

Master Contract

Between

North Union

Education Association

And

North Union Community

School District

For the School Year

2016-2017

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Article I: Preamble

Whereas, the Employer and the Association recognize and declare that providing a quality education for the students of North Union School district is their mutual desire and that the character of each education depends predominately upon the quality and morale of the teaching service, it shall be the mutual aim of the parties to this Agreement to improve conditions for the benefit of the teachers as required under the express provisions of this Agreement.

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

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

Article II: Recognition

A. Unit

The Employer hereby recognizes the North Union Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the North Union School District. Such representation shall cover all personnel assigned to newly created professional positions except those that are principally supervisory or administrative.

B. Definitions

1. The term "Employer", as used in this Agreement, shall mean the Board of Education of the North Union School District or its duly authorized representatives.
2. The term "Employee", as used in this Agreement, shall mean all professional Employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this Agreement shall mean the North Union Education Association or its duly authorized representatives or agents.

Article III: Impasse Procedure

Impasse shall be governed by the procedure as outlined in Chapter 20 of the Code of Iowa.

Article IV: Wages and Salaries

- A. The salaries of Employees shall be negotiated by the bargaining representatives.
- B. Salary Schedule A

The regular salary of Employees covered by this agreement is set forth in Schedule A, which is attached to and incorporated in this agreement.

1. **Credit of Experience:**
Credit up to step ten (10) of any salary level on the Employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school system upon initial employment, provided that said experience was within ten (10) years of said employment. Special exception may be made by the Board of Education in the event of difficult-to-fill positions, late resignations, death or lack of applicants for openings in the district. In the event such exceptions are made, the District will inform the Association of the exception, the reasons for it and the level at which the Employee is placed. In no case shall a new hire be given credit for more years than those for which they have actual teaching experience, nor will they be placed in a lane for which they do not have the required hours.
2. **Extended Year Contract Rate:**
The Salary Schedule is based upon a 190-day work year with 180 teaching-days. Certain specified holidays in the Calendar will count toward the ten-day difference in the 180 and 190-day contract. The remaining of the extra ten days may be used for various workshops and in-service training days at the discretion of the Employer or Superintendent, but not to exceed the 190-day total. Any Employee who works beyond the 180/190 days will be additionally compensated at a 100% per diem rate of his/her contracted salary.
3. **Horizontal and Vertical Advancement:**
It is agreed that each Employee will move one vertical step per year of experience. Horizontal advancement occurs when requirements have been met for that lane. Salaries on the supplemental pay schedule will be determined using the supplemental base (see Schedule B). Beginning teachers will be placed on Step 1 of the salary schedule.

The Employee will notify the Superintendent and the Association by February 1 of anticipated lane changes for the next school year. Courses to qualify for lane changes must be graduate hours.

Transcripts shall be provided to the Superintendent by September 1 of the new contract year.

C. Compensation for Additional Hours

Compensation for additional hours approved by the District will be paid at the rate of \$25.00 per hour. This does not include the compensation rate for extended year contracts.

D. Distribution of Teacher Compensation Allocation

All TSS Authority is fully incorporated into Schedule A.

E. Pay Periods

Each Employee shall be paid by the 20th day of each month. Employees shall be paid using electronic deposit.

Article V: Supplemental Pay

A. Extra-curricular Activities:

The Employer and Association agree that the co-curricular activities as approved by the Employer/Administration (Schedule B), even though some such sponsorship be unpaid, shall be covered by school insurance.

B. Coaches and sponsors shall be paid on the following scale for driving buses to extra-curricular events:

1-24 miles	\$12.00
25-49 miles	\$17.00
50 and over	\$22.00

Article VI: Insurance

The Employer agrees to provide all Employees the following paid insurance protection for twelve consecutive months. Employees new to the District shall be covered by Employer provided insurance no later than September 1 or March 1 of the Contract year. The Carrier shall be mutually agreed upon by the Association and the Employer.

A. Health and Major Medical:

The Employer will pay \$635 toward the cost of plans 2-8 from Iowa Star School Insurance for medical insurance coverage for group hospitalization and major medical insurance for Employees, pro-rated for contract time. For ongoing employment, this amount will be effective July through June.

1. All Employees will be required to purchase single or family medical insurance coverage through the District. (Note, exceptions in 2014 side letter.) The balance of costs will be deducted monthly from Employee salary payments. Upon discontinuing employment with the District, any insurance increases and other payroll deductions for July and August will be taken out of the employee's June pay.
2. If the Employee's cost for coverage utilized is less than the allowance, the difference will be added to the contract salary and taken in cash. When spouses are both employed by the District, each shall receive their respective allowances.

B. Worker's Compensation

Each Employee shall be covered by Workers' Compensation insurance paid for by the District. Coverage shall be in compliance with Code of Iowa.

C. School Liability

All Employees shall be covered by a school financed liability insurance according to Code of Iowa.

D. Long-Term Disability

The Board agrees to pay the full cost of the long-term disability insurance plan for each Employee.

E. Dental

Each Full-Time Employee shall be covered by a dental insurance policy that will be paid for in full by the board.

F. Life

Each Full-Time Employee shall be covered by a \$10,000 life insurance policy that will be paid for in full by the board.

VII: Sick Leave

A. All Employees of the North Union Community School District shall be granted leave for personal and family illness or injury, with full pay, in the following amounts:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and subsequent years of employment	15 days

B. These amounts shall apply to consecutive years of employment in the North Union, Armstrong-Ringsted, or Sentral School Districts.

C. The unused sick leave days shall be accumulated to a total of 120 days. Employees shall be reimbursed in June, \$10.00 per day for any unused sick leave days over the 120 cumulative days.

D. The Employer shall, in each instance, require such reasonable evidence as it may desire to confirm the necessity of such leave of absence. The Employer may request medical documentation.

E. Sick leave may be used in half-day increments when appointments cannot be scheduled outside the work hours and cannot be covered in house.

F. If upon discontinuing employment with the district, an Employee has accumulated seventy-five (75) days or more of sick leave, the Employee will be awarded \$20.00 for each unused day of sick leave accumulated.

Article VIII: Temporary Leaves of Absence

A. Other Leave

1. Personnel who cannot be excused from jury duty or who are called upon to be a witness in court shall receive their regular pay during their absence, provided they agree to return to the district any funds received for their services, up to but not to exceed their regular rate of pay. All mileage received for such duty shall be retained by the Employee.
2. Three (3) days of personal leave are granted to professional staff each year and are non-cumulative. All requests for personal leave must be filed with the superintendent or designee at least three (3) days in advance of the date requested except in extenuating circumstances. Employees may use personal leave on work days/professional development days where members of the Employee's family are participating in significant family events such as graduations, weddings, or school sponsored events and state school events. Members of the Employee's family shall be limited to spouse or significant other, children, parents, grandchildren, or brothers and sisters of the Employee. Employees shall be reimbursed in June, \$70.00 per day for any unused personal leave days. If substitute teachers are unavailable, the use of personal leave will be restricted to two (2) teachers per day per school building.
3. Members of the professional staff are allowed a maximum of ten (10) days leave with full pay in the event of the death of a husband, wife, mother, father, son, daughter, brother, sister. After ten (10) days per year, more days may be granted with administrative approval. A maximum of five (5) days leave will be granted in the event of the death of a grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, and uncle. After five (5) days per year, more days may be granted with administrative approval.
4. All Employees will be allowed to attend funerals they feel necessary, up to one day, with full pay. Administrative approval would still need to be obtained in advance of the date(s) to be missed for said funeral(s).
5. Employees of the district may be granted emergency leave by the superintendent for reasons of fire, a natural disaster, a critical illness among members of the Employee's family except as provided below:
 - a. Such leaves shall not exceed three days for each separate illness. For purposes of this paragraph, "Members of the Employee's family" shall be limited to spouse, children, parents, grandchildren, or brothers and

sisters of the Employee. The term "family" shall also include individuals not related to the Employee, but with whom the Employee developed a similar personal relationship during childhood such as stepsisters, stepbrothers, or stepparents. Also, included would be a relative or other individual who raised the Employee to adulthood or was in loco parentis to the Employee's childhood.

- b. The superintendent may allow the maximum to be increased to five days per illness. In doing so, the superintendent shall consider but not be limited to such factors as travel time involved, the duration of the illness, the closeness of the Employee, the number of prior emergency leaves taken under this Agreement, or similar policies of the district.
- c. The Employee may be required to submit a statement from the patient's medical doctor stating the date, time, and duration of the critical or worse status.

B. Association

A leave of absence without pay for up to one year shall be granted to any Employee for the purpose of serving as an officer of the state or national Association. Upon return to duty with the District, the individual will be placed at the next step on the salary schedule above the position he/she was at the time he/she requested a leave of absence and shall maintain fringe benefits accrued before he/she left the system. The Employee wishing to return must notify the superintendent of his/her intent by April 1 otherwise the contract will be terminated.

In addition, the parties agree that the Association will have two (2) Association days per year. The Association will pay for the cost of a substitute for the second day. The Association will indicate days to be used and who will take them to the Superintendent two (2) weeks in advance.

C. Professional Leave

Employees of the District may request permission to attend professional workshops, conferences or in-state convention with the approval of the principal and Superintendent. All out-of-state professional meetings or conventions must have permission of principal, Superintendent, and School Board.

D. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and

without loss of pay during the first 30 days of such leave as provided in the Code of Iowa.

On completion of such military service, the Employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken.

Any Employee whose military leave exceeds a continuous period of six (6) months shall make application for reinstatement to the superintendent or his designated representative and return to employment within 90 days after termination of such military service.

E. Family and Medical Leave Act

Employees of the District are entitled to unpaid, paid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the federal regulations implementing the Act. This inclusion shall in no way reduce or adversely impact their provisions or practices of this Master Contract.

H. Unpaid Leaves

1. Unpaid leave may be granted with Employer or its designee approval when a suitable replacement is available for the following purposes:
 - a. Educational Improvement of up to one (1) year, with appropriate application, at an accredited college or university, reasonably related to professional responsibilities.
 - b. Family illness leave for up to one (1) year for the purpose of caring for a sick or injured member of the Employee's immediate family.
 - c. Other temporary leaves for good and sufficient reason.
 - d. Sabbatical leave, as requested for up to one year for any Employee with 5 years tenure in the North Union, Armstrong-Ringsted, or Sentral School Districts. Said leave can be taken only once in every five years and shall be limited to two professional staff members in any one school year.
2. Upon return from unpaid leave, the Employee shall be placed at no less relative position in the salary agreement with the Association as the Employee had upon taking leave and shall retain sick leave benefits. The Employee will retain

seniority status and have the option to pay for insurance benefits within the guidelines of the group insurance plan during the year of unpaid leave.

3. When a leave application is rejected, the Employee will be given written notice of reason(s) promptly.

Article IX: Hours of Work

- A. The work day shall begin 30 minutes prior to the start of classes and end 30 minutes after class dismissals, with the following exceptions: on Fridays, on days when school activities require the presence of the teachers back at school in the early evening, on days when school dismisses early due to inclement (heat or winter storms) weather and/or holidays, teachers may leave at the time of dismissal after the buses have departed. If driving conditions pose a threat to faculty's safety, those who do not live in the community of the building in which they teach, may leave at dismissal time.

In the event that school should be delayed, Employees will be required to report at a time corresponding to the delay. Adjustments to these hours may be made by mutual agreement between the Employee and his/her building supervisor. Administrative decisions to adjustments shall be grievable only by the Association under this article. (Article IX).

- B. It is mutually understood that teachers will attend in-service meetings, staffings, meetings with parents, NCA, and other evaluations, and other special meetings or events as well as do their fair share with work assigned at games, concerts, and other school events. See Addendum I.
- C. All high school and middle school Employees shall have a preparation time of at least one period per day. Elementary teachers will have a minimum of 3 1/2 hours per week in addition to recess breaks for preparation time. Adjustments to these hours may be made by mutual agreement between the Employee and his/her building supervisor.
- D. The teachers will be allowed to have input on setting the school calendar.

Article X: Grievance Procedures

A. Definitions

1. A "Grievant" shall mean an Employee or group of Employees or the Association filing a grievance.
2. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
3. A "Party of Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean Employee work days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

B. Rights to Representation

1. If, in the judgment of the Association, a grievance exists, the Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step Three.
2. In matters dealing with alleged violations of the Association rights, the grievance shall be initiated at Step Three.
3. The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the agreement.

C. Individual Rights

A grievant may be represented at all pre-arbitration stages of the grievance by himself/herself, or, at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

1. Step One:

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his/her principal.

2. Step Two:

Within a reasonable amount of time following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision is based.

3. Step Three:

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered, within ten (10) days after presentation of the grievance, the grievance may be referred to the superintendent or his/her official designee. The superintendent shall arrange for a hearing with the grievant and the Association, to take place within ten (10) days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the superintendent will have ten (10) days to provide his/her written decision, together with the reasons for the decision to the Association.

4. Step Four: Binding Arbitration

a. If the grievant is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within ten (10) days after he/she first met with the superintendent, he/she may, within ten (10) days request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance has merit, it may, by written notice to the superintendent within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

- b. Within ten (10) days after such written notice of submission to arbitration, the superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10 day period, a request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. When the list of arbitrators is received, the parties will determine by lot which party has the right to remove the first name from the list. Then the parties will remove names alternately until only one name remains, and the remaining name will become the arbitrator.
- c. The arbitrator selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power and authority to make any decision which is violative of the terms of this Agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator will be submitted to the Employer and the Association and will be final and binding upon the parties.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Employer and the Association. All other cost will be borne by the party incurring them.

E. No Reprisals

No reprisals of any kind will be taken by the Employer or the school Administration against any teacher because of his/her participation in this grievance procedure.

F. Cooperation of Employer and Administration

The Employer and the Administration shall cooperate with the Association in its investigation of any grievance, and, further, shall furnish the Association such information as is requested for the processing of any grievance.

The number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an Employee or the Association

to act on any grievance will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

G. Personnel Files

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

H. Grievance Forms

Forms for filing grievance, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the superintendent and the Association so as to facilitate operation of the grievance procedure (see Schedule D). The costs of preparing such forms shall be borne equally by the Employer and the Association.

Article XI: Reduction of Staff

A. Coverage

All Employees under this agreement with the exception of Employees assigned to federally funded programs.

B. The Administration, with Employer approval shall have the right to determine when and where it is necessary to have a reduction of staff. Attrition will be used when possible. If not possible, continuous years of teaching in the North Union, Armstrong-Ringsted, or Sentral, School Districts will have preference over a person with the same teaching qualifications. Leaves of absence granted in Article VIII of the Master Contract will not interrupt a teacher's continuous years of teaching.

C. If reduction in staff cannot be adequately accomplished in accordance with the above paragraph, the Employer shall lay off Employees according to the following criteria with equal consideration given to those listed:

1. Total teaching experience in other school systems
2. Relative skill or ability as determined by factors including but not limited to performance evaluations
3. Amount of college preparation in grade level or subject matter area

D. Extra Duty assignment performance shall not be a factor in determining staff reduction.

E. The Employer shall notify the local Association in accordance with the Code of Iowa.

F. Notification

The Administration shall provide written notice to each Employee who may possibly be laid off by staff reduction in accordance with the Code of Iowa. Such notice shall contain specific reasons for reduction of staff.

G. Recall Rights

Any Employee laid off pursuant to this contract shall have recall rights to any position vacant for which he/she is qualified until July 15 the following year and shall be recalled to an available position in inverse order of layoff. Upon notification of a position available and a refusal of the position, said party shall waive the right to further recall. If layoffs occur on the same date, recall shall be based upon seniority in the system. Former Employees on layoff shall have the right to grieve recall procedures during their period of layoff status.

H. Benefits

Any Employee re-employed by exercising his/her recall rights shall be granted only those salary and related benefits that existed prior to his/her layoff.

I. Resignations and Terminations

Recall rights are reserved only for those Employees who were laid off or resigned due to a staff reduction notice. Employees who have resigned or have been laid off pursuant to this article and who are under employment with another school district have no benefits under this article.

J. Requirements

1. Employees are responsible for written notification to the Employer by January 1 that they desire to be on recall for the upcoming year.
2. Employees are responsible for notifying the Employer of their current address during the time of eligibility for recall and of any new certification.
3. The Employer is responsible for notifying the Employees on layoff and who desire recall by certified mail when pending vacancies occur within the designated classifications of Section B of this Article.

4. If any Employee fails to respond, either by personal service or acceptance or by certified mail, to the notification of a pending vacancy within fifteen (15) days after the receipt of the above notice of recall, the Employee will be deemed to have refused the position offered.

Article XII: Health and Safety

- A. When a physical examination is requested, an Employee shall file a written report of a medical examination certifying that such Employee has the fitness to perform the tasks assigned. Such examination is to be performed by a medical doctor. The medical examination shall be filed in the office of the superintendent on or before October 1.
 1. The school district will reimburse each Employee who is enrolled in the insurance program up to \$60.00 toward the cost of each required medical examination (for any portion of the first \$60.00 not paid by insurance).
- B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
- C. The Employer recognizes its responsibility to give reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom. When it appears that a particular pupil requires the attention of special Employees, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Employer will take reasonable steps to assist the Employee with respect to such pupils.
- D. No Employee shall be requested or required to search for a bomb.

Article XIII: Authorized Deductions

- A. Authorization

Any Employee who is a member of the Association or has applied for membership may sign and deliver to the Employer an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule C. Except as provided in Paragraph C, such authorization shall be delivered to the Employer on or before September 1.

B. Regular Deduction

Pursuant to a deduction authorization, the Employer shall deduct one ninth (1/9) of total dues from the regular salary check of the Employee once each month for nine (9) months beginning the pay period in September and ending the first pay period in May of each year.

C. Pro-Rated Deduction

Employees whose date of hire begins after September 15 shall have the total dues pro-rated on the basis of the remaining months of employment through June. Such Employee shall deliver their authorization to the Employer on or before the 1st day of the month for which the first deduction is requested.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by thirty (30) days notice to the Employer and to the Association's president or his/her designee.

E. Transmission of Dues

The Employer shall transmit to the Association treasurer within ten (10) contract days following each regular pay period the total deduction for professional dues and a listing of the Employees for whom deduction was made and the amount of each Employee's deduction.

F. Errors

If the Employer deducts an installment of dues when such deduction should not have been deducted, the Association will reimburse the Employee for such deduction. If the Employer fails to deduct an installment of dues when such deduction should have been deducted, the Employer shall deduct such unpaid dues on a pro rata basis from the remaining wage payments during the fiscal year.

G. Indemnification

The Association agrees to indemnify and hold harmless the Board, individually and collectively, and all agents of the Board against all claims, costs, suits or other liability and all court costs arising out of the application of this article.

H. Tax Sheltered Annuity

A deduction for a contribution to a Tax Sheltered Annuity will be made from an employee's salary payments upon the District's receipt of proper authorization from the employee.

Article XIV: Transfer Procedures

A. Definitions

1. The unwilling movement of an Employee to a different grade level, subject area, or building is an involuntary transfer.
2. The willing movement of an Employee to a different grade level, subject area, or building is a voluntary transfer.

B. Notification

Employees shall be notified of vacancies when they occur via the school email system.

C. Filing Requests

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(s) and/or subject(s) 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 semester.

D. Qualified Volunteers

No position shall be filled by means of involuntary transfer or reassignment if in the opinion of the Employer or its designee there is an acceptable and qualified volunteer available to fill said position. A voluntary transfer may occur with the approval of the principal(s) involved, and if a suitable replacement can be found for the transferee.

E. Notice

Notice of an involuntary transfer or reassignment shall be given in writing to the Employee(s) as soon as practical and in no case later than May 1 unless the need for such transfer arises after such date, in which case the reasons for such delay will be given to the Employee(s) in writing.

F. Reason for Transfer

1. An involuntary transfer or reassignment shall be made only after a meeting between the Employee involved and the superintendent at which time the Employee shall be given written reasons(s) therefore.
2. Before a transfer, voluntary or involuntary, may take place, a vacancy on the force must exist for which the transferee is qualified.

Article XV: Evaluation Procedures

A. Notification and Orientation

1. An orientation meeting shall be held within the first ten contract days with all teachers. The purpose of this meeting will be to review the Iowa Teaching standards, the evaluation procedures included in this article, and the District's evaluation plan. No evaluation shall take place until this orientation meeting has been held.
2. An Employee's building principal shall be his/her primary evaluator. However, any district administrator may be called upon for multiple evaluation purposes.

B. Procedures for Tier 1/Beginning Teachers

1. Teachers in their first or second year of the profession shall be considered Tier 1/Beginning teachers.
2. The evaluation cycle shall consist of both formal and informal observations initiated by the evaluator.
3. The evaluator shall conduct a minimum of three (3) formal observations and a minimum of three informal observations or walkthroughs.
4. At least one of the formal observations shall include a pre-observation and a post-observation conference between the evaluator and the teacher. Other formal observations will include a pre-observation and post-observation conference if a teacher requests them.
5. These observations shall be spread over a period of time to allow for professional growth and shall be concluded by April 15 of each year.

6. The evaluator will conduct a minimum of one summative conference in year one by April 15. The teacher will participate in the summative conference and it will be documented as required by the state of Iowa.
7. In year two, the evaluator will conduct a comprehensive review on or before April 15. The teacher will participate in this review. This review will be submitted in writing to the Superintendent's Office and one copy provided to the teacher.

C. Procedures for Probationary-Status Career Teachers

1. A career teacher in the first year of teaching in the District is also a probationary-status teacher.
2. The evaluator will conduct a minimum of three formal observations and a minimum of three informal observations or walkthroughs for the probationary-status career teacher.
3. At least one of the formal observations shall include a pre-observation and a post observation conference between the administrator and the teacher. Other formal observations will include a pre-observation and a post-observation conference if a teacher requests them.
4. These observations shall be spread over a period of time to allow for professional growth and shall be concluded by April 15.
5. On or before April 15, the evaluator shall conduct a comprehensive review. The teacher will participate in this comprehensive review. This review will be submitted in writing to the Superintendent's Office and one copy provided to the teacher.

D. Procedures for Career/Tier 2 Teachers

1. A career teacher has earned a regular license. The evaluator will establish a three-year evaluation cycle for a career teacher.
2. Individual Career Development Plan (ICDP)
 - a. During year one of the cycle, each career teacher will develop an individual career development plan linked to the district's career development plan. This plan must be submitted to the evaluator by October 1 of the year following the conclusion of his/her previous career development plan.

Teachers may work collaboratively with other teachers in developing career development plans. Each teacher must submit his/her own individual plan and be accountable for the goals in that plan.

- b. Within fifteen (15) days of submission of the plan, the evaluator and the teacher will meet to discuss whether the plan:
 - 1. Attempts to improve the teaching and learning process.
 - 2. Improves student achievement.
 - 3. Reflects continuing professional growth in the areas of Iowa Teaching Standards and Criteria.
 - 4. Is aligned to the District's Comprehensive School Improvement Plan.

After they have reviewed the plan, the evaluator may suggest modifications to the plan. If the teacher agrees with the suggested modifications of the plan, they will be made and the plan will be approved, dated and signed by the teacher and the evaluator. If the teacher declines to make the suggested modifications, the plan will be accepted as submitted, dated and signed by the teacher and the evaluator.

- c. The teacher and the evaluator may mutually agree to modify the plan. Such modification will be in writing and dated.
- d. Each year the evaluator and teacher will meet by April 15 to review the progress the teacher has made on the goals of the Individual Career Development Plan. At the completion of the meeting both the evaluator and the teacher will sign and date the annual update form. The form will be placed in the teacher's personnel file and one copy provided to the teacher.
- e. The evaluator will complete a written review in the third year after both the teacher and evaluator have met regarding the teacher's progress in meeting the goals of the Plan. The primary criteria for the written review shall be:
 - 1. Impact on student achievement.
 - 2. Use of successfully researched based practices.
 - 3. Linkage to the District's Comprehensive School Improvement Plan and Career Development Plan.
 - 4. Advancement of Professional Skills.

3. Performance Review

- a. Each career teacher will have a summative review every three years. When a teacher is assigned to more than one building in the District, the superintendent of schools shall designate a primary evaluator. Ordinarily, the primary evaluator will be the principal to which the Employee is assigned for the majority of his/her time.

When a teacher is shared with another school district, the teacher shall be evaluated by the district holding the contract.

- b. Formal Observations:

The evaluator may formally observe a career teacher at any time the evaluator determines; however, the evaluator must formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation and a post-observation conference between the evaluator and the teacher. Other formal observations will include a pre-observation and a post-observation conference if the teacher requests them.

Whenever a post-observation conference is held, the teacher will be presented with the evaluator's written comments. Both the evaluator and teacher will sign this written report. The teacher's signature does not necessarily mean agreement with the report. The teacher will be provided a copy of the report.

- c. Informal Observations:

During each year of the cycle, the evaluator shall conduct a minimum of three informal observations or walkthroughs. If the evaluator observes unsatisfactory performance, he/she shall write up a report and present the teacher with a copy within five (5) days of the informal observation. The teacher may request a meeting with the evaluator to discuss the report.

When a complaint is received about a teacher and the complaint is to be placed in the teacher's personnel file, a copy of the complaint or a written summary of the complaint will be provided to the teacher within five (5) days after the complaint/written summary is placed in the file. The teacher may submit a written response to the complaint/written summary within ten (10) days of such notification. The response will be attached to the complaint/written summary.

d. Three-Year Summative Review:

Before March 15 of the third year of the cycle, the teacher and the evaluator shall mutually agree upon a date to conduct the three-year summative review. If an agreement on a date is not reached, the evaluator will present two dates and times for the meeting to the teacher who will in turn select one of the two dates and times.

The teacher will provide the evaluator with materials and documentation linking his/her performance to the Iowa Teaching Standards and Criteria.

When the evaluator determines that the career teacher has demonstrated competency in the Iowa Teaching Standards and District Standards and growth in the goal areas, the evaluator and teacher will begin to discuss future goals to be included in the next Career Development Plan.

When the evaluator determines that the teacher is not meeting the Iowa Teaching Standards or any other standards or criteria established by the Board of Education, then those standards not being met must be identified. A date for a conference to develop an assistance plan will be determined.

Both the teacher and the evaluator will sign the three-year comprehensive report. The report will also be dated. The evaluator will present the teacher with a copy of the three-year comprehensive report. The teacher may attach a written response to this report.

e. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the superintendent of schools:

The teacher has demonstrated competency in the Iowa Teaching Standards and District Standards and growth in the goal areas.

The teacher has not demonstrated competency in the Iowa Teaching Standards and District Standards and growth in the goal areas and the evaluator has determined that the teacher is in need of intensive assistance.

E. Intensive Assistance (Tier 3)

1. A teacher will be placed on intensive assistance when the evaluator determines, at any time, that as a result of the teacher's performance, the teacher is not meeting one of the following:
 - a. District expectations under the Iowa Teaching Standards 1-7 and Criteria (Standard 8 is excluded)
 - b. Individual Career Development Plan (ICDP)
 - c. Any other standards and criteria established by the Board of Education

2. Intensive assistance may begin at any time but is not to exceed six (6) months in duration. When a teacher is placed on intensive assistance, the following will occur:
 - a. A letter will be sent by the evaluator to the teacher notifying him/her that the teacher is being placed on intensive assistance.
 - b. A copy of the notification will be sent to the Superintendent's Office, provided to the teacher, and placed in the teacher's personnel file.
 - c. A conference will be held between the teacher and the evaluator to develop an assistance plan that will include the following:

A specific statement of concerns related to one or more of the Iowa Teaching Standards, the Individual Career Development Plan, and/or District expectations.

The plan shall include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and the specific criteria for evaluating the successful completion of the plan.

3. The review of the teacher in intensive assistance shall be conducted by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:
 - a. The problem is resolved and the teacher is removed from intensive assistance.
 - b. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months, and work continues in the assistance phase.

- c. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to recommend non-renewal or termination of the teacher's contract.

F. Other Provisions

1. Written Response: A teacher may add a written response to his/her three-year comprehensive report within ten (10) days after receipt of the report. Such written response must be presented to the evaluator and it will be attached to the report.
2. Grievance: A teacher who disagrees with his/her evaluation may file a grievance as provided in Article X of this Agreement. The intensive assistance phase (Tier 3) is not subject to grievances.

Consistent with Section 279.14(2) of the Code of Iowa, the District is not required to arbitrate any pending evaluation grievance that was filed before or after the termination action was commenced.

3. Personnel File: A teacher shall have the right to inspect and copy the contents of his/her personnel file under the supervision of the superintendent of schools or designee. Such inspection shall be limited to the contents dated after his/her employment with the district commenced.
4. Representation: A teacher may have a representative present at any meeting involving the three-year comprehensive review or other evaluation conference.

Article XVI: In-Service

A. In-Service Committee

A committee for in-service implementation will be established to determine the content and activities of district in-services. This committee will consist of all district administrators and an equal number of district instructors; instructors to be selected by the bargaining unit. Each member of the committee shall have one vote, with a majority consensus required before implementation of the in-service activities. In-service activities for the up-coming school year should be determined prior to May 15 of the prior school year. Exceptions to this would be state or federally mandated in-services. Any variance from the agreed in-service plan must be approved by the majority of the committee. Cost of any in-service will be borne by the district.

Article XVII: Compliance and Duration

A. Separability

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

B. Duration Period

This Agreement shall automatically continue in force and effect for equivalent periods, except as amended, modified, or substituted under the procedure set forth in the Public Employment Relations Act, Chapter 20, 1975, Code of Iowa. Any omission or change of yearly dates to be current automatically to mean as applicable for THIS CONTRACT.

C. Publication of the Contract

The Board of Education will share the contract with all Employees electronically. The Board will have the responsibility of updating the contracts with respect to negotiated deletions and additions. The Association will have the right to approve the additions and /or the deletions before the final printing of the contract.

This Agreement is signed this 10th day of May 2016.

**North Union
Education Association**

By 
Association President

By 
Association Negotiator

**North Union
Board of Education**

By 
President of the Board

By 
Employer Negotiator

SCHEDULE A: SALARY SCHEDULE 2016-2017

	Base 26820						Salary Overlay 6123						
							0.035	0.035	0.035	0.035	0.035	0.035	
	<i>BA</i>	<i>BA10</i>	<i>BA20</i>	<i>BA30</i>	<i>MA</i>	<i>MA15</i>	<i>BA</i>	<i>BA10</i>	<i>BA20</i>	<i>BA30</i>	<i>MA</i>	<i>MA15</i>	
1	32943	33882	34820	35759	36698	37637	1	1.000	1.035	1.070	1.105	1.140	1.175
2	33882	34820	35759	36698	37637	38575	2	1.035	1.070	1.105	1.140	1.175	1.210
3	34820	35759	36698	37637	38575	39514	3	1.070	1.105	1.140	1.175	1.210	1.245
4	35759	36698	37637	38575	39514	40453	4	1.105	1.140	1.175	1.210	1.245	1.280
5	36698	37637	38575	39514	40453	41391	5	1.140	1.175	1.210	1.245	1.280	1.315
6	37637	38575	39514	40453	41391	42330	6	1.175	1.210	1.245	1.280	1.315	1.350
7	38575	39514	40453	41391	42330	43269	7	1.210	1.245	1.280	1.315	1.350	1.385
8	39514	40453	41391	42330	43269	44207	8	1.245	1.280	1.315	1.350	1.385	1.420
9	40453	41391	42330	43269	44207	45146	9	1.280	1.315	1.350	1.385	1.420	1.455
10	41391	42330	43269	44207	45146	46085	10	1.315	1.350	1.385	1.420	1.455	1.490
11	42330	43269	44207	45146	46085	47024	11	1.350	1.385	1.420	1.455	1.490	1.525
12	43269	44207	45146	46085	47024	47962	12	1.385	1.420	1.455	1.490	1.525	1.560
13	44207	45146	46085	47024	47962	48901	13	1.420	1.455	1.490	1.525	1.560	1.595
14	45146	46085	47024	47962	48901	49840	14	1.455	1.490	1.525	1.560	1.595	1.630
15	46085	47024	47962	48901	49840	50778	15	1.490	1.525	1.560	1.595	1.630	1.665
16	47024	47962	48901	49840	50778	51717	16	1.525	1.560	1.595	1.630	1.665	1.700
17	47962	48901	49840	50778	51717	52656	17	1.560	1.595	1.630	1.665	1.700	1.735
18	48901	49840	50778	51717	52656	53594	18	1.595	1.630	1.665	1.700	1.735	1.770
19	49840	50778	51717	52656	53594	54533	19	1.630	1.665	1.700	1.735	1.770	1.805
20	50778	51717	52656	53594	54533	55472	20	1.665	1.700	1.735	1.770	1.805	1.840

SCHEDULE B: SALARY SCHEDULE 2016-2017

Base - \$28,200

	%	\$
Head HS Football.....	12.50%	\$3,252
Asst. HS Football.....	9.50%	\$2,679
Head HS Volleyball.....	12.50%	\$3,525
Asst. HS Volleyball.....	9.50%	\$2,679
Head HS Basketball.....	13.25%	\$3,737
Asst. HS Basketball.....	10.50%	\$2,961
Asst. HS Wrestling.....	10.50%	\$2,961
Head HS Track.....	12.00%	\$3,384
Head HS Golf.....	8.00%	\$2,256
Head HS Baseball.....	12.50%	\$3,525
Asst HS Baseball.....	9.50%	\$2,679
Head HS Softball.....	12.50%	\$3,525
Asst HS Softball.....	9.50%	\$2,679
Head JH Football.....	5.50%	\$1,551
Asst JH Football.....	3.75%	\$1,058
Head JH Volleyball.....	5.50%	\$1,551
Asst JH Volleyball.....	3.75%	\$1,058
Head JH Basketball.....	5.50%	\$1,551
Asst JH Basketball.....	3.75%	\$1,058
Head JH Baseball.....	5.50%	\$1,551
Head JH Softball.....	5.50%	\$1,551
Head JH Track.....	5.50%	\$1,551
HS Cheerleading.....	8.00%	\$2,256
JH Cheerleading.....	2.00%	\$564
Drill/Dance Team.....	6.00%	\$1,692
Lrg Group Speech.....	3.75%	\$1,058
Asst Lrg Group Speech.....	3.25%	\$917
Sml Group Speech.....	3.75%	\$1,058
Asst Small Group Speech.....	3.25%	\$917
HS Quiz Bowl.....	5.00%	\$1,410
HS Mock Trial.....	5.00%	\$1,410
HS Newspaper.....	3.75%	\$1,058
HS Student Council.....	2.50%	\$705
Jr Prom Sponsor.....	4.00%	\$1,128
NHS Sponsor.....	2.00%	\$564
Yearbook Sponsor.....	8.00%	\$2,256
Musical Director.....	4.50%	\$1,269
Musical (vocal).....	5.25%	\$1,481
Musical (inst).....	4.25%	\$1,199
Musical (Art Director).....	3.00%	\$846
HS Spring Play.....	2.25%	\$635
HS Vocal Activities.....	8.25%	\$2,327
HS Pep Band.....	5.25%	\$1,481
HS Jazz Band.....	5.25%	\$1,481
HS Band Contest.....	5.25%	\$1,481
HS Summer Band.....	13.50%	\$3,807
JH Play/Musical.....	2.25%	\$635
MS Summer Band.....	12.00%	\$3,384

SCHEDULE C: DUES DEDUCTION AUTHORIZATION FORM

**AUTHORIZATION FOR PAYROLL DEDUCTION
FOR CONTINUING PROFESSIONAL DUES**

I hereby authorize and direct the North Union Community School District to deduct annually the prevailing dues in nine (9) installments in payment of professional dues to the North Union Education Association (NUEA). Said deductions shall begin with the September pay check each year and shall be remitted once a month to the NUEA. In the event my employment is terminated prior to May, I authorize the School District to deduct the unpaid balance of professional dues to the NUEA and forward same to the NUEA.

This authorization for dues deduction is terminable upon thirty (30) days written notice by me to the North Union Community School District as required by Section 20.9 of the Iowa Public Employment Relations Act.

Employee's Signature

Date

\$ _____
Total Dues

SCHEDULE D: GRIEVANCE FORMS

North Union School

Distribution of Form

- 1. Association _____
- 2. Name of Aggrieved Person _____
- 3. Appropriate Supervisor _____
- 4. Superintendent _____

Level II

A. Date Violation Occurred

B. Section(s) of Contract Violated

C. Statement of Grievance

Signature of Principal or Immediate Supervisor

North Union – Grievance Form

Level III

A. _____

Signature of Aggrieved Person(s) Date Received by Superintendent

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee Date

ADDENDUM I: ACTIVITY DUTIES

Activity duties for ball games, concerts, plays, musicals, meets, etc., will be assigned on the basis of the philosophy that while North Union is ONE DISTRICT and no distinction is made on various residences, each of the three schools in the District has its own unique programs and differences. It is agreed by the Employer and the Association that the administrators and/or Athletic Directors manage the rotation and assigning of those duties for the purpose of avoiding duty conflicts. The Association agrees to appoint a committee of three to work with the assigners except when activity/activities occur that were not on the original calendar, and time is a factor. The administrator will have the final determination.

Each teacher will work two (2) mandatory duty assignments to receive 2 single activity passes for himself/herself and for one other designee (designation will be made at the beginning of the school year). Teachers working three (3) duties will receive a family activity pass. Basketball duties that include 2JV, or a C game and a JV game, and 2Varsity games being played in succession will count as 1.5 duties. Working two (2) of these events will count as the required three (3) duties. All other basketball events will count as one duty. Each elementary concert supervision will count as ½ duty. Unpaid sponsors who chaperone High School dances will receive credit for one (1) duty for each dance. At least one (1) week before the first home game of each of the three (3) major seasons, all teachers will be informed of the season's assignments. The three (3) extra-duty assignments shall qualify the teacher for a free pass to all local school activities for himself/herself and his/her spouse and child(ren).

If after all teachers have been assigned three free duty assignments, and after support staff and patrons of the district have been offered the opportunity to participate as delineated above, workers for activity events are still needed, remaining events will be offered on a voluntary basis and shall be paid for at the rate of \$10.00 per event.

Payments for activity duties will be at the end of each season. Vouchers are to be given to the District secretary at the conclusion of the season. Payment for duties will be from the fund of the activity.

Teachers should not be assigned more than one duty per evening.

Seasons will be designated as follows:

Fall:	Football, volleyball, fall play and fine arts activities.
Winter:	Basketball and fine arts activities.
Spring:	Fine arts activities.
Summer:	Baseball and softball.

It is agreed that bleacher and grandstand duties be eliminated.

Retiring North Union staff members with a minimum of 15 years of service at North Union (including service at Armstrong-Ringsted and/or Sentral Districts) will receive a free lifetime activity pass for the staff member and his/her spouse.

