



MASTER CONTRACT

Between the

EDUCATION ASSOCIATION

And the

**TRIPOLI COMMUNITY SCHOOL
DISTRICT**

For the

SCHOOL YEAR

2014-2015

Tripoli, Iowa

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ARTICLE I

PREAMBLE

THE AGREEMENT made and entered into this 19th day of March, 2014, by and between the Tripoli Community School District, hereinafter referred to as the Board and the Tripoli Education Association, hereinafter referred to as the Association,
WITNESSETH:

ARTICLE II

RECOGNITION

The Board of Directors of the Tripoli Community School District, Tripoli, Iowa, hereinafter referred to as the "Board" recognizes the Tripoli Education Association, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all regularly employed certified personnel as set forth in the PERB certification Instrument (Case No. 286) issued by the PERB on the 3rd day of June, 1975. Case No. 286 issued by PERB includes all full-time and regular part-time professional employees including, but not limited to: classroom teachers, librarians, guidance counselors, nurses. The following personnel shall be excluded: Superintendent, Principals, Vice-Principals, and non-professionals, and all other employees prohibited by la

ARTICLE III

GRIEVANCE PROCEDURES

A Grievance is a claim by an employee, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. A grievance may be filed no more than fifteen (15) school days from the date of the occurrence. Every teacher and the Association may present a grievance in accordance with these procedures. The parties agree to follow the steps as herein below set out in the processing of a grievance; and if at any time the Board's representative fails to give his/her written response within the time limit therein set forth, the teacher or Association may appeal the grievance to the next step at the expiration of said time limit. Any grievance not carried to the next step within the prescribed time limit, or such extension which has been agreed to, shall be automatically closed upon the basis of the last disposition. In computing time limits, only school days shall be included, and for their purpose a school day shall end at 4:00 p.m. If a grievance is filed at the end of the school year that cannot be resolved in the stated time limits, all time limits shall be shortened so the procedure may be completed within 30 school days.

Step One

An employee or the Association with a grievance shall first discuss it with his/her principal with the aim of resolving the matter informally.

Step Two

If the grievance is not settled, it shall, within three (3) school days thereafter be set out in writing signed by the teacher or authorized Association representative and given to the principal, who shall within five (5) school days after receipt thereof give his/her written answer to the grievant and the Association.

Step Three

If the grievance is not settled in Step Two, the teacher or Association may appeal the Principal's decision by giving a written notice of such appeal within three (3) school days after receipt of the Principal's decision. Within five (5) school days after receipt the Superintendent shall meet with the teacher or Association to resolve the grievance. The Superintendent shall give a written answer within five (5) school days after the close of the discussion to the teacher and/or Association.

Step Four

If the grievance is not settled in the foregoing steps, then upon written notice given by the Association to the Superintendent within seven (7) school days (after the Superintendent's written answer at step three) the grievance shall be submitted to arbitration.

ARBITRATION

If the grievance is not settled in the foregoing steps, then upon written notice by the Association to the Board or its designee's written answer in the last step, the grievance shall be submitted for arbitration as follows:

The parties shall file a joint request with the Public Employment Relations Board for a list of five (5) potential arbitrators. The parties to this agreement shall determine by lot which party shall have the first right to remove a name from the list. The party having the first shall exercise their right within two (2) school days after the list has been received. Commencing with the other party, the Association and the Board shall have one (1) additional day each to remove the second, third, and fourth remaining names. The person whose name remains shall be the arbitrator.

The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award of the arbitrator shall be based, -exclusively on evidence presented at the arbitration hearing and the arbitrator's award shall be final and binding on the parties if the decision is supported by the preponderance of competent evidence. The arbitrator shall be without power or authority to make any decision which requires commission of an act prohibited by law or which is in violation of the terms of this Agreement.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE IV

ASSOCIATION RIGHTS

A. Use of Facilities:

The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the school district resulting from such meetings will be borne by the Association. The Association will schedule such meetings. Such meetings will be scheduled with the Superintendent or his/her designee at least two (2) school days in advance, except in case of emergency.

B. Communication:

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating unit. All materials so disseminated through school channels must be approved by the Superintendent, or his/her designee.

C. Bulletin Board:

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business as negotiating agent of the teaching staff. All material placed on such bulletin boards must be approved by the Superintendent or his/her designee.

ARTICLE V

DUES DEDUCTION

A. Authorization:

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Appendix Schedule B.
2. Any employee, who is a member of the Iowa State Education Association, may sign and deliver to the Board of Education an assignment, authorizing payroll deductions to ISEA Credit Union beginning in September. The Employee may authorize one change in the level of deduction during each school year.

B. Regular Deduction:

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from each regular salary check of the employee for ten (10) consecutive pay periods beginning in September.

C. Duration:

Such authorization shall continue in effect for the life of this Agreement unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. Transmission of Dues:

The Board shall transmit to the Association the deduction for professional dues within ten (10) school days following each regular pay period.

ARTICLE VI

OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, cancer, major medical and health, and disability insurance, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VII

COMPLIANCE CLAUSES AND DURATION

- A. **Separability:**
Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law.
- B. **Printing Agreement:**
Printing of this Agreement shall be a shared expense between the Board and the Association. Format will be mutually agreed upon within 30 days after the Agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- C. **Notices:**
Whenever any notice required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
1. If by Association, to Board of Education, Tripoli Community Schools, 209 8th Avenue SW, Tripoli, Iowa 50676-9662
 2. If by Board, to Tripoli Education Association, Tripoli Community Schools, 209 8th Avenue SW, Tripoli, Iowa 50676-9662
- D. **Duration Period:**
Contract language and monitory agreement are is in effect until the end of the 2014-2015 contract year.
- E. **Part-time Employees:**
Any employee under contract to the school district 0.8 or more FTE will receive benefits commensurate with full-time employment. Those employees employed less than 0.8 will receive benefits commensurate with percentage FTE. An FTE is a teacher who teaches at least six periods and also has seven assigned periods.
- F. **Administration:**
All references to administration in this contract refer to the building principal and the Superintendent.

ARTICLE VIII

SICK LEAVE

A. Sickness or Injury:

The Tripoli Community School employees are granted leaves of absence with full pay for personal illness or injury:

1.	The first year of employment	10 days
2.	The second year of employment	11 days
3.	The third year of employment	12 days
4.	The fourth year of employment	13 days
5.	The fifth year of employment	14 days
6.	The sixth year of employment	15 days
7.	All consecutive years of employment until the maximum of 120 days is reached.	15 days

The amount shall apply only to consecutive years of employment in the Tripoli Community School District, and the unused portions shall be cumulative to a maximum of 120 days. The Board shall in each instance require such reasonable evidence, as it may desire confirming the necessity for such leave of absence. Full pay will be granted for sick leave to the extent the employee has accumulated such sick leave. Any employee absent more than their sick leave credit will be on leave of absence without pay status for those days that exceed his/her sick leave credit (depending on the School Board's decision to grant leave). The maximum term of sick leave available to an employee shall be that leave that is available under FMLA law or the employee's accumulated sick leave, whichever is greater. Sick leave is defined as "absence for personal illness or injury" and shall not be construed to include absence necessitated by illness in the family. Sick leave days will be counted in one-fourth (1/4), one-half (1/2), three-fourth (3/4) and full-time days. Employees accumulated leave will be reduced by one-fourth (1/4), one-half (1/2), three-fourth (3/4), or one full-time day.

Examples:

2 periods or less	---	¼ day
3 or 4 periods	---	½ day
5 or 6 periods	---	¾ day
7 or 8 periods	---	full day

7 hour work day:

1.75 hours or less	---	¼ day
1.76 to 3.5 hours	---	½ day
3.6 to 5.25 hours	---	¾ day
5.26 to 7.0 hours	---	full day

B. Birth or Adoption of a Child

1. Time Off:

Leave for the birth or adoption of a child shall be provided to an employee consistent with the provisions of the Family & Medical Leave Act. To the extent that the employee has accumulated sick leave or personal days, this leave will be with pay until the employee is released to return to work or six weeks, whichever is longer, at which time the leave will be unpaid. If the employee does not have sufficient sick leave and personal days to cover the leave, the remaining portion of the leave will be without pay. Sick leave will be counted in ¼ day increment. As provided by FMLA, Health and Hospitalization will be continued as set forth in this agreement at the District's expense for up to twelve weeks of the leave. If the employee's leave exceeds twelve weeks, the employee may continue the Health and Hospitalization Insurance; provided the employee is still in a paid leave status or has been granted unpaid extended leave by the Superintendent.

2. Extended Leave:

Upon written request the employee and at the sole discretion of the Board extended leave without pay may be granted for up to the remainder of the school year that the pregnancy is terminated in cases of unusual and/or mitigating circumstances. Further, upon written request from the employee, and at the sole discretion of the Board, one additional year of extended leave without pay may be granted; however, extended leave will not be granted more than twice to any employee. The employee must notify the Board in writing before March 1 of her intention of returning to duty the next school year. The employee will be returned to a position as nearly similar to the position formally held as is available.

3. Salary Schedule Placement

The employee shall be entitled to all raises and increments if she/he teaches at least 90 days of the school year. The 90 day period need not be continuous.

4. Sick Leave for a Personal Day

Certified staff will have the option to trade in 15 sick days for one personal day per year.

5. Non Qualifying Employee:

If the employee does not qualify for FMLA leave for the birth or adoption of a child, the District will grant up to eight weeks of leave. To the extent that the employee has sick leave or personal days available, the employee may use sick leave until such time that the employee is release to return to work or six weeks, whichever is later, at which time the remaining leave will be unpaid.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

- A. **Public Office**
Leaves of absence for a candidacy and public service shall be governed by Chapter 55 of the Iowa Code.

- B. **Family Illness:**
A leave of absence without pay may be granted at the discretion of the Board for up to one (1) for the purpose of caring for a member of the employee's immediate family who has a serious illness. The term serious illness and the term family member shall be defined in the same manner as these terms are defined by the FMLA. If granted, this leave shall run concurrently with any leave available under the FMLA. Immediate family includes mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, son, or daughter.

- C. **Sabbatical Leave:**
One year of sabbatical leave without pay may be granted to an employee at the discretion of the Board.

- D. **Immediate Family Leave:**
FMLA leave is available when serious illness or injury of an immediate family member requires the employee to be absent from work. Leave will be deducted from the employee's sick leave up to 10 days. The remaining eligible leave will be unpaid. The term immediate family member and serious health condition will be defined as set forth in the FMLA. If the employee has insufficient sick leave to cover the entire length of the absence, the FMLA leave shall be without pay. If the employee is not eligible for FMLA, the employee may take up to 10 days of leave. If the employee has sick leave available, the leave will be deducted from the employee's sick leave; otherwise, the leave is without pay.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

- A. **Personal Leave:**
Two (2) days of personal leave will be granted each year to all teaching personnel in the Tripoli Community School District. Notice of the personal leave will be given in writing one week before the date of absence, except in case of emergency, to the building Principal, and turned in to the Superintendent's office for his/her signature. Personal leave time will be counted in 1/4, 1/2, 3/4 and full-time days unless leave is taken after 3:15 p.m. One hour of personal leave will be granted after 3:15 p.m. Personal leave is not available the first five days or the last five days of the school year and on any in-service day, professional development day, or designated workday, unless approved by the Superintendent at his/her discretion. Days of personal leave may accumulate to a total of five (5) days. 1/190th of employee's salary will be deducted for additional days if extenuating circumstances do not exist. Additional days may be granted by the Superintendent for extenuating circumstances, without loss of pay. Any employee not using a sick leave day during the course of a semester will receive one-half day of personal leave. Family leave will not be counted against the employee's ability to earn one-half day of personal leave.

- B. Jury Duty:
Any employee who is subpoenaed to appear for jury duty or any judicial proceeding during school hours, except matters involving Chapter 20 of the Code and/or collective bargaining, shall be granted such time. Any fees or remuneration the employee received during such leave excluding mileage shall be turned over to the Tripoli Community School District.
- C. Association Leave:
Up to two (2) days shall be available for the delegate assembly representative of the Association to attend the delegate assembly at the state level. Building Principal shall be notified in writing one week in advance.
- D. Immediate Family Leave:
Up to ten (10) days family leave will be granted when illness or injury to an immediate family member of the employee requires his/her attention. Immediate family includes children, spouse, siblings, in-laws, or parents. Immediate family leave is available for a normal birth of a grandchild on the actual day of the birth. Time will be counted in $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, or full-time days. **Leave will be deducted from employee's sick leave to the extent this leave is available; otherwise the leave is unpaid.**
- E. Professional Leave:
One professional leave day may be granted with the approval of the school administration. The employee planning to use a professional leave day shall notify his/her Principal at least one (1) week in advance of his/her absence. Any additional professional leave days are to be mutually planned by the employee and the Principal, and must have the approval of the Superintendent. Professional days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs.
 2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.
- Within a week following the conclusion of professional leave, the employee shall meet with appropriate staff, to pass on information concerning instructional techniques, programming, program structure, and other useful information which may help to enhance staff knowledge and classroom practices. For purposes of this section, "appropriate staff" may be those in a particular department (if the information is strictly mathematics related, for example) or the entire staff of a building or the district. A copy of the written report or notification of meeting place and time shall be given to the appropriate building principal(s) and to the Superintendent.
- If employee uses his/her personal car for professional leave, mileage will be paid on the basis of 39 cents per mile. Actual expenses up to \$30.00 per day will be allowed for meals and \$85.00 per day will be allowed for lodging. Employee will be reimbursed for mileage, meals, and lodging upon receipt of written report. When the district requests an employee to use a professional day, all expenses regarding meals, lodging, registration, mileage, etc. will be paid by the district.
- F. Bereavement Leave:
In case of death in employee's immediate family (mother, father, mother-in-law, father-in-law, brother, or sister), each case will be reviewed with a maximum of five (5) days being granted. In case of death of husband, wife, son, or daughter, a maximum of

ten (10) days shall be granted. In case of death of brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, a maximum of three (3) days shall be granted. One day will be granted to attend the funeral of a great-grandparent, aunt or uncle, with pay. Up to three (3) days per school year will be granted to attend funerals of other relatives or friends.

G. Family Medical Leave Act:

The Family Medical Leave Act is incorporated in the master contract by reference. Implementation of the FMLA will result in no loss of currently negotiated rights or benefits.

H. Covering Teachers:

If teaching staff volunteer, or are asked, to cover a period(s) for an absent teacher, the covering teacher shall be paid 1/8 of the cost of a substitute per period for covering the absent teacher's class(s).

I. Unpaid Leave:

All certified staff must have unpaid leave approved by the superintendent. The superintendent will look at each situation separately to determine whether he/she will approve the request. In most cases, the superintendent will only approve request under extenuating circumstances to be determined by the administration.

ARTICLE XI

EMPLOYEE WORK YEAR

A. Contract Year:

The in-school work year for employees contracted for the 2014-15 school year shall not exceed one hundred ninety (190) days for returning employees and shall not exceed one hundred ninety one (191) days for new employees.

B. Day's Pay:

The pay for one day shall be defined as 1/190th of the teacher's annual salary. There will be no TQC pay if the state defunds this mandate.

C. Holidays:

The regular and extended contract of employees shall include five holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas, New Year's Day, and President's Day. No employee shall be required to perform duties on any of the above holidays. If school is still in session past the Memorial Day holiday, this holiday will NOT be a paid holiday. The district will allow this day as an unpaid vacation day.

ARTICLE XII

EMPLOYEE HOURS

A. Length of the Day:

The arrival and departure times for all employees shall be as follows:

Elementary:	Arrive 7:45 a.m.	Depart 3:30 p.m.
Secondary:	Arrive 7:45 a.m.	Depart 3:30 p.m.
Fridays:	Arrive 7:55 a.m.	Depart 3:15 p.m.

On days when school starts late due to inclement weather, employee arrival time shall correspond with the delay time according to each employee's contract time.

The regular dismissal time for Fridays shall be 3:15 p.m. at both the Elementary and Middle/High School. On days of scheduled professional development/in-service activities, normal contract hours will apply unless a 48-hour notice is given to staff. On days of early dismissal for holiday/vacation periods, normal arrival and departure times as noted. On days when school is dismissed early due to holidays, vacation, or bad weather, dismissal shall be five (5) minutes after student dismissal. School will be dismissed one (1) hour early before Thanksgiving, Christmas, and spring break holiday/vacation periods.

When employees are employed under a part-time contract, the administration shall make a reasonable attempt to schedule non-contract time at the beginning or end of the day or week.

Those employees considered part-time under this contract will be present for Parent-Teacher Conferences and Professional Development (unless otherwise stated in contract) and shall be paid on a per diem basis.

On days of scheduled professional development/in-service activities, normal contract hours will apply unless a 48-hour notice is given to staff. On days of early dismissal for holiday/vacation periods, normal arrival and departure times as noted.

B. Faculty Meetings:

Employees may be required to attend morning or evening assignments or meetings each school year without additional compensation. Faculty meetings shall begin no later than 3:30 p.m. or begin before 7:30 a.m. Faculty meetings shall run for no more than 45 minutes. Meetings will not be called on Friday afternoons or any afternoon immediately preceding any holiday unless an emergency arises as determined by the school administration.

Notice of a faculty meeting or other assignment will be given to the employee two (2) days in advance, except in case of an emergency as determined by the school administration. Employees shall have the opportunity to suggest items for the agenda. Main topic, if any, for the meeting will be listed when notice of the faculty meeting or other assignment is given to the employee.

ARTICLE XIII

HEALTH PROVISIONS

All certified teaching employees of the Tripoli Community School system are required to take a physical examination at the time of initial employment. The Board of Education will pay up to \$50.00 for a physical examination to be given by a licensed physician of the teacher's choice. A report indicating the employee's physical fitness for public education employment shall be sent to the Superintendent within twenty (20) school days after initial employment commences.

ARTICLE XIV

SAFETY PROVISIONS

Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor and to the police.

ARTICLE XV

EVALUATION

A. Notification

By no later than thirty (30) days after the beginning of the school year, the building principal or the principal's designee shall acquaint each employee assigned to the site with the school district's evaluation instrument. No formal observations shall take place until at least five (5) days after such notification.

New employees beginning after the start of the school year shall receive the notification not later than thirty (30) after the first day of the new assignment.

B. Formal Observations

Employees shall be notified at the beginning of each school year that is scheduled for a formal evaluation. However, the employee need not be notified in advance of the actual class or classes to be observed. First and second year employees and employees who are on or considered for probation as a result of administrative action will be formally observed at least two (2) times during the school year. Each observation shall be at least a major portion of one (1) class period or the equivalent thereof. Nothing in this section precludes the principal from including any information obtained from informal observations and other substantiated information.

C. Career Teacher Performance Reviews

All career teachers beyond the second year of employment in the District will participate with the principal in performance reviews at least each three years of employment and in annual

reviews regarding individual career development plan content and progress. Career teachers may receive performance reviews more often than once every three years if deemed necessary by the principal.

D. Written Evaluation Summaries

Evaluation summaries assessing the quality and degree of performance of duties assigned shall be in writing. Two (2) copies of each formal (summative) evaluation shall be signed by the principal and employee and each shall be given one of the copies. Employees will receive a written summative evaluation within fifteen school days of completing a formal evaluation, reviewing their career development plan with administrator and handing in their artifacts that prove they have demonstrated the 8 standards and 42 criteria (following the Iowa Teaching Standards) to their administrator.

If an employee does not agree with the contents of his or her formal summative, he or she may file a written response. The response shall be signed by the employee and the evaluator(s) to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary.

E. Conferences

A conference will be held with the employee to review each formal summative summary.

F. Intensive Assistance Plan:

The Specific Intensive Assistance Plan (IAP) provides a good faith effort to support and guide the career teacher in meeting the expectations set forth in the Iowa Teaching Standards. This plan provides a more structured and intensive mode of supervision for the staff member who is not consistently demonstrating proficiency within one or more of the Iowa Teaching Standards and Criteria.

The decision regarding the implementation of the IAP should be collaborative, but may be directive. This plan is intended to provide the highest likelihood for improvement. This process may begin at any time. Because of the personal nature of this plan, confidentiality is expected of all participants. IAP consists of two phases.

1. Awareness Phase

In the Awareness Phase, the administrator identifies a problem relating to the Teaching Standards that is characteristic of a teacher's performance rather than an anomaly. The administrator should contact the staff member in writing, make him/her aware of the problem, collaboratively develop the means to resolve the problem, and schedule a time (not to exceed six weeks) to discuss resolution. If no agreement is reached on the means to resolve the problem(s) the staff member will be placed in the Assistance Phase. At the following recommendations:

- The problem is resolved and the staff member is removed from the awareness phase and continues to work within Career Teacher Expectations.
- In the event the problem is not resolved, the staff member is notified in writing and placed into the assistance phase.

2. Assistance Phase

After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of the placement in the Assistance Phase. A copy is forwarded to the Personnel Office and is placed in the personnel file. The staff member should also be notified of their right to request assistance from their local association. A conference will be held between the staff member and the administrator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teaching Standards as well as a specific-growth promoting goals that are measureable, action-oriented, realistic, and time-bound. In addition the plan will include strategies and resources to be applied in achieving the goals, intended timelines for strategic actions, and specific criteria for evaluating the successful completion of the plan. The summative evaluation of the teacher in the intensive assistance tier will be made at the time of the summative evaluation:

- The problem is resolved; the staff member is removed from the Assistance Plan
- Progress is noted, the timeline is extended but may not exceed six months according to the Iowa law and work continues in the Assistance Phase.
- The problem is not resolved, progress is not noted. Actions are then taken by the district to move towards a recommendation for non-renewal of contract.

ARTICLE XVI

VOLUNTARY TRANSFER

Filing Request:

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following years shall be submitted no later than seven (7) calendar days after the notification has been posted.

ARTICLE XVII

REDUCTION OR REALIGNMENT

A. Coverage:

All employees under this Agreement.

B. Definition:

When one or more employees are to be laid off because of a decline in enrollment, reduction of program, change in curriculum, or budget limitation, the Board shall determine the area(s), level(s), or program(s) in which the reduction in staff will take place. The following sequential procedure shall determine the employee(s) to be laid off in the area(s), level(s), or program(s) thus determined.

1. Attrition: The Board shall attempt to accomplish such reduction by the normal turn-over due to retirement, resignation, transfer, etc., which have been made known to the Board prior to April 30.
2. Employees with emergency and/or temporary certification unless needed to maintain an existing program.
3. Unless needed to maintain an existing program, employees with the least seniority shall be terminated first. Part-time employees shall acquire seniority by taking their yearly fractions of full-time employment and totaling them. The total figure thus obtained will be used to place the part-time employee on the district seniority list. Seniority shall be based on the number of years of professional service by employees within the Tripoli Community School District in order to affect as few employees as possible, reduction of full contractual positions will first be attempted, then partial reduction of contractual positions may be considered. The curricular and subject areas and levels shall include:
 - a. PK – 5, 6-12
 - b. Classroom Teachers by content area
 - c. District-wide specialists by license (Special Education, Art, Physical Education, Guidance, Foreign Language, Vocational, and Music, etc.)
4. In those situations where seniority cannot be the sole criterion, educational preparation shall be applied, unless the employee is needed to maintain an existing program. Existing program shall include the extracurricular activities such as, but not limited to, coaching of athletics.
5. Evaluation of employee effectiveness shall be considered in those situations where determination cannot be made solely through application of the above steps.

C. Notification:

1. The administration shall provide written notice to affected employees and to the Association of such possible reductions of staff that may become effective the following year.
2. The above notice shall be given to potentially affected personnel by April 30 of each year.

D. Recall Provisions:

1. Any employee terminated pursuant to need for cutting of staff positions will automatically be considered for recall for a period of two (2) years if such desire is made known to the Superintendent.
2. After weighing of applicants for vacancies, and finding all things equal as to competency and potential effectiveness, persons shall be recalled in reverse order of their termination.
3. Any employee with recall rights under this Agreement shall maintain on file with the Superintendent his/her mailing address and all previous teaching assignments. Should a vacancy occur in the teacher's seniority category or area of previous satisfactory teaching experience, the Superintendent shall notify the reduced teacher by certified mail of the vacancy. If the vacancy is of equal or more time than that held at the time of the

teacher's reduction, failure to respond affirmatively to consideration within twenty (20) days of the date of the Superintendent's notice shall result in the termination of the teacher's right to recall.

E. Benefits:

Any employee who is re-employed for a position after termination because of changing personnel needs shall be placed on the salary schedule at the step above the one in effect at the time of departure, plus experience in another school within guidelines of Board Policy.

ARTICLE XVIII

INSURANCE

A. FULL-TIME EMPLOYEES

The Board agrees to provide all full-time employees who are covered by this Agreement the following insurance coverage's:

1. Health and Major Medical Insurance upon the employees.
 - a. Insurance of the individual employee will be paid in full.
 - b. Employees with a family policy will have a dollar amount equal to a single policy paid toward their family insurance coverage. However, family policies will be charged by the ACA TAX according to amount charged to the district by our insurance policy. If ACA TAX is not rolled into premium then employee must pay any extra payment that is not a payment for an actual employee.
 - c. A maximum of one hundred seventy six dollars (\$176.00) per month will be paid to each FTE employee to be used toward the balance of the family policy or toward an annuity of choice, at the discretion of each employee. Those employees working less than 0.8 will be paid on the basis of the percentage of the time employed.
 - d. Employees who are eligible for insurance coverage, due to a spouse also being covered by this agreement, will receive a dollar amount equal to a single policy, as well as the one hundred seventy six dollars (\$176.00) per month stated above in Section c. These amounts may be applied toward the balance of the spouse's family policy, or toward an annuity of choice, at the discretion of each employee.
 - e. The Board will pay the initial set-up fee and the monthly maintenance fee for the Pre-tax Premium Account and the Medical and Dependent Care Reimbursement Account.
 - f. Employees who are new to the district will have the option to begin insurance coverage with the district on the first day of the month following the beginning of their contract. However, two premium payments will be paid out of their first paycheck.
2. Term life insurance upon the employee in the amount of \$10,000 with the double indemnity clause.

3. All employees shall be covered by a school-financed liability insurance policy covering the negligent performance of duties within the scope of their employment.
4. All employees shall be covered by workmen's compensation insurance paid for by the Board.

B. PART-TIME EMPLOYEES

Insurance premium on part-time employees working less than 0.8 will be paid by the Board on the basis of the percentage of the time employed. All employees at 0.8 FTE or more will receive full insurance coverage as well as benefits.

ARTICLE XIX

COMPENSATION

A. Salary Provisions:

The salary of each employee covered by the regular salary schedule is set forth in the salary schedule (Schedule C) subject to the following:

1. Increments:

Advancements on the salary schedule shall be made only upon the recommendations of the Superintendent and the Building Principal, that the employee is rendering satisfactory service to the school system. Increments or portions thereof, will be withheld by action of the Board if and when the service of any employee falls below professional standards as set by the Board and Administration of the Tripoli Community School. Eligibility to receive each annual increment provided for in the salary schedule is dependent upon two (2) major factors: (1) Continued satisfactory service, and (2) Objectively established evidence of continued professional growth. Beginning with the 1997-98 school year, provided the employee satisfies the requirements mentioned above, he/she will advance one step on the salary schedule for each year of employment and his/her salary for that increment will be at the percentage of his/her FTE.

2. Horizontal Advancement:

- a. Any employee moving horizontally on the schedule will advance one (1) vertical step the first year and advance at the regular rate thereafter, regardless of years of prior experience.
- b. Whenever an employee has completed enough semester hours of study to entitle him/her to a higher classification on the salary schedule, there will be no change in status until new contracts are issued for the following year. However, if an employee has notified the Board in writing by March 15 that a change in classification will be possible before the start of the next school year, a reclassification on the salary schedule will be submitted as soon as possible, thereafter.
- c. An official transcript will be submitted before September 15 of the current year as proof of credit for vertical or horizontal advancement on the salary

schedule. If such transcript is not available by September 15, the employee shall submit other written evidence from the college or university verifying that the appropriate hours have been completed. The transcript shall be submitted as soon as possible, thereafter.

3. Definition of Education Lanes:

- a. B.S. & B.A. Lane:
Shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding a Professional Teaching Certificate.
- b. B.S. & B.A. +8, +15, +23, + 30 Lanes:
Shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and holding a Professional Teaching Certificate.
- c. M.S./M.A. and B.S./B.A. + 45 Schedule:
Shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university, or a Master's Degree from an accredited college or university and holding a Professional or Permanent Teaching Certificate.
- d. M.S./M.A. + 8 and B.S./B.A. + 55 Lane:
Shall apply to all employees possessing appropriate semester credit hours in their teaching field beyond the Baccalaureate Degree or Master's Degree and appropriate credit hours in their teaching field from an accredited college or university and holding a Professional or Permanent Teaching Certificate.

2. Advancement on Schedule:

To advance on schedule beyond a B.A. or B.S. degree, the following rules shall apply: Only graduate hours will be accepted; however, the Tripoli Board of Education will accept undergraduate credits if the employee is working toward an endorsement that is deemed a required curricular area needed in order for the Tripoli Community School District to maintain its accreditation. The curricular area will be posted and open to all employees. Should the Board limit the number of employees working toward an endorsement, seniority shall apply.

3. Credit Barrier:

All certified employees shall attend some accredited college for at least three (3) semesters' hours or some approved study after steps 7, 12, and 17 of the salary schedule to maintain professional proficiency. Board may waive above qualifications under special conditions. If the training barriers are not met there shall be no salary increment until the requirements are fulfilled.

ICN class study graduate credit from an accredited college or university will be allowed without administrative approval prior to taking the course. Only correspondence study credit from an accredited college or university and in the employee's teaching field will be allowed with administrative approval prior to taking the course.

4. Career Increments:

Career Increments will be added to the employee's salary as follows:

Level 1	\$600 added at 15 F.T.E. years' experience at Tripoli Community School
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Level 2 \$200 increments will be added each year over 16 years of employment at Tripoli Community School

Beginning with the 2008-2009 school year, years of experience will be based upon years of employment. The employee’s salary for that increment will be at the percentage of his/her FTE.

B. Compensation for Incoming Experience:

New employees entering the Tripoli Community School District will receive full credit up to seven (7) years of experience in other school systems. Teaching experience must be in other school systems. Teaching experience must be within the last 12 years to be counted. A minimum of 120 days of actual teaching experience, under contract, shall be required in order to count as a full year of experience. Compensation for Incoming Retired Staff may deviate from the Master Contract according to TEA/School Board needs. (Example: Teacher is coming back to work and not wanting to stop their IPERS, the Board and TEA and teacher can work out a pay schedule to satisfy all parties.

C. Pay Day:

Employees will receive checks on the 25th of each month. When the 25th falls on Saturday, Sunday, or during a holiday vacation, checks will be available the last working day prior to the holiday. July and August checks will be available upon request after June 29 each year. New teachers to the district will have the option to receive 13 paychecks, the first to be received on the 25th of August.

D. Lunch Duty Compensation

If a staff member is assigned lunchroom duty or supervision which does not allow for a duty-free lunch break, the staff member shall be compensated with a school lunch at no cost.

E. Extra-curricular Activities:

1. Extra Duty Pay:

All certified staff members will be paid \$8.00 per hour for athletic events, musical events, or dramatics and be required to work 2 events per school year. Employees are responsible for finding suitable replacement if unable to work scheduled event.

2. Sports Classification:

Major Sports F/W	Minor Sports S/S
Football	Cross Country
Wrestling	Girls’ Track
Boys’ Basketball	Boys’ Track
Girls’ Basketball	Golf
Volleyball	
Softball	
Baseball	

3. **Coaching Salary Scale:**
The percentages are of the B.A. base.

	F/W	S/S	ASSISTANT	MIDDLE SCHOOL
1 ST yr.	12%	8%	7%	5%
2 nd yr.	13%	9%	8%	6%
3 rd yr.	14%	10%	9%	7%
4 th Yr.	15%	11%	10%	8%
5 th yr.	16%	12%	Limit	Limit
	Limit	Limit		

4. **Coaching Experience Allowance Schedule:**
- When a coach accepts the assignment of a sport for the first time, he/she shall be placed on the coaching salary scale as follows: Full credit for past head and/or assistant coaching experience in the sport. Limit: 5 years credit.
 - Coaches automatically advance up the scale to the top by satisfactory and continuous assignments.

Other Activities:

Annual	3%	Assistant Annual	1%
Cheerleader	4%	Bowling	1%
Speech	5%	Assistant Speech	3%
Prom	3%	Assistant Musical	3%
Plays	5%	Technical Director	3%
Vocal Music	9%	Student Council Advisor	3%
Weightlifting Coach/ Coordinator	4%	Dance Coach/ Sponsor	2%
NHS	1%		

Head Instrumental		Assistant Instrumental	
1 st yr.	10%	1 st yr.	3%
2 nd yr.	11%	2 nd yr.	4%
3 rd yr.	12%	3 rd yr.	5%
4 th yr.	13%		Limit
5 th yr.	14%		
	Limit		

5. **Student Clubs-Compensation process:**
- Administration approved Club
 - Board approved during regular board meeting in May for the upcoming year.
 - Minimum nine meetings a year
 - Goals and expectation presented to the School Board
 - List of students participating turning into the Principal
 - Club must be supervised by adult with knowledge of Club educational areas
 - Coach/Sponsor paid 1%

6. Mock Trial will be part of the Talented and Gifted Program rather than included in the Master contract.
 7. Summer Drivers Education:
Reimbursement for summer driver's education will be a per student fee to be determined by the Board of Education.
 8. Athletic Director:
Athletic Director to be same as F/W Head Coach. (See XIX E. 2.)
- F. Inclusion of Salary Schedule in Agreement:
The negotiated salary schedule displaying the salaries for each educational lane and step is included in this agreement as Appendix Schedule C.
- G. Summer Pay (Summer School)
Teachers hired to teach summer school would be paid at a rate of \$25 per hour. The teacher would also receive prep time pay, at a rate of \$25 per hour. Teachers will get 15 minutes of prep time for every two hours of student contact time, not to exceed 10 hours for the entire program.

ARTICLE XX

FINALITY AND EFFECT OF AGREEMENT

This Agreement supersedes and cancels all previous agreements and practices (to which this Agreement speaks) between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

A specific item of this Agreement may be reopened for negotiations during the life of this Agreement by voluntary, mutual consent of the Association and the Board. The decision of either party not to reopen negotiations shall not be grievable. Negotiations under this provision shall not be subject to impasse procedures.

SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the ____ day of ____ 2014.

Tripoli Education Association

Tripoli Board of Education

By _____
President Kristie Schult

By _____
President Scott Danner

By _____
Co-Chief Negotiators Tom Nuss and Kristie Schult

By _____
Chief Negotiators Ally Mueller
Laurie Buhrow
and Troy Heller

Non Master Contract agreements:

As a Gentlemen's Agreement, not part of the actual collective bargaining process, the Board of Education will give \$85 per month to people who opt down from Plan 1 or Plan 2 to Plan 3 of the health insurance. Only those people taking single insurance who opt down to Plan 3 would receive the \$85 per month.

Those people who opt out of our insurance coverage will receive an opt-out monthly amount of \$120.

Eligibility for the \$120 stipend for supplemental insurance

- 1. Employee must sign a waiver.*
- 2. Employee must provide proof of medical insurance coverage under a group plan provided by their spouse.*
- 3. Employees of the Tripoli Community School District who wave off in order to apply the maximum single premium to their family coverage under the District's group insurance plan are not eligible.*
- 4. Board reserves the right to limit participation in the opt out. Board will make determinations based on carrier's requirements and will limit participants based on seniority.*

Troy Heller, Superintendent

Date

Scott Danner, Board President

Date

This signature below indicates explanation and receipt of this negotiated agreement.

Kristie Schult, TEA President

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Supt. or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date

SCHEDULE B

DUES DEDUCTION AUTHORIZATION FORM

For Employer Use Only.
Do Not Fill Out.

Authorization for Payroll Deduction for
Education Association Dues.

Employee No.

First Name Initial Last Name

Date Started Amount

I hereby request and authorize the Board
of Education of:

Tripoli Community School District

as my remitting agent, to deduct 1/10 of
total dues from my earnings beginning
in September for ten (10) consecutive
pay periods, of which amount is to be
remitted each month for me and on my
behalf to the treasurer of:

Tripoli Education Association

It is understood that this authorization shall begin with the month of September for ten (10)
consecutive pay periods unless revoked in writing by a thirty (30) day notice to my employer and
to said organization.

Date

Signature

Social Security Number

FINAL SETTLEMENT SUMMATION
WITH THE
TRIPOLI EDUCATION ASSOCIATION
2014-2015 NEGOTIATED AGREEMENT

ARTICLE VII – COMPLIANCE CLAUSES AND DURATION

Amend to read

Pg. 4, D. Duration Period:

Contract language and monitory agreement are in effect until the end of the 2014-2015 contract year.

ARTICLE XI – EMPLOYEE WORK YEAR

Add-amend to read:

Pg. 9, A. Contract Year:

The in-school work year for employees contracted for the 2014-2015 school year shall not exceed one hundred ninety (190) days for returning employees and shall not exceed one hundred ninety one (191) days for new employees.

B. Day's Pay:

The pay for one day shall be defined as 1/190th of the teacher's annual salary.
Add--There will be no TQC pay if the state defunds this mandate.

ARTICLE XXII - EMPLOYEE HOURS

Add-amend to read

Pg. 10, A. Length of Day:

The arrival and departure times for all employees shall be as follows:

Add--Elementary/Secondary Friday: Arrive 7:55 a.m. Depart 3:15 p.m.

ARTICLE XVIII – INSURANCE

Add-Amend to read

Pg. 15, A. Full Time Employees

1. Heath and Major Medical Insurance upon the employees.
 - b. Employees with a family policy will have a dollar amount equal to a single policy paid toward their family insurance coverage. ADD--However, family policies will be charged by the ACA TAX according to amount charged to the district by our insurance policy. If ACA TAX is not rolled into premium then employee must pay any extra payment that is not a payment for an actual employee.

ARTICKE XIX – COMPENSATION

Pg. 18, A. Salary Provisions

B. Compensation for Incoming Experience:

New employees entering the Tripoli Community School District will receive full credit up to seven (7) years of experience in other school systems. Teaching experience must be in other school systems. Teaching experience must be within the last 12 years to be counted. A minimum of 120 days of actual teaching experience, under contract, shall be required in order to count as a full year of experience. ADD: Compensation for Incoming Retired Staff may deviate from the Master Contract according to TEA/School Board needs. (Example: Teacher is coming back to work and not wanting to stop their IPERS, the Board and TEA and teacher can work out a pay schedule to satisfy all parties.

E. Extra-curricular Activities:

2. Sports Classification:

Major Sports F/W	Minor Sports S/S
Football	Cross Country
Wrestling	Girls' Track
Boys' Basketball	Boys' Track
Girls' Basketball	Golf
Volleyball	
ADD-Softball	
ADD-Baseball	

Pg. 19, Other Activities

ADD- Student Clubs-Compensation process:

- a. Administration approved Club
- b. Board approved during regular board meeting in May for the upcoming year.
- c. Minimum nine meetings a year
- d. Goals and expectation presented to the School Board
- e. List of students participating turning into the Principal
- f. Club must be supervised by adult with knowledge of Club educational areas
- g. Coach/Sponsor paid 1%

Pg. 25, SCHEDULE C

Amend BA BASE to \$29,765 (previously \$29,075) for the 2014-2015 school year. (Increase of \$690.00)