

# **COLO-NESCO COMMUNITY SCHOOLS**

**Master Contract**

# **2020-2023**

**(updated for 2021-2022)**

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## **Article I—Preamble**

The Board of Directors of the COLO-NESCO Community School District and the COLO-NESCO EDUCATION Association have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

## **Article II—Recognition**

The Board of Directors of the COLO-NESCO Community School District recognizes the COLO-NESCO Education Association as the exclusive negotiating agent for all classroom teachers, guidance counselors, librarians, and all regular part-time teachers employed by the COLO-NESCO Community School District except all other employees of the District: Superintendent, principals, substitute teachers, confidential and supervisory personnel, custodians, secretaries, bus drivers, cooks, nurse and all other persons excluded by Section 4 of the Act.

## **Article III—Definitions**

- A. Association: The term “Association” as used in the Agreement shall mean the COLO-NESCO Education Association and its duly authorized representatives or agents.
- B. Board: The term “Board” as used in this Agreement shall mean the Board of Directors of the COLO-NESCO Community School District and its duly authorized representatives.
- C. District: The term “District” as used in this Agreement shall mean the COLO-NESCO Community School District and its duly authorized representatives or agents.
- D. Employee: The term “Employee” as used in this Agreement shall mean an employee included in the bargaining unit described in Article II.

## **Article IV -Hours of Employment**

- A. A full-time employee is expected to devote eight (8) hours per day to the performance of assigned duties. Daily time schedules will be established by the employer. However, employees may, after discussion with the principal, leave at student dismissal time whenever required to cover a class during their preparation time.
- B. Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings no more than one (1) day each month. Such meetings shall begin after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

Employees may be required to attend no more than one (1) evening meeting each semester. Employees may be excused after the last regular route buses leave the building site on Fridays and days preceding holidays and vacations.

The granting of release time during the workday by the Superintendent or principal will not violate this Agreement and will not be grievable.

Employees shall not be required to report more than one (1) hour before school, nor may they be required to remain more than one (1) hour after student attendance is required on occasions of amended student attendance hours because of inclement weather, excluding heat. In instances of extreme heat, employees may be required to attend professional

meetings in an air-conditioned area. Employees shall not be required to report when student attendance is canceled because of inclement weather. In case of cancellation of school in one (1) building, teachers in that building may be asked to report to either of the other buildings.

- C. **Duty-Free Lunch**. There shall be a paid duty-free lunch period of a minimum of twenty (20) minutes during the workday except in an emergency situation specified below. However, if there is not an “emergency situation”, an employee who is required to lose a duty-free lunch period may, after discussion with the principal, leave at student dismissal time.
- D. **Emergency Situations**. An emergency situation is an unusual happening during the Normal workday. These situations are limited to: fire or fire drills, tornadoes or tornado drills, and other weather related situations causing disruptions of the normal school day, fights in the school or on the school grounds, the unavailability of a substitute teacher on the substitute list or an emergency situation needing immediate attention while a substitute is on call or the emergency of the situation requires supervision while a substitute is called.
- E. **Preparation Time**. Full-time teachers shall have a minimum preparation time according to the following schedule:
  - Grades K-6.....Average thirty (30) minutes per day
  - Senior High and Junior High...Average one (1) period per day
- F. **District In-Service**. Employees who work less than full-time and whose day ends prior to or begins after that of full-time employees may be required to attend district in-service on days of early dismissal or a late start. The above referenced employees shall be compensated at the rate per hour consistent with their placement on the salary schedule.

**Article XI—Grievance Procedure**

- A. **Definition**. A grievance is a claim by an Employee, a group of employees, or by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Arbitration shall be invoked only with the approval of the employee organization and in the case of an employee grievance only with the approval of the employee.

**B. Requirements and Rights**

1. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
2. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program or of related work activities of the grievant or of the teaching staff.
3. If the Association or any Employee files any claim or complaint in any other form other than under the grievance procedures of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedures.
4. Any grievant may be represented at all steps of the grievance procedure by

himself/herself, or, at his/her option, by representatives selected by the grievant.

5. All meetings and hearings under these procedures shall be conducted in private and may include witnesses and designated representatives of the grievant and the District.
6. The Employee must notify a member of the Association Grievance Committee prior to filing any formal grievance.
7. Association grievances will be filed initially at step 3 and in writing within ten (10) school days of the date of the occurrence. An Association grievance shall be one initiated by the Association on behalf of all represented employees.

**C. Steps.**

1. **First Step.** An attempt shall be made to resolve any grievance by an informal, verbal discussion between the grievant and his/her principal.
2. **Second Step.** If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged to have been violated, and shall state the remedy requested. The filing of the formal written grievance at the second (2nd) step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance and shall be on the form set forth in Schedule C of this Agreement. The principal shall make a decision on the grievance and communicate it in writing to the grievant and to the Superintendent within ten (10) school days after receipt of the written grievance.
3. **Third Step.** In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the grievant shall file, within ten (10) school days of the principal's written decision at the second (2nd) step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the Superintendent or his/her designee shall meet to discuss the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third (3rd) step grievance meeting and communicate it in writing to the grievant and to the principal.
4. **Fourth Step.** If the grievance is not resolved satisfactorily at the third (3rd) step, there shall be available a fourth (4th) step of impartial, binding arbitration. The Association may submit a written request for arbitration to the Superintendent within thirty (30) calendar days from the receipt of the third (3rd) step answer. Either party may then request a list of five (5) arbitrators from the Public Employment Relations Board. The parties shall determine by lot who shall remove the first name from the list. Within ten (10) days of the receipt of the list, the parties shall alternately strike one (1) name from the list until only one (1) name remains. The person whose name remains shall be the arbitrator.

Expenses for the arbitrator's services shall be borne equally by the District and the Association. The arbitrator shall not amend, modify, nullify, ignore, or add to provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Association, and

the decision must be based solely upon interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be binding on both parties.

#### **Article XIV--Association Rights**

##### **A. Use of Facilities and Equipment.**

1. The Association shall have the right to hold a reasonable number of meetings on District property before or after regular school hours and after other assignments are completed, provided such meetings in no way interfere with any aspect of the instructional program. The Association shall have the right to use District audio-visual machines, computer, and telephones during after-school hours and when the equipment is not being used for other purposes. Supplies used by the Association that are available through the District may be purchased at cost. No special supplies will be provided by the District. All District equipment mentioned above shall be used at the school site and under no circumstances shall any equipment be removed from the school site. The use of the District equipment and all meetings shall be scheduled through the Superintendent or Principal. All charges for Association long distance telephone calls shall be borne by the Association.
2. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business on behalf of the members. All material so disseminated through school channels must be approved by the Superintendent or building principal.
3. The Association shall be provided with bulletin board space in each school building. Only authorized representatives of the Association will use bulletin boards for Association announcements, and all material posted will relate only to the Association's official business. All materials placed on such bulletin boards must be approved by the Superintendent or building principal.

##### **B. Information.**

The Association shall be furnished, on request, regularly and routinely prepared information concerning the financial condition of the District, including financial reports and adopted budgets. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administration to research and assemble information.

##### **C. Board Meetings.**

The Association and its members shall be granted the same rights and privileges as any other citizen of the District to attend and address Board meetings. Items to be placed on the agenda must be in the hands of the Superintendent seven (7) days preceding any regular monthly meetings.

#### **Article XV --Sick Leave**

- A. **Sick Leave.** Definition: One (1) day of leave is equal to one (1) contract day of the individual employee. All leaves of absence shall be discounted from the employee's unused portion at a minimum unit of one-quarter (1/4) day.
1. Employees will receive sick leave for personal illness with full pay in the following amounts:
    - a. The first (1st) year of employment 10 days
    - b. The second (2nd) year of employment 11 days
    - c. The third (3rd) year of employment 12 days
    - d. The fourth (4th) year of employment 13 days

- e. The fifth (5th) year of employment 14 days
- f. The sixth (6th) and subsequent years of employment 15 days

The unused portions shall be cumulative to a total of ninety (90) days. The above amounts shall apply only to consecutive years of employment in the District(s).

The Board shall, in unusual circumstances upon the decision of the principal, require such reasonable evidence, as it may desire confirming the necessity for such leave of absence. Personal, as used here, shall be to mean "self".

1. Notice of Accumulation. Employees shall be given a copy of a written accounting of days received, days used and days accumulated on the last contract day of each school year.
2. An employee who is unable to work because of personal illness who has exhausted the sick leave benefit may be granted a leave without pay for the duration of the school year upon written request by the employee. Employees on leave under the Family Medical Leave Act (FMLA) will continue to be covered by District provided insurance.
3. For employees not on leave under FMLA, the group accident and sickness insurance benefits may be continued for the duration of the extended leave with the employee paying the cost of the insurance, provided the carrier will allow for continuation.
4. Return after Medical Disability. The Board expects the employee to return to assigned duties as soon as the employee's personal physician recommends that the employee is physically able. The Board may require a physical examination, by a Board appointed physician, for an employee on medical disability leave. The cost of the physical shall be paid by the employer.
5. If there is a disagreement between physicians on the ability of the employee to return to assigned duties, the Board will discontinue sick leave benefits and the employee will be placed on unpaid leave of absence to the end of the individual contract year.
6. Sick leave shall not be used for employee elective cosmetic surgery.
7. Summer. Sick leave will not be granted during the summer months unless the employee is under extended contract covering the period in question.

**B. Pay for Unused Sick Leave.** An employee shall be paid \$25 for every unused sick days over the maximum of 90 days.

#### **Article XVI Other Leaves of Absence**

All requests for the following leaves of absence must be in writing to the building principal five (5) days in advance of the day of absence, with exceptions for appropriate emergencies.

A. Personal Leave. Each employee shall be entitled to two (2) days of paid personal leave per year accumulating to three (3) days. This leave is intended for personal business and shall not count against sick leave. Personal leave cannot be used on Parent/Teacher Conference Days, nor pre-school workshops, nor during the first (1st) and last five (5) days of the school year, nor during in-service days, nor for a day immediately before or after a holiday. Personal leave may be used in either full or half day or quarter day units and applications for this leave must be submitted to the principal for approval at least five (5) days in advance, except for emergencies. School days shall mean student attendance days. Personal leave may be limited to two (2) employees for Grade K-6 and two (2) employees for grades 7-12 for any one (1) day.

Teachers may receive 75% of the substitute pay rate for any unused personal leave they have at the

end of the school year. When teachers receive their summary of leaves for the school year, they will notify the district office within ten (10) days if they wish to receive pay for any unused personal leave.

B. Jury Duty. An employee called for jury duty during school hours shall be provided such time. Any fees or remuneration, other than mileage, the employee receives during such leave shall be turned over to the District.

C. Professional Leave. Both parties agree that professional employees should apply for and attend conferences, workshops, meetings, or other situations that involve professional leave. All employees are encouraged to apply for professional leave for any situation that will be of benefit to the District, the students, or in an area of professional advancement that will help the employee to better fulfill their assigned duties. Leave applications should include the date, location, District-paid expenses, and a summary of the reasons for applying for the leave. The employer will approve professional leave at their discretion.

D. Bereavement Leave. Each employee shall be entitled to have five (5) days of leave per year per death in the immediate family. The immediate family shall consist of husband, wife, child or children, mother, father, brother, sister, spouse's mother, spouse's father, grandchildren, or their significant relative. Each employee shall be granted one (1) day of leave per death or funeral of relatives consisting of grandparents, uncles, aunts, or cousins of the employee or his/her spouse. Each employee shall be granted one (1) day of leave, to be used in full or half day units, to attend the funeral of a friend. Such leave shall not count against sick leave. Additional days may be granted for family death at the discretion of the Superintendent and such granting or denying of additional days shall not be grievable under this Agreement. Personal leave may be used to extend the bereavement defined above.

E. Family Illness Leave. Each employee shall be entitled to have five (5) days of leave for illness in the immediate family. The immediate family shall consist of husband, wife, child or children, mother, father, brother, sister, spouse's mother, spouse's father, grandchildren, or their significant relative. The first three (3) days of family illness leave shall not count against sick leave. The fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) days of family illness leave shall count against sick leave. Additional days may be granted for family illness at the discretion of the Superintendent and such granting or denying of additional days shall not be grievable under this Agreement. These additional days shall count against sick leave. The Superintendent may request a doctor's statement of illness.

F. Association Leave. At the beginning of each school year the Board(s) will credit to the Association(s) two (2) days with substitutes paid for by the Association for the purpose of transacting Association business by its officers and/or representatives. The Association shall provide advanced notice.

G. Leave of Absence. A leave of absence without pay of up to one (1) year may be granted for public office, engaging in study at an accredited college or university or other work reasonably related to professional responsibilities, or outside teaching. Upon return from such leave the employee shall be placed on the same step on the salary schedule as the employee was entitled to at the time the leave began unless educational advancement has occurred.

H. Unpaid Leave. Temporary leaves are not to extend beyond the present contract year and



extended leaves may be granted without pay.

I. Legal Leave. An employee who is subpoenaed to appear in a judicial or administrative proceeding, except where the Association or its affiliate organization is 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.

J. Licensed Employee Military Service Leave. The Board recognizes licensed employees may be called to participate in the armed forces, including the National Guard. If a licensed employee is called to serve in the armed forces, the employee will have a leave of absence for military service until the military service is completed. The leave is without loss of status or efficiency rating, and without loss of pay during the first thirty days of the leave.

K. Adoption Leave. Employees will be allowed up to ten (10) days paid leave for adoption. This leave will be charged to the employee's sick leave.

### **Article XVIII-Wages and Salaries**

A. Placement on Salary Schedule. The employee's placement on the salary schedule (Schedule A) shall be determined by the employee's years of professional experience and educational classification. Such employee's vertical placement (experience) on the salary schedule will be the same as those continuing COLO-NESCO employees with the same credit for the same number of years of professional experience. A new full time employee employed by the District prior to November 1 of any school year, will, at the end of that contract year, be given credit for one (1) year's experience toward the next vertical step on Schedule A.

EDUCATIONAL CLASSIFICATION: The employee's educational classification is determined solely by the official transcript(s) the employee is required to have on file in the Central Office.

B. Advancement on Salary Schedule.

1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the District for at least one (1) semester in one (1) school year.

2. Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one (1) educational lane to the next higher lane, the employee shall furnish an official transcript verifying the additional educational credits or proof of National Teacher Certification with the Superintendent no later than September 1.

3. Advancement beyond the base level of the salary schedule shall be based upon semester hours of college graduate credit in the areas of endorsement of the teacher's certificate earned after the issuing date of the baccalaureate degree. Other college courses must have prior approval of the Superintendent. The District will allow a total of three (3) credits for staff development in the advancement across the schedule effective the 1989-90 contract.

C. Contract Year. The contract year shall consist of 188 days for newly employed certified employees (one additional orientation day to be held at the beginning of the school year) and 187 days for all other certified employees. This includes up to 180 days of instruction, 6 days of teacher in-service for newly employed certified employees, and 5 days for all other certified employees, and 2 days of parent/teacher evening conferences. These days are exclusive of holidays and vacations or more days if required by the state.

D. Extended Contract. The salary schedule is based upon the regular employee work year of one hundred eighty seven (187) days exclusive of holidays and vacations or more if required by the state. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows: Extended contract rate shall be equal to the regular contract daily rate - one (1) day's work for one (1) day's pay.

E. Employees being paid at an hourly rate, will be paid at a rate determined by the Board at the time of contracting. The Board will review this hourly rate each year for adjustment.

F. Part-time certified employees shall be paid x/8 (times) (eight) of the salary of a full-time certified employee at the same level of training and at the same step on the salary schedule. X will represent the number of hours of the eight (8) hour workday spent in performance of the assigned duties.

G. Method of Payment. Pay periods. Each Employee shall be paid in twelve (12) equal installments on the twentieth (20th) day of each month. With the exception of Spring Break, when a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous workday.

H. Extra-Assignment and Extended Contracts. (This section will reside in the handbook as it is excluded under state law.)

I. Longevity. A longevity payment will be paid to an employee who is on the maximum experience step of his/her educational lane based on the following criteria:

- Employees will be considered eligible for longevity payments upon completion of 14 years of employment with the Colo-NESCO School District.
- Those employees that have reached longevity will be divided into groups based upon years of longevity eligibility:
  - Tier 1: 1-5 years of eligibility
  - Tier 2: 6-10 years of eligibility
  - Tier 3: 11 or more years of eligibility
  - Longevity payments are designated as follows:
  - BA – no longevity available.
  - BA+12

Tier 1 – one hundred dollars (\$100.00), following step 16.

Tier 2 – two hundred fifty dollars (\$250.00), following step 16.

- BA+24

Tier 1 – two hundred dollars (\$200.00), following step 18.

Tier 2 – four hundred fifty dollars (\$450.00), following step 18.

Tier 3 – seven hundred fifty dollars (\$750.00), following step 18.

- BA+30

Tier 1 – two hundred fifty dollars (\$250.00), following step 18.

Tier 2 – five hundred fifty dollars (\$550.00), following step 18.

Tier 3 – nine hundred dollars (\$900.00), following step 18.

- MA

Tier 1 – three hundred fifty dollars (\$350.00), following step 18.

Tier 2 – seven hundred dollars (\$700.00), following step 18.

Tier 3 – one thousand two hundred dollars (\$1,200.00), following step 18.

- MA+12

Tier 1 – five hundred dollars (\$500.00), following step 18.

Tier 2 – one thousand fifty dollars (\$1,050.00), following step 18.

Tier 3 – one thousand six hundred fifty dollars (\$1,650.00), following step 18.

There shall be one salary schedule, with one salary number in each cell, created by combining the regular schedule created through the generator base including Teacher Salary Supplement (TSS) funds and carryover, if any.

First, the TSS money shall be used to bring teachers up to the minimum salary. A worksheet shall be created where each cell of the salary schedule shall have the combined salary number using the Generator Base including old Phase II (\$41,317), plus the remaining TSS money shall also be in each cell, paid to each employee using the same method as in 2010-2011, and finally all shall be combined for a total salary number. In other words, each cell of the worksheet will be three (3) numbers: salary including old Phase II + TSS minus old Phase II money = Total. The total combined number shall be reprinted into one salary schedule as stated above.

Teacher Salary Supplement dollars shall not be subject to reduction in the event the governor orders a uniform reduction in accordance with Section 8.31.

If there is a reduction in the cost per pupil amount, there shall be negotiations at the time the reduction occurs as allowed by the Iowa Code Section 284.3A(2). If arbitration is needed, the parties agree to use the timelines and arbitration selection process of Article 4, Grievance Procedure, of Master Contract, to resolve the dispute as to how the reduction would affect teacher salaries.

The Association proposes a base salary increase of \$600 (2.84% salary increase) for the 2020-2021 school year. The parties also agree that Article XVIII Wages and Salaries shall be open to negotiate only base salary increases for the 2021-22 Master Contract and all following contract years.

**4. Duration**

This Agreement shall be effective the 1st day of July, 2020 and shall continue in force and effect until the 30th day of June, 2023.

Dated this 2<sup>nd</sup> day of April 2020.

Beth Heller  
Beth Heller, Association President

Jim Walker  
Jim Walker, Superintendent

## Letter of Understanding

### **Peer Review (letter of understanding)**

The following is a letter of understanding regarding peer review. This agreement will be an addendum to the 2016-17 Master Contract and will sunset after the 2016-17 contract year, unless renewed in collective bargaining for a subsequent year.

#### Definition

The parties agree that peer review is an informal, collaborative process that is focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan.

#### Process

1. A peer group may be a group of two or more colleagues. Each teacher will have a peer group.
2. Peer review shall be conducted during the first and second year of the three-year cycle for evaluation and will be based on professional dialogue that may or may not include a classroom observation.
3. The peer review process shall be formative and shall be conducted on an informal, collaborative basis that is focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan.
4. The Peer groups will provide written documentation to their principal regarding dates and times of peer observations, regarding coaching conversations, and regarding other professional feedback.
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 termination of a teacher, 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, if approved, to make the appropriate arrangements.
8. If a conflict exists between or among members of a peer review group, an attempt may be made by the principal to mediate the conflict. Based on the results of the mediation, the principal will then decide if it is necessary to form another peer group.

## Letter of Understanding

### **Collaboration (PLC)**

The following is a letter of understanding regarding collaboration time. This agreement will be an addendum to the 2016-17 Master Contract and will sunset after the 2016-17 contract year, unless renewed in collective bargaining for a subsequent year.

As provided by Iowa code Section 284.6(9), the School District will provide a minimum of thirty-six (36) hours of collaboration time during the school year. This time shall be set aside during nonpreparation time to allow them to collaborate with each another to deliver educational programs and asses student learning or to engage in peer review, as provided by Iowa Code Section 284.8(1).

## Letter of Understanding

### Teacher Leadership System (TLS)

The following is a letter of understanding regarding the Teacher Leadership Program. This agreement will be an addendum to the 2016-17 Master Contract and will sunset after the 2016-17 contract year, unless renewed in collective bargaining for a subsequent year.

A The Colo-NESCO Community School District has applied and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership System.

B Selection Committee The committee will accept and review applications for a TLS position and make recommendations to the Superintendent who will then make a recommendation to the Board for appointment. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional development of the applicants. Teachers who are selected must meet all the qualifications contained in the TLS grant and contained in the law.

C Selection of Teacher Leaders The Board will review the Committee's and Superintendent's recommendations and shall appoint teachers to serve in TLS positions. In making appointments, the Board will consider the needs of the school district and the performance and professional development of the applicant.

D Assignment of Teacher Leaders Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 270 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.

E The assignment of Teachers to TLS positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to the TLS position.

F Teacher resignation of a TLS position

1. Prior to the resignation of a TLS position by a teacher and not later than March 30<sup>th</sup>, the teacher will give notice to the School District and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLS position possesses the necessary certifications and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher in a TLS position will be so notified within 5 calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLS position must withdraw his/her notice of termination not later than April 10<sup>th</sup>.

2. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of resignation, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided by Article XIII for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of resignation, there is a vacant position which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If after providing notice of resignation, there is no vacant position for which the teacher in TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

G Termination of TLS contract by the School District

1. Prior to the termination of a TLS position by the School District and not later than April 5<sup>th</sup>, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position

for which the teacher possesses the necessary certification and endorsements, then the teacher will be awarded the position.

2. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided by Article XIII for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If after providing notice of termination, there is no vacant position for which the teacher in TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

H. Salary The salary supplements received by teachers assigned to TLS positions will be as specified in the District's approved Teacher Leadership grant application. The salary supplement is compensation to the teacher in the TLS position for the additional contract days and hours of work required of the teacher.

I. Seniority Teachers in TLS positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at the time of their selection for a TLS position

J. Procedures for Staff Reduction For purposes of staff reduction, teachers in TLS positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for TLS position.

K. Funding for Program Teacher leadership supplement foundation aid from the state shall be required to sustain the TLS program. The TLS salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation.

M. Teachers in TLS positions will not evaluate other teachers.

### **Letter of Understanding**

Grandfathering in lieu money for insurance for those currently taking that option.