MASTER CONTRACT

between

THE OTTUMWA EDUCATION ASSOCIATION

and

THE OTTUMWA COMMUNITY SCHOOL DISTRICT

2024-2027

Ottumwa, Iowa

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COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF EDUCATION

OTTUMWA COMMUNITY SCHOOL DISTRICT

and

OTTUMWA EDUCATION ASSOCIATION

THIS AGREEMENT made and entered into this 20th day of March 2023 by and between the Board of Education, Ottumwa Community School District, hereinafter referred to as the "Employer", and the Ottumwa Education Association, hereinafter referred to as the "Association", WITNESSETH:

ARTICLE 1

RECOGNITION

A. UNIT

The Employer hereby recognizes the Ottumwa Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 56) issued by the PERB on the 11th day of June, 1975, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representation shall cover all personnel assigned to newly created professional positions, unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows: (see Addendum A)

B. DEFINITIONS

1. The term "Employer", as used in this Agreement, shall mean the Board of Education of the Ottumwa Community School District or its duly authorized representatives.

2. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit, as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this Agreement, shall mean the Ottumwa Education Association or its duly authorized representatives or agents.

ARTICLE 2

PROCEDURE FOR NEGOTIATIONS

A. REQUEST FOR MEETING

The Employer and the Association shall meet for the purpose of negotiating and seeking agreement. Request from the Association for a negotiation meeting shall be made in writing to the President of the Board or his/her designated representative. Requests from the Employer shall be made in writing to the President of the Association or his/her representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement. No negotiations are to be conducted during regular school hours, except when required by a mediator or arbitrator. In such case, the Association may be represented by the negotiating team. The Association will notify the Employer of the composition of the team at the first bargaining session. The Association shall pay the cost of the substitutes.

B. ACCESS TO INFORMATION

The Employer agrees to furnish the Association all information as provided by Chapter 68A of the Code of Iowa, which is general public information. Such information already compiled for the Secretary of the Board shall be furnished upon request.

ARTICLE 3

IMPASSE PROCEDURE

Impasse Procedure shall be that set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining)", and any amendments thereto, as the same may be in effect at the time that the impasse is had and impasse procedure under this contract shall be governed by the procedures provided for in said Chapter.

ARTICLE 4

EMPLOYMENT AND ASSIGNMENT

A. ASSIGNMENT

Building assignments for all faculty within each building will be made by the building principal. The principal will discuss his/her plans for assignments with the involved staff members and make sure they have the appropriate certifications and licensure to be highly qualified. Changes in assignments may be made during the school year if determined necessary by district or building level administration.

Each employee will be notified if they are going to be reassigned to a different building. Newly appointed employees shall be advised of their tentative assignment upon employment, but that assignment may change based on the needs of the district.

ARTICLE 5

EMPLOYEE WORK YEAR AND WORKDAY

A. EMPLOYEE WORK YEAR

The in-school work year for Employees on a regular contract shall be 193 days, except new personnel may be required to attend an additional three (3) days of orientation. Any contract days added beyond the 193 days and the orientation days for new staff shall be paid at per diem.

B. HOLIDAYS

The regular contract of Employees shall include six (6) paid holidays which will be determined on an annual basis and printed on the adopted school year calendar.

C. NORMAL HOURS OF WORK

Employees normal hours of work shall be from 8:00 AM to 3:30 PM Monday through Friday,

D. 30 MINUTE DUTY-FREE LUNCH

All Employees will be granted a 30-minute duty-free lunch during the course of the workday.

E. PLANNING/CONFERENCE TIME

During each instructional day, there shall be forty (40) continuous minutes of planning time. This forty (40) continuous minutes of time will be utilized for conferences, instructional planning and preparation including one team collaboration time per week. There may be cases and circumstances where forty (40) continuous minutes is not possible due to compressed schedules, activities and events. This forty (40) minutes of continuous planning time may not apply to elementary physical education, art, music, PK or intervention teachers.

ARTICLE 6

WAGES AND SALARIES

A. SCHEDULE

Each Employee shall receive the salary listed in the salary schedule as set forth in Addendum B, which is attached hereto and made a part hereof, according to the Employee's placement and advancement as determined under this Article.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule: Each Employee shall be placed on his/her present step of the salary schedule as of the current contract year and then granted the advancement as specified in paragraph C below to which he/she is entitled.

2. Credit for Experience: Upon initial employment, certificated employees may be given credit up to and including the twelfth (12th) step of any salary level on the Employee Salary Schedule at the sole discretion of the Employer for teaching experience in another school or for comparable work experience in a related field. At his/her option, the Employer may place the new Employee on either step 1 or step 2 of the salary schedule.

3. At the Employer's discretion, Employees in areas determined to be "hard to find" by the Iowa Department of Education, may be placed, upon hire, three (3) steps beyond actual experience accrued.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments: Employees on the regular salary schedule shall be granted one incrementor vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service in the Ottumwa Community School District consists of ninety (90) or more consecutive days of employment in one 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 eligibility step on the higher lane. All requests for advancements from one educational lane to a higher educational lane must be submitted to the superintendent or superintendent's designee by May 15. The Employee shall be entitled to advancement from one educational lane to another if he/she has successfully completed all class work to qualify him/her for the higher lane by the beginning of the in-school work year. Employees shall have the option to submit transcripts by July 1 with their new pay amount reflected on their September 5th paycheck or to submit transcripts by October 1 with their new pay amount reflected on their October 20th paycheck. Employees may earn a maximum amount of eighteen (18) credit hours per calendar year towards advancement on the salary schedule.

3. Continuing College - University Education:

4. Applications: Pre-approval of courses for lane advancement on the salary schedule is recommended but not required. Courses that are preapproved will be guaranteed to count for lane advancement; courses that are not pre.approved can be denied when transcript checks are done. Three criteria must be met for a course to count toward lane advancement: (1) the course must be taken for graduate credit, (2) the course must be taken from an accredited institution, and

(3) the course must benefit Ottumwa students/Community School District in the Employee's current assignment.

b. Date Earned: Credits for advancement to B.A. plus 15 and B.A. plus 45 must be
earned after the Employee has been awarded a B.A. degree, and, likewise, credit for advancement to M.A. plus 15, M.A. plus 30, M.A. plus 45 and M.A. plus 60/PhD must be earned after the Employee has been awarded an M.A. degree.

c. Level of Credits: The course or seminar must be graduate level work, as specified by an accredited college or university recognized by the Iowa Board of Educational Examiners as acceptable for the renewal of teaching certificates and as acceptable toward an advanced degree in education or an advanced degree in the teaching field of the Employee. However, the Employee does not have to be enrolled as an advanced degree candidate.

D. METHOD OF PAYMENT

1. Pay Periods: Each Employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Any Employee who gives the District his/her retirement notice before the start of the contract year, which will be effective at the end of that contract year, may elect to receive his/her pay in 20 increments rather than 24 increments. Employees shall receive their checks at their regular buildings and on regular school days.

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 workday.

E. EXTRA DAYS

Any Employees whose contract days of assignment exceed the regular Employee work year (and whose position is not listed in Addendum "C") shall be compensated at his/her per diem rate. (Examples: Technology Coordinator; Mentor Coordinator).

ARTICLE 7

EXTRA DUTY PAY

A. EXTRA DUTIES

An Employee performing the extra duties listed in Addendum "C" shall receive extra duty pay in the amount set forth in said Addendum "C". Only those extra duties listed in Addendum "C" shall entitle an Employee to extra duty pay. The Employer may establish additional extra duty positions and the extra duty pay to be received for such duties shall be negotiated between the Employer and the-Association. The Association shall be notified within ten (10) days of the establishment of the additional extra duties.

ARTICLE 8

TYPES OF LEAVE

A SICK LEAVE

The Employee shall be allowed sick leave when unable to perform the duties of employment because of personal illness, injury, or disability. Sick leave should be considered as a form of insurance and not a benefit. It is intended to be used only as needed and not considered a "use it or lose it" benefit.

The employee will provide, upon written request from the District, reasonable verification that the employee is medically unable to work. If the employee is absent because of illness, injury, or disability for a period of three (3) consecutive working days or more, he/she shall present a physician's statement of approval to return to work. The District has the right to request an independent opinion from a physician of its choice, at District expense.

The Employer will grant sick leave for personal illness, injury, or appointments for physician/dentist required treatment for employees. Employees shall be granted Fifteen (15) days sick leave each school year, which shall be equal in length to their normal workday. Up to 15 of these 15 days may be utilized for family illness (spouse, children, parents) if they so choose. Unused sick leave days shall be accumulated from year to year with a maximum accumulation of 160 days exclusive of the 15-day annual allotment. Employees with an accumulation of over 160 sick days will be granted 15 additional sick days each year, but their accumulation at the conclusion of the school year cannot exceed the number of days the employee started the school year with.

B. WORKER'S COMPENSATION

For absences of an employee from the regularly assigned duties as a result of any service connected illness or injury which renders the employee unable to perform the duties of his/her employment and for which workers' compensation participates, the employee will be provided the option to supplement the difference between the amount workers compensation pays and the employee's normal salary by reducing the employee's sick leave ohe full day for each day of absence.

C. PERSONAL LEAVE

- **Personal Leave with Pay:** Each Employee shall be allowed two (2) days of personal leave with pay.

- **Personal Leave without Pay:** Each Employee shall be allowed two (2) days of personal leave without pay.

- Employees must submit their request for personal leave, through Frontline, at least 24 hours in advance. On rare occasions, this 24-hour notice may be waived by the Director of Human Resources due to unforeseen circumstances (i.e. weather related or other emergencies that do not fall under sick leave).

- The number of hours of pay shall be the designated number of hours assigned for said Employee at the beginning of the school year. Part-time Employees will be granted a day equal in length to their normal workday.

- No paid personal leave day shall be taken immediately prior to or immediately following a holiday or school vacation. Personal leave must be taken on a one-half (1/2) or full day basis.

- Should the personal day(s) (without pay) be taken immediately prior to or immediately following a school vacation period, comp day or holiday, the Employee shall forfeit holiday pay.

- For Employees hired during the second semester, the personal days will be prorated by half.

D. BEREAVEMENT

The Employee shall be granted, without loss of pay, a leave of up to five (5) days per year for death of each of the following: spouse, parent, child, or sibling.

The Employee shall be granted, without loss of pay, a leave of up to three (3) days per year for death of each of the following: grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law.

In the case of the death of any other relatives or persons, the Employee shall be granted, without loss of pay, a leave of up to a total of one (1) day per school year for attendance at funerals.

E. UNPAID LEAVE

An employee who has exhausted all applicable leave available may request unpaid leave. The initial request will be made to his/her direct supervisor, and if they determine the request to be reasonable and necessary then they will forward that request, in writing, to the Director of Human Resources who will have complete authority to grant or deny the request.

In making this determination, the Director of Human Resources will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence and other factors he/she believes are relevant to making this determination. Requests for discretionary leave are not encouraged.

If additional unpaid leave is approved by the Director of Human Resources, the written request from the Employee will be placed on the next personnel report for final Board approval.

F. EXTENDED LEAVES OF ABSENCE

The Board may, at its discretion, grant a leave of absence without salary and/or credit for experience, to any bargaining unit Employee for the following reasons:

- Teaching in a foreign country or in a domestic government program;
- Military Service, as per Federal or State law;
- Education leave or professional leave

Application: Application should be made in writing on or before March 15th of each year for leave requests for the following school year.

Discharge: If the Employee is granted an extended leave for a specific purpose and thereafter fails to pursue that purpose during the term of such leave, the Superintendent may revoke the leave and the Employee's contract will be discharged.

Notification to Return to Work: Any Employee granted a leave of absence for one (1) year shall notify the Superintendent by February 15 whether said Employee intends to return to teach for the following school year. Said notification shall be in writing and shall state whether the Employee intends to return to work or resign. A failure to give such notification by said time shall be treated as a resignation.

Failure to Return to Work: Any Employee who does not report for work at the termination of an authorized leave of absence shall be considered to have voluntarily quit.

G. JURY DUTY

Any Employee called for jury duty during school hours shall be provided such time at no cost to the Employee. Any fees the Employee receives, excluding mileage, during such leave shall be turned over to the Employer, or, at the Employee's option, the Employee may retain the jury duty pay and receive no compensation from the Employer. Employee shall return to work if responsibilities are completed before 1:30 p.m.

H. COURT APPEARANCE

An Employee subpoenaed as a witness in a court trial may do so without loss of pay, providing the Employee is not a defendant or plaintiff in the proceeding. Employee shall return to work if responsibilities are completed before 1:30 p.m.

ARTICLE 9

HEALTH PROVISIONS

When requested by the Employer, an Employee whose fitness to perform assigned tasks is in doubt shall complete a required medical examination.

ARTICLE 10

SAFETY PROVISIONS

A. SAFE AND SECURE LEARNING ENVIRONMENT

The district is committed to maintaining a safe and secure learning environment for students and staff. In order to accomplish this, it is the responsibility of all employees to do their part in creating this safe and secure environment. Employees should contact their building principal to report any security/safety hazard(s) or condition(s).

B. REPORTING ASSAULTS

Employees shall immediately report cases of assault suffered by them in connection with their place of employment to their building principal or other immediate supervisor.

C. USE OF REASONABLE FORCE

State law forbids school employees from using corporal punishment against any student. However, school employees may use "reasonable and necessary force, not designated or intended to cause pain" when reasonable and necessary to protect students, protect themselves and prevent harm to persons or property, among other things. Additional guidance and definitions related to student discipline, restraint, and detention is available from the Iowa Department of Education and in Ottumwa Community School District Employee Handbook.

ARTICLE 11

RIGHTS OF THE PARTIES

A. ASSOCIATION RIGHTS

1. Use of Facilities

The Association shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day, provided such meetings in no way interfere with use by the Employer or any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Association. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

2. Communications

The Association shall have the right to use faculty mailboxes and email for announcements relating to the conduct of Association business on behalf of members of the Association. Distribution procedures are to be mutually agreed upon by the Association and the Superintendent or designee.

3. Bulletin Board Space

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.

B. BOARD RIGHTS

- Direct the work of its public employees.

- Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.

- Suspend or discharge public employees for proper cause.

- Maintain the efficiency of governmental operations.

- Relieve public employees from duties because of lack of work or for other legitimate reasons.

- Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

- Take such actions as may be necessary to carry out the mission of the public employer.

- Initiate, prepare, certify and administer its budget.

- Exercise all powers and duties granted to the public employer by law.

ARTICLE 12

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A grievance is an allegation by an Employee, a group of Employees, or the Union that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

2. Grievant: A grievant is the initiator of the grievances and any party who joins with the initiator at any subsequent level of the procedure set forth below.

3. Party in Interest: A "party in interest" is the Employee or Employees making the complaint and any person, including the Association or the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

4. Designated Representative: A designated representative is any person designated by any party in interest to act for, or in conjunction with any party of interest.

8. PURPOSE

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

C. PROCEDURE

Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One - Principal or Immediate Supervisor (Informal):

An Employee with a grievance shall first discuss it with his/her principal or immediate supervisor within ten (10) school days after the grievant/aggrieved Employee has knowledge of such occurrence. This discussion may be with or without the Association's designated representative, with the objective of resolving the matter informally.

2. Level Two - Principal (Formal):

a. If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the grievant/aggrieved person may invoke the formal grievance procedure, either individually or through the Association, on the form set forth in Addendum "D". The grievance form shall be available in the office of each principal or building representative and said form shall be signed by the grievant. aggrieved party. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within twenty (20) school days from the time of the level one meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.

b. The appropriate principal or 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 individual grievant/aggrieved party and the Association.

c. If the grievant/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 by delivering a copy of the formal grievance and disposition to the Superintendent within 5 days after the date of delivery of the disposition. If the grievant/aggrieved person does not respond within the five (5) school day period, the matter shall be dropped.

3. Level Three - Superintendent

a. The Superintendent or designee shall meet with the grievant/aggrieved person and the Association within ten (10) school days of receipt of the grievance. Within seven (7) school days of the level three meeting, the Superintendent or designee

shall indicate his/her disposition in writing and shall furnish a copy thereof to the Association.

b. If the grievant/aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within seven (7) school days of receipt of said grievance, the grievant/aggrieved person may transmit the grievance to level four by submitting written notice of arbitration to the Superintendent within seven (7) days from said meeting. If the grievant/aggrieved person does not respond within a seven (7) school day period, the matter shall be dropped.

4. Level Four - Arbitration

a. If the grievant/aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the grievant/aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

b. Within ten (10) school days after written notice to the Employer of submission to arbitration, the Employer 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 Public Employment Relations Board by either party within fifteen (15) school days after written notice to the Employer of submission ofgrievance to go to arbitration. The list shall consist of seven (7) arbitrators and 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 shall do so within two (2) days. The other party shall remove one of the names remaining in one day and continue in this manner until one name remains. The person whose name remains shall be the arbitrator.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

d. 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 decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.

e. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the Association and the Board and shall have no authority to make a decision on any other issue not so submitted. Consistent with these provisions, the award of the arbitrator shall be final and binding on the parties.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association: Any grievant/aggrieved person may be represented at all stages of the grievance procedure by himself/herself or his/her own selected representative, or at his/her option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels.

2. Released Time: When it is necessary for an grievant/aggrieved person or an Association representative to be present at a meeting with the Superintendent at level three or before a hearing before the arbitrator at level four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.

3. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest and their designated or selected representatives herein referred to in this Article and shall include only the witnesses in said matter. Record of the proceedings may be taken electronically, or otherwise, by either party.

4. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 13

COMPLIANCE CLAUSES AND DURATION

A SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. POSTING OF PRINTED AGREEMENT

Within thirty (30) days after this agreement is signed, the Employer will post the agreement on the District's website and provide an electronic copy to the Association.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter, or electronic mail 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 District Office at 1112 North Van Buren Street, Ottumwa, Iowa

2. If by Board, to Ottumwa Education Association, Unit 9, 109 North Court, Ottumwa, Iowa
3. Or electronic mail

D. DURATION PERIOD

This agreement shall be effective as of August 15, 2021 and shall continue in effect until August 14, 2024.

This agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted under the procedure set forth in Article 2, "Procedure for Negotiations".

Addendums "B"/'E" wages and Addendum "C" will be opened annually.

ARTICLE 14

SENIORITY

A. CONTINUOUS EMPLOYMENT

Seniority shall be defined as an Employee's length of continuous service with the Employer since the Employee's most recent date of hire.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated in the following circumstances:

1. An accepted resignation.

2. Termination or non-renewal of an individual teaching contract.

3. Engaging in other employment (including the active seeking of employment) while on a paid leave of absence under Article XII, Section B-F.

4. Failure to report for work at the end of a leave of absence.

5. Retirement.

B. SENIORITY LIST

Seniority shall be district-wide and a seniority list shall be established. The seniority list shall include the name of each Employee, including probationary Employees (except that such inclusion shall not grant seniority to the probationary Employees and is for information only), the years of service based on the earliest date of continuous employment (the date Employee signed individual contract issued at the beginning of continuous employment), the certification awarded by the Iowa Department of Public Instruction (to include the highest degree obtained, the endorsements and approval areas.)

C. CHANGES IN SENIORITY LIST

Changes, if any other than caused by the passage of time, in the official seniority list shall be made yearly by the Employer and shall be posted on or before November 1 of each year. Such changes shall be posted in the administration building and a copy will be sent to the President of the Ottumwa Education Association by certified, return-receipt requested mail and additional copies shall be posted in each school building. Such changes in the official seniority list, unless challenged on or before November 21 of the contract year of posting, shall be final and shall be incorporated into the official list, which shall then become the new official seniority list. If such posting is delayed, the time within which challenges to the seniority list may be made shall be extended to twenty (20) days following the date of the delayed posting. After the challenge period expires, a copy of such new official seniority list shall be posted at the administration building; a copy will be sent to the President of the Ottumwa Education Association by

certified, return-receipt requested mail; and additional copies shall be posted in each school building.

D. ACCRUAL

As long as an individual is employed by the Employer under a teaching contract, his/her seniority continues to accumulate. Seniority shall accrue at the same rate for full-time and part-time teachers and shall accrue at the rate of one year per fiscal year. Seniority shall not accrue during layoffs.

E. RETAINED SENIORITY

Any bargaining unit Employee who has accepted or in the future accepts a position with the Employer outside the bargaining shall retain seniority earned while a member of the bargaining unit. If an Employee returns to the bargaining unit and has not been outside the bargaining unit for more than Eight (8) years, the Employee shall be placed on the seniority list at the appropriate point for the seniority retained.

If the Employee has been outside the bargaining unit for more than Eight (8) years, the Employee shall lose all accrued bargaining unit seniority.

F. DETERMINATION WHEN SENIORITY IS EQUAL

When seniority between or among Employees is equal, ranking of those employees shall be determined by the last four digits of the employee's social security number with the smaller number formed by the last four digits representing the "more senior" employee.

ADDENDUM "A"

ORDER OF CERTIFICATION

Now on this 11th day of June, 1975, the Board being advised that an election was conducted on May 13, 1975, pursuant to order of the Public Employment Relations Board and that Ottumwa Education Association, an Employee organization, received an affirmative vote of a majority of Employees in the bargaining unit, the Board having further found that the aforesaid Employee organization has fully complied with all regulations of the Public Employment Relations Act and the rules and regulations thereunder.

IT IS HEREBY ORDERED BY THE BOARD that Ottumwa Education Association should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the Employees of Ottumwa Community School District, a public Employer, in the following bargaining unit:

INCLUDED: All professional, self-contained classroom teachers and itinerant teachers who are full or part-time Employees who are under contract or serving under letters of appointment, Education teachers, Vocal Music teachers, Remedial Reading teachers, all Title Program teachers, Special Education Teachers, Learning Disabilities teachers, Occupational Therapists, Physical Therapists, Community School Program Staff, Foreign Language teachers, Vocational Technical Staff, Hearing Impaired teachers, Career Education teachers, Socially Maladjusted teachers, Physical Education teachers, Office Education teachers, and Department Heads, Audio-Visual Specialists, Librarians, Nurses, Coaches, Guidance Counselors, and Guidance Director.

EXCLUDED: Superintendent, Administrative Assistant - Personnel, Director of Curriculum, K-12, Business Manager, Principals, Assistant Principals, Supervisors of Instrumental Music, Elementary Music, Art, Industrial Arts, Physical Education and Gifted and Talented. Director of Activities and Substitute Teachers and all other persons excluded by Section 4 of the Act.

Ottumwa Community School District

ADDENDUM "B"

COMBINED 2023/2024 SALARY SCHEDULE

Includes Regular Pay, TQSS (Including Phase II) & Longevity Contract Days = 193

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	46,167	47,052	48,706	48,706	50,130	51,910	54,046	56,183
2	46,940	47,882	49,478	49,478	50,991	52,978	55,203	57,429
3	48,539	49,565	51,127	51,127	51,850	54,046	56,361	58,675
4	48,997	50,050	51,564	51,564	52,711	55,114	57,518	59,921
5	49,802	50,963	52,266	52,266	54,402	56,895	59,387	61,879
6	50,646	51,936	53,868	53,868	56,094	58,675	61,256	63,837
7	51,520	52,889	55,470	55,470	57,785	60,455	63,125	65,796
8	52,444	54,402	57,073	57,073	59,476	62,235	64,995	67,754
9	53,868	55,915	58,675	58,675	61,167	64,015	66,864	69,712
10	55,292	57,429	60,277	60,277	62,858	65,796	68,733	71,670
11	56,717	58,942	61,879	61,879	64,549	67,576	70,602	73,628
12		60,455	63,481	63,481	66,241	69,356	72,471	75,587
13		61,968	65,084	65,084	67,932	71,136	74,341	77,545
14		63,481	66,686	66,686	69,623	72,916	76,210	79,503
15			68,288	68,288	71,314	74,697	78,079	81,461
16			69,890	69,890	73,005	76,477	79,948	83,420
17			71,492	71,492	74,697	78,257	81,817	85,378
18						80,037	83,687	87,336
19								89,294
20								91,252
Longevity		64,306	72,317	72,317	75,522	80,862	84,512	92,077

Longevity: Employees will receive longevity of $825 when they have been on the last available step of these lanes for at least one year.

National Board Certification: Any certified staff member with National Board Certification will receive an additional amount equivalent to longevity pay.

Increments:

BA	4.00%	MA+15	4.75%
BA+15	4.25%	MA+30	5.00%
BA+45	4.50%	MA+45	5.25%
MA	4.50%	MA+60/PhD	5.50%

Ottumwa Community School District

ADDENDUM "B" (cont.)

2023/2024 PER DIEM SALARY SCHEDULE

Includes Phase II, excludes Teacher Quality Salary Supplement

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	205.32	212.24	224.69	224.69	232.07	241.30	252.36	263.44
2	209.33	216.54	228.69	228.69	236.53	246.83	258.36	269.89
3	213.31	220.85	232.68	232.68	240.98	252.36	264.36	276.35
4	214.54	222.85	234.84	234.84	245.45	257.90	270.35	282.80
5	221.93	230.69	243.14	243.14	254.21	267.12	280.04	292.95
6	229.31	238.53	251.44	251.44	262.97	276.35	289.72	303.09
7	236.68	246.37	259.74	259.74	271.74	285.57	299.40	313.24
8	244.06	254.21	268.05	268.05	280.50	294.79	309.09	323.39
9	251.44	262.05	276.35	276.35	289.26	304.02	318.78	333.53
10	258.82	269.89	284.65	284.65	298.02	313.24	328.46	343.68
11	266.20	277.73	292.95	292.95	306.78	322.47	338.15	353.82
12		285.57	301.25	301.25	315.55	331.69	347.83	363.97
13		293.41	309.55	309.55	324.31	340.91	357.52	374.12
14		301.25	317.85	317.85	333.07	350.13	367.20	384.26
15			326.16	326.16	341.83	359.36	376.89	394.41
16			334.46	334.46	350.60	368.59	386.57	404.56
17			342.76	342.76	359.36	377.81	396.25	414.70
18						387.03	405.94	424.85
19								434.99
20								445.14
Longevity		305.52	347.03	347.03	363.64	391.31	410.22	449.41

Ottumwa Community School District

ADDENDUM "C"

ATHLETICS / MUSIC / ACTIVITIES & CLUBS SALARY SCHEDULE

The Supplemental pay for Athletics, Music, and Activities & Clubs shall be a percentage of the "Addendum "C" base pay of $39,529 for 2023-2024.

ATHLETICS

High School Head Coaches	**Percentage**
Basketball, Football, Wrestling	20.00%
Baseball, Softball, Volleyball	18.00%
Swimming, Track	16.00%
Soccer, Bowling, Tennis, Cross Country, Golf	12.00%
Tennis - Boys & Girls Combined	15.00%
Cross Country - Boys & Girls Combined	18.00%
Fall Cheerleading	8.50%
Winter Cheerleading	8.50%
High School Assistant Coaches	
Basketball, Football, Wrestling	12.00%
Volleyball	10.00%
Baseball, Softball	9.00%
Swimming, Track	8.00%
Soccer, Bowling, Tennis, Cross Country	6.00%
Fall Cheerleading	4.25%
Winter Cheerleading	4.25%
Middle School Coaches	
Basketball, Football, Wrestling, Volleyball	8.50%
Cheerleading Head	7.50%
Cheerleading Assistant	3.75%
Track, Cross Country	6.50%
Strength & Conditioning	
Strength & Conditioning Head	20.00%
Strength & Conditioning Assistant	4.00%

MUSIC

Orchestra	**Percentage**
High School Orchestra	7.00%
Middle School Orchestra, 6-8	5.00%
Elementary Orchestra, 5th	3.00%
Band	
High School Band, includes jazz & pep band	22.00%
High School Asst Band	8.00%
Percussion	7.00%
Middle School Band, 7-8, includes jazz band	8.20%
Middle School Band, 6th	3.00%
Elementary Band, 5th	3.00%
Musical (every other year)	

High School Musical-Instrumental	4.00%
High School Musical-Vocal	4.00%
Vocal	
High School Vocal	10.00%
High School Show Choir	8.00%
High School Show Choir Asst	4.00%
Middle School Vocal, 6-8	8.00%
Middle School Show Choir	3.00%
Elementary Honor Choir	5.00%

ACTIVITIES & CLUBS

Tier 1 Activities/Clubs	Percentage
Archery	12.00%
High School Dramatics	12.00%
High School Student Council	12.00%
Tier 2 Activities/Clubs	
Speech: Head Large Group	10.00%
Speech: Assistant Large Group	5.00%
Debate: Head	10.00%
Debate: Assistant	5.00%
Trap Shooting	10.00%
Tier 3 Activities/Clubs	
Argus Annual Yearbook	7.00%
Drill Team (Color Guard)	7.00%
Torch Club/NHS	7.00%
Stage Assistant	7.00%
Tier 4 Activities/Clubs	
Esports	4.00%
Robotics Club	4.00%
Science Club	4.00%
Shark Club	4.00%
Speech: Head Individual	4.00%
Dramatics - Middle School	4.00%
Interact Club	4.00%
Lego League - Middle School	4.00%
Lego League - Elementary	4.00%
Middle School Student Council: Head	4.00%
Middle School Student Council: Assistant	2.00%
Middle School Yearbook	4.00%
Tier 5 Activities/Clubs	
Dance Team	3.00%
High School Best Buddies	3.00%
High School Best Buddies: Assistant	1.50%
Math Club - Middle School	3.00%
Tier 6 Activities/Clubs	
Art Club - High School	2.00%

Art Club - Middle School	2.00%
Media Club - Middle School	2.00%
Class Sponsors	2.00%
Computer Club - High School	2.00%
FCCLA	2.00%
Invention Convention - Elementary	2.00%
Safety Patrol Club - Elementary	2.00%

OTHER/MISCELLANEOUS

Instructional Work - Full Day Rate: Generator base divided by contract days, $184 daily rate
Instructional Work - Hourly Rate: Instructional Work daily rate divided by 7.5, $24.53 hourly rate
Light and Sound Manager: 16.00% of Addendum C Base Pay

Addendum C base rate of pay is equal to the Generator Base plus $3,925
Effective date of August 15, 2023

ADDENDUM D – GRIEVANCE REPORT

Distribution of form
1. Union
2. Employee
3. Appropriate Supervisor
4. Superintendent

#____

_____
date filed

School District _____

Building _____

Name of aggrieved person _____

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

_____

_____

D. Relief Sought _____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal or Immediate Supervisor

_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL III

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

B. Disposition by Superintendent or Designee _____

_____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

LEVEL IV

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

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

C. Disposition of Award of _____

_____

_____

_____

_____ _____
Signature of Arbitrator Date of Decision

Ottumwa Community School District

ADDENDUM "E"

TEACHER SALARY SUPPLEMENT

Teachers 2023/2024: Amount in addition to equal amount for all staff

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	1,200	750						
2	1,200	750						
3	2,030	1,600	880	880				
4	2,250	1,700	900	900				
5	1,630	1,100						
6	1,050	560						
7	500							

Staff on the above steps and lanes shall receive the amount listed above in addition to an equal amount that will be distributed to all staff based on FTE.

Ottumwa Community School District

ADDENDUM "E" (cont.)

TEACHER QUALITY SALARY SUPPLEMENT

Teachers 2023/2024: Distributes 99% of available funds. Excluding Phase II Equivalent.
$5,340 estimated

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	6,540	6,090	5,340	5,340	5,340	5,340	5,340	5,340
2	6,540	6,090	5,340	5,340	5,340	5,340	5,340	5,340
3	7,370	6,940	6,220	6,220	5,340	5,340	5,340	5,340
4	7,590	7,040	6,240	6,240	5,340	5,340	5,340	5,340
5	6,970	6,440	5,340	5,340	5,340	5,340	5,340	5,340
6	6,390	5,900	5,340	5,340	5,340	5,340	5,340	5,340
7	5,840	5,340	5,340	5,340	5,340	5,340	5,340	5,340
8	5,340	5,340	5,340	5,340	5,340	5,340	5,340	5,340
9	5,340	5,340	5,340	5,340	5,340	5,340	5,340	5,340
10	5,340	5,340	5,340	5,340	5,340	5,340	5,340	5,340
11	5,340	5,340	5,340	5,340	5,340	5,340	5,340	5,340
12		5,340	5,340	5,340	5,340	5,340	5,340	5,340
13		5,340	5,340	5,340	5,340	5,340	5,340	5,340
14		5,340	5,340	5,340	5,340	5,340	5,340	5,340
15			5,340	5,340	5,340	5,340	5,340	5,340
16			5,340	5,340	5,340	5,340	5,340	5,340
17			5,340	5,340	5,340	5,340	5,340	5,340
18						5,340	5,340	5,340
19								5,340
20								5,340

Ottumwa Community School District

ADDENDUM "E" (cont.)

TEACHER SALARY SCHEDULE

Excludes Teacher Quality Salary Supplement, includes Phase II Equivalent
Teachers 2023/2024: $35,604 generator base for 193 days.

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	39,627	40,962	43,366	43,366	44,790	46,570	48,706	50,843
2	40,400	41,792	44,138	44,138	45,651	47,638	49,863	52,089
3	41,169	42,625	44,907	44,907	46,510	48,706	51,021	53,335
4	41,407	43,010	45,324	45,324	47,371	49,774	52,178	54,581
5	42,832	44,523	46,926	46,926	49,062	51,555	54,047	56,539
6	44,256	46,036	48,528	48,528	50,754	53,335	55,916	58,497
7	45,680	47,549	50,130	50,130	52,445	55,115	57,785	60,456
8	47,104	49,062	51,733	51,733	54,136	56,895	59,655	62,414
9	48,528	50,575	53,335	53,335	55,827	58,675	61,524	64,372
10	49,952	52,089	54,937	54,937	57,518	60,456	63,393	66,330
11	51,377	53,602	56,539	56,539	59,209	62,236	65,262	68,288
12		55,115	58,141	58,141	60,901	64,016	67,131	70,247
13		56,628	59,744	59,744	62,592	65,796	69,001	72,205
14		58,141	61,346	61,346	64,283	67,576	70,870	74,163
15			62,948	62,948	65,974	69,357	72,739	76,121
16			64,550	64,550	67,665	71,137	74,608	78,080
17			66,152	66,152	69,357	72,917	76,477	80,038
18						74,697	78,347	81,996
19								83,954
20								85,912
Longevity		58,966	66,977	66,977	70,182	75,522	79,172	86,737

Longevity: Employees will receive longevity of $825 when they have been on the last available step of these lanes for at least one year.

A RN Certified School Nurse shall receive a salary that is 85% of the BA lane, including steps

Ottumwa Community School District

ADDENDUM "E" (cont.)

SALARY SCHEDULE INDEX 2023/2024

Excludes Teacher Quality Salary Supplement, includes Phase II Equivalent.

Step	BA	BA+15	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Ph.D.
1	111.30%	115.05%	121.80%	121.80%	125.80%	130.80%	136.80%	142.80%
2	113.47%	117.38%	123.97%	123.97%	128.22%	133.80%	140.05%	146.30%
3	115.63%	119.72%	126.13%	126.13%	130.63%	136.80%	143.30%	149.80%
4	116.30%	120.80%	127.30%	127.30%	133.05%	139.80%	146.55%	153.30%
5	120.30%	125.05%	131.80%	131.80%	137.80%	144.80%	151.80%	158.80%
6	124.30%	129.30%	136.30%	136.30%	142.55%	149.80%	157.05%	164.30%
7	128.30%	133.55%	140.80%	140.80%	147.30%	154.80%	162.30%	169.80%
8	132.30%	137.80%	145.30%	145.30%	152.05%	159.80%	167.55%	175.30%
9	136.30%	142.05%	149.80%	149.80%	156.80%	164.80%	172.80%	180.80%
10	140.30%	146.30%	154.30%	154.30%	161.55%	169.80%	178.05%	186.30%
11	144.30%	150.55%	158.80%	158.80%	166.30%	174.80%	183.30%	191.80%
12		154.80%	163.30%	163.30%	171.05%	179.80%	188.55%	197.30%
13		159.05%	167.80%	167.80%	175.80%	184.80%	193.80%	202.80%
14		163.30%	172.30%	172.30%	180.55%	189.80%	199.05%	208.30%
15			176.80%	176.80%	185.30%	194.80%	204.30%	213.80%
16			181.30%	181.30%	190.05%	199.80%	209.55%	219.30%
17			185.80%	185.80%	194.80%	204.80%	214.80%	224.80%
18						209.80%	220.05%	230.30%
19								235.80%
20								241.30%
Increments:								
	4.00%	4.25%	4.50%	4.50%	4.75%	5.00%	5.25%	5.50%

OTTUMWA EDUCATION ASSOICATION

By:

Its President

By: Brett Fischels

Its Chief Negotiator

OTTUMWA BOARD OF EDUCATION

By:

Its President

By:

Its Chief Negotiator