

Master Contract
between
INDIANOLA EDUCATION ASSOCIATION
and the
INDIANOLA COMMUNITY SCHOOL DISTRICT
for school years

2023-24

2024-25

2025-26

2026-27



Indianola, Iowa

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Section A

District/Association Relations (All)

Preamble

The Board of Directors of the Indianola Community School District, hereinafter referred to as the "Board" and the Indianola Education Association, hereinafter referred to as the "Association," recognize the aim of the public schools is to provide a quality education program for the children and the youth of the district.

Whereas, the Board has agreed to negotiate in good faith with the Association and,

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

Article I Recognition

A. Unit

The Board hereby recognizes the Indianola 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 (BU-0316) issued by the PERB on the 25th day of October, 2022, whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board of Education of the Indianola Community School District. The District will inform the Association of the establishment of new job classifications. The parties will meet, upon request, to discuss the inclusion or exclusion of such job classifications. If the parties are unable to agree, the issue may be resolved through appropriate procedures under Chapter 20, Code of Iowa.

The Unit described in the above certification is as follows:

Included: All teachers, nurses, librarians, professional school counselors, behavior strategists and associates

Excluded: Superintendent, principals, assistant principals, athletic/activity director, school board secretary, and all others excluded under Section 4 of the Act

B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Education of the Indianola Community School District or its duly authorized representatives.
2. The term "Employee," as used in this agreement, shall mean all professional employees including associates 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 Indianola Education Association or its duly authorized representative or agents.

Article II Employee Rights

Public employees shall have the right to:

- A. *Organize, or form, join, or assist any employee organization*
- B. *Negotiate collectively through representatives of their own choosing*
- C. *Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this (Iowa Public Employment Relations Act) or any other law of the State*

D. Refuse to join or participate in the activities of employee organizations, including the payment of dues, fees, assessments, or service fees of any type

E. Review their official personnel file

1. The official personnel file is maintained at district office. All evaluations of employees that are to be retained will be placed in the official personnel file.
2. An employee may review the contents of the official personnel file by requesting the review with the superintendent or designee and setting a time for the review.
3. The employee shall have the right to respond to all material contained in said official personnel file and to any material to be placed in said file in the future. Such employee responses shall be part of said file.
4. Any complaints directed toward an employee which are placed in the official personnel file are to be promptly called to the employee's attention in writing.
5. The principal will forward documents for the official personnel file, located in the district office. These documents include, but are not limited to:
 - a. Individual Career Development Plans
 - b. Observation Forms
 - c. Summative Evaluations
 - d. End of Season Athletic Coaches Evaluations
6. If any information contained in the employee's official personnel file is transferred, the employee will be notified.

F. Recall at Previous Status

Any employee who is laid-off pursuant to a reduction in force and subsequently recalled or re-employed shall be given salary, related benefits and experience commensurate with the employee's status at the time of reduction.

G. Thirty Minute Duty Free Lunch

Employees shall have a scheduled duty-free lunch period each day of not less than 30 consecutive minutes between 10:50 a.m. and 1:10 p.m. Exceptions as to the length of time and period of time will be agreed upon by the individual employee and principal.

Article III Association Rights

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program, or working day. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school. Any charges to be paid by the Association would be predetermined before the meeting is held.***
- B. The Association shall have the right to use faculty mail boxes and district email to provide its members a reasonable volume of appropriate announcements regarding Association business.***
- C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use the designated bulletin board space for Association announcements and all material posted will relate only to the Association's official business.***
- D. Any visitor to the school must obtain permission from the building principal or designee before talking to faculty members during school hours.***
 1. Duly authorized representatives of the Association and its respective affiliates may request permission to talk to an employee on school property during school hours through the principal's office. If permission is not granted, the employee will be allowed to come to the office to make arrangements for an appointment at another time.
- E. The Association may have access to phones in the school for local calls as long as it does not interfere with the routine business of the school. The principal in each school will designate which phone can be used in private.***
- F. The Association may request from the principal approval to use business machines and computers that are available to carry out Association business. If consumable materials are used, the District will be reimbursed by the Association. Such request will not be unreasonably withheld.***

Article IV Procedures for Negotiations

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

B. Request for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or designated representative. Requests from the Board shall be made in writing to the President of the Association or designated representative.

The schedule for negotiations is to start on or after August 15 of each year. After this date of each year, either party may request a meeting according to the following rules:

1. 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 negotiating representatives as may be necessary to complete an agreement.
2. Negotiations, mediation, and arbitration shall not take place between 8:00 a.m. - 3:45 p.m. on a school day except by mutual agreement of the Board and the Association.

C. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances.

Article V Grievance Procedures

A. Definitions

1. Grievance

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

2. Aggrieved Person

An "aggrieved person" is the person or persons directly and adversely affected by the alleged violation, misinterpretation or misapplication of the agreement or, in the case of the Association, the "aggrieved person" is the Association.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance as defined in Section A-1 under definitions. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. The procedure for grievance must be initiated within 20 calendar days of the occurrence of the event giving rise to the grievance.
2. 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.
3. Year-End Grievance
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or with a maximum of 30 days thereafter.
4. Level One—Principal or Immediate Supervisor (Informal)
An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and principal or immediate supervisor.
5. Level Two—Principal or Immediate Supervisor (Formal)
If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Form 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.

The appropriate principal or immediate supervisor shall indicate the disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made, then within the ten (10) school day period, the grievance shall be transmitted to Level Three.

6. Level Three—Superintendent
The Superintendent or designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within five (5) school days following such meeting the Superintendent or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person.
7. Level Four—Arbitration
 - a. If the 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 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. If the grievant and the Association determine that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.

- c. Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually accepted arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list 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. The parties shall alternately strike names from the list within ten (10) school days following receipt of the list. The person whose name remains shall be the arbitrator.

The opinion of the arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the expressed relevant language of the agreement.

- d. 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 District and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. *Right of Employee to Representation*

An aggrieved person may be represented at all pre-arbitration stages of the grievance procedure individually or by a representative selected or approved by the Association. When an employee is not represented by the Association, the aggrieved person may request that a representative of the Association be present.

D. *Meetings and Hearings*

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties and their designated or selected representatives, heretofore referred to in the article. All meetings or hearings shall not take place between the hours of 8:00 a.m. and 3:45 p.m. on a school day except by mutual agreement between the aggrieved party and the Board or their representatives.

Article VI Payroll Deductions

Upon appropriate written/electronic authorization from the employee, the District shall deduct from the salary of any eligible employee and make appropriate remittance for:

- Group Health, Health Savings Accounts and Accident Insurance
- Dental Insurance
- Group Life Insurance (additional coverage with same company)
- Annuities
 - *The carrier for the individual annuity will be stipulated by the employee from the carriers allowed by the Iowa Department of Administrative Services Retirement Investors Club (RIC).*
- Any other District approved deductions not listed

Individuals will be allowed to join the groups according to the rules and regulations as established by the District and the approved Insurance Carrier.

An employee may start or alter an annuity any calendar month provided all the proper forms are signed and delivered to the payroll office by the last working day of the month prior to the intended change.

Neither the district nor the association is responsible for the following aspects concerning individual annuities:

- completion of necessary paperwork or
- financial security of carrier.

These responsibilities as well as ownership lie with the individual employee.

Section B Licensed Employees

Article VII Leaves of Absence

Minimum use of all leaves shall be one half day (½ day AM or ½ day PM). Employees hired after the beginning of a school year shall receive prorated leave of absence allotments for the first year of employment based on the days contracted. Employees contracted at less than 1.0 FTE shall receive prorated leave of absence allotments based on their FTE amount.

A. Sick Leave (Section 279.40, Code of Iowa)

1. Employees are annually granted 15 days of leave of absence for illness or injury with full pay. Sick leave may be used to attend routine medical appointments.
2. Sick days shall be cumulative to a total of one hundred thirty-five (135 days). Employees who had an accumulated sick leave balance in excess of 135 days as of June 30, 2013, will be allowed to carry forward these excess days to their accumulated sick leave balance. These employees will receive 15 days of sick leave annually but will not exceed their grandfathered total when reconciled at year-end.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the contract year. Medical documentation of the personal illness or disability may be required. The leave may be extended for an additional period of time, if approved by the Board. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.
4. Former employees, who leave district employment and are rehired within one year, will be granted accumulated sick leave at the time of their employment separation not to exceed 135 days.

B. Family Medical Leave

1. Up to ten (10) days of leave with pay per year will be granted to an employee to care for an ill or injured spouse, child, parent, parent-in-law, grandchild, and/or brother or sister.
2. Family Medical leave shall be taken out of the employee's sick leave.
3. The routine birth of a grandchild is **not** considered an illness or injury.
4. The employee will notify the principal in advance except in cases of emergency.

C. Adoption

1. Up to six (6) weeks of leave with pay will be granted to an employee who adopts a child. Leave shall be deducted from the employee's sick leave.
2. The employee will notify the principal in advance.

D. Bereavement Leave

1. Up to ten 10 days of leave with pay will be granted per year not to exceed 5 days leave per occurrence. These days are intended to provide employees the opportunity to attend visitations, memorial services, funerals and to grieve the loss. For other absences related to settling an estate or other related legal issues personal leave (with or without pay) must be used. In extreme circumstances, an employee may be granted more than the five consecutive days at the discretion of the Superintendent or their designee.
2. Bereavement leave will be taken out of the employee's sick leave.
3. The employee will notify the principal in advance except in cases of emergency.

E. Personal Leave without Pay

1. Up to three (3) days of leave without pay will be granted.
2. This leave must be arranged with the building principal in advance.
3. This leave could be used for any purpose at the discretion of the employee.
4. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.
5. The amount deducted from the employee's salary for one day will be 1/190th (1/193rd for new teachers) of the combined Schedule A salary.

F. Personal Leave with Pay

1. An employee will be granted two (2) working days per year, cumulative to four (4), for personal leave with pay. Any employee who has accumulated the maximum personal leave and who would otherwise lose an accumulated day shall receive a buy-back payment from the District as follows:

<u>Year End Personal days</u>	<u>Buy-Back</u>
4 days	2 days
3.5 days	1.5 days
3 days	1 day
2.5 days	0.5 day

The payment shall be equivalent to the substitute teacher rate of pay. The payment shall be made in the June check.

2. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

G. Legal Requirement

1. An employee will be granted legal leave with pay when required to appear in court for school district business. An employee may be granted discretionary leave without pay to attend to a legal matter the employee is not a party. Available personal leave (with or without pay) will be used in legal matters involving the employee.
2. The employee will notify the principal in advance.
3. The employee may be asked to provide proof of legal requirement to attend.

H. Jury Duty

1. An employee will be granted leave with pay less any stipend paid to the employee to serve on a jury when required by law.
2. The employee will notify the principal in advance.

I. Association Business

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence for two (2) days each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.
3. Any other requests for absences for Association business must be approved by the Superintendent. Any such approved absence will be paid at the cost of a substitute.

J. Professional Leave

Professional leave with pay will be allowed as approved by the building principal or director of teaching and learning.

K. Religious Holidays

When an employee's religion requires an employee to be absent from the work place the employee will be granted one additional day of personal leave with pay per year. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, or personal leave without pay. Such requests must be submitted in writing seven (7) days prior to requested leave.

L. Discretionary Leave

An employee who has exhausted all applicable leave available may request discretionary leave. Discretionary leave, with or without pay, may be granted at the discretion of the Superintendent or designee.

M. Extended Leaves

1. Employees may request an extended leave of absence. Requests for extended leave should be made to the superintendent or designee at the earliest possible time.
2. No extended leave may be granted without Board approval. All extended leaves shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board or required by law.
3. Insurance benefits at the employee's expense may be extended for the term of the approved leave subject to the regulations of the insurance contract.
4. When an employee returns from an approved extended leave, credit on the salary schedule will be given for this leave if the leave was military, as required by law, and may be given if the leave was for educational improvement. The decision will be made at the time the leave is approved.
5. The accumulated sick leave shall not be canceled if an employee is on an extended leave. The employee shall recoup the accumulated sick leave balance from when the extended leave began.
6. An employee on extended leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.

7. An employee granted a leave of absence for educational improvement will return to the same position and building (providing that the position exists). An employee granted a leave of absence for other reasons or for longer than one year will return to a position on the staff that the employee is certified/licensed to teach. The teacher on leave shall notify the Superintendent or designee by January 11 of intent to return in the following year.

Article VIII Safety

A. Unsafe and Hazardous Conditions

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are identified, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of employment and pursuant to existing board policy.

C. Assault of an Employee

The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. Reporting Assaults

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. Assistance in an Emergency Situation

School personnel may be asked to assist during emergencies such as a bomb threat or active shooter, but no teacher or other employee will be required to participate in assisting against their will. This does not apply to emergency procedures that do not endanger the employee's health or life, such as a fire evacuation.

Article IX Professional Development & Educational Improvement

A. Required Education

Employees will be required to meet the licensing requirements that are established by the state.

Article X Supervision of Student Teachers

Voluntary Participation

1. Supervision of a student teacher by an employee shall be voluntary and may not be assigned without the approval of the principal.
2. Procedures to govern supervision of student teachers shall be established by the District and the college or university and approved by the superintendent or designee.
3. Strong consideration should be given to not assigning student teachers to first-year teachers in the Indianola system.

Section C Associates

Article XI Introductory Period

The first six months of a newly employed classified employee's contract is a probationary period. "Day" is defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, are subject to this probationary period.

"New" employees include individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year to the one for which contracts are being issued. (Board Policy 411.8)

Article XII Job Classification - Associates

A. Definitions

"Associates" shall be defined as employed persons who: (a) supervise students on a monitorial or service basis; (b) work with students in a supportive role under conditions determined by a certificated employee who is responsible for the students, but not as a substitute for or a replacement of functions and duties of a "teacher" and (c) perform various clerical and other routine school tasks.

B. Pay

The salaries of all associates are listed in Schedule B of this agreement.

C. Responsibilities

The primary purpose for the use of associates is greater utilization of teaching employees. Quality education is the goal; therefore, associates, and cooperating employees and the administration have certain responsibilities.

1. Associates

Associates will be responsible to the cooperating employees to whom assigned and shall perform all such duties as directed by the cooperating employee as eligible to be performed under section A, Definitions, of this article.

2. Cooperating Employee

Cooperating employees shall provide associates with a detailed work schedule. The employee shall orient the associate in job-related activities and necessary information related to the associates' assignment.

3. Administration

The Administration shall assist the associate in understanding the philosophy and educational program of the district, staff relationships, human relations, student rules, and specific orientation to building and area of activity to which assigned.

Article XIII Leaves of Absence

Employees hired after the beginning of a school year shall receive prorated leave of absence allotments for the first year of employment based on the days employed. Employees employed at less than 1.0 FTE (8 hours per day) shall receive prorated leave of absence allotments based on their FTE.

A. Sick Leave (*Section 279.40, Code of Iowa*)

1. Employees are annually granted 15 days of leave of absence for illness or injury with full pay. Sick leave may be used to attend routine medical appointments.
2. Sick days shall be cumulative to a total of one hundred thirty-five (135 days). Employees who had an accumulated sick leave balance in excess of 135 days as of June 30, 2013, will be allowed to carry forward these excess days to their accumulated sick leave balance. These employees will receive 15 days of sick leave annually but will not exceed their grandfathered total when reconciled at year-end.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the calendar year or contract year whichever comes first. Medical documentation of the personal illness or disability may be required. The leave may be extended for an additional period of time, if approved by the Board. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.
4. Former employees, who leave the district's employment and are rehired within one year, will be granted accumulated sick leave at the time of their employment separation not to exceed 135 days.

B. Family Medical Leave

1. Up to ten (10) days of leave with pay per year will be granted to an employee to care for an ill or injured spouse, child, parent, parent-in-law, grandchild, and/or brother or sister. These days will be deducted from the employee's sick leave.
2. Family Medical leave shall be taken out of the employee's sick leave.
3. The routine birth of a grandchild is **not** considered an illness or injury.
4. The employee will notify the principal in advance except in cases of emergency.

C. Adoption

1. Up to six (6) weeks of leave with pay will be granted to an employee who adopts a child. Leave shall be deducted from the employee's sick leave.
2. The employee will notify the principal in advance.

D. Bereavement Leave

1. Up to ten 10 days of leave with pay will be granted per year not to exceed 5 days leave per occurrence. These days are intended to provide employees the opportunity to attend visitations,

memorial services, funerals and to grieve the loss. For other absences related to settling an estate or other related legal issues personal leave (with or without pay) must be used. In extreme circumstances, an employee may be granted more than the five consecutive days at the discretion of the Superintendent or designee.

2. Bereavement leave will be taken out of the employee's sick leave.
3. The employee will notify the principal in advance except in cases of emergency.

E. Personal Leave without Pay

1. Up to three (3) days of leave without pay will be granted.
2. This leave must be arranged with the building principal in advance.
3. This leave could be used for any purpose at the discretion of the employee.
4. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

F. Personal Leave with Pay

1. An employee will be granted two (2) working days per year, cumulative to four (4), for personal leave with pay.
2. An employee will notify the principal at least two (2) days in advance except in case of an emergency.
3. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

G. Legal Requirement

1. An employee will be granted legal leave with pay when legally required to appear in court for school district business. An employee may be granted discretionary leave without pay to attend to a legal matter wherein the employee is not a party. Available personal leave (with or without pay) will be used in legal matters involving the employee.
2. The employee will notify the principal in advance.
3. The employee may be asked to provide proof of legal requirement to attend.

H. Jury Duty

1. An employee will be granted leave with pay less any stipend paid the employee to serve on a jury when required by law.
2. The employee will notify the principal in advance.

I. Association Business

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence for two (2) day each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.

3. Any other requests for absences for Association business must be approved by the Superintendent or designee. Any such approved absence will be paid at the cost of a substitute.

J. Professional Leave

Professional leave with pay will be allowed as approved by the building principal.

K. Religious Holidays

When an employee's religion requires an employee to be absent from the work place the employee will be granted one additional day of personal leave with pay per year. Any additional leave for this purpose will be subject to other available leaves, including personal leave with pay, or personal leave without pay. Such requests must be submitted in writing seven (7) days before requested leave.

L. Discretionary Leave

An employee who has exhausted all applicable leave available may request discretionary leave. Discretionary leave, with or without pay, may be granted at the discretion of the Superintendent or designee.

M. Extended Leaves

1. Associates may request an extended leave of absence. Requests for extended leave should be made to the superintendent or designee at the earliest possible time.
2. No extended leave may be granted without Board approval. All extended leaves shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board or required by law.
3. An associate granted a leave of absence will return to a position within the same job classification. The associate on leave shall notify the superintendent or designee by January 11 of intent to return in the following year.
4. The accumulated sick leave shall not be canceled if an associate is on an extended leave. The associate shall recoup the accumulated sick leave balance from when the extended leave began.
5. An associate on extended leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.

Article XIV Safety

A. Unsafe and Hazardous Conditions

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are identified, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of employment and pursuant to existing Board policy.

C. *Assault of an Employee*

1. The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. *Reporting Assaults*

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. *Assistance in an Emergency Situation*

School personnel may be asked to assist during emergencies such as a bomb threat or active shooter, but no teacher or other employee will be required to participate in assisting against their will. This does not apply to emergency procedures that do not endanger the employee's health or life, such as a fire evacuation.

Section D Wages (All)

Article XV Wages & Salaries/Method of Payment

A. *Adjustment to Salary Schedule*

Each employee shall be placed on the approved salary schedule level as of first scheduled work day of the school year. Any employee hired prior to the beginning of the second semester of any school year shall be eligible for a full credit for one (1) year of service toward the next increment level for the following year.

B. *Credit for Experience*

1. New employees will be placed on a salary step not to exceed their actual years of teaching experience (not to exceed 10 years) in a duly accredited school.
2. Any employee returning to the Indianola Community School District after being gone for no more than one year will be returned to the salary step the employee would have been placed on if the employee had not left.

C. *Credit for Education*

Employees on the regular salary schedule who qualify to be moved to a higher educational lane shall be moved to the appropriate step of the next lane. All courses to be applied toward advancement on the salary schedule shall be approved in advance by the Superintendent or designee prior to the employee taking the course. Courses eligible for educational advancement on the salary schedule shall be limited to graduate level course within an approved course of study (i.e., Individual Career Development Plan/SMART Goal, district endorsed graduate courses, or advanced degree program). The employee must have filed a "Course Request Form" with superintendent or designee. These graduate level courses should be within or pertinent to the employee's teaching assignment. Undergraduate credit courses may be considered for course work leading to an endorsement. Courses relating to an employee's Schedule D assignment may not be considered for lane advancement. Credit may be given for graduate courses

outside an employee's assigned teaching area for movement on the salary schedule at the sole discretion of the Superintendent or designee.

Each employee who is eligible for advancement from one educational lane to another must have filed a "Notice of Intent to Move" by March 1 and suitable evidence of additional credit in the employee's teaching field or related areas with the Superintendent or designee on or before September 1 of each year. If the work has been completed but evidence is not available, an agreement can be made with the Superintendent or designee for the advancement

All approved graduate and undergraduate credits earned after a teacher's Bachelor's degree that includes teaching licensure will be considered "additional credits." These "additional credits" may be used for salary advancement on the BA lanes (i.e., BA+15, BA+30) and the MA lanes (i.e., MA+15, MA+30) or as part of an approved Master's program. However, any "additional credits" used toward the completion of a Master's degree program may not also be used for "additional credits" after the Master's degree.

An individual who has reached maximum advancement in the BA Lane at BA step 15 will not be allowed credit for any additional years of service at that step when moving to a higher education lane. For example, a teacher who has remained on BA step 15 for more than one year will move to step 16 of a higher education lane, regardless of the number of years the teacher has spent at BA step 15. All other teachers will have years of service at the maximum step in their current lane recognized on advancement to a higher education lane.

In placing new employees on the schedule, the additional credits and/or degrees must be in the employee's teaching field or area of employment.

D. Advancement on the Salary Schedule

1. Each employee on the salary schedule shall be granted one increment or vertical level on the schedule for each year of service until the maximum for the employee's educational classification has been reached.
2. A year of service consists of employment in the Indianola School District for two (2) consecutive quarters or more in one school year.

E. Method of Payment

1. Teachers shall be paid in twelve (12) equal installments on the 20th of each month. Year-Round Education teachers new to the district will be paid over thirteen (13) months (August – August) during their first year of employment.
2. For the purpose of calculating additional pay or deduction from pay, a day is defined as 1/190th (or 1/193rd for new teachers) of the individual's placement on the combined salary schedule.
3. Associates will be paid on the 20th of the month for hours worked in previous pay period. The cut-off period will be established by the district office.
4. Upon timely submission, payment for special assignments (Schedule E & F) will be paid the month following service rendered.
5. Employees who are leaving the employment of the District shall have the option of receiving their final check for the balance of the contract on June 20th. Other arrangements may be worked out with the business office by mutual agreement.

F. Combined Salary Schedule

Schedule A “Teacher Salary Schedule” includes a generator base that is used to generate the remainder of that schedule.

Schedule A “Combined Teacher Salary Schedule” is a summary salary schedule that is comprised of two components: Teacher Salary Schedule and the Teacher Salary Supplement (TSS) Salary. TSS funding is 100% state funded revenue and shall be paid to all eligible employees as provided by law. The TSS Salary as presented in Schedule A is based on anticipated state funding and the staff known at the completion of negotiations. The District is only obligated to distribute TSS funds to the extent they are received from the state. In the event that the District’s annual allocation of TSS funds is reduced or increased, Schedule A will be recalculated accordingly so that the state funded revenue is fully distributed to eligible employees.

Distribution of the TSS funds will be determined by the following criteria below:

1. Ninety-five percent (95%) of the remaining funds from the District’s annual allocation will be distributed to all other teachers equally per FTE after deducting the District’s costs for FICA, Medicare and IPERS.
2. The remaining 5% of funds will be distributed in the May payroll after adjustments are made based upon any employment changes during the school year that increases or decreases the FTE eligible for the funds.

Schedule A will be increased 3.0% for contract years 2023-24 and 2024-25. Schedule A will be increased 3.1% for the 2025-26 contract year and 3.2% for the 2026-27 contract year.

In the event that state supplemental aid (SSA) falls below 1% or rises above 3% for the covered school years within this contract, both parties agree to reopen the contract for salary negotiations.

Article XVI Activities Pay

A. Approved Activities

The Board and the Association agree that the extracurricular activities listed in the schedule are official school-sponsored activities covered by school liability insurance.

B. Rates of Pay

Employees' participation in extracurricular activities which extend beyond the regular schedule in-school day shall be compensated according to the rate of pay or other stipulations in the schedules which are attached:

Combined Activities Salary Schedule	Schedule D
Summer School	Schedule E
Curriculum Development	Schedule E
Covering Classes for Another Teacher.....	Schedule F

Additional paid assignments may be created by the Board of Education and a rate of pay set for that term. If the position is to be continued on an annual basis, it would be added to the appropriate schedule in the following year.

C. In-District Travel

An employee who is required to travel between buildings in the same day as a part of the regular school day assignment will be reimbursed for use of the employee's personal car. The reimbursement will be the current IRS (Internal Revenue Service) rate.

Payment for mileage will be made after a request for employee reimbursement is received and administratively approved within the same fiscal year.

D. Leaves of Absence

When a substitute is deemed necessary in the absence of a person with a Schedule D contract the cost of the substitute hired will be deducted from the wages of the absent employee.

Article XVII Health Provisions

Physical Examinations

1. All new employees are required to provide evidence of physical fitness to perform duties assigned.
2. Such evidence shall be in the form of a written report of a physical examination by a licensed medical professional as recognized under the regulations of the Department of Education. Certification of fitness must be provided to the District prior to payment of salary.
3. The physical shall be taken on the new employee's own time. The new employee will be reimbursed for charges not reimbursable under the new employee's health insurance plan, with maximum reimbursement limited to fifty dollars (\$50). The new employee must provide written evidence of the cost of the physical to receive this reimbursement. The district may offer an option for staff physicals at a district selected medical facility at the district's expense.
4. If the district requires a physical of an experienced employee, the District will pay for the physical.

Section E Compliance & Duration
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Article XVIII Compliance & Duration

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

B. 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 email or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. To the Board Secretary at 1301 East Second Avenue, Indianola, Iowa 50125
2. To the Association at 1301 East Second Avenue, Indianola, Iowa 50125

C. Duration Period

Upon ratification of both parties, this agreement shall become effective July 1, 2023, and continues until June 30, 2027. Salary schedules for the 2024-25, 2025-26 and 2026-27 school years shall be determined according to the formula that was negotiated between the Indianola Community School District and the Indianola Education Association.

D. Signature Clause

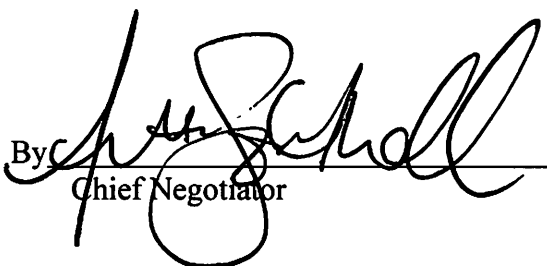
Within 30 days of ratification by both parties the District will provide final copies of contract for signatures.

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 1st day of June, 2023.

Indianola Education Association

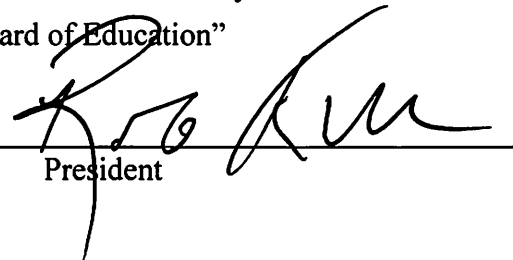
“Association”

By _____
President

By _____
Chief Negotiator

Indianola Community School District

“Board of Education”

By _____
President

By _____
Chief Negotiator

Grievance Report
Indianola Community School District

Aggrieved Person _____ Date filed _____

Building _____

Level II

Date Violation Occurred _____

Section(s) of Contract Violated _____

Statement of Grievance _____

Relief Sought _____

Signature

Date

Disposition by Principal or Immediate Supervisor _____

Signature

Date

Distribution of Form

1. Association
2. Employee
3. Supervisor
4. Superintendent

Grievance Report
Indianola Community School District

Aggrieved Person _____ # _____

Level III

Aggrieved Person Signature

Date Received by Superintendent

Disposition by Superintendent or Designee:

Superintendent Signature Date

- Distribution of Form**
- 1. Employee
 - 2. Association
 - 3. Superintendent

Grievance Report
Indianola Community School District

Aggrieved Person _____ # _____

Level IV

Aggrieved Person Signature

Association President Signature

Date Submitted to Arbitration

Date Received by Arbitrator

Disposition and Award of Arbitrator*:

Arbitrator Signature Date

*Disposition may be on an attached report.

Schedule A
INDIANOLA COMMUNITY SCHOOL DISTRICT
COMBINED SALARY SCHEDULE
2023-24

STEP	44,825 (Schedule A)			6,400 (TSS)			STEP
	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	51,225	53,050	54,875	57,525	60,175	62,825	1
2	52,020	53,845	55,670	58,320	60,970	63,620	2
3	52,825	54,650	56,475	59,125	61,775	64,425	3
4	53,640	55,465	57,290	59,940	62,590	65,240	4
5	54,465	56,290	58,115	60,765	63,415	66,065	5
6	55,300	57,125	58,950	61,600	64,250	66,900	6
7	56,145	57,970	59,795	62,445	65,095	67,745	7
8	57,000	58,825	60,650	63,300	65,950	68,600	8
9	57,865	59,690	61,515	64,165	66,815	69,465	9
10	58,740	60,565	62,390	65,040	67,690	70,340	10
11	59,625	61,450	63,275	65,925	68,575	71,225	11
12	60,520	62,345	64,170	66,820	69,470	72,120	12
13	61,425	63,250	65,075	67,725	70,375	73,025	13
14	62,340	64,165	65,990	68,640	71,290	73,940	14
15	63,265	65,090	66,915	69,565	72,215	74,865	15
16		66,025	67,850	70,500	73,150	75,800	16
17		66,970	68,795	71,445	74,095	76,745	17
18		67,925	69,750	72,400	75,050	77,700	18
19				73,365	76,015	78,665	19
	Career Increment						
1a		69,650	71,475	75,090	77,740	80,390	1a
2a		71,375	73,200	76,815	79,465	82,115	2a
3a		73,100	74,925	78,540	81,190	83,840	3a
4a		74,825	76,650	80,265	82,915	85,565	4a
5a		76,000	77,825	81,440	84,090	86,740	5a

New teachers hired to teach on the Year-Round Calendar will have their salaries prorated over thirteen (13) months (August – August) during their first year of employment.

Schedule B

Associate Salary Schedule

Associates who hold education-related degrees or required certifications, e.g. CDA certification, as approved by the superintendent or designee, shall be placed in the Level II lane. All other associates will be placed in the Level I lane.

Step	Level I	Level II
0	\$15.00	\$17.00
1	\$15.20	\$17.20
2	\$15.40	\$17.40
3	\$15.60	\$17.60
4	\$15.80	\$17.80
5	\$16.00	\$18.00
6	\$16.20	\$18.20
7	\$16.40	\$18.40
8	\$16.60	\$18.60
9	\$16.80	\$18.80
10	\$17.00	\$19.00
11+	\$17.20	\$19.20

For employees who successfully complete their work assignment for benchmark periods of time, a retention bonus of \$300 will be paid out. The following structure will be used for the retention bonus pay out:

Benchmark Period	Retention Bonus
First semester	\$100
Second Semester	\$200

Employees who start after the beginning of the school year will be paid a prorated amount.

Associates who hold education-related degrees or required certifications, e.g. CDA certification, as approved by the superintendent or designee, shall be placed in the Level II lane. All other associates will be placed in the Level I lane.

Schedule B will be increased 7.64% increase on salary schedule for contract year 2023-24. For the remaining years of the contract the increases will be as follows:

2024-25	4.2%
2025-26	4.3%
2026-27	4.5%

In the event that state supplemental aid (SSA) falls below 1% or rises above 3% for the covered school years within this contract, both parties agree to reopen the contract for salary negotiations.

Schedule C

Nurse Salary Schedule

<u>Degree</u>	<u>Salary</u>
RN	80% of BA Lane
BSN	100% of BA Lane

Nurses will be placed on the salary schedule according to their years of school nursing experience. Nurses' salaries will be adjusted annually in accordance with their years of service in the Indianola Community School District.

Schedule D

Combined Activities Salary Schedule

Employees issued contracts at a higher salary shall retain the higher salary until such a time that the employee resigns the contract, the district does not offer the contract, or five years have passed (2025-26 school year).

Activities Base Schedule (1% of \$37,000)	\$370.00
Level 1	1x Base
Elementary Instrumental Elementary Orchestra Elementary Vocal Elementary Vocal (5th Grade) HS Drama Club HS National Honor Society HS Newspaper	\$370.00
Level 2	2x Base
Art Club/Art Gallery Midwinter's Entertainment Production	\$740.00
Level 3	3x Base
HS Academic Decathlon HS Marching Band Flag Squad HS Mock Trial HS Pep Band HS Prom Sponsor HS TV Production MS Instrumental Music MS Jazz Band MS Mock Trial MS Orchestra MS Assistant Show Choir MS Vocal MS Yearbook	\$1,110.00
Level 4	5x Base
HS Assistant Cheerleading HS Fall Play HS Jazz Band I HS Jazz Band II HS Orchestra HS Speech - Group HS Speech - Individual HS Student Council HS Vocal Music HS Yearbook MS Drama	\$1,850.00

Level 5	6.5x Base
DECA FCCLA FFA HS Head Cheerleading MS Assistant Cross Country MS Assistant Softball MS Assistant Track SkillsUSA	\$2,405.00
Level 6	7.5x Base
HS Assistant Debate MS Assistant Basketball MS Assistant Football MS Head Cross Country MS Head Softball MS Head Track MS Show Choir	\$2,775.00
Level 7	8.5x Base
HS Assistant Cross Country HS Assistant Golf HS Assistant Tennis HS Debate HS Drill Team HS Strength (Fall, Winter, Spring) MS Head Basketball MS Head Football MS Head Volleyball MS Head Wrestling	\$3,145.00
Level 8	10x Base
HS Assistant Soccer HS Assistant Swimming HS Assistant Track HS Spring Musical	\$3,700.00
Level 9	11x Base
HS Assistant Baseball HS Assistant Softball HS Assistant Volleyball	\$4,070.00

Level 10	12.5x Base
HS Assistant Basketball	\$4,625.00
HS Assistant Football	
HS Assistant Show Choir	
HS Assistant Wrestling	
HS Head Cross Country	
HS Head Golf	
HS Head Tennis	
HS Instrumental Music	
Level 11	15.5x Base
HS Head Show Choir	\$5,735.00
HS Head Soccer	
HS Head Swimming	
HS Head Track	
Level 12	18x Base
HS Head Baseball	\$6,660.00
HS Head Softball	
HS Head Volleyball	
Level 13	20x Base
HS Head Basketball	\$7,400.00
HS Head Football	
HS Head Wrestling	

Schedule E

Summer School/Curriculum Development Salary Schedule

Supplemental Pay (approved by Superintendent or designee)

A. \$30.00 per hour

- Professional Development Facilitation or Planning
- Curriculum Development
- Summer School/Intersession Instruction
- Extended Contracts

B. \$25.00 per hour

- Elementary Music Supervision
- Athletic/Activity Supervision

C. Additional assigned time for teachers contracted less than fulltime will be paid per diem on the Schedule A “Combined Salary Schedule”

- Parent/teacher conferences
 - Professional development (early outs)
 - Extended teaching time during the normal day
-

Schedule F

Covering Classes for Another Teacher

Any teacher who agrees to cover a class for another teacher shall be compensated in the following manner:

\$30	Teacher regular planning period
\$40	Exceeds teacher regular planning period to 60 minutes

However, this provision is not intended to apply when a teacher whose regularly-assigned students are not present in the classroom (for example, because of field trips, extracurricular or special events, senior week, etc.), when assigned to substitute during periods that the teacher would have had students in class.

Elementary teachers will be paid to cover their own classroom roster of students if a music, art or physical education teacher is absent.