ordinary staff member. Each request shall be dealt with on an individual basis by the Board, which shall provide written reasons for denial or request. The reasons shall include the effort expended to find a comparable replacement. The decision of the Board shall be non-grievable. Legitimate reasons for leave could be additional college hours or other professional growth activities, medically related disability, child rearing, military service, or other reasons approved by the Board.

C. Contests, Festivals, and Conventions

1. Contests

The following are counted as a part of an employee's work and do not involve pay deductions. Approval is secured from the principal.

- a. Music** - chaperone or transport participants.
- b. Declamatory** - chaperone or transport participants.
- c. Athletics** - coach, chaperone, or transport participants.

2. Festivals

a. Music - chaperone or transport participants.

b. Speech - chaperone or transport participants.

D. Other - chaperone or transport participants.

ARTICLE VIII - Employee Hours

A. Work Attendance

The employee in-school, work day shall consist of not more than eight (8) hours of consecutive time excluding supplemental and/or co-curricular activities. Included in the eight (8) hours will be a duty-free lunch of at least twenty (20) minutes. The eight hour work day shall be flexible, between 7:30 a.m. and 4:00 p.m. as approved by the building principal.

Exceptions to the working hours may be approved by the building principal with advance notice to the building principal.

Employees may leave their assigned building on days preceding a vacation and/or Fridays after all of their responsibilities have been concluded and all students have left the building.

Employees may leave their assigned building during lunch and/or preparation periods by approval of the building principal and with advance notice to the building principal.

Exceptions of these provisions may be made by mutual agreement of the employee and the building principal.

B. Notice and Agenda for Meetings

The notice of an agenda for any meeting shall be given the employee involved at least two (2) days prior to the meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

Employees shall attend meetings (in-service, staff, parent-teacher conferences, curriculum, etc.) as called by administrators for coordinating the work of the employees in-school programs. These may be in addition to the employee workday and are not additionally compensated unless mutually agreed to by the employee and the Board.

Employees who volunteer to serve on task force committees shall attend meetings as called by administration for coordinating the work of the employees in-school programs. Although voluntary by design, task force members shall not resign unless mutually agreed upon by the employee and his/her building principal. The meetings may be held during the employee workday and are not additionally compensated.

C. Other Duties

Employees shall be responsible for such other duties as directly related to reasonable employee responsibilities as may be assigned by the Board or its designee in an equitable manner. Those duties listed in the employee handbook will be filled by volunteers. The duties that cannot be filled by volunteers will be assigned by the Board or its designee in an equitable manner among all employees including those who have already volunteered. Those staff members who have already volunteered for ten (10) or more activities will not be assigned any more of these duties. These may be in addition to the employee workday.

Part-time employees shall have the number of duties that they are supervising pro-rated according to the length of their contract in comparison to the number supervised by full-time employees.

ARTICLE IX - Service Year

A. In-School Work Year

Employees contracted on a nine-month basis agree to a service year of 190 days except for new employees who will agree to a service year of 193 days allowing three (3) days for orientation purposes.

Commented [JB9]: Our number of work days for teachers changed correct?

B. Extended Contracts, Extra Duties, Extra Assignments and Extended Contract Rates

Employees who have extended duty contracts except driver education instructors shall be paid for such additional days at the rate of 1/192 of his/her regular pay for each day of extended service. This amount shall be prorated for days of less than eight (8) hours.

The Board must approve all requests for additional days of service and accompanying compensation. Therefore, prior to any additional days of service being performed, the building principal and the superintendent must approve the services performed, the number of additional days of service, and request approval from the Board.

C. Holidays

Holidays during the service year are as follows:

1. Labor Day
2. Thanksgiving
3. Christmas
4. New Years
5. Memorial Day

D. Professional Development and Teacher Work Days

There will be a minimum of 1 full teacher workday prior to the students' first day of school.

E. Late Starts and Cancellations

On days when school starts late as determined by management due to weather conditions or mechanical failure, teachers shall report to work on the hour designated. If buses and classes are two hours late, teachers report two hours later than their customary reporting time. If buses and classes are one hour late, teachers report one hour later than their usual reporting time.

On days when school is dismissed early as determined by management due to weather conditions, the teachers' workday shall end at the close of the students' day.

On days when school is cancelled as determined by management due to weather conditions, teachers shall not be required to report to work.

F. Calendar

The school calendar effective during this Agreement shall be presented to the Association prior to adoption, and Association recommendations regarding the calendar will be considered.

ARTICLE X – Teacher Compensations Allocation

If the District participates in the Student Achievement and Teacher Quality Program (SF 476) the following distribution method will be used.

- A. The distribution will be separate from and in addition to the bargained salaries.
 - 1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
 - 2. Any remaining funds from the District' appropriation will be distributed to all other teachers equally
- B. Calculation of this supplement will be made as soon as possible when staffing is completed and the appropriation is identified by the General Assembly. Funds will be distributed as soon as possible, but no later than 30 days after receipt from the state.
- C. The District shall comply with state law regarding the Teacher Salary Supplement (TSS) funding. The TSS money shall be included in the salary schedule for the I-35 Community Schools, beginning with the 2010-2011 school year (the TSS money Includes Phase II money.) If TSS money is discontinued partly, or in its entirety, By the State, the base of the salary schedule shall be lowered proportionately to Compensate for the loss, and salaries of the teachers governed by this contract and Salary schedule shall be reduced proportionately during the time period for which The loss of TSS money is in effect.

ARTICLE XI - Safety Provisions

The Board shall notify the Association and employees of all hazards and correct the conditions causing the hazards within a reasonable amount of time. All employees shall endeavor in the

course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor at the first practical opportunity.

ARTICLE XII - Seniority

Seniority shall be determined by the number of full-time continuous years of service to the school district. Seniority shall be accumulated beginning with the 1987-88 school year for those employees who are less than full time. Each employee shall be given credit each year for seniority proportional to the fraction of time their contract is of a full-time contract.

Cases of approved leaves or layoffs shall not be considered as interrupting continuous years of service but shall not be included in counting additional years of service. Short term leaves of a few days such as, but not limited to, sick leave, professional leave, and personal leave, are not applicable to this section.

No later than November 1 of each school year, the administration shall post in all buildings a list showing the seniority of each employee.

ARTICLE XIII- Compliance Clauses and Duration

1. Printing Agreement

Copies of this Agreement shall be reproduced for the IEA officers within (30) days after the date of ratification by both parties. The Agreement shall be available to all employees now employed, hereafter employed, and prospective employees offered a contract for employment during the time period the agreement is in force on the I-35 network and available on the school website. In addition, the Agreement shall be available for examination by all prospective employees upon their request. The Association will be provided with one (1) additional copy for the South Central UniServ Unit.

2. Separability

If any provision of this Agreement is held to be contrary to law, such a provision shall not be deemed valid and subsisting, except to the extent permitted by law.

3. Duration

This Agreement shall be effective as of July 1, 2023 , and shall continue in effect until June 30, 2028.

4. Notices

Whenever any notice is desired or required to be given by either of the parties to the other regarding this Agreement and/or pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by either party in written notification to the other party:

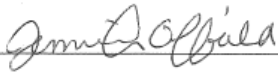
Board of Education
Interstate 35 Schools
P. O. Box 79
Truro, Iowa 50257

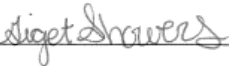
I-35 Education Association
Interstate 35 Schools
P. O. Box 79
Truro, Iowa 50257

Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 22 day of July, 2024.

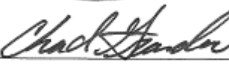
INTERSTATE 35 EDUCATION ASSOCIATION

By , President

By , Chief Negotiator

INTERSTATE 35 COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

By , President

By , Chief Negotiator