

MASTER CONTRACT

between

AMES EDUCATION ASSOCIATION

and

BOARD OF EDUCATION

July 1, 2023 - June 30, 2026



amesTM
COMMUNITY SCHOOL DISTRICT

Ames, Iowa

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ARTICLE 1.0 PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Ames Community School District is their mutual desire; and

WHEREAS, the Board and Association have agreed to negotiate in good faith; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS AGREED AS FOLLOWS:

ARTICLE 2.0 RECOGNITION

2:1 Unit. The Ames Community School District, as governed by the Board of Directors, hereby recognizes the Ames 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 employees as set forth in the PERB certification instrument (Case No. 209) issued by the PERB on the 10th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: Regular full-time certified teachers and regular part-time certified teachers, including guidance counselors, media specialists (librarians), nurses, special education teachers, department heads, team teaching leaders, teacher specialists, Title I teachers, ESL teachers, and District Needs teachers.

EXCLUDED: Superintendents, assistant superintendents, central office directors, principals, associate principals, assistant principals, educational assistants, secretaries, clerks, custodians, maintenance employees, trades employees, area agency employees, substitute teachers, drivers training instructors, and all other persons excluded by Section 4 of the Act.

2:2 Board. The Association recognizes the Ames Community School District as the public employer governed by the Board of Directors.

2:3 Definitions.

- 2:3.1 The term “Board” as used in this agreement shall mean the Board of Directors of the Ames Community School District or its duly-authorized representatives.
- 2:3.2 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.
- 2:3.3 The term “Association” as used in this agreement shall mean the Ames Education Association or its duly-authorized representatives or agents.

ARTICLE 3.0 GRIEVANCE PROCEDURE

- 3:1 Purpose. The purpose of this article is to provide for a mutually-acceptable method of the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this agreement. The Employer, the Association, and the employees shall attempt to resolve informally, or at the earliest possible stage, all grievances.
- 3:2 Definition. “Grievance” is a claim by an employee or group of employees concerning the interpretation or application of the provisions of this Master Contract Agreement. All time limits herein shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner.
- 3:3 Conditions.
 - 3:3.1 Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
 - 3:3.2 The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator’s failure to arrange a meeting or to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - 3:3.3 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees.

- 3:3.4 Any aggrieved person may be represented at all steps by a representative of his/her own choosing. The Association may be present at the first step to provide representation for the grievant. Where the Association has not been selected to provide representation for the grievant, it shall have the right to be present at step two and beyond. Informal resolution of grievances shall not contravene the terms and provisions of this agreement.
- 3:3.5 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.
- 3:3.6 If more than one (1) employee files a grievance on the same incident for the same reasons, the grievances shall be consolidated into one at Step 3.

3:4 Grievance Timeline.

- 3:4.1 First Step. An attempt shall be made to resolve any grievance in informal discussion between complainant and the complainant's administrator or a designated administrative representative. Such informal discussion shall take place within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence.
- 3:4.2 Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually-agreeable time, discuss the matter with the administrator. The grievance form shall be available from the Association representative in each building. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated (misidentification of a clause can be amended at a later step), and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or within twenty (20) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence. The principal or a designee shall make a decision on the grievance and communicate it in writing to the employee, the Association and the human resources director within five (5) days after receipt of the grievance.
- 3:4.3 Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the written decision at the second step, a copy of the grievance with the human resources director. Within ten (10) days after such written grievance is filed, the aggrieved and the human resources director or a designee shall meet to resolve the grievance. The human resources director or a designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the Association.

- 3:4.4 Fourth Step. If the grievance is not resolved satisfactorily at step three, then there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request to enter into arbitration on behalf of the Association and the grieving employee to the human resources director within thirty (30) days from the receipt of the step three answer. At the same time, a request shall be made to the Public Employment Relations Board to provide a panel of five (5) arbitrators. Each of the two parties, the party moving first chosen by lot, will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties.
- 3:4.5 The arbitrator's decision shall be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provision of the agreement. In keeping with the terms of this agreement, no decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the employer and employee by constitutional provisions, statute, ordinance, or special legislative acts.
- 3:4.6 The costs for the service of the arbitrator will be borne equally by the Employer and the Association.
- 3:4.7 If a grievance affects a group or class of employees because of the existence of the same facts and issues, or if the grievance is the result of acts of persons other than the employee's immediate supervisor or principal, the Association may submit such grievance in writing to the human resources director or designee directly, and the processing of such grievance will commence at the level deemed appropriate by the human resources director or designee.
- 3:4.8 The first and second steps may be combined into one step if both the aggrieved employee and the administrator agree. If they are combined, the time constraints will be those specified for the second step in paragraph 3:4.2. The first three steps may be combined into one step if both the aggrieved employee and the human resources director or designee agree. If the first three steps are combined, the aggrieved employee shall file the grievance, in writing, within twenty-five (25) days from the occurrence of the event giving rise to the grievance or within twenty-five (25) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence. All other time constraints listed in paragraph 3:4.3 for the third step shall apply to this combined step.
- 3:5 If the Association or any employee first files any claim or complaint in any forum other than under the grievance procedure of this agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.
- 3:6 All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative, heretofore referred to in this article.

ARTICLE 4.0
EMPLOYER RIGHTS

- 4:1 The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:
- 4:1.1 Direct the work of its public employees.
 - 4:1.2 Hire, promote, transfer, assign, and retain public employees in positions within the District.
 - 4:1.3 Suspend or discharge employees for proper cause.
 - 4:1.4 Maintain the efficiency of governmental operations.
 - 4:1.5 Relieve employees from duties because of declining enrollment or for other legitimate reasons.
 - 4:1.6 Determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted.
 - 4:1.7 Take such actions as may be necessary to carry out the mission of the Employer.
 - 4:1.8 Initiate, prepare, certify, and administer the Employer's budget.
 - 4:1.9 Exercise all powers and duties granted to the Employer by law.
- 4:2 The above Employer rights shall be in effect but shall not be exercised in a manner so as to violate any of the specific provisions of the Agreement.

ARTICLE 5.0
ASSOCIATION RIGHTS

- 5:1 The Association and its members shall have the right to:
- 5:1.1 Use school facilities for general Association meetings unless the Superintendent should choose to deny such usage. Denial will be in writing.
 - 5:1.2 Make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including but not limited to copy machines and other duplicating equipment and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall notify the principal or his/her designee of the intent to

hold an Association meeting. The principal or his/her designee will provide an appropriate place for all meetings. Such meetings or use shall not conflict with school activities or use.

- 5:1.3 Distribute Association material through the school mail service and building mail boxes and/or district email unless the Superintendent should choose to deny such usage. Denial will be in writing. Materials distributed by the Association are to be clearly marked as to their origination by the Association. A copy of the material distributed through the school mail shall be given to the Superintendent and human resources director, and a copy of material placed directly in building mail boxes shall be given to the building principal.
 - 5:1.4 Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal. Use district email for notices of activities and matters of Association concern.
 - 5:1.5 Direct duly-authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the work day provided all outside agents check in with the building principal or designee. Such visits shall not interfere with any classroom activity or other assigned activity.
 - 5:1.6 Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.
 - 5:1.7 The Board shall provide the Association with a complete copy of the official minutes of each Board meeting.
 - 5:1.8 The agenda for regular board meetings shall be available no later than 5 p.m. the Friday before the Monday meeting.
- 5:2 Professional Labor Relations Team. The Association and the District agree to establish a Professional Labor Relations Team. Meetings would be scheduled for the purpose of collaborative discussion regarding employment matters not referred to in the Master Agreement and other matters mutually agreed upon. These meetings would be scheduled on a monthly basis, but not limited to that time frame if both parties agree. Likewise, the parties are not required to hold the meetings should they agree otherwise. This team would function in place of the current meetings held between the Association and District.

ARTICLE 6.0 DEDUCTIONS

- 6:1 Other Deductions. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any employee and make appropriate remittance for 403b programs, District sponsored insurance, the Ames Education Foundation, and other approved deductions.

ARTICLE 7.0 LEAVES OF ABSENCE

- 7:1 Sick Leave. Employees shall be granted leaves of absence with full pay for personal illness, accident, injury or pregnancy that renders them unable to perform the functions of their job or for medical, dental, or other health care appointments. Up to 10 days of sick leave may also be used for illness, accident, or injury of an immediate family member who requires the employee's care or for medical, dental, or other health care appointments. Immediate family member will be defined as spouse or domestic partner, child, foster child, step-child, parents, step-parents, grand-parents, siblings, or other family members residing in the employee's household. Eligible employees shall have the protections of the Family and Medical Leave Act (FMLA).
- 7:1.1 When requested by Administration, an employee making a claim for paid sick leave shall provide written documentation from a healthcare provider for the purposes of ensuring the safety of the employee or the workplace, determining FMLA eligibility, confirming the necessity for the use of sick leave, and/or addressing suspected misuse of paid sick leave.
- 7:1.2 The following paid sick leave shall be allowed for consecutive years of employment:
- 12 days - first year
 - 12 days - second year
 - 12 days - third year
 - 13 days - fourth year
 - 14 days - fifth year
 - 15 days - sixth and subsequent years
- a. Unused sick leave may be accumulated up to a maximum of one hundred eighty (180) days.
 - b. An employee must exhaust accumulated sick leave before being eligible for disability insurance benefits.

- c. If an employee is on an extended contract, he/she shall be entitled to one (1) additional sick leave day for each twenty (20) working days beyond the normal contract.

7:1.3 Extended Leave. 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 school year in which the sick leave has been exhausted. Upon exhaustion of sick leave, the Board will continue coverage of fringe benefits up to the end of the contract year. Extended leave for an employee who has exhausted all family sick leave and PTO available may also be applied when there is personal illness or disability in the immediate family as defined by the FMLA.

7:1.4 Sick Leave Bank. A Sick Leave Bank will be established for the use of employees who choose to participate. Use of Sick Leave Bank days will commence on the first day after accumulated Sick Leave is exhausted and will continue until the end of the year or until the employee becomes eligible for long term disability insurance. The Bank year will be the contract year.

- a. Participation in the Sick Leave Bank will be on a voluntary basis and each participating individual employee's contribution will be from one (1) day up to five (5) days of Sick Leave from his/her current year's allocation. Minimum contribution to participate is one (1) day. The days contributed to the Bank become the property of the Bank and will not be returned to the employee, except under paragraph d below.
- b. Enrollment will take place during opening workshop but in no case later than September 15 and will entitle the enrolling employee to membership until revoked in writing by the employee. New Hires and employees returning from an approved leave of absence may sign up for participation in the Bank within thirty (30) days of their initial hire/return from leave. Employees who contribute will be notified in writing that they are eligible to use the Bank.
- c. Assets of the Bank will accumulate, but the maximum carry over is 300 days. The following year's Bank will consist of the days carried over from the previous year in addition to all contributed days for the year's participation. The Board will provide the Association with a verification of the Bank's total number of days for the current year and of the previous year's usage of Bank days by no later than September 30 of each year.
- d. Use of Sick Leave Bank days will be on a daily use basis; e.g., each eligible employee will draw each day until the total Bank Leave days have been exhausted. An eligible employee is one who has met the requirements for a medical condition that meets the definition of a serious health condition, as defined the Family Medical Leave Act (FMLA), and has been absent at least 10

consecutive days, has exhausted his/her personal Sick Leave without being eligible for long term disability, workers' compensation, and/or social security disability. Use of the Sick Leave Bank shall be limited to those absences where a licensed health care provider verifies the illness or disability. Days may be used from the bank retroactively, if the request is made within 30 days.

An employee who qualifies for the Sick Leave Bank and returns to work may be eligible for additional Bank days later in the year providing their health condition continues to meet the FMLA definition of a serious health condition. A statement from a licensed health care provider will be required for additional Bank days.

- e. Requests for use of Sick Leave Bank days will be made on a designated form and submitted to the human resources director or designee. A committee will be formed of one (1) District representative and (2) Association representatives to determine if the request for use of the Bank will be approved. The decision of the committee is binding.

7:2 Temporary Leaves of Absence. Employees shall be entitled to the following temporary leaves each year. All temporary leaves shall be non-cumulative except for PTO, as hereinafter provided. All leaves shall be granted outside of sick leave except Family Adoption Leave. All leaves requiring approval of the principal may be appealed to the human resources director or designee; however, requests must be presented to the administration in such a timely fashion so as to permit this appeal process to take place. Reasons for denial by the principal shall be put in writing and returned to the teacher with sufficient time to be appealed to the human resources director. If the human resources director or designee should deny the leave requested, such reasons shall be put in writing and sent to the employee.

7:2.1 Religious. The human resources director may grant leave with pay to any employee whose religious affiliation requires the observance of recognized holidays other than those scheduled in the school calendar.

7:2.2 Bereavement Leave.

- a. Immediate Family. An employee shall be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate family" shall include the employee's spouse, children, mother, father, sister, brother, and corresponding step-relations and corresponding in-laws. The total amount of leave under this category shall not exceed ten (10) days per year.
- b. Extended Family. An employee shall be allowed up to four (4) working days for each death in the extended family. One (1) additional day shall be allowed for each death if the employee must travel more than 300 miles to attend the funeral and services. For purposes of this section, "extended family" shall include grandchildren, grandparents, aunts, uncles, nieces, nephews and in-laws. The total amount of leave under this category shall not exceed five (5) days per year.

- c. **Exceptional Circumstances.** The human resources director may extend additional leave days where circumstances warrant. Such action shall not be precedent-setting.
- d. **Other Family Members and Friends.** This section shall include Bereavement Leave for relatives not identified above in immediate family or extended family, and close friends.

An employee shall be granted one (1) paid day per year and allowed one (1) additional paid day, minus the cost of the substitute required, for the death of a relative or friend. Application for permission to attend the funeral shall be made in advance to the building principal or his/her designee.

Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments at the employee's discretion.

No more than one (1) employee for every ten (10) employees in a building may be granted leave to attend the same funeral unless the human resources director finds there are exceptional circumstances which warrant attendance by more employees in that building.

7:2.3 Paid Time Off (PTO).

- a. An employee shall be allowed up to 4 days of paid time off per year without requiring justification as to the purpose of the request. Requests for PTO shall be requested in advance through the absence management system, and are subject to Administrative approval. The requests will be honored on a first come, first served basis. Employees shall be notified of approval or denial within a week of requesting leave if the request is submitted at least two weeks prior to the date requested. Unused PTO may be accumulated up to a maximum of 5 days. At least two teachers per building may be gone for PTO on any given day with a maximum of 5% of teachers in each school approved for PTO. To determine 5%, the number of teachers will be rounded up.
- b. A day immediately preceding or immediately following a legal holiday, school vacation period, or during the first or last week of student contact days or the first or last week of certified staff contract days shall not be recognized as eligible for PTO. Exceptions may be on a case by case basis as determined by the superintendent or designee. The decision shall not be appealable. The day shall be unpaid and a day of PTO shall be deducted from the employee's PTO balance. The day off shall not be allowed if the employee does not have a PTO balance.
- c. If an employee has unused PTO days left over at the end of the school year, one day will be carried forward to the next school year and the employee will be reimbursed at the regular substitute rate per day for the remaining unused days.

- d. PTO may be used for emergency situations without advance notice upon approval of the building administrator. Emergency situations are unforeseen events that require immediate attention of the employee.
 - e. “Emergency situations” and the reference to “unforeseen events that require immediate attention of the employee” shall include leave as provided under the Family and Medical Leave Act (FMLA) (for example, leave for the birth of a child, leave for serious illness of spouse, child, or parent, and other qualifying leave under the FMLA which is not covered by another category of paid leave in the Master Contract). It shall also include in-person attendance at the employee’s child’s or step-child’s organized state, regional or national competition.
 - f. Employees who seek to use PTO for any emergency situation have the responsibility to enter the leave in the absence management system at the earliest possible opportunity, once the need for the leave is known.
- 7:2.4 Jury Duty. An employee who is called for jury service shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the Employer, and the salary of the employee shall be reduced in the amount the employee received for jury service.

In order to receive the payment under this section, the employee must give the principal or the principal’s designated representative five (5) days’ prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee who is notified by 10:30 a.m. that he/she will not be required to be available for jury duty the remainder of the day shall return to work.

- 7:2.5 Legal Leave. An employee who is subpoenaed to appear in a judicial or administrative proceeding except where the employee’s appearance would be against the District or where the Association or its affiliate organization are a party in the proceeding, shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave.
- 7:2.6 Adoption Leave. An employee who is planning to take a leave of absence for an adoption shall inform the employee’s principal in writing.

Eligible employees shall have the protections of the Family Medical Leave Act (FMLA) for up to 12 weeks. Employees eligible for FMLA must use their accrued sick leave and/or PTO, in any combination, for 30 days of leave, with the balance being unpaid, as defined by FMLA.

Those not eligible for FMLA may take a leave of absence not to exceed a total of thirty (30) school days. They must use their accrued sick leave and/or PTO in any combination, with any balance being unpaid, as defined by FMLA .

The employee's principal and human resources director shall be kept informed by the employee of the current status of the adoption as to the dates of leave of absence.

- 7:2.7 Professional Leave. All certified staff will be granted one (1) day of leave for professional meetings or conferences. The leave shall be used for professional development of the certified staff member. This request shall be made through the absence management system. Requests shall be submitted fifteen (15) calendar days prior to the absence. This day is non-accumulating.

Special approval may be granted by principals for conference requests that extend beyond one day.

Special approval may be granted by the building principal for conference requests submitted less than fifteen (15) calendar days prior to the absence in extenuating circumstances.

- 7:2.8 Association Leave. Up to a total of forty-five (45) days paid leave shall be available for members of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations and for the Association President or designee for local non-grievance arbitration/non-negotiation reasons.

- 7:2.9 National Board Certification Leave. Employees may request from the building principal up to four (4) paid days during the time they are actively working on entry submissions for National Board Certification.

7:3 Sabbatical Leaves.

- 7:3.1 Purpose. A sabbatical leave shall be granted to an employee by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. During years of severe budget stress, the granting of Sabbatical Leaves will be suspended by mutual agreement of the Board of Education and the Ames Education Association.

- 7:3.2 Conditions. Sabbatical leave shall be granted, either for one-half (1/2) of the school year or a full school year only and is subject to the following conditions:

- a. Number of Employees. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) employees at any one time. If there are more than two qualified applicants for sabbatical at one time, the leave will be granted to the more senior employee.
- b. Requests.

- (1) Requests for sabbatical leave shall be presented to the human resources director no later than February 1 during the school year preceding the leave request. The human resources director shall forward these requests to the Board with his/her recommendations for action no sooner than February 15 of the school year preceding the leave request. The Board shall take action on such requests before March 1 of the school year preceding the school year for which the leave is requested.
 - (2) The applicant must submit a program of study for the period of leave. The program shall be designed to increase the effectiveness of the applicant in the applicant's professional work. Applicants who request leave for educational travel must submit a professional itinerary and show how it will enrich their experience and their understanding of other peoples and/or cultures, thus helping them to become better employees.
 - (3) Any denial of a request for sabbatical leave shall be put in writing and copies sent to the applicant and to the Association.
- c. Minimum Time to Qualify. The employee must have completed six (6) full school years of service in the Ames Community School District.
 - d. Pay. An employee on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which the employee would have received if the employee had remained on active duty if said leave is for study, and at fifty percent (50%) if for travel or other reason. Said employee shall be under a service contract with the School District while on leave, and shall maintain all benefits.
 - e. Other Remunerations. During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.
 - f. Return.
 - (1) Benefits. Upon return from sabbatical leave, the employee shall be placed on the salary schedule and maintain the same benefits as the employee would have accrued had the employee taught in the system during such period.
 - (2) Service on Return. An employee accepting a professional improvement leave shall enter into a written contract with the Employer signifying his/her intention to return to service with the Employer for a two (2) year period immediately following the leave. An employee who, through his/her own choice, does not return or fails to complete two (2) years of service shall be obligated to refund monies paid to the employee during the period of the leave. This obligation shall be reduced in two (2) equal increments, one (1) year of service corresponding to one-half (1/2) of the compensation received during leave. If however, an employee shall die or become totally disabled

while still an employee during the two (2) years following the leave, any financial obligation to repay monies received while on such leave shall be automatically canceled.

g. Progress Report. An employee to whom a professional improvement leave has been granted shall from time to time render progress reports to the human resources director. At the end of the leave period, the employee shall submit a summary report to the human resources director.. Failure to comply with this section will result in the failure to receive the remuneration set forth in Section 7:3.2(d) of this article.

h. Retention of Benefits. While on professional improvement leave, all rights and benefits shall be continuous until the employee's return to active duty.

7:4 Other Extended Leaves of Absence.

7:4.1 Military. Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same salary he/she would have received had he/she not taken such leave, but subject to the following conditions: that the position was not eliminated; that he/she is for the position; that he/she makes written application for reinstatement to the Superintendent within ninety (90) days after termination of military service; and, that he/she submits an honorable discharge from the military service. Such leave shall be without pay except as provided by Chapter 29A of the Code of Iowa.

The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin.

ARTICLE 8.0 EMPLOYEE WORK YEAR

8:1 The length of the teacher contract shall be 188 days, except as provided in 8:2. The length of the in-school year, the dates on which the in-school year begins and ends, and all matters affecting the school calendar shall remain within the discretion of the Board, except as provided in this article. The Association shall have the right to submit and discuss with the Board priority proposals for the school calendar, prior to any final decision.

8:1.1 Initial Contract Days. At least eight (8) hours of contract time during the first contracted week shall be uninterrupted by District-wide or Building level meetings. Such time shall be reserved for employees to prepare for the first student day. The eight hours of reserved

time may appear as eight continuous hours on the same contract day or as two 4 hour segments occurring on any two days of the workshop week.

- 8:2 Where an employee (other than new personnel who may be required to attend four (4) additional days of orientation), is required to perform duties on more than the number of days specified in their individual contract for their classification during the contract year, the employee shall be compensated for each day worked at their per diem rate. This provision shall not apply to duties performed pursuant to special assignments, as listed on Special Assignment Schedule (15:9).
- 8:3 Holidays and Recesses.
- 8:3.1 No employee shall be required to perform duties on Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.
- 8:3.2 The regular and extended contract of employees shall include ten (10) non-contract days. These days shall include a minimum of ten (10) non-contract days, in addition to the Federal holidays, divided between one winter and one spring vacation. In no case shall there be less than two (2) consecutive workdays of spring vacation.
- 8:3.3 Any individual(s) that request(s) the privilege of conducting an activity, practice or the right to supervise students on any of the above holidays may do so without this article being grievable by the employee, a group of employees, or by the Association.
- 8:4 The Association shall have the right to 30 minutes during the All-District Welcome Back Day for the purpose of making an Association presentation to its members and other interested parties.

ARTICLE 9.0

EMPLOYEE HOURS

- 9:1 Work Day. Each full-time teacher will be assigned an eight (8) hour workday, which shall include a thirty (30) minute duty-free lunch.
- 9:2 Duty-free Lunch. Employees shall have a scheduled duty-free lunch period of at least thirty (30) consecutive minutes. Employees shall provide notification they are out of the building during their duty-free lunch period.
- 9:3 Meetings.
- 9:3.1 Certified Staff. Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending required staff, grade level or team meetings called by the administration. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no later than one hour after dismissal time. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not

required at school. There will be no more than 5 of these meetings called in one month per school.

- 9:3.2 In addition to the above, employees may be required without additional compensation to attend no more than six (6) evening meetings outside the regular school day. Attendance at additional meetings shall be at the discretion of the employee.

ARTICLE 10.0 HEALTH PROVISIONS

- 10:1 Physical Examinations/Health and Safety. If required by law or administrative rule, an employee shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease after an offer of employment is made and before the beginning of service or within the first six weeks of employment. The employer may require a subsequent examination, when in its judgment such an examination is relevant to an employee's performance or status.

ARTICLE 11.0 SAFETY PROVISIONS

- 11:1 Health and Safety Responsibilities.

- 11:1.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions for the employees. The Association will cooperate to that end and will encourage all employees to work in a safe manner. It is the duty of all employees in the course of performing their regularly-assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

- 11:1.2 It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will consider, from any individual employee or from the Association, suggestions which offer practical and feasible ways of improving safety conditions. In addition, if there is a valid reason concerning safety or health, any employee, his/her representative or the Safety Committee has a right to request the principal or other building supervisors to initiate a safety inspection of a work area by appropriate authorities; the employee, representative or Safety Committee shall have the right to be present at the inspection.

- 11:2 Safety Committee.

- 11:2.1 A Safety Committee consisting of three (3) employees designated by the Association and three (3) members designated by the Board shall hold meetings quarterly, or at such other intervals as may be agreed upon by the Committee.

11:2.2 The function of the Safety Committee shall be to advise the school administration concerning safety and health matters. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

11:2.3 The administration will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from the Safety Committee. Within thirty (30) days of receipt, the administration shall give a written reply to the Safety Committee regarding the disposition of their recommendation. Should the administration not respond to the Safety Committee's recommendation within the prescribed time limits, the Safety Committee shall have the right to make the recommendations directly to the Board.

11:3 Assaults on a teacher or injury to a teacher shall be reported immediately to the principal. The principal shall render assistance and advice to the employee. Such notification shall be immediately forwarded to the Superintendent and human resources director. The administrators shall comply with any reasonable and lawful requests from the employee for information in the possession of the administrators relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

11:4 Self-protection. A teacher may use such force as is reasonable and necessary to protect himself/herself from attack or to prevent injury to a student. Immediately upon the use of such force, the teacher shall make a report to his/her immediate supervisor.

ARTICLE 12.0

PERSONNEL FILE

12:1 Personnel File.

12:1.1 A copy of any item placed in the employee's personnel file shall be delivered to the employee and discussed with an administrator before placement in the personnel file.

12:2.2 The employee shall have the right to respond to all materials contained in the employee's District personnel file. Such response is to be dated and signed and attached to the item in question and inserted in the personnel file and a copy provided to the principal or immediate supervisor.

12:3.3 Employees shall have the opportunity to review their District personnel files, with the exception of confidential reference documents secured by administrators. Such review shall be conducted after securing an appointment with a Human Resources representative, during ordinary office hours, at a time when the employee is not required to be on duty. The Human Resources representative is required to be present during the file review. No material shall be removed from the file by the employee during such review. At the employee's request, a representative of the Association may accompany the employee

during file review. Upon request, the Human Resources representative will reproduce any of the contents of the personnel file at no cost to the employee.

ARTICLE 13.0

SENIORITY

- 13:1 The administration will develop a seniority list of all members of the bargaining unit.
- 13:2 Seniority shall be determined by the number of years of contracted employment in the bargaining unit from the last date of hire. Employees shall lose their seniority status for any termination or voluntary resignation of their employment with the District. Employees who have been subject to reduction in force will retain their seniority if/when they return to the District through the recall process. Employees hired prior to the 2019-2020 school year shall remain in the order of seniority listed as of April 1, 2019. All employees hired for 2019-2020 and after shall have seniority listed as described in Article 133:4.
- 13:3 A probationary employee shall have no seniority until the employee has completed the probationary period, and at that time the employee shall acquire seniority from the date the employee commenced work. The probationary period for employees shall be three years for those new to the profession and two years for those who have successfully completed a probationary period in a previous accredited school district. The seniority list shall also include and so designate probationary employees, employees on leave of absence and on recall.
- 13:4 The seniority list shall include:
1. Teacher name
 2. Years of teaching service in the Ames Community School District
 3. Rank number.
 4. Probationary or Non-Probationary status
- 13:5 The seniority list shall be distributed electronically to all members of the bargaining unit by January 10.
- 13:6 Employees and the Association shall have ten (10) working days to raise objections to the seniority ranking. Objections to the seniority ranking after the 10-day period will be waived until next year's seniority list.
- 13:7 A part-time employee shall be entitled to credit for the amount of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by full-time employees.

ARTICLE 14.0

PROFESSIONAL DEVELOPMENT

14:1 Continued professional growth for each employee is encouraged by both the Association and the District. Although such activities are not mandatory, each employee may file a record of their professional growth activities with the Personnel Office.

14:1.1 Professional growth activities may include but not limited to:

- a. Credit or non-credit college or university courses
- b. Special research projects
- c. Creation of professional material
- d. Attendance at conferences and conventions
- e. In-service/staff development courses
- g. Teaching-related work experience

14:2 Professional Development Planning. Discussion and planning for professional development may be included in meetings of the District administration and the Professional Labor Relations Team of the Association. A summary of discussion will be included with the minutes of the meeting.

1. Discuss District priorities and initiatives and how these will be incorporated at each level or building.
2. Preview the content, format and schedule for initial contract days and early dismissal days.

ARTICLE 15.0 COMPENSATION

15:1 Placement on Schedule. The basic salary of each employee is set forth in the Salary Schedule (15:8).

15:1.1 Educational Classification.

- a. First-year employees. Teachers new to the system will be allowed the educational classification as determined by their training at the time of employment. Reclassification to a higher training level will be granted when the conditions of reclassification 15:1.1(b) have been met.
- b. Reclassification. To qualify for advancement to a higher educational classification on the Ames Salary Schedule, only graduate academic credit either related to broadening or improving instruction or within a graduate degree program in the field of education, received through successful completion of a course or courses from a regionally accredited institution will be accepted.
- c. A teacher who, by September 1, has completed sufficient approved graduate credit to be advanced to a higher educational classification shall have his/her contract revised to the higher salary when an official transcript has been filed in the Human Resources Office no later than November 1. Payment will be retroactive to the start of the contract year.

15:1.2 Experience Classification.

- a. Full credit for teaching experience in an institution for which certification by the Department of Education is required will be allowed up to the maximum as stated in 15:1.2(b).
- b. Upon initial employment, experience will be permitted for a maximum of ten (10) years on the employee salary schedule of any salary level for prior outside, comparable teaching experience in a duly accredited school.
- c. Credit for honorable, active, military service performed after receiving the baccalaureate degree and teacher certification will be allowed for classification on the salary program on the following basis:

- 0 to 11 months - no credit
- 12 to 23 months - one (1) years' credit
- 24 months or more - two (2) years' credit

- d. Any employee on the payroll with a contract for 90 days or more in a school year shall be given credit for one (1) year's service toward the next increment on the salary schedule (15:8) for the following year.
- e. Teachers shall receive an additional payment prorated by FTE in excess of the basic salary schedule as shown below: For purposes of this article 'experience' refers to the step placement of the staff member. New hires are allowed 10 years of "experience" toward this additional payment.

16 years experience	B, B+15, B+30, M, M+15	3% of base
17 years experience	B, B+15, B+30, M, M+15	3.5% of base
18 years experience	All lanes	4% of base
19 years experience	All lanes	4.5% of base
20 years experience	All lanes	5% of base
21 years experience	All lanes	5.5% of base
22 years experience	All lanes	6% of base
23 years experience	All lanes	6.5% of base
24 years experience	All lanes	7% of base
25 or more years experience	All lanes	7.5% of base

- f. National Board Certification Salary Placement. Teaching staff achieving National Board Certification will be placed on the salary schedule one lane higher than the lane on which they would be placed based on hours of credit or degree. Should a teacher already qualify for the Ph.D. Lane and receive National Board Certification, the teacher shall be granted a lane change equivalent to the change from M to M +15 (.06%). This placement shall be ongoing as long as the teacher remains employed by the District and is in good standing with National Board Certified status. Reclassification and the resulting increase in salary shall begin from the time the District is notified by the National Board that a teacher has indeed achieved Certification.

15:1.3 Part-time Employee Salaries. Teachers who work less than 1.0 FTE shall have their work hours and salary prorated, based on a 40-hour work week.

15:2 Extended Days. For those having extended days in their contract, compensation will be paid on the per diem basis of contract days and basic salary, exclusive of special assignments. Extended days must occur on non-contract days, excluding Federal or State holidays.

15:3 Special Assignments. Employees with special assignments shall be paid according to the Special Assignment Schedule 15:9.

15:4 Supplementary Duty. The Employer retains all rights to assign its employees to attend, supervise, participate in, or otherwise perform duties at after-hours extra-curricular events at their assigned schools. Such assigned duties shall be viewed as mandatory assignments.

15:4.1 The Employer shall pay employees for performing (mandatory duties at after-school activities) such assignments in connection with school activities at the rate of eleven and no/100 dollars (\$11.00) per hour worked.

15:4.2 The Employer shall establish procedures by which employees shall account for the extra-curricular time worked and shall establish procedures for paying such employees.

15:4.3 This agreement shall not apply to duties performed pursuant to special assignments.

15:5 Hourly Compensation Rates

15:5.1 *Summer School* - Employees hired for summer school who teach a course they are licensed in, shall be paid at the rate provided in Section 15:2 (per diem basis of contract days and basic salary, exclusive of special assignments). Summer school teachers who are returning to the program after at least one summer of absence or who are hired as new teachers to the program will be paid at the rate of thirty and no/100 dollars (\$30.00) per hour.

15:5.2 *Super Summer (ELP Program)* - teachers will be paid at the rate of thirty and no/100 dollars (\$30.00) per hour.

15:5.3 *Alternative Learning Program (ALP)* - summer school teachers who have been hired for and taught in the summer school program prior to the summer of 2014 shall be paid at the rate provided in Section 15:2 (per diem basis of contract days and basic salary, exclusive of special assignments). ALP summer school teachers returning after a year of absence or hired for or after the summer of 2014 shall be paid thirty and no/100 dollars (\$30.00) per hour. A teacher not currently employed by the District will be paid at the rate of thirty and no/100 dollars (\$30.00) per hour.

ALP summer school teachers will be hired based on the applicants' certification and by District seniority using the following priority list:

- a. Ames Community School District Pre-K-8 classroom teachers endorsed in reading and/or math.
- b. Ames Community School District Pre-K-8 classroom teachers with an elementary classroom, middle school generalist endorsement, or Special Education Strategist I or II LD/BD certification.

- c. PK-8 teachers not currently employed by the District who are endorsed in reading and/or math.
- d. Applicants who as a result of their evaluation, are on any type of assistance plan during the regular school year, shall not be considered eligible for a position in the program.

15:5.4 *Curriculum Writing* - Employees hired for curriculum writing shall be paid at a rate of thirty and no/100 dollars (\$30.00) per hour.

15:5.5 Compensation for Teachers Assigned as substitutes. When an employee is absent, and a regular substitute is not available, teachers who are assigned or volunteer to be assigned as a substitute for instruction or supervision in a classroom will be compensated thirty and no/100 dollars (\$30.00).

15:5.6 Compensation for Assigned Committee work Outside Contract Year. District committee work assigned that falls outside the contract year will be compensated at the rate of thirty and no/100 dollars (\$30.00) per hour.

15:6 Payment of Salary. Beginning in September, salary payments shall be received in twelve (12) equal installments to be paid on the last working day prior to the 21st of the month.

Employees who are new to the teaching profession may at their option, elect to receive ½ (50%) of the first salary installment on the last working day in August. The balance of the contracted salary shall be paid at the next scheduled pay period.

15:7 Salary Schedule. The board will pay \$8,400 per year for certified staff .75 FTE or more. For certified staff who work at least .5 FTE, but less than .75 FTE, the additional compensation payment will be \$4,200 per year. These payments are taxable, IPERS covered wages. Teacher Salary Supplement is estimated as \$5,150 per FTE for 2022-23. The actual value will be calculated by September 15, 2022.

15:7.1 Salary Schedule representing base salary only. A base of \$34,210 shall be used to calculate the salary schedule.

**AMES COMMUNITY SCHOOL DISTRICT
FISCAL YEAR 2023-2024 TEACHER SCHEDULE BY SALARY**

**AMES COMMUNITY SCHOOL DISTRICT
FISCAL YEAR 2023-2024 TEACHER SCHEDULE COMBINED SALARY**

Exp.	B.A.	B.A.+15	B.A.+30	M.A.	MA+15	M.A.+30	M.A.+45	PhD
0	47,760	50,497	53,234	55,970	58,023	60,076	62,128	64,181
1	49,128	51,865	54,602	57,339	59,391	61,444	63,497	65,549
2	50,497	53,234	55,970	58,707	60,760	62,812	64,865	66,918
3	51,865	54,602	57,339	60,076	62,128	64,181	66,233	68,286
4	53,234	55,970	58,707	61,444	63,497	65,549	67,602	69,654
5	54,602	57,339	60,076	62,812	64,865	66,918	68,970	71,023
6	55,970	58,707	61,444	64,181	66,233	68,286	70,339	72,391
7	57,339	60,076	62,812	65,549	67,602	69,654	71,707	73,760
8	58,707	61,444	64,181	66,918	68,970	71,023	73,075	75,128
9	60,076	62,812	65,549	68,286	70,339	72,391	74,444	76,496
10	61,444	64,181	66,918	69,654	71,707	73,760	75,812	77,865
11	62,812	65,549	68,286	71,023	73,075	75,128	77,181	79,233
12	64,181	66,918	69,654	72,391	74,444	76,496	78,549	80,602
13	65,549	68,286	71,023	73,760	75,812	77,865	79,917	81,970
14	-	69,654	72,391	75,128	77,181	79,233	81,286	83,338
15	-	-	-	76,496	78,549	80,602	82,654	84,707
16	-	-	-	-	-	81,970	84,023	86,075
17	-	-	-	-	-	83,338	85,391	87,444

Estimated TSS 5,150
Cash Benefit 8,400

15:7.2 Salary Schedule including cash benefit and Teacher Quality money.

**AMES COMMUNITY SCHOOL DISTRICT
FISCAL YEAR 2023-2024 TEACHER SCHEDULE - COMBINED SALARY**

**AMES COMMUNITY SCHOOL DISTRICT
FISCAL YEAR 2023-2024 TEACHER SCHEDULE BY SALARY**

Exp.	B.A.	B.A.+15	B.A.+30	M.A.	MA+15	M.A.+30	M.A.+45	PhD
0	34,210	36,947	39,684	42,420	44,473	46,526	48,578	50,631
1	35,578	38,315	41,052	43,789	45,841	47,894	49,947	51,999
2	36,947	39,684	42,420	45,157	47,210	49,262	51,315	53,368
3	38,315	41,052	43,789	46,526	48,578	50,631	52,683	54,736
4	39,684	42,420	45,157	47,894	49,947	51,999	54,052	56,104
5	41,052	43,789	46,526	49,262	51,315	53,368	55,420	57,473
6	42,420	45,157	47,894	50,631	52,683	54,736	56,789	58,841
7	43,789	46,526	49,262	51,999	54,052	56,104	58,157	60,210
8	45,157	47,894	50,631	53,368	55,420	57,473	59,525	61,578
9	46,526	49,262	51,999	54,736	56,789	58,841	60,894	62,946
10	47,894	50,631	53,368	56,104	58,157	60,210	62,262	64,315
11	49,262	51,999	54,736	57,473	59,525	61,578	63,631	65,683
12	50,631	53,368	56,104	58,841	60,894	62,946	64,999	67,052
13	51,999	54,736	57,473	60,210	62,262	64,315	66,367	68,420
14	-	56,104	58,841	61,578	63,631	65,683	67,736	69,788
15	-	-	-	62,946	64,999	67,052	69,104	71,157
16	-	-	-	-	-	68,420	70,473	72,525
17	-	-	-	-	-	69,788	71,841	73,894

15:7.3 Per Diem Pay: There will be two ways in which per diem payments are calculated.

- a. Per Diem for Teacher Quality (TQ) payments. This amount will be calculated by dividing the sum of the employee base salary, teacher salary supplement (TSS) and longevity pay by the total number of contract days. To calculate the hourly rate of per diem, the per diem value will be divided by 8 hours.
- b. Per Diem for Summer School (Article 15:5) and Extended Contract Days (Articles 8:2 and 15:2). This amount will be calculated by dividing the employee base salary by the total number of contract days, not including any special assignments. To calculate the hourly rate of per diem, the per diem value will be divided by 8 hours.

15:8 SPECIAL ASSIGNMENT SCHEDULE

15:8.1 A base generator of \$34,210 shall be used to calculate the compensation on the special assignment schedule.

HIGH SCHOOL		
Interscholastic Sports	Percent of Base	Amount
Baseball Head	17	5,765
Baseball Asst.	11	3,730
Basketball Head	21	7,121
Basketball Asst.	12	4,069
Bowling Head	12	4,069
Bowling Asst.	8	2,713
Cross Country Head	12	4,069
Cross Country Asst.	8	2,713
Cheer Squad Fall	12	4,069
Cheer Squad Asst. Fall	8	2,713
Cheer Squad Winter	12	4,069
Cheer Squad Asst. Winter	8	2,713
Football Head	21	7,121
Football Asst.	12	4,069
Golf Head	12	4,069
Golf Asst.	8	2,713
Intramurals (each program)	6	2,035
Soccer Head	15	5,087
Soccer Asst.	9.5	3,221
Softball Head	17	5,765

Softball Asst.	11	3,730
Strength and Conditioning	17	5,765
Swimming Head	16.5	5,595
Swimming Asst.	11	3,730
Tennis Head	12	4,069
Tennis Asst.	8	2,713
Track Head	17.5	5,934
Track Asst.	11	3,730
Volleyball Head	15.5	5,256
Volleyball Asst.	9.5	3,221
Wrestling Head	20.5	6,952
Wrestling Asst.	11	3,730
Associate Coaches	4	1,356
Academics and Fine Arts	Percent of Base	Amount
Academic Competition Sponsor (Includes: Academic Decathlon, Knowledge Bowl, Quiz Bowl, Thinking Caps, Word Master)	15	5,087
All Class Sponsors (per program)	4	1,356
Art Activities	3	1,017
Auditorium Manager	4	1,356
Band Director	18.4	6,239
Band Asst. Director	12	4,069
CTSO (per program: DECA, FCS, FFA, Skills USA)	10	3,391
Debate	13.5	4,578
Department Head	7	2,374
Drama Director	15.5	5,256
Drama Asst. Director	8	2,713
Drill Team	10	3,391
Grade Book Trainer (2)	5	1,696
Greenhouse Mgr.	4	1,356
Key Club	4	1,356
Mock Trial	10	1,696
Musical Director	5	1,696
National Honor Society Sponsor	4	1,356

Orchestra Director	12.3	4,171
SADD Sponsor	4	1,356
Science Olympiad	10	3,391
Scratch Pad Sponsor (per program)	3	1,017
Special Olympics	5	1,696
Spectrum Club	3	1,017
Speech	13.5	4,578
Speech Asst.	8	2,713
Student Council Sponsor (per program)	4	1,356
Web Sponsor	9.25	3,317
Vocal Director	14.5	4,917
Vocal Asst. Director	12	4,069
Yearbook (per program)	18.5	6,273
eSports (seasonal)	4 per season	1,356
MIDDLE SCHOOL		
Interscholastic Sports	Percent of Base	Amount
Athletic & Activities Coord.	25	8,478
Baseball 8th Grade	9	3,052
Basketball Head Coach	8	2,713
Basketball Asst.	7	2,374
Cross Country Head Coach	8	2,713
Cross Country Asst.	7	2,374
Football Head Coach	8	2,713
Football Asst.	7	2,374
Soccer Head Coach	8	2,713
Soccer Asst.	7	2,374
Softball 8th Grade	9	3,052
Track Head Coach	8	2,713
Track Asst.	7	2,374
Volleyball Head Coach	8	2,713
Volleyball Asst.	7	2,374
Wrestling Head Coach	8	2,713
Wrestling Asst.	7	2,374
Strength & Conditioning	7	2,374

Intramural Sports	Percent of Base	Amount
Basketball	4	1,356
Cross Country/Track	4	1,356
Flag Football	4	1,356
Volleyball	4	1,356
Wrestling	4	1,356
Gymnastics/Spirit Squad	7	2,374
eSports (seasonal)	4 per season	1,356
Academics and Fine Arts	Percent of Base	Amount
Art Club	9	3,052
Band Director 6th Grade	5	1,696
Band Director 7th Grade	10	3,391
Band Director 8th Grade	10	3,391
Builders Club (per program)	4	1,356
Drama Director	7	2,374
Drama Asst. Director	4	1,356
Grade Book Trainer (2)	5	1,696
Lego League	7	2,374
Math Counts (per program)	10	3,391
Math Olympiad	10	3,391
Mock Trial	10	3,391
National History Day (per program)	7	2,374
Orchestra Director (6th-8th grade)	6	2,035
Science Bowl	7	2,374
Science Olympiad	10	3,391
Student Advisory Council Activities Coordinator (per person)	8	2,713
Team Facilitators (per program)	7	2,374
Vocal Director (6th-8th grade)	10	3,391
Yearbook (per program)	10	3,391

ELEMENTARY		
Academics and Fine Arts	Percent of Base	Amount
Elementary Band (per building)	2	678
Elementary Chorus (per building)	2	678
Elementary Orchestra (per building)	2	678

15:8.2 Special Assignment Seniority. Upon completion of every five (5) years of service with the same Special Assignment (or within the same special assignment program area) which is paid at 7% or greater of base salary, the employee will receive an additional 0.5% of the base salary. This additional 0.5% seniority bonus factor will begin with employees who have served five (5) years or more in the same Special Assignment as of the 2004-05 school year and will continue to be awarded thereafter for every five (5) years of service as follows:

Year 6 through year 10	-	0.5% of base
Year 11 through year 15	-	1.0% of base
Year 16 through year 20	-	1.5% of base
Year 21 through year 25	-	2.0% of base
Year 26 through year 30	-	2.5% of base

Special Assignments that are divided between employees will not earn seniority.

ARTICLE 16.0

TEACHER LEADERSHIP AND COLLABORATION

16:1 Collaboration Time. Teachers will be required to participate in at least 36 hours annually of teacher-driven collaboration time to deliver educational programs and assess student learning.

16:1.1 Designated professional development of professional learning community (PLC) time shall count toward the requirement.

16:1.2 Individual education preparation time shall not count as collaboration time.

16:2 Teacher Leadership Positions. For those positions that are part of the comprehensive Teacher Leadership and Compensation Plan, the following will apply:

16:2.1 A letter of appointment from the Board shall outline the number of additional days and compensation specific to each position. This letter shall be presented to teachers in Teacher Leadership positions no later than April 1 when possible.

16:2.2 During the time a teacher is on full release from the classroom to a TLC role, they will accrue seniority within the District. Should they return to the classroom, they will be placed in their pool based on their total seniority.

16:3 Right of Return for Teachers on Full Release from the Classroom to a TLC Role

16:3.1 Those appointed to and serving a TLC role that requires full release from the classroom shall have the right of return for up to three years to the positions held immediately prior to their appointment, whether that return is voluntary or involuntary.

16:3.2 Those appointed to and serving beyond three years in a position that requires full release from the classroom shall have right of return to a position in the District for which they are certified and qualified, whether that return is voluntary or involuntary.

ARTICLE 17.0
COMPLIANCE CLAUSES

17:1 Printing Agreement. This Agreement shall be distributed electronically to each certified staff member within thirty (30) days after the Agreement is signed. The Agreement shall be presented electronically to all employees now employed, hereafter employed, or considered for employment by the Board. All new employees shall be presented with a copy of the Agreement printed at the expense of the District upon hire and the District shall provide the Association with sixty (60) printed copies.

17:2 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 through written communication.

1. If by Association to the Board, contact the Superintendent or Designee.
2. If by the Board to the Association, to the Association President or designee prior to June 1 of each year. Notice shall be addressed to the President or Vice-president of the Association electronically or at their home address as recorded in the administrative offices of the School District.

17:3 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 provision or application shall not be deemed valid and subsisting, except permitted by law, and the Board and the Association shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

17:4 Finality and Effect of Agreement. This Agreement constitutes the entire collective bargaining agreement between the Association and the Board and concludes collective bargaining for its term. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the

Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to language articles for the duration of the agreement. This shall not preclude negotiations which may develop under the sections on Separability and Duration.

Article 18.0
DURATION

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. Salary and fringe benefit provisions shall become effective on the first day of the commencement of the services contracted for under this collective bargaining agreement.

Articles mutually agreed upon by both parties may be discussed at any time. The parties agree that the entire contract shall be open to negotiation for the Master Contract for fiscal years 2025 and 2026.

This Agreement signed this 1st day of July, 2023

AMES EDUCATION ASSOCIATION

AMES COMMUNITY SCHOOL DISTRICT

Maria Anderson
President

By: Sabrina Shields-Cook
President

Cappie Dobyns
Secretary

Chris Stensland
Secretary

Aileen Sullivan
Negotiator

Kristin Johnson
Negotiator

MEMORANDUM OF AGREEMENT

Break Time

THIS AGREEMENT is made and entered into by and between the Ames Community School District (hereinafter referred to as the District), and the Ames Education Association (hereinafter referred to as the Association).

It is mutually agreed that:

Each employee shall have a minimum scheduled 5-minute duty-free break time (which may include special schedules, recesses, and planning periods) between the opening of the pupils' scheduled school day and the beginning of the employee's duty-free lunch period. Each employee will also have a minimum scheduled 5 - minute duty-free break time (which may include special schedules, recesses, and planning periods) between the end of the duty-free lunch period and the close of the pupils' scheduled school day.

Employees, including "specials" and representatives of various grade levels and departments will be involved in the development of building schedules. Such involvement will consist of reviewing with the principal "draft" schedules at each building and having a cross-building meeting with the human resources director, or designee, to coordinate the break time for specials and others who are assigned to more than one building.

In the event an employee reports to the Association that he/she is not receiving break time in accordance with the provisions of this agreement, the human resource director and the UniServ Director shall meet to resolve the problem.

Employees may upon written request waive their right to a minimum scheduled 5 -minute duty-free break time.

Done this 1st day of July, 2019.

MEMORANDUM OF AGREEMENT

Distribution of Chapter 284 Funds As Amended by SF 445

The Ames Community School District and Ames Education Association recognize that the funds formerly distributed by Chapter 284 as Teacher Compensation Allocation (Teacher Quality) are now included in the monthly state aid payments to the school District as Teacher Salary Supplement (TSS) and that these funds shall be combined with regular wages to create one salary system.

For each school year, 2021-2022 and 2022-2023, employees will receive an equal amount of money, based on their FTE, in addition to their contracted position on the salary schedule. This money will be calculated based on the Chapter 284 Teacher Compensation Allocation for that year.

1. The total Teacher Salary Supplement for each year will be increased as provided by Chapter 257.9, subsection 6. Any carryover from the prior year and the amount received from the United Whole Grade Sharing Agreement will be added to the new allocation.
2. Any TSS funds remaining at the end of the year will be carried over to the next year's allocation.
3. Calculation of this supplement will be made as soon as possible when staffing is completed for the school year, but not later than September 15th each year. The funds will be distributed in twelve (12) equal payments beginning with the September check.
4. When reporting a single salary schedule for the District, the estimated TSS amount will be added to each step and lane assignment on the salary schedule. This schedule will not be used to create a new base salary nor used as a starting point for negotiations.
5. The Teacher Quality Committee will perform its responsibilities regarding teacher professional development in accordance with Chapter 284. Funding to compensate teachers on the committee for work required beyond the work day will be paid at the rate of twenty-four (\$24) dollars per hour.
6. Payment for professional development work in accordance with Chapter 284 will be on a per diem basis and will be made in the first pay period following completion of the additional professional development work.