

**2015-2016**  
**MASTER CONTRACT**  
of the  
**COLLINS-MAXWELL EDUCATION ASSOCIATION**  
and the  
**BOARD OF EDUCATION**  
of the  
**COLLINS-MAXWELL COMMUNITY SCHOOL DISTRICT**

**JUNE 5, 2015**

**ARTICLE 1: DEFINITIONS**

**A. REPRESENTATIVE**

The Collins-Maxwell Education Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Collins-Maxwell Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 22nd day of March, 1983, (Case No. 2250), and as amended on the 14th day of July, 1983, (Case No. 2520). Such representation shall cover all personnel assigned to newly-created professional positions unless the parties agree in advance that such positions are Principally supervisory and should be excluded.

The bargaining unit described in the above certification is as follows: All regular full-time and regular part-time certified Employees, including classroom teachers, guidance counselors, librarian, and nurse.

**B. BOARD**

The term "Board," "District," or "Employer," as used in this Agreement, shall mean the Board of Education of the Collins-Maxwell Community School District and/or its duly authorized representative(s) or agent(s).

**C. EMPLOYEE**

The term "Employee", as used in this Agreement, shall mean a (all) person(s) represented by the Collins-Maxwell Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board, whether on active, leave, or layoff status.

## **D. ASSOCIATION**

The term "Association" as used in this Agreement, shall mean the Collins-Maxwell Education Association and/or its duly authorized representative(s) or agent(s).

## **ARTICLE 2: GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. **Day.** The term "day," as used in this Agreement, shall mean a day when bargaining unit Employees are required to be at work.
2. **Grievance.** The term "grievance," as used in this Agreement, shall mean a claim by a Grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.
3. **Grievant.** The term "Grievant," as used in this Agreement, shall mean the Employee, group of Employees, or Association filing a grievance.
4. **Timeliness.** All time limits herein shall consist of days when bargaining unit Employees are required to be at work, Monday through Friday. When a grievance is submitted on or after the end of the school year, 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.

### **B. GRIEVANCE STEPS**

1. **Step One.** An attempt shall be made to resolve any grievance in informal discussion between Grievant and the Principal, or its designated representative, within ten (10) days from the date of occurrence or knowledge of the occurrence of the event.
2. **Step Two.** If the grievance cannot be resolved informally, the Grievant shall file the grievance in writing with the Principal, or its designated representative. The grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the grievance shall be within ten (10) days of the occurrence, giving rise to the grievance. The Principal, or its designated representative, shall communicate a decision in writing within ten (10) days following the meeting between the Principal, or its designated representative, and the aggrieved.
3. **Step Three.** In the event the grievance has not been satisfactorily resolved at the second step, the Grievant may file within five (5) days the Principal's, or its designated representative, written decision, a copy of the grievance with the Superintendent. The Superintendent shall file a written decision within ten (10) days of the receipt of the grievance.
4. **Step Four.** If the grievance is not satisfactorily resolved at Step Three, there shall be binding, impartial arbitration. The Grievant may submit a request in writing to the Superintendent within ten (10) days from the receipt of the Step 3 answer to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) days after notice is given. If the two

parties fail to reach Agreement on an arbitrator within five (5) days, the Public Employment Relations Board will be requested to provide a list of five (5) arbitrators. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The party selected to remove the first name shall do so within three (3) working days after receipt of the list. Each party shall have one (1) working day to remove the next name.

5. The remaining name, after striking, shall be the designated arbitrator and shall be submitted in writing. The arbitrator shall submit a written decision to both parties within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of the Agreement, but shall have power only to apply and to interpret the provisions of the Agreement to the settlement of issues and grievances arising here under.
6. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Grievant or his or her representative(s).

#### **C. OTHER**

All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

### **ARTICLE 3: DUES DEDUCTION**

#### **A. AUTHORIZATION**

Any Employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Appendix D attached (Dues Deduction Authorization Form).

#### **B. REGULAR DEDUCTION**

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the Employee each month for twelve (12) months beginning in September.

#### **C. PRORATED DEDUCTION**

Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through August.

#### **D. DURATION**

Such authorization shall continue in effect from year to year unless the Association receives a drop notice in writing prior to August 25. The Association will provide notice to the District.

## **E. TERMINATION**

When an Employee terminates employment prior to the end of the current contract year, the Board shall deduct the unpaid balance of professional dues and forward same to the Association. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board and all agents of the Board against all claims, costs, suits or other liability and all court costs arising out of the application of the provisions in this paragraph.

## **F. TRANSMISSION OF DUES**

The Board shall transmit to the Association the total monthly deduction for professional dues within three (3) days following each regular payroll period along with a listing of the Employees for whom deduction was made.

## **G. AUTHORIZATION CARDS**

Authorization cards shall be presented to the Board Secretary by August 25<sup>th</sup> of the school year to deduct and shall continue in effect from year to year; however, any member may terminate the dues check off at any time by giving thirty (30) days written notice to the Board and Association.

# **ARTICLE 4: TEACHER EVALUATION PROCEDURE**

## **A. PROCEDURES**

1. Within two (2) weeks of the beginning of the school year or evaluation cycle, the appropriate evaluator(s) shall acquaint each Employee under his/her supervision with the evaluation procedures and instruments and designate the person(s) who will observe and evaluate the Employee's performance. No formal evaluation shall take place until such orientation has been completed. Procedures for both formative (formal and informal observations, etc.) and summative evaluations shall be provided in detail to the teachers.
2. All non-probationary Employees shall be formally evaluated on a three (3) year rotating cycle at a minimum. Probationary Employees shall be evaluated annually. Additional observations or evaluations may be scheduled as deemed necessary by the appropriate supervisor. All teachers shall meet annually with the evaluator to discuss progress being made toward the teacher's Individual Teacher Career Development Plan and goals.

In the Employee's evaluation year, a conference will be held between the Employee and the appropriate supervisor during the first month of school to plan the evaluation activities which will take place. Formal evaluation for probationary teachers shall consist of a minimum of three (3) times per year. Formal evaluations of non-probationary teachers shall consist of at least two (2) formal observations during the Employee's evaluation year.

[Probationary – follows state guidelines: Minimum of two (2)/Maximum of three (3) of the first three (3) years of teaching and at least the first year in district.]

## **B. SUMMATIVE PERFORMANCE**

1. All Employees will have a summative evaluation conference held with the building Principal or primary evaluator at the end of the school year or evaluation cycle. Employees will be notified as to the time and date of their summative evaluation conference and shall receive a written copy of their summative evaluation at least two (2) days prior to the conference.

All teachers will have an informal annual end of the year conference with the appropriate supervisor to discuss the year's progress, successes, and concerns as well as goals for the coming year.

2. Formal observations shall be made with at least two (2) days' notice. Prior to or at the beginning of a formal observation, the evaluator shall be provided with the Employee's objectives, methods, and materials planned for presentation during the observation.

Observations shall generally be for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.

3. Informal observations may be made without notice at the evaluator's option. A formal observation report may include a summary of, or comments about, informal observations. These written/oral comments may be part of a formal evaluation conference or the basis for a separate conference held specifically for that purpose. Informal observations may be part of the summative evaluation.
4. A post observation conference shall be held between the Employee and evaluator within ten (10) working days following the formal or informal observation to discuss the observation and written evaluation.
5. After the written observation or summative evaluation has been discussed, the written form shall be dated and signed by the evaluator and offered to the Employee for his or her signature. Each shall have a copy. The Employee's signature does not necessarily mean agreement with the evaluation but rather awareness of the content.
6. If the Employee feels his/her formal observation report or the summative evaluation is inaccurate, he/she, within ten (10) working days after the conference referred to in paragraphs A or D or within ten (10) working days after receipt of the written evaluation or observation report, may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed and dated by both parties to indicate receipt thereof.
7. Employees shall be afforded adequate lead time to remediate concerns identified in formal or informal observations and summative evaluations. An intensive assistance plan will be used for concerns that can be remediated. Concerns that are a violation of Chapter 25 will not warrant a plan, but may be grounds for termination.

## **ARTICLE 5: SAFETY PROVISIONS**

- A. The Employer shall make reasonable effort to provide and maintain a safe place of employment. All Employees shall be alert to unsafe practices, equipment, or conditions and shall report any such unsafe practices, equipment or conditions to their Principal or immediate supervisor.
- B. When an assault occurs, or when an Employee restrains a student to protect himself/herself, a student, or school property, and the Employee is acting within the scope of his/her assigned duties, such assault or restraint shall be reported by the Employee to the building Principal or designee and the Association immediately.

## **ARTICLE 6: EMPLOYEE WORK YEAR**

- A. The regular and extended contract of current Employees shall consist of 187 working days excluding holidays. No Employee shall be required to perform duties on the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day unless otherwise contracted.
- B. New Employees shall be required to work up to one (1) additional day for orientation. It is understood that this additional day will be compensated at that teacher's per diem rate of pay.
- C. The in-school work year shall include days when pupils are in attendance, in-service days, and any other days which Employee attendance is required.
- D. Employees on part-time contracts will be required to work a full day of eight (8) hours on all in-service days and non-student contact time.

## **ARTICLE 7: HOURS OF WORK**

### **A. WORKDAY**

The workday shall begin each day of the school year at a time established by the Administration. The Employee workday shall generally consist of eight (8) hours per day. "Day" is defined as one work day regardless of full-time or part-time status of an Employee. The workday may be extended due to faculty meetings, activities, conferences, or duties, which necessitate Employee attendance. These additional meetings and activities will not be regularly scheduled.

On Fridays and days preceding holidays or vacations, the Employee's work day shall end after the departure of the route buses.

### **B. DUTY-FREE LUNCH**

Each Employee shall have a paid duty-free lunch period of at least twenty-five (25) consecutive minutes during the workday and scheduled between 11 am and 1 pm on each regular student-contact day. Employees may sign out of their buildings during their duty-free lunch period. Duty-free lunch is defined as time away from students and all

other required duties of the teacher's assignment. It is understood that lunchroom supervision will be divided among the teachers in each building and that the teacher assigned that duty may not have the full twenty-five (25) minutes duty-free lunch.

### **C. INCLEMENT WEATHER**

During regular contact days, when a weather-related (snow, ice, heat, or rain) or emergency closing takes place and students are not required to be in attendance, the Employees shall not be required to be present. If students are dismissed early for any such reason, Employees shall not be required to stay longer than fifteen minutes after the departure of the route buses.

### **D. TRAVELING EMPLOYEES**

Schedules of Employees who are assigned to more than one attendance center shall be arranged so that no such Employee shall be required, without his/her consent, to engage in intra-district travel of more than thirty (30) miles per day. Such Employees shall be notified of any changes in their schedules at least thirty (30) days prior to the effective date. Released time for travel shall be provided in addition to any duty-free lunch period, or other time that is normally non-student-contact time.

### **E. PAYMENT FOR COVERAGE**

Employees required to cover a class during their preparation period shall be paid an additional seventeen (\$17) dollars for that day. Employees who have flexible schedules shall be paid seventeen (\$17) dollars for covering two or more periods in a day.

## **ARTICLE 8: IN-SERVICE TRAINING**

### **A. IN-SERVICE TRAINING**

#### **1. Teacher Quality Committee**

The District Teacher Quality Committee, in accordance with the provisions of Chapter 284, Section 4, will:

- a) Determine the use and distribution of the professional development funds paid to the District as provided in section 257.10, subsection 10, based upon the District, attendance center, and individual teacher and professional development plans.
  - b) Monitor the professional development in each attendance center to ensure that the professional development meets district, attendance center, and individual professional development plans.
2. Should Iowa Code Chapter 284, Section 4, be amended or rescinded, the terms outlined in this Section A of Article 8 shall be considered null and void.

## **B. COLLABORATION TIME**

1. Teachers will be required to participate in at least 36 hours annually of collaboration time to deliver educational programs and assess student learning, or to engage in peer review pursuant to section 284.8, subsection 1.
2. Designated professional development (as long as practitioner collaboration is a substantial component of this professional development) or professional learning community time shall count toward the requirement.
3. Individual educator preparation time shall not count as collaboration time.
4. Should Iowa Code Section 284.6, subsection 8 be amended or rescinded, the terms outlined in this Section B of Article 8 shall be considered null and void.

## **ARTICLE 9: INSURANCE**

1. Employees are eligible to participate in the health and major medical, life, and long-term disability group insurance plans.

An Employee must work at least 30 hours per week to be eligible for group insurance. Employee single premiums will be paid for twelve consecutive months. Employees electing to take family insurance shall pay the difference between the single insurance premium and family insurance premium.

2. The group health and major medical, dental, life, and long-term disability insurance programs in effect during the 2013-14 school year shall be continued in effect with no reduction in benefits during the term of this Agreement.
3. Employees that elected not to enroll in the health and major medical insurance plans during the 2014-2015 contract year will be paid \$50.00 per month on a quarterly basis. (See Memorandum of Understanding)
4. Employees on paid leave shall continue to have board contributions made according to the level described above, subject to the terms and conditions of the carrier. Employees on authorized unpaid leave shall be allowed to continue on District provided insurance at their own expense.
5. The Board shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company. All insurance program carriers shall be selected by the District. The District may seek input from up to two (2) Association representatives before any change in carriers is made.



## ARTICLE 10: LEAVES OF ABSENCE

### A. SICK LEAVE

Employees shall be granted leaves of absence for personal illness or injury or medically related disability with full pay in the following amounts:

1. The following paid sick leave shall be allowed for consecutive years of employment:
  - 10 days - the first year
  - 11 days - the second year
  - 12 days - the third year
  - 13 days - the fourth year
  - 14 days - the fifth year
  - 15 days - the sixth and subsequent years
2. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) days.
3. Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 each school year.
4. Family Sick Leave. Employees may be granted a maximum of five (5) days paid leave per year for illness of the Employee's immediate family. For purposes of this section, "immediate family" shall include Employee's spouse, children, legal guardian, mother, father, sister, brother, mother-in-law, father-in-law and significant other (live-in boyfriend or girlfriend). Extensions of Family Sick Leave not covered in this Article may be made at the sole discretion of the Superintendent. The granting of this leave may require a certificate from a medical provider as proof of such illness.
5. Extended Leave. An Employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may apply for disability benefits under the group insurance plan. If the Employee does not qualify for disability benefits, the Employee may request and be granted a leave of absence without pay up to six months or to the end of the school year, whichever occurs first. This leave may be renewed each year at the discretion of the Board.
6. Maternity Leave. An Employee who becomes pregnant may work as long as she is able to perform her teaching duties as determined by mutual agreement between said Employee and the Administration. Expectant mothers who have accumulated sufficient sick leave may use up to six weeks of paid sick leave beginning with the date of birth. Additional paid sick leave beyond six weeks will require a doctor's statement of necessity and be limited to the amount of sick leave accumulated.
7. Second Parent Leave. Second parent leave may use up to three (3) days of personal sick leave at the time of birth of a child. These days will be deducted from accumulated sick leave and will not affect family sick leave days.
8. Employee elective or cosmetic surgery shall not qualify for sick leave.

## **B. BEREAVEMENT LEAVE.**

1. Immediate Family. An Employee may 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, legal guardian, mother, father, sister, brother, mother-in-law and father-in-law. The total amount of leave under this category shall not exceed ten (10) days per year.
2. Extended Family. An Employee may be allowed up to three (3) working days for each death in the extended family. For purposes of this section, "extended family" shall include grandchildren, grandparents, step relations and in-laws (excluding mother-in-law and father-in-law). The total amount of leave under this category shall not exceed five (5) days per year.
3. Exceptional Circumstances. The Superintendent may extend additional leave days where circumstances warrant. Such action shall not be precedent-setting.
4. 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 two (2) additional paid days, minus the cost of the coverage, up to and including 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 quarterly 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 Superintendent finds there are exceptional circumstances which warrant attendance by more Employees in that building.

## **C. EMERGENCY LEAVE**

Emergency leave of up to one (1) day may be granted at the sole discretion of the Superintendent. The Employee shall pay the cost of the coverage, up to and including the cost of a substitute required. Emergency leave may only be used for emergencies directly resulting from Acts of God or a natural disaster.

## **D. PERSONAL LEAVE**

Regular licensed Employees who work 187 days a year will be allowed a maximum of two (2) days of personal leave to be used without providing a reason. It is within the discretion of the Superintendent to grant personal leave. Application for personal leave must be made in writing at least two (2) school days prior to the requested leave date.

There shall be a limit of two (2) Employees gone per building at the same time, unless otherwise approved by the Principal. No personal leave may be taken in the first two (2) or the last two (2) weeks of the school year or before or after vacation days.

Employees who do not use their personal leave days have the option of carrying one (1) day over to the next year. The maximum number of personal days an Employee may possess or use in a given year is three (3). Employees who do not use their personal leave and do not wish to carry over any day(s) may be reimbursed in the June paycheck for up to two (2) days. The Employee will inform the board secretary no later than two (2) weeks prior to the end of school of the Employee's desire to be reimbursed in the June paycheck at a rate of \$75 for one (1) unused day or \$150 if neither day is used.

The record of personal leave will be displayed on the paycheck stub. Discrepancies should be immediately reported to the board secretary for correction.

#### **E. JURY DUTY**

An Employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Any fees or compensation, other than mileage and parking, that the Employee received during such leave shall be turned over to the District.

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.

#### **F. LEGAL LEAVE**

An Employee who is subpoenaed to appear in a judicial or administrative proceeding related to his/her scope of employment, 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/her duties without loss of pay and without charge against any leave.

#### **G. PROFESSIONAL LEAVE**

All certified staff will be granted one (1) day of leave for professional meetings or conferences. The leave shall be used to further the attainment of a Building Goal or the Comprehensive School Improvement Plan, or the individual teacher's Career Development Plan. This request shall be made on a form available from the Principal and should be submitted to the Superintendent through the Principal. Request forms shall be submitted fifteen (15) calendar days prior to the request for leave. This day is non-accumulating.

Special approval may be granted by the Superintendent or his/her designee for conference requests submitted less than fifteen (15) calendar days prior to the request for leave in extenuating circumstances.

The Principal will indicate a recommendation for action on such request and forward it to the Superintendent's Office for final action.

Additional days of professional leave shall be granted at the discretion of the

Superintendent. Application for these additional days should be completed in the same manner as described above.

#### **H. ASSOCIATION LEAVE**

Up to a total of two (2) days paid leave per year shall be available collectively 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. The Association will pay the cost of the substitute.

#### **I. OTHER EXTENDED LEAVES**

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the Board. The Superintendent must authorize unpaid leave for licensed Employees.

The Superintendent will have complete discretion to grant or deny the requested unpaid leave. In making the determination, the Superintendent will consider the effect of the Employee's absence on the education program and district operations, length of service, previous record of absence, the financial conditions of the District, the reason for the requested absence and other factors the Superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and District operations.

Whenever possible, the Employee will make a written request for unpaid leave 60 days prior to the beginning date of the requested leave. If the leave is granted, the deductions of salary are made unless specifically the Superintendent waives them.

### **ARTICLE 11: STAFF REDUCTION PROCEDURES**

Staff Reduction: The Board of Education has the exclusive authority to determine the appropriate number of licensed Employees and shall determine when a reduction in staff is necessary. A reduction of staff may occur as a result of, but not be limited to, changes in the educational program, staff realignment, changes in the size or nature of the student population, financial situation considerations and other reasons deemed relevant by the Board of Education.

#### **A. NOTIFICATION**

The Board will notify the Association as statutorily required of each contract year if it is contemplating the layoff of any Employee. Such notice will be in writing and will include the specific position(s) to be affected and the specific reasons for the proposed action.

#### **B. REDUCTION CATEGORIES**

When reductions in staff are necessary, layoffs shall be affected within the following groups and departments: K-5, 6-12, Special Areas of Service.

### **C. LAYOFFS**

Employees will be reduced in the above reduction categories on the following basis (in order): (1) attrition when administratively feasible (2) endorsements, certifications and maintenance of existing programs (3) seniority (4) qualifications for co-curricular programs and (5) relative skills, ability and demonstrated performance. Seniority shall be defined as an Employee's length of continuous service within the District since the Employee's last date of hire. Part-time Employees shall accrue seniority on a pro rata basis.

### **D. RECALL**

Laid off Employees shall advise the Superintendent of their current addresses, other employment, and any changes in certification during the recall period. Employees in such groups and departments shall be recalled in inverse order of layoff according to certification and qualifications. If two (2) years, beyond the duration of this contract, has elapsed since their layoff, they shall have no recall rights. If an Employee fails to notify the District by certified mail within ten (10) calendar days of the notice of recall of the Employee's his desire to return to work, any and all recall rights shall be forfeited.

An Employee on recall shall not accrue any sick leave, benefits, or experience on the salary schedule. Any Employee who is employed by another district during the recall period shall forfeit all recall rights and benefits.

## **ARTICLE 12: TRANSFERS**

### **A. DEFINITIONS**

1. **Transfer.** The assignment of an Employee to a different grade level, subject area, or building shall be considered a transfer.
2. **Involuntary Transfer.** An involuntary transfer is a transfer not initiated by the Employee's request.
3. **Vacancy.** The existence of a vacancy will be determined by the District.

### **B. PROCEDURE.**

1. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the Employee desires to be assigned and the school or schools to which the Employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the second (2<sup>nd</sup>) semester.
2. The Superintendent, before advertising the vacancy, shall post notification of a vacancy on the Employee's lounge bulletin board in each building if it occurs during the school year. When the school is not in session, posting of the notification of a

vacancy will be the same as during the year and also an email will be sent to all current staff.

3. An involuntary transfer will be made only when the Employer determines it necessary. Notice of an involuntary transfer or reassignment shall be given in writing to Employees as soon as practical.
4. An involuntary transfer or reassignment may be made only after a meeting between the Employee involved, and the Superintendent, at which time the Employee shall be given written reasons therefore.
5. Nothing in the transfer procedures shall be construed as restricting the employer from exercising its right to temporarily fill any vacancy.

## **ARTICLE 13: WAGES AND SALARIES**

### **A. EMPLOYEE PLACEMENT ON SALARY SCHEDULE**

Each Employee shall be placed on his/her proper step of the **combined** Salary Schedule as of the effective date of this agreement. Such placement shall be determined by advancing one (1) vertical step for each year of actual teaching experience and allotting full credit for all graduate school credits earned.

### **B PLACEMENT OF NEW HIRES**

Upon initial employment, full credit up to step 10 of any lane on the Employee salary schedule shall be given for previous outside teaching experience in a duly accredited school, and full educational lane credit shall be given for graduate school credits earned. New hires without previous teaching experience shall be placed at the base step of the lane appropriate to their education.

### **C. ADVANCEMENT ON SALARY SCHEDULE**

1. **Increments.** Employees properly placed on the salary schedule shall be granted one (1) vertical step on the schedule for each year of service until the maximum for their educational classification has been reached. A year of service consists of employment in the District for ninety (90) or more days in one school year.
2. **Educational Lanes.** An Employee properly placed on the salary schedule who qualifies for advancement to a higher educational lane shall move to the incremental step on the higher lane which corresponds with experience computed in accordance with Paragraph 1 (Increments) above.

Educational lane movement shall not preclude earned vertical increment advancement; an Employee who was at the highest incremental step (maximum salary) on the former educational lane shall be advanced one (1) step on the new educational lane if such step is available.

For an Employee to advance from one educational lane to another, the Employee shall file official transcripts or grade reports showing hours with the Superintendent no later than August 15<sup>th</sup>. Official transcripts shall be filed as soon as possible.

#### **D. CAREER INCREMENTS**

An Employee who reaches the highest incremental step (maximum salary) on his/her experience lane shall receive an annual longevity payment of \$250 per year of experience after step 21.

#### **E. METHOD OF PAYMENT**

1. **Pay Periods.** Each Employee shall be paid in twelve (12) equal installments on the fifth of each month.
2. **Procedures.** Each Employee shall receive his/her salary payment on regular school days unless otherwise designated by the Employee or under the following exceptions:
  - a. Holidays, Vacations, and Weekends. When a pay date falls on or during a school holiday, vacation, or weekend, Employees shall receive their salary payment on the last previous working day.
  - b. Summer Payments. Summer salary payments, other than for summer school teachers during the term of their summer employment, shall be emailed to the Employee's school address for receipt on or before the pay period days listed above.

#### **F. EXTENDED CONTRACTS**

An Employee who provides professional services on days in addition to (beyond) the regular school year (in Section A) shall be compensated at the per diem rate (of his/her salary schedule base salary) for each day in addition to those in the regular school year.

### **ARTICLE 14: TEACHER SALARY SUPPLEMENT**

The Teacher Salary Supplement (TSS) monies received from the State of Iowa will be combined into one salary schedule in a manner mutually agreeable to the parties and the total salary from the combined salary schedule will be listed on each teacher's individual contract.

Each member will receive a TSS allocation that is determined by an equal percentage of their base salary.

If the Iowa Legislature allocates TSS and/or Phase funds in any amounts, including an increase, these funds will be added to the teacher salary schedule using the mutually agreed method.

FICA and IPERS will be calculated and reduced from the total allocation before being divided by the total FTE of certified teachers.

On or before August 15, the TSS amount will be re-calculated based on the current number of members for that contract year. The amount will be added equally to each step of the salary schedule, and each individual teacher's continuing contract will be modified by addendum. At that point the combined salary schedule will be published.

If the Iowa Legislature alters the district's allocation for TSS, the Teacher Salary Supplement will be the subject of bargaining under Iowa Code Chapter 20.

95% of TSS monies paid to the District will be distributed to teachers as provided in this Article and will be paid in the regular salary payments to the teachers. The final 5% of funds will be distributed to teachers in remaining contract months after adjusting for any changes as of May 15<sup>th</sup> to increase or decrease the eligible group.

In the event that the per pupil allocation with the Teacher Salary Supplement is adjusted by legislative action, the parties agree to negotiate the impact upon the incorporated salary schedule. All negotiations associated with adjustment of TSS shall be subject to the provisions of Chapter 20.

The TSS allocations to individual teachers shall be reduced for each day of unpaid leave. Reductions in TSS payments shall be calculated by dividing the employee's annual TSS amount by the number of contract days.

## **ARTICLE 15: SUPPLEMENTAL PAY**

### **A. EXTRA-CURRICULAR ACTIVITIES**

- 1. Approved Activities.** The extra-curricular activities listed in Appendix B & C are official school-sponsored activities.
- 2. Ticket-Taking.** The District shall post a sign-up sheet during in-service allowing Employees to select to take tickets at a minimum of two (2) school activity events during the contract year. Employees who choose not to sign-up within two (2) weeks following the posting of the sign-up sheet will be assigned by the District to work two (2) events.
- 3.** Employees who are assigned coaching or sponsorships as set forth and designed in Appendix B "Collins-Maxwell Baxter Extra- Curricular Pay Schedule" and Appendix C "Collins-Maxwell Sponsorship Pay Schedule" shall be paid in addition to their regular salary the amount shown on Appendix A for their assignment. The extra duty time shall be assigned by the Administration.

## **ARTICLE 16: COMPLIANCE CLAUSES AND DURATION**

### **A. PRINTING AGREEMENT**

The Master Contract will be posted on the District's website.

### **B. SEPARABILITY**

If any item 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 item or application shall be deemed valid and subsisting only to the extent permitted by law. The Board and the Association shall enter into immediate negotiations to replace said item under appropriately modified impasse timelines under Chapter 20, Code of Iowa. All other items and applications shall continue in full force and effect.



**C. DURATION PERIOD**

This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2016. This Agreement shall automatically continue in force and effect for equivalent periods of time except as it may be amended, modified, or substituted for during negotiations for a successor contract.

**D. SIGNATURE CLAUSE**

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Association**

**Board of Education**

**By: \_\_\_\_\_**  
**President**

**By: \_\_\_\_\_**  
**President**

**By: \_\_\_\_\_**  
**Chief Negotiator**

**By: \_\_\_\_\_**  
**Chief Negotiator**

**APPENDIX A:**

**2015-2016 COLLINS-MAXWELL SALARY SCHEDULE**

		<b>Combined Salary Schedule 2015-16</b>						
Steps		<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>BA+36</b>	<b>MA</b>	<b>MA+12</b>	<b>MA+24</b>
1	Base	\$29,029	\$30,191	\$31,352	\$31,642	\$32,513	\$33,674	\$34,853
	TSS	\$3,288	\$3,420	\$3,551	\$3,584	\$3,683	\$3,814	\$3,948
	<b>Combined</b>	<b>\$32,318</b>	<b>\$33,610</b>	<b>\$34,903</b>	<b>\$35,226</b>	<b>\$36,196</b>	<b>\$37,489</b>	<b>\$38,801</b>
2	Base	\$29,755	\$31,003	\$32,259	\$32,600	\$33,500	\$34,690	\$35,836
	TSS	\$3,371	\$3,512	\$3,654	\$3,693	\$3,795	\$3,930	\$4,059
	<b>Combined</b>	<b>\$33,126</b>	<b>\$34,515</b>	<b>\$35,913</b>	<b>\$36,293</b>	<b>\$37,295</b>	<b>\$38,620</b>	<b>\$39,896</b>
3	Base	\$30,481	\$31,816	\$33,166	\$33,558	\$34,487	\$35,706	\$36,820
	TSS	\$3,453	\$3,604	\$3,757	\$3,801	\$3,907	\$4,045	\$4,171
	<b>Combined</b>	<b>\$33,934</b>	<b>\$35,420</b>	<b>\$36,923</b>	<b>\$37,359</b>	<b>\$38,393</b>	<b>\$39,751</b>	<b>\$40,990</b>
4	Base	\$31,207	\$32,629	\$34,073	\$34,516	\$35,474	\$36,722	\$37,803
	TSS	\$3,535	\$3,696	\$3,860	\$3,910	\$4,018	\$4,160	\$4,282
	<b>Combined</b>	<b>\$34,742</b>	<b>\$36,325</b>	<b>\$37,933</b>	<b>\$38,426</b>	<b>\$39,492</b>	<b>\$40,882</b>	<b>\$42,085</b>
5	Base	\$31,932	\$33,442	\$34,980	\$35,474	\$36,461	\$37,738	\$38,787
	TSS	\$3,617	\$3,788	\$3,962	\$4,018	\$4,130	\$4,275	\$4,394
	<b>Combined</b>	<b>\$35,549</b>	<b>\$37,230</b>	<b>\$38,943</b>	<b>\$39,492</b>	<b>\$40,591</b>	<b>\$42,013</b>	<b>\$43,180</b>
6	Base	\$32,658	\$34,255	\$35,888	\$36,432	\$37,448	\$38,754	\$39,770
	TSS	\$3,699	\$3,880	\$4,065	\$4,127	\$4,242	\$4,390	\$4,505
	<b>Combined</b>	<b>\$36,357</b>	<b>\$38,135</b>	<b>\$39,953</b>	<b>\$40,559</b>	<b>\$41,690</b>	<b>\$43,144</b>	<b>\$44,275</b>
7	Base	\$33,384	\$35,068	\$36,795	\$37,390	\$38,435	\$39,770	\$40,754
	TSS	\$3,782	\$3,972	\$4,168	\$4,235	\$4,354	\$4,505	\$4,616
	<b>Combined</b>	<b>\$37,165</b>	<b>\$39,040</b>	<b>\$40,963</b>	<b>\$41,625</b>	<b>\$42,789</b>	<b>\$44,275</b>	<b>\$45,370</b>
8	Base	\$34,110	\$35,880	\$37,702	\$38,348	\$39,422	\$40,786	\$41,737
	TSS	\$3,864	\$4,064	\$4,271	\$4,344	\$4,466	\$4,620	\$4,728
	<b>Combined</b>	<b>\$37,973</b>	<b>\$39,945</b>	<b>\$41,973</b>	<b>\$42,692</b>	<b>\$43,887</b>	<b>\$45,406</b>	<b>\$46,465</b>
9	Base	\$34,835	\$36,693	\$38,609	\$39,306	\$40,409	\$41,802	\$42,721
	TSS	\$3,946	\$4,156	\$4,373	\$4,452	\$4,577	\$4,735	\$4,839
	<b>Combined</b>	<b>\$38,781</b>	<b>\$40,850</b>	<b>\$42,983</b>	<b>\$43,758</b>	<b>\$44,986</b>	<b>\$46,538</b>	<b>\$47,560</b>
10	Base	\$35,561	\$37,506	\$39,516	\$40,264	\$41,396	\$42,818	\$43,704
	TSS	\$4,028	\$4,248	\$4,476	\$4,561	\$4,689	\$4,850	\$4,951
	<b>Combined</b>	<b>\$39,589</b>	<b>\$41,754</b>	<b>\$43,992</b>	<b>\$44,825</b>	<b>\$46,085</b>	<b>\$47,669</b>	<b>\$48,655</b>
	Base	\$36,287	\$38,319	\$40,423	\$41,222	\$42,383	\$43,834	\$44,688

	TSS	\$4,110	\$4,341	\$4,579	\$4,669	\$4,801	\$4,965	\$5,062
11	<b>Combined</b>	<b>\$40,397</b>	<b>\$42,659</b>	<b>\$45,002</b>	<b>\$45,891</b>	<b>\$47,184</b>	<b>\$48,800</b>	<b>\$49,750</b>
	Base TSS	\$37,013 \$4,193	\$39,132 \$4,433	\$41,331 \$4,682	\$42,180 \$4,778	\$43,370 \$4,913	\$44,850 \$5,080	\$45,671 \$5,173
12	<b>Combined</b>	<b>\$41,205</b>	<b>\$43,564</b>	<b>\$46,012</b>	<b>\$46,958</b>	<b>\$48,283</b>	<b>\$49,931</b>	<b>\$50,845</b>
	Base TSS	\$37,738 \$4,275	\$39,944 \$4,525	\$42,238 \$4,784	\$43,138 \$4,886	\$44,357 \$5,025	\$45,866 \$5,196	\$46,655 \$5,285
13	<b>Combined</b>	<b>\$42,013</b>	<b>\$44,469</b>	<b>\$47,022</b>	<b>\$48,024</b>	<b>\$49,381</b>	<b>\$51,062</b>	<b>\$51,940</b>
	Base TSS	\$38,464 \$4,357	\$40,757 \$4,617	\$43,145 \$4,887	\$44,096 \$4,995	\$45,344 \$5,136	\$46,883 \$5,311	\$47,638 \$5,396
14	<b>Combined</b>	<b>\$42,821</b>	<b>\$45,374</b>	<b>\$48,032</b>	<b>\$49,091</b>	<b>\$50,480</b>	<b>\$52,193</b>	<b>\$53,034</b>
	Base TSS	\$39,190 \$4,439	\$41,570 \$4,709	\$44,052 \$4,990	\$45,054 \$5,103	\$46,331 \$5,248	\$47,899 \$5,426	\$48,622 \$5,508
15	<b>Combined</b>	<b>\$43,629</b>	<b>\$46,279</b>	<b>\$49,042</b>	<b>\$50,157</b>	<b>\$51,579</b>	<b>\$53,324</b>	<b>\$54,129</b>
	Base TSS	\$39,915 \$4,521	\$42,383 \$4,801	\$44,959 \$5,093	\$46,012 \$5,212	\$47,318 \$5,360	\$48,915 \$5,541	\$49,605 \$5,619
16	<b>Combined</b>	<b>\$44,437</b>	<b>\$47,184</b>	<b>\$50,052</b>	<b>\$51,224</b>	<b>\$52,678</b>	<b>\$54,455</b>	<b>\$55,224</b>
	Base TSS	\$40,641 \$4,604	\$43,196 \$4,893	\$45,866 \$5,196	\$46,970 \$5,320	\$48,305 \$5,472	\$49,931 \$5,656	\$50,589 \$5,730
17	<b>Combined</b>	<b>\$41,367</b>	<b>\$48,089</b>	<b>\$51,062</b>	<b>\$52,290</b>	<b>\$53,777</b>	<b>\$55,586</b>	<b>\$56,319</b>
	Base TSS	\$41,367 \$4,686	\$44,009 \$4,985	\$46,774 \$5,298	\$47,928 \$5,429	\$49,292 \$5,584	\$50,947 \$5,771	\$51,572 \$5,842
18	<b>Combined</b>	<b>\$46,053</b>	<b>\$48,994</b>	<b>\$52,072</b>	<b>\$53,357</b>	<b>\$54,875</b>	<b>\$56,718</b>	<b>\$57,414</b>
	Base TSS	\$36,287 \$4,110	\$38,319 \$4,341	\$40,423 \$4,579	\$41,222 \$4,669	\$42,383 \$4,801	\$43,834 \$4,965	\$44,688 \$5,062
19	<b>Combined</b>	<b>\$40,397</b>	<b>\$42,659</b>	<b>\$45,002</b>	<b>\$45,891</b>	<b>\$47,184</b>	<b>\$48,800</b>	<b>\$49,750</b>
	Base TSS	\$- \$-	\$45,634 \$5,169	\$48,588 \$5,504	\$49,844 \$5,646	\$51,266 \$5,807	\$52,979 \$6,001	\$53,539 \$6,065
20	<b>Combined</b>	<b>\$-</b>	<b>\$50,803</b>	<b>\$54,092</b>	<b>\$55,490</b>	<b>\$57,073</b>	<b>\$58,980</b>	<b>\$59,604</b>
	Base TSS	\$- \$-	\$46,447 \$5,261	\$49,495 \$5,607	\$50,801 \$5,755	\$52,253 \$5,919	\$53,995 \$6,116	\$54,523 \$6,176
21	<b>Combined</b>	<b>\$-</b>	<b>\$51,708</b>	<b>\$55,102</b>	<b>\$56,556</b>	<b>\$58,172</b>	<b>\$60,111</b>	<b>\$60,699</b>

## APPENDIX B:

### 2015-16 COLLINS-MAXWELL BAXTER EXTRA CURRICULAR PAY SCHEDULE

	Years of Experience														
<b>HIGH SCHOOL</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Head Coach</b>	<b>Base</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
Football, Basketball, Wrestling	2850	2900	2950	3000	3050	3100	3150	3200	3250	3300	3375	3450	3525	3600	3675
Track, Soccer, Golf, Cross Country	2600	2650	2700	2750	2800	2850	2900	2950	3000	3050	3125	3200	3275	3350	3425
Volleyball, Baseball, Softball	2650	2700	2750	2800	2850	2900	2950	3000	3050	3100	3175	3250	3325	3400	3475
<b>Assistant Coach</b>	<b>Base</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
Football, Basketball, Wrestling	2100	2150	2200	2250	2300	2350	2400	2450	2500	2550	2625	2700	2775	2850	2925
Volleyball, Track, Softball, Baseball, Cross Country, Golf, Soccer	1900	1950	2000	2050	2100	2150	2200	2250	2300	2350	2425	2500	2575	2650	2725
<b>Cheer Coach</b>	<b>Base</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
Football	820	840	860	880	900	920	940	960	980	1000	1030	1060	1090	1120	1150
	<b>Base</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>45</b>	<b>45</b>	<b>45</b>	<b>45</b>	<b>45</b>
Basketball	1180	1210	1240	1270	1300	1330	1360	1390	1420	1450	1495	1540	1585	1630	1675
	<b>Base</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
Wrestling	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500	1575	1650	1725	1800	1875
	Years of Experience														
<b>MIDDLE SCHOOL</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Head Coach</b>	<b>Base</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
Football, Baseball, Softball, Wrestling, Basketball, Volleyball, Track	1300	1350	1400	1450	1500	1550	1600	1650	1700	1750	1825	1900	1975	2050	2125
<b>Assistant Coach</b>	<b>Base</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
Football, Baseball, Softball, Wrestling, Basketball, Volleyball, Track	1050	1100	1150	1200	1250	1300	1350	1400	1450	1500	1575	1650	1725	1800	1875

**APPENDIX C:**

**COLLINS-MAXWELL EXTRA CURRICULAR PAY SCHEDULE**

**2015-2016**

aches & Sponsors	1 <sup>st</sup> YR	2 <sup>nd</sup> YR	3 <sup>rd</sup> YR	4 <sup>th</sup> YR	5 <sup>th</sup> YR	6 <sup>th</sup> YR	7 <sup>th</sup> YR	8 <sup>th</sup> YR	9 <sup>th</sup> YR	10 <sup>th</sup> YR	11 <sup>th</sup> YR	12 <sup>th</sup> YR	13 <sup>th</sup> YR
Major column increment		50	50	50	50	50	50	50	50	50	75	75	75
Minor column increment		25	25	25	25	25	25	25	25	25	35	40	40
AMPS (LEADERSHIP)	175	200	225	250	275	300	325	350	375	400	435	475	515
LEADERLEADING, JR	450	475	500	525	550	575	600	625	650	675	710	750	790
MANAGEMENT TEAM	1800	1850	1900	1950	2000	2050	2100	2150	2200	2250	2325	2400	2475
EMUSIC	400	425	450	475	500	525	550	575	600	625	660	700	740
CLASS SPONSOR	1800	1850	1900	1950	2000	2050	2100	2150	2200	2250	2325	2400	2475
HONOR SOCIETY	175	200	225	250	275	300	325	350	375	400	435	475	515
STUDENT COUNCIL	250	275	300	325	350	375	400	425	450	475	510	550	590
MAGAZINE CAMPAIGN	300												
CLASS SPONSOR (X3)	400	425	450	475	500	525	550	575	600	625	660	700	740
STUDENT COUNCIL	175	200	225	250	275	300	325	350	375	400	435	475	515
MUSIC, INSTRUMENTAL	1850	1900	1950	2000	2050	2100	2150	2200	2250	2300	2375	2450	2525
MUSIC, VOCAL	1300	1350	1400	1450	1500	1550	1600	1650	1700	1750	1825	1900	1975
MUSICAL, DIRECTOR	1800	1850	1900	1950	2000	2050	2100	2150	2200	2250	2325	2400	2475
MUSICAL DIRECTOR	11.00 PER HOUR, MAXIMUM 40 HOURS												
MANAGER, JR	550	575	600	625	650	675	700	725	750	775	810	850	890
TECHNICAL DIRECTOR	1425	1475	1525	1575	1625	1675	1725	1775	1825	1875	1950	2025	2100
CLASS SPONSOR	225	250	275	300	325	350	375	400	425	450	485	525	565
TECHNICAL TRAINING SUP	8.00 PER HOUR												
LIBRARIAN	950	1000	1050	1100	1150	1200	1250	1300	1350	1400	1475	1550	1625
LIBRARIAN ASST	250	275	300	325	350	375	400	425	450	475	510	550	
Club Robotics Coach	<u>1500</u>	<u>1525</u>	<u>1550</u>	<u>1575</u>	<u>1600</u>	<u>1625</u>	<u>1650</u>	<u>1675</u>	<u>1700</u>	<u>1725</u>	<u>1750</u>	<u>1775</u>	<u>1800</u>
ATHLETIC DIRECTOR	5300	5433	5565	5698	5830	5963	6095	6228	6360	6493	6625	6758	6890

**APPENDIX D – AUTHORIZATION FOR PAYROLL DEDUCTION  
FOR COLLINS-MAXWELL EDUCATION ASSOCIATION DUES**

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<b>First Name</b>	<b>Initial</b>	<b>Last Name</b>
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**DUES**

I hereby request and authorize the Board of Education of the Collins-Maxwell Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the Collins-Maxwell Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through the end of the contract year, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to the Board Secretary and to the Association.

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Date

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Signature

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Social Security No.

**APPENDIX E - GRIEVANCE FORM**

\_\_\_\_\_  
Building

\_\_\_\_\_  
Name of Grievant

Date Filed:

\_\_\_\_\_  
Distribution of Form:

- 1. Association
- 2. Employee
- 3. Employer

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**STEP TWO**

A. Date alleged violation occurred:

\_\_\_\_\_  
B. Selection(s) of contract alleged to be violated:

\_\_\_\_\_  
C. Statement of Grievance:

\_\_\_\_\_  
D. Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor:

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date

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**STEP THREE**

A. \_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Received by Superintendent

B. Disposition by Superintendent or Designee:

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\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

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STEP FOUR

A. \_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

B. Disposition by Association:

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## **APPENDIX F – PEER REVIEW MEMORANDUM OF UNDERSTANDING**

### **Letter of Understanding**

The following is a letter of understanding regarding peer review. This agreement will be an addendum to the 2015-16 Master Contract and will sunset after the 2015-16 contract year, unless renewed in collective bargaining for a subsequent year.

#### **Definition**

The parties agree that peer review is a collegial process among a peer group of teachers to enhance and improve instruction in order to increase student achievement.

#### **Process**

1. A peer group may be a group of two or more colleagues. The peer group will be self-selected. Each teacher will have a peer group. If a peer group cannot be found for a teacher a peer group will be selected in consultation with the building administrator.
2. Peer review will be based on professional dialogue that may or may not include a classroom observation. The decision regarding classroom observation will be made by the peer group.
3. The peer review process will be formative and will be focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan. Peer reviews shall be supportive and collaborative and will be conducted in an informal manner.
4. The members of the peer group will complete the attached form after the peer review process is completed. The form will be submitted to the building Principal or immediate supervisor no later than the end of the contract year.
5. Peer group review shall not be the basis for recommending the teacher participate in an intensive assistance program and shall not be used to determine the compensation, promotion, layoff, or any other determination affecting a teacher's employment status.
6. Training for peer review will be provided prior to its implementation.
7. Time required for the peer review process will be scheduled by the peer group with the Principal of the building. If a substitute teacher is needed for the peer review process, the peer group will first contact the Principal to seek approval and to make the appropriate arrangements.
8. If a conflict exists between or among members of a peer review group, an attempt will be made to mediate the conflict. Based on the results of the mediation, the Employee(s) will then decide if it is necessary to join another peer group.

**APPENDIX G – CASH IN LIEU OF INSURANCE  
MEMORANDUM OF AGREEMENT**

The Collins-Maxwell Board of Education and the Collins-Maxwell Education Association hereby agree that the District will provide fifty (\$50) dollars per month for employees that chose not to participate in the insurance program during the 2014-2015 contract year.

This agreement will continue until all those employees above have severed their employment with the District or enrolled in health insurance. Once enrolled in health insurance, the stipend is no longer an option.

In the event that this Agreement is found to be in contradiction with the IRS Code and/or penalties under the Affordable Care Act are assessed, this Agreement will require amendment or cancellation until non-compliance or penalty assessment issues are resolved.