

NEGOTIATED AGREEMENT

BETWEEN THE

BALLARD COMMUNITY SCHOOL DISTRICT

AND THE

BALLARD EDUCATION ASSOCIATION

2016-2017

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## **PREAMBLE**

THIS AGREEMENT is entered into this 26th day of May 2016, by and between the Ballard Community School District, Huxley, Iowa, hereinafter referred to as the “Employer,” and the Ballard Education Association hereinafter referred to as the “Association.” Throughout this Agreement wherever the word “Act” appears, this refers to Chapter 20 of the Code of Iowa entitled “Public Employment Relations Act.”

It is the intent of the Employer and Association to provide a quality education program for children of the School District and to have a desirable, harmonious, productive relationship. The parties further recognize that attainment of this is a joint responsibility of the students, the parents, the teachers, administrators, other district employees, board and community.

## **ARTICLE 1 - RECOGNITION**

The Employer hereby recognizes the Association as the exclusive bargaining representative for all regular full-time certificated teachers, and regular part-time certificated teachers, including guidance counselors, librarians, and nurses. Excluded from representation and coverage are these positions and duties: superintendent, assistant superintendent, principals, Director of Teaching and Learning, associate principals, assistant principals, teacher aides, teacher associates, library interns, substitute teachers, and all non-certificated (non-professional) employees and all others excluded by section 4 of the Act.

The term “Association” shall mean the Ballard Education Association or its duly authorized representatives.

The term “Employer” shall mean the Ballard Community School District or its duly authorized representatives.

## **ARTICLE 2 – GRIEVANCE PROCEDURE**

### **A.**

1. The purpose of the grievance procedure is to secure, at the lowest possible level, solutions to grievances.
2. A grievance shall mean a complaint that there has been a violation, misapplication or misinterpretation of a provision of this Agreement.
3. The grievant is the employee or the Association filing the grievance.

### **B.**

1. An employee or the Association covered by the Agreement shall present grievances in accordance with these procedures. The failure of an employee or the Association to present or appeal to a higher Step any grievance within the prescribed time limits will mean the grievance is terminated.
2. The Employer’s failure to give a decision within the time limits shall permit the grievant to proceed to the next Step.

- C. Reference is made to Schedule 1 for the agreed upon grievance form. Extra copies of this Schedule may be obtained from the Association.
- D. All grievance and arbitration meetings and hearings are to be held in private between the mentioned parties at each Step and are not open to the public.
- E.
  - 1. The number of days indicated at each level for processing the grievance shall be considered as a maximum and every reasonable effort shall be made to expedite the process. The time limits may be extended by mutual agreement.
  - 2. If a grievance occurs at the end of the school year such that there is insufficient time to process the grievance before school ends, the time limits set forth in this procedure shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
- F. The payment for the arbitrator's services and expenses shall be shared and paid equally by the Employer and the Association.

Each party shall pay its own costs of preparation and presentation for arbitration.

## **Procedure**

### **Step 1. Informal**

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant, either directly or with the Association's designated local representative and their Building Principal. Such grievance must be presented to the Building Principal within nine (9) school days from the time of the occurrence of the event giving rise to the grievance. The Building Principal will make a decision in six (6) school days and communicate the decision to the employee and the Association.

### **Step 2. Formal - Principal**

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing within six (6) school days after the Building Principal's answer using the agreed upon grievance form. The Building Principal shall meet with the grievant and make a decision on the grievance and communicate it in writing to the employee and the Association within six (6) school days after receipt of the written grievance.

### **Step 3. Formal – Superintendent**

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant shall file, within six (6) school days after receiving the Principal's written decision at Step 2, a copy of the grievance with the Superintendent.

Within ten (10) school days after such written copy is filed, the grievant and Superintendent or in his absence, his designee shall meet. Within ten (10) school days of the Step 3 grievance meeting, an answer shall be filed and communicated in writing to the employee and the Ballard Education Association President.

#### Step 4. Arbitration

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial final and binding arbitration. The Association shall submit notification of implementation of arbitration to the Superintendent in writing within ten (10) school days of receipt of the Step 3 answer. If the two parties fail to reach agreement on an arbitrator within five (5) school days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. The parties shall determine by lot which party shall remove the first name from the list. The party having the right to remove the first name from the list shall do so within three (3) school days. Thereafter, each party shall have one (1) school day in which to alternately strike the name of an arbitrator until only one (1) remains. The remaining named arbitrator shall be the sole arbitrator whose decision(s) will be final and binding on the parties.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. His decision(s) shall be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted.

- G. A grievant may be accompanied at every Step of the grievance procedure by an Association representative if the employee so desires. In the event the grievant is accompanied by the Association representative, the Employer named at the Step involved may also decide to have another party present at the meeting.

### **ARTICLE 3 – HEALTH MATTERS**

#### **A. Physical Examination**

Employees shall file with the Employer at the beginning of service as required by the employer, a written medical report of a physical examination by the licensed practitioner who has performed said examination.

The report is to be completed on an examination form prepared by the Employer. Employees shall pay the cost of the physical examination.

## ARTICLE 4 – EVALUATION PROCEDURES

### A. Evaluation Procedures.

1. Notification. Within two weeks after the beginning of each school year, and prior to the formal evaluation, the Employer will present the formal evaluation instrument to the employees and will review the formal evaluation procedures with the employees.
2. Frequency. Employees teaching in their first and second years of an initial license will be formally observed a minimum of twice each school year and provided a written summative evaluation in each of their first two years of employment. Thereafter, employees will be provided a written summative evaluation a minimum of once every three years. Employees new to the District possessing a standard license will be formally observed a minimum of two times and provided a written summative evaluation in their first year of employment. Thereafter, employees will be observed and provided a written summative evaluation a minimum of once every three years.

Coaches will be formally evaluated a minimum of once each school year during the first two years in the coaching position with the District. Thereafter, coaches will be formally evaluated a minimum of once every three years. The formal evaluation of coaches will be completed within four weeks after the last contest of the season. The employee or coach may request an additional formal evaluation each year.

3. Observations. Written formal summative evaluations shall be preceded by at least two formal classroom observations during the first two years of employment. Thereafter, written summative evaluations shall be preceded by at least one formal classroom observation (or conference if the employee is not assigned to classroom duties) if requested by the Employee or by the Employer.

Employees may be informally observed at various times during the year. Copies of any notes made during such informal observations, or as a result of such informal observations, will be made available to the employee within ten (10) school days of the informal observation. If the employee disagrees with notes made during, or as the result of, informal or formal observations, the employee may submit a written response within ten (10) school days of receipt.

4. Conference. The evaluator will hold a conference with the employee to review the formal summative evaluation. A copy of the completed formal summative evaluation will be presented to the employee at the time of the conference noting an overall rating that the employee either meets or does not meet District standards. The employee will be asked to sign the instrument. Such signature acknowledges the employee's awareness of the formal evaluation instrument but does not imply agreement with the contents. Summative evaluations and conferences shall be completed no later than ten school days before the end of the work year.
5. Intensive Assistance Plan. In the event the evaluator concludes that an employee's overall performance does not meet District standards, the evaluator shall prepare written suggestions for an Intensive Assistance Plan. A conference shall then be held between the evaluator and the employee to explain the suggested Intensive Assistance Plan.
6. Re-evaluation. No subsequent formal written summative evaluations will be prepared for at least thirty (30) calendar days after the initial written summative evaluation noting that

the employee's overall performance does not meet District standards, unless the employee requests such a formal written evaluation and the Employer agrees. This does not preclude the evaluator from conducting formal and informal observations during the thirty days.

**B. Employee Response and Right To Grieve.**

1. Response. If the employee disagrees with a written formal summative evaluation, the employee may submit a written response within ten (10) school days of the date of the conference. The response shall be included with the file copy of the formal evaluation instrument.
2. Right to Grieve. An employee who has successfully completed his/her probationary period as defined by Chapter 279.19 of the *Iowa Code*, who receives a formal written summative evaluation which concludes that the employee's overall performance does not meet District standards (as specifically stated on the evaluation) may file a grievance alleging that the evaluation is unjust. The time lines and procedures of Article 2 shall apply.

A coach who has completed three (3) continuous years of professional service in the coaching position with the District, who receives a formal written evaluation which concludes that the coach's overall performance does not meet District standards (as specifically stated on the evaluation) may file a grievance alleging that the evaluation is unjust. The time lines and procedures of Article 2 shall apply.

**C. Personnel File Review.**

1. Employees shall have the opportunity to review their personnel files, both at the building level and at the Administration Office, with the exception of confidential letters of recommendation. Copies may be made of any items in the employee's personnel file with the exception of confidential letters of recommendation. At the employee's request, a representative of the Association may accompany the employee when the employee reviews the file.
2. Any comments directed toward an employee which are to be placed in the employee's personnel file shall be called to the employee's attention prior to the time the comments are placed in the file.

## ARTICLE 5 – LEAVES OF ABSENCE

### A. Sick Leave

1. Regular full-time employees will be granted leaves of absence for employee illness or injury with full pay in the following amounts:

1st year of employment	10 work days
2nd year of employment	11 work days
3rd year of employment	12 work days
4th year of employment	13 work days
5th year of employment	14 work days
6th and subsequent years of employment	15 work days

A regular part-time employee will be granted sick leave on a pro rata basis of the above schedule according to the time worked.

2. The maximum accumulated sick leave days shall be one hundred ten (110) work days, which may be carried forward and added to the next years' allotment, with one hundred twenty-five (125) maximum days allowed to be used in a work year.
3. Sick leave earned and accumulated shall apply to consecutive years of employment in the Ballard Community School District. A newly hired employee coming into the Ballard Community School District who has taught the previous year will be allowed to transfer in one-third (1/3) of their accumulated sick leave, with a maximum of fifteen (15) transferable days.
4. The employee shall notify the Building Principal in advance in cases where the employee anticipates the illness or medical condition will result in temporary disability of more than five (5) work days.
5. In order to qualify for payment, the Employer has the right to require such medical evidence as it deems necessary to substantiate the absence. It shall be the employee's responsibility to notify the Building Principal not later than 7:00 A.M. on the day of the absence. If possible, notification should be given the previous day.
6. Sick leave cannot be used where deferment of treatment of medical service would be possible at a time other than during the school year.

### B. Family Leave

In case of illness or accident which requires a member of the employee's immediate family to be in communication with a licensed medical doctor, the employee may be granted up to eight (8) work days leave with pay. Immediate family shall be limited to the employee's spouse, children, parents, siblings, grandchildren and grandparents. Said eight (8) work days are not cumulative from one contract year to the next. Time used will be deducted from accumulated sick leave. Upon written request the employee may be granted additional days of family leave at the discretion of the Superintendent.

**C. Personal Leave**

Employees are allowed (2) days per year, accumulative to four days (including the current year allotment), to conduct activities that cannot be conducted outside the normal work day. Except in the case of an emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Building Principal. Should a situation occur where it would not be possible to make application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the Principal. Personal leave days shall not be recognized as the day immediately preceding or immediately following a legal holiday, or school vacation period, or school recess, or during the first or last week of the school year, or vacation. Exceptions to these limitations may be made by the Superintendent.

**D. Professional Leave**

Each employee may request paid leave of absence to attend educational meetings or to make visitations to view instructional techniques or programs. Full pay will be granted if the absence is approved by the administration. Registration and mileage fees or transportation may be paid by the District if such expenses are approved by the administration. Every effort will be made to pay such expenses. If the leave of absence is approved, but expenses are not approved, the employee may attend with full pay and pay the expenses himself/herself. If the administration requires an employee to attend, registration shall be paid by the District and the employee will be reimbursed for mileage if transportation is not provided.

**E. Bereavement Leave**

In the event of a death in the employee's family (father, stepfather, mother, stepmother, father-in-law, mother-in-law, spouse, child, stepchild, sister, brother, legal dependent, sister-in-law, brother-in-law, aunt, uncle, grandparents, grandchild, niece, nephew) the Employer shall grant leave totaling as many days as necessary but not more than five (5) days with pay for attendance at the funeral and for other purposes directly arising out of said death. The employee will be granted one (1) additional day with pay for attendance of a funeral for someone other than those listed above. Said bereavement leave used will not be deducted from the employee's accumulated sick leave.

**F. Jury Duty Leave**

An employee required to serve as a juror shall receive regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees except mileage and parking allowance, received for such duty to the District. When released from duty during working hours in the A.M., the employee will report to work the P.M. schedule.

**G. Association Leave**

Up to a total of five (5) work days per contract year shall be available to officers and representatives of the local Association to attend meetings of official Association business. Said five (5) days is not per employee mentioned but is a total that can be used up by all mentioned employees. Association leave is not cumulative from one contract year to the next. The cost of the substitute teacher will be at the expense of the Association. At least two (2) work days advance notice to the Building Principal is required prior to the commencement of said leave.

## **H. Other Leaves**

Under extenuating circumstances, the Superintendent may decide to grant additional paid days of leave which would be deducted from the employee's sick leave. The Superintendent's decision is final in these matters.

## **I. Unpaid Leave**

In the event that an employee requests a leave of absence or an extended leave of absence from work without pay, said request will be made in writing stating the reason(s) and sent to the administration. The administration will consider each such request on its individual merits before rendering their decision.

## **ARTICLE 6 – SENIORITY**

**A.** Seniority means an employee's length of continuous service with the Employer, regardless of full-time or part-time status. An employee shall lose seniority and the employment relationship shall be broken and terminated as follows:

1. An accepted employee resignation, unless said employee is rehired and returns at the beginning of the immediately subsequent service year.
2. If non-renewal of the teaching contract is a result of staff reduction, seniority will be frozen at the time of reduction, and shall again continue to accumulate when the employee returns to work.
3. Employee retires.

**B.** A seniority list of regular unit employees and their seniority date will be provided to the Association no later than October 1 of each contract year.

1. Employees shall acquire seniority from the date the employee commences work in the Ballard School and shall be placed on the seniority list by month and year.
2. In the event B-1 fails to establish seniority, then seniority will be determined by total experience in teaching.
3. In the event B-2 fails to establish seniority, then seniority will be determined by the employee's education lane placement on the salary schedule. Such determination will include any additional graduate credit hours earned beyond such lane placement in accordance with Salary Schedule Advancement, paragraph 4.

**C.** While away from work on an extended approved leave of absence a continuous period of twelve (12) weeks or more, seniority will be frozen and will not continue to accumulate. When the employee returns to work, seniority will again continue to accumulate.

## ARTICLE 7 – PROCEDURES FOR STAFF REDUCTION

### A. Coverage

Coverage includes all employees under this Agreement.

### B. Definitions

For purposes of this Article, the term “Attrition” shall have the following meaning: A reduction in the number of employees due to retirement, resignation or death.

### C. Notification

When a position is to be eliminated, the Employer will provide notice (either hand-delivered or by certified mail) to the employee(s) designated by the Employer to be affected by staff reduction. The notice will be delivered by the date specified in the *Code of Iowa* as the final date for giving notice of a recommendation to terminate an individual’s continuing contract. A copy of the employee notice will be provided to the Association.

### D. Areas of Staff Reduction

Staff reduction will be accomplished within the following classifications, using the procedures in Paragraph E. Employees will annually receive notice indicating the employee’s seniority and classification(s). The Association will annually receive a listing of staff members indicating their seniority and classification(s). Classification assignments are made by the Employer based on teaching assignment.

1. Pre-School-6 Regular Classroom Teacher
2. K-6 Special Education
3. K-6 Title I
4. K-12 ELP
5. K-12 Art
6. K-12 Physical Education
7. K-12 Music
8. K-12 Guidance Counselor
9. K-12 Nurse
10. K-12 Media
11. 6-12 Science
12. 6-12 Mathematics
13. 6-12 Social Studies
14. 6-12 English/Speech/Reading
15. 6-12 Industrial Technology
16. 6-12 Business
17. 6-12 Family & Consumer Sciences
18. 6-12 Foreign Language
19. 6-12 Special Education
20. 6-12 Drivers Education

### E. Procedure

In the event the Employer determines a reduction in staff is necessary, the Employer shall reduce employees using the following sequential order within the respective classification.

Sequential Order:

First: Attrition

Second: Teachers with the least seniority

In the event an employee would be reduced under this procedure and that employee has more seniority than an employee in another classification, the less senior employee shall be reduced and the more senior employee transferred, unless the less senior employee is needed to maintain an academic program, and provided the senior employee has proper certification and approvals for the new assignment.

The application of procedures one through two shall not require the Employer to reduce an employee if the reduction of that employee would result in the elimination of an academic program.

**F. Recall Provisions**

1. Employees who are reduced under this Article or who resign for reduction reasons shall be eligible for recall to available positions of lesser or equal full-time equivalency within the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination. However, if the employee held a position in the District of greater full-time equivalency in that classification at any time during his/her employment with the District, the employee shall be eligible for recall to available positions for the greater equivalency in the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination. If an employee is recalled to a position with less full-time equivalency than he/she held at the time of termination, the employee retains recall rights for a two-year period to positions of equal full-time equivalency.
2. The employee shall keep the Board Secretary informed of his or her current address and phone number, and shall inform the Superintendent if he or she is interested in being recalled to the District once each semester.
3. Notice of recall to available positions shall be sent by certified mail, with return receipt. An employee who is recalled prior to June 1 for the following year shall personally contact the Superintendent or his designee within ten (10) calendar days after the recall notice is delivered. An employee who is recalled on or after June 1 for the following school year shall personally contact the Superintendent or his designee within five (5) calendar days after the recall notice is delivered. Failure to report within such time limits shall result in loss of recall rights. A copy of the notice will be provided to the Association.
4. An employee who is recalled for a position after having been reduced under provisions of Paragraph E shall be placed on the salary schedule one step above that of the contract year in which said employee was reduced. If the employee is at the maximum in his or her training lane, he or she shall be reinstated at that level, with all accrued benefits.

- G.** This Article shall not apply to employees hired to replace an employee on leave of absence or to employees hired after the start of a school year to fill newly-created positions. Such employees shall have no rights to recall.

## **ARTICLE 8 – TRANSFER PROCEDURES**

### **A. Transfer Definitions**

The movement of an employee to a different grade level, subject area or building shall be considered a transfer. When the Employer decides who will be selected to fill the vacancy, seniority in addition to other relevant factors will be considered.

### **B. Notification of Vacancies**

When a permanent vacancy occurs, a notice will be posted in the central administration office. The notice shall be posted at least five (5) calendar days before applications for the vacancy must be submitted. In addition, administration will send email notification through the school e-mail system of vacancies.

### **C. Assignments**

As soon as possible, and no later than the last week of school, each employee shall be notified of the expected class and or subject assignment and room assignment(s) for the forthcoming year.

### **D. Voluntary Transfer**

1. Employees who desire to volunteer for transfer from one building, grade or subject matter to another may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and building to which the employee wishes to transfer. Such statement shall expire when the vacancy is filled.
2. An employee who desires a voluntary transfer may be required to participate in the interview process.
3. Upon denial of a request to transfer, the employee shall be presented with administrative reasons in writing for the denial at the employee's request.

### **E. Involuntary Transfer**

1. An involuntary transfer will be made only when the Employer determines it necessary and the Employer has reviewed all voluntary requests that are submitted and pertinent.
2. An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative if requested, and the Superintendent at which time the employee shall be given written reason(s) for the transfer if requested by the employee.
3. Notice of involuntary transfer will be given no later than June 5, except in cases where a resignation is submitted after August 1, and except in cases of an employee's death after August 1.

## **ARTICLE 9 – PROFESSIONAL DEVELOPMENT**

### **A. Professional Development Committee**

The Superintendent will establish a professional development committee made up of a cross section of grade level and building representation in addition to Employer representatives. This committee will make recommendations and suggestions to the Superintendent for his/her consideration prior to his/her final decision making.

### **B. Additional Professional Development Sessions**

Employees will be required to attend ten (10) sessions per year of professional development of forty (40) minutes per session outside of the contracted workday without additional compensation.

Two of the sessions per year will be directed by the staff member and used for personal staff development as approved by the building principal. Evidence of completion of the sessions noting the dates, times outside of the regular work day and professional development completed will be required each year.

Eight of the sessions per year will be directed by the District and used for District professional development that could include, but is not limited to, technology training, data analysis, and general professional development. These sessions will not be used for building staff meetings. The dates of the eight sessions will be given to staff within the first two weeks of school. On each date, two professional development times will be offered with one session offered after the teacher work day and one session offered before the teacher work day. In the event of an excused absence on the day of a District-directed professional development session, or in the event a session is canceled due to weather or other emergency, the employee shall reschedule a professional development session with the principal.

### **C. Collaboration Time – Letter of Agreement**

## **ARTICLE 10 - HOURS**

### **A. Hours**

Employees shall be expected to work 7 hours 40 minutes each day including the 20 minute duty free lunch. Hours will be flexible and determined by the employee, but employees must be present during the student work day.

### **B. Duty Free Lunch**

Each employee shall have a paid duty-free lunch period of not less than twenty (20) minutes during the work day.

## **ARTICLE 11 - SAFETY**

The Employer will not require the employees to engage in activities contrary to their health and safety.

## ARTICLE 12 – HOLIDAYS

The employees service year is 190 days—This includes 180 student days, five paid holidays (Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day), and five additional days in the form of professional development or other district approved activities.

### Statement of Understanding

As long as the Ballard employees work additional time for conferences, that time will count toward days worked. (i.e. if conferences comprise 4 nights of additional work, 2 of the 5 additional days will have been fulfilled)

## ARTICLE 13 – INSURANCE

### A. Health Insurance/Stipend

1. All employees hired to begin work on or after July 1, 2010, and all current employees on the Employer's group health insurance plan as of April 1, 2010, shall participate in the Employer's group health insurance plan. All employees who currently receive a salary stipend in lieu of insurance during the 2015-2016 year who do not elect insurance for 2016-2017 year shall receive \$400 per month as a salary stipend in the 2016-2017 year, but no other employee shall receive a salary stipend in lieu of insurance.

The Employer shall pay an amount equal to the single \$500 deductible preferred provider coverage for each eligible employee. The balance of any premiums due for employee + one or family coverage shall be paid by the employee.

2. Eligible employees shall also receive \$100 per month in a salary stipend.
3. Eligible employees who are married to eligible employees may apply the Employer contributions for each plus their \$100 stipends towards the cost of a family plan.

### B. Dental Insurance

1. Single Dental Insurance. The Employer will pay to the carrier the amount equal to the single coverage but not to exceed \$13.69 per month for a group deductible dental health insurance plan for each eligible employee. The carrier will be selected by the employer. The balance of the single premium will be paid by the participating employees.
2. Family Dental Insurance. Premiums for family dental insurance will be paid by the employee. An employee may elect to have the district pay the family premium and receive a salary reduced by the amount of such premium.

### C. Vision Insurance

Vision Insurance is available if 10 employees elect to participate for a selected plan. Premiums for vision insurance will be paid by the employee.

### D. Health and Dental Insurance While on Leave of Absence

While on approved unpaid leave of absence, the entire insurance premium(s) is to be paid by the employee. If an employee is eligible for unpaid leave under the Family and Medical Leave Act, the District will continue its required contributions during the leave for a maximum of twelve

(12) weeks; the employee will be required to reimburse the District if the employee does not return to work.

**E. Life Insurance**

The Employer will provide \$20,000.00 term life insurance coverage for all employees who work 30 hours or more per week on a regular basis. The Employer will provide \$10,000.00 term life insurance coverage for all employees who work at least 20 but fewer than 30 hours per week on a regular basis.

**F. Long Term Disability Insurance**

The Employer will provide eligible employees who work at least twenty (20) hours per week with long term disability insurance. The employee's benefit will not exceed 60% of his/her base salary with maximum salary coverage of \$7,500 per month. Benefits will not begin prior to ninety (90) calendar days of the disability date and will be based on the employee's salary in effect at the time the disability occurred.

**G. Eligibility**

Eligible employees are those employees who work at least thirty (30) hours per week on a regular basis. Employees who work at least twenty (20) hours but fewer than thirty (30) hours per week may participate in the District's plan by paying premiums themselves through payroll deductions, which may be done prior to the withholding of payroll taxes, at the option of the employee and in accordance with the District's IRS Section 125 salary reduction plan. An employee must work at least twenty (20) hours per week on a regular basis to be eligible for the District's life and long term disability insurance.

## **ARTICLE 14 – DUES DEDUCTION**

### **A. Authorization**

Any employee who is a member of the Association may sign and deliver to the Board Secretary an assignment authorizing payroll deduction for professional dues. The Association will inform its members of the dues deduction system and provide the necessary authorization cards for the deduction.

### **B. Definition of Dues**

Definition of dues shall be limited to dues for the current school year.

### **C. Regular Deduction**

Pursuant to a deduction authorization, the Board Secretary shall deduct a set amount from the regular salary check of the employee each month for eight (8) months beginning in October and ending in May of each year.

### **D. Duration**

A dues deduction check-off authorization card will be required for each year. The authorization card must be in the hands of the Board Secretary by October 1 of each year.

### **E. Termination**

A member may terminate the deduction check-off at any time by giving thirty (30) days written notice to the Board Secretary, and the Secretary will inform the Association President.

### **F. Protection Clause**

The Association agrees to indemnify and hold harmless the Employer and each individual Employer member against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of the Agreement between the parties for dues deduction.

## **ARTICLE 15 - SCHEDULES**

Reference is made here to Schedule 1 - Grievance Form; Schedule 2 - Salary Schedule; Schedule 3 - Nurses' Salary Schedule; and Schedule 4 - Supplemental Pay Schedule. By this reference, said four (4) Schedules become a part of this Agreement.

**ARTICLE 16 - DURATION**

This agreement shall remain in force and effect from August 15, 2016 to August 15, 2017

Notices

Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by registered letter to the following:

If by Association, to:

Administration Office  
Attention: Superintendent  
Ballard Community School District  
509 N. Main Street  
PO Box 307  
Huxley, Iowa 50124-0307

If by Employer, to:

President  
Ballard Education Association

Copies of Agreement

This agreement shall be given to all employees (either hard copy or electronic version) now employed and hereafter employed within thirty (30) days of the agreement signing. The employer shall provide the association with ten (10) additional hard copies.

Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective negotiating committees and their respective chief negotiators, and their signatures placed thereon all on the 26<sup>th</sup> day of May, 2016.

BALLARD EDUCATION ASSOCIATION

BALLARD COMMUNITY SCHOOL DISTRICT

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Chief Negotiator

## **SALARY SCHEDULE**

### **Placements:**

New employees will be placed on the Salary Schedules as determined by the Employer, but not to exceed the employees' actual experience. However, all employees on Step 1 or Step 2 of Schedules 2 and 3 shall be paid at the amount of Step 3. Salary Schedules 2 and 3 are for 190 days of service.

The salary schedule does not include the additional professional day mandated and funded by Chapter 284, Teacher Performance, Compensation and Career Development Funds.

Any additional days required by the legislature or department of education, including those required by chapter 284, shall be paid per diem or as directed by passed legislation.

### **Schedule 2**

The base on schedule 2 shall be \$31,035 for 2016-2017. In addition, each staff member on the schedule who qualifies for TSS funds shall receive a stipend consisting of an equal division of 26% of the districts TSS allotment from the state and will receive an amount equal to 74% of TSS funds indexed across the salary schedule. The district shall use 99% of allotted TSS funds from the state to determine above distributions. If the 1% of the TSS funds held back are not dispersed by June 1 of the contract year, all staff who are qualified, shall receive an equal disbursement of the 1% in the July pay check. TSS funds shall not be paid if TSS funds are not received by the District. TSS allocations shall be adjusted if TSS payments to the district are not in the amount expected (an across the board cut by the Governor does not impact TSS funds).

- Extra duty contracts (extended days and extra-curricular pay) shall be determined using salary without TSS Funds.

### **Schedule 3**

The base on schedule 3 shall be based off the base salary of schedule 2. In addition, each nurse on the schedule who qualifies for TSS shall receive a stipend amount consistent with passed legislation and this agreement. TSS funds shall not be paid if TSS funds are not paid to the District. TSS allocations shall be adjusted if TSS payments to the district are not in the amount expected.

### **Pay Periods**

Each employee will be paid in twelve (12) equal installments on the 20th of each month unless the employee is paid under a special federal program, the first of which will be made on September 18, 2015.

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

When a pay date falls on or during a school holiday or weekend, employees will receive their paychecks on the last previous work day.

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

Employees shall have the option, in extenuating circumstances and upon approval of the Employer, to receive all of their earned, contracted salary on the last pay period of the in-school work year.

## **Advancement**

Employees on the regular Salary Schedule shall be granted one (1) increment or vertical step on the schedule for each year of satisfactory service as determined by the Employer until the maximum for their educational lane is reached. An employee will be allowed to make only one (1) vertical step advancement on the Salary Schedule per contract year.

Before an employee may move horizontally across the schedule, a transcript of credits or other evidence acceptable to the Employer shall be presented as evidence to the Administration Office that the necessary hours have been earned.

Said transcripts are to be filed no later than ten (10) days after the employee starts his/her employment for the current year, and the annual contract shall be adjusted accordingly.

In order to qualify for the BA+12 or BA+24 or BA+36 educational lane, the employee may earn graduate college hours in any area from an accredited college or university. In order to be placed in the MA educational lane AND advance beyond the MA educational lane, the Master's Degree and the hours earned after receiving the degree must be in the area of the employee's teaching assignment. The employee may seek a waiver of this provision if the Superintendent determines the Master's Degree and subsequent hours will directly and positively impact the employee's teaching, or enable the employee to serve the District in a different content area or educationally related position (ie. Counseling and Administration). Pre-approval of a Master's Degree program and any additional graduate courses must be obtained from the Superintendent prior to initiating coursework, beginning August 2015.

More than one (1) horizontal step advancement per contract year can be permitted upon approval of the Employer. An employee may advance both vertically and horizontally each year.

An employee must be employed a minimum of eighteen (18) consecutive weeks during a regular school year in order to be granted a maximum of a year's credit on the Salary Schedule.

It is recognized that the employee service year is covered in the applicable school calendar.

Pay for extended contract shall be paid on a per diem basis using the employee's base pay.

## **Extra Professional Services**

Part-time employees who are required to attend meetings and/or other school related activities which are held during the normal school day and are scheduled outside their specified contract hours shall be compensated at their per diem rate.

Secondary teachers (grades 7-12) who substitute for absent employees (by actually teaching a class separate from their own regular assignments) shall be paid \$20 per class period for which they substitute.

## Longevity

A longevity payment will be added to the salary of full-time employees on Schedule 2 (prorated for part-time employees on Schedule 2) who have been frozen on the highest step without a step advancement as shown below.

When an employee advances horizontally but cannot advance a vertical step as well (i.e. M.A. Step 19 to M.A.+12 Step 19), that employee will retain any longevity placement and payment the employee received the previous year, but will not advance on the longevity schedule until the year following the horizontal advancement.

	<u>B.A.+24</u>	<u>MA/BA+36</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA+36</u>
Year 2&3 frozen on highest step	\$1,475	\$1,475	\$1,475	\$1,475	\$1,475
Year 4 & 5 frozen on highest step	\$1,950	\$1,950	\$1,950	\$1,950	\$1,950
Year 6 & thereafter frozen on highest step	\$1,950	\$2,525	\$2,575	\$2,625	\$2,625

**SCHEDULE 1  
GRIEVANCE FORM**

STEP 2

AGGRIEVED EMPLOYEE SECTION

Date filed with Employer \_\_\_\_\_

Building \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

Date Violation Occurred \_\_\_\_\_

Section of Agreement Violated \_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_

\_\_\_\_\_

Adjustment Desired: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Employee

EMPLOYER SECTION

Employer's Answer: \_\_\_\_\_

Date:

\_\_\_\_\_  
Signature of Building Principal

SCHEDULE 1

STEP 3

AGGRIEVED EMPLOYEE SECTION

Concurrence with Building Principal's answer?

Yes(     )     No (     )

Action Take: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Aggrieved Employee

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EMPLOYER SECTION

Employer's Answer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Superintendent

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STEP 4

AGGRIEVED EMPLOYEE SECTION

Concurrence with Superintendent's Answer?

Yes(     )     No (     )

Action Taken \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Aggrieved Employee

**SCHEDULE 2 – SALARY SCHEDULE**

2016-2017 (Page 1)

	BA	BA+12	BA+24	MA(BA+36)	MA+12	MA+24	MA+36
Salary	33,672.98	34,991.96	36,310.95	37,629.94	38,948.93	40,267.91	41,586.90
TSS Indexed	2,994.60	3,111.90	3,229.20	3,346.50	3,463.80	3,581.10	3,698.40
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 1</b>	<b>\$ 38,217.58</b>	<b>\$ 39,653.86</b>	<b>\$ 41,090.15</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>
Salary	33,672.98	34,991.96	36,310.95	37,629.94	38,948.93	40,267.91	41,586.90
TSS Indexed	2,994.60	3,111.90	3,229.20	3,346.50	3,463.80	3,581.10	3,698.40
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 2</b>	<b>\$ 38,217.58</b>	<b>\$ 39,653.86</b>	<b>\$ 41,090.15</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>
Salary	33,672.98	34,991.96	36,310.95	37,629.94	38,948.93	40,267.91	41,586.90
TSS Indexed	2,994.60	3,111.90	3,229.20	3,346.50	3,463.80	3,581.10	3,698.40
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 3</b>	<b>\$ 38,217.58</b>	<b>\$ 39,653.86</b>	<b>\$ 41,090.15</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>
Salary	34,991.96	36,310.95	37,629.94	38,948.93	40,267.91	41,586.90	42,905.89
TSS Indexed	3,111.90	3,229.20	3,346.50	3,463.80	3,581.10	3,698.40	3,815.70
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 4</b>	<b>\$ 39,653.86</b>	<b>\$ 41,090.15</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>
Salary	36,310.95	37,629.94	38,948.93	40,267.91	41,586.90	42,905.89	44,224.88
TSS Indexed	3,229.20	3,346.50	3,463.80	3,581.10	3,698.40	3,815.70	3,933.00
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 5</b>	<b>\$ 41,090.15</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>
Salary	37,629.94	38,948.93	40,267.91	41,586.90	42,905.89	44,224.88	45,543.86
TSS Indexed	3,346.50	3,463.80	3,581.10	3,698.40	3,815.70	3,933.00	4,050.30
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 6</b>	<b>\$ 42,526.44</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>
Salary	38,948.93	40,267.91	41,586.90	42,905.89	44,224.88	45,543.86	46,862.85
TSS Indexed	3,463.80	3,581.10	3,698.40	3,815.70	3,933.00	4,050.30	4,167.60
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 7</b>	<b>\$ 43,962.73</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>
Salary	40,267.91	41,586.90	42,905.89	44,224.88	45,543.86	46,862.85	48,181.84
TSS Indexed	3,581.10	3,698.40	3,815.70	3,933.00	4,050.30	4,167.60	4,284.90
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 8</b>	<b>\$ 45,399.01</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>
Salary	41,586.90	42,905.89	44,224.88	45,543.86	46,862.85	48,181.84	49,500.83
TSS Indexed	3,698.40	3,815.70	3,933.00	4,050.30	4,167.60	4,284.90	4,402.20
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 9</b>	<b>\$ 46,835.30</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>
Salary	42,905.89	44,224.88	45,543.86	46,862.85	48,181.84	49,500.83	50,819.81
TSS Indexed	3,815.70	3,933.00	4,050.30	4,167.60	4,284.90	4,402.20	4,519.50
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 10</b>	<b>\$ 48,271.59</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>

**SCHEDULE 2 – SALARY SCHEDULE**

2016-2017 (Page 2)

	BA	BA+12	BA+24	MA(BA+36)	MA+12	MA+24	MA+36
Salary	44,224.88	45,543.86	46,862.85	48,181.84	49,500.83	50,819.81	52,138.80
TSS Indexed	3,933.00	4,050.30	4,167.60	4,284.90	4,402.20	4,519.50	4,636.80
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 11</b>	<b>\$ 49,707.88</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>	<b>\$ 58,325.60</b>
Salary	45,543.86	46,862.85	48,181.84	49,500.83	50,819.81	52,138.80	53,457.79
TSS Indexed	4,050.30	4,167.60	4,284.90	4,402.20	4,519.50	4,636.80	4,754.10
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 12</b>	<b>\$ 51,144.16</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>	<b>\$ 58,325.60</b>	<b>\$ 59,761.89</b>
Salary	46,862.85	48,181.84	49,500.83	50,819.81	52,138.80	53,457.79	54,776.78
TSS Indexed	4,167.60	4,284.90	4,402.20	4,519.50	4,636.80	4,754.10	4,871.40
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 13</b>	<b>\$ 52,580.45</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>	<b>\$ 58,325.60</b>	<b>\$ 59,761.89</b>	<b>\$ 61,198.18</b>
Salary	48,181.84	49,500.83	50,819.81	52,138.80	53,457.79	54,776.78	56,095.76
TSS Indexed	4,284.90	4,402.20	4,519.50	4,636.80	4,754.10	4,871.40	4,988.70
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 14</b>	<b>\$ 54,016.74</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>	<b>\$ 58,325.60</b>	<b>\$ 59,761.89</b>	<b>\$ 61,198.18</b>	<b>\$ 62,634.46</b>
Salary	49,500.83	50,819.81	52,138.80	53,457.79	54,776.78	56,095.76	57,414.75
TSS Indexed	4,402.20	4,519.50	4,636.80	4,754.10	4,871.40	4,988.70	5,106.00
TSS Stipend	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 15</b>	<b>\$ 55,453.03</b>	<b>\$ 56,889.31</b>	<b>\$ 58,325.60</b>	<b>\$ 59,761.89</b>	<b>\$ 61,198.18</b>	<b>\$ 62,634.46</b>	<b>\$ 64,070.75</b>
Salary		52,138.80	53,457.79	54,776.78	56,095.76	57,414.75	58,733.74
TSS Indexed		4,636.80	4,754.10	4,871.40	4,988.70	5,106.00	5,223.30
TSS Stipend		1,550.00	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 16</b>		<b>\$ 58,325.60</b>	<b>\$ 59,761.89</b>	<b>\$ 61,198.18</b>	<b>\$ 62,634.46</b>	<b>\$ 64,070.75</b>	<b>\$ 65,507.04</b>
Salary			54,776.78	56,095.76	57,414.75	58,733.74	60,052.73
TSS Indexed			4,871.40	4,988.70	5,106.00	5,223.30	5,340.60
TSS Stipend			1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 17</b>			<b>\$ 61,198.18</b>	<b>\$ 62,634.46</b>	<b>\$ 64,070.75</b>	<b>\$ 65,507.04</b>	<b>\$ 66,943.33</b>
Salary				57,414.75	58,733.74	60,052.73	61,371.71
TSS Indexed				5,106.00	5,223.30	5,340.60	5,457.90
TSS Stipend				1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 18</b>				<b>\$ 64,070.75</b>	<b>\$ 65,507.04</b>	<b>\$ 66,943.33</b>	<b>\$ 68,379.61</b>
Salary				58,733.74	60,052.73	61,371.71	62,690.70
TSS Indexed				5,223.30	5,340.60	5,457.90	5,575.20
TSS Stipend				1,550.00	1,550.00	1,550.00	1,550.00
<b>Step 19</b>				<b>\$ 65,507.04</b>	<b>\$ 66,943.33</b>	<b>\$ 68,379.61</b>	<b>\$ 69,815.90</b>

### SCHEDULE 3 – NURSE SALARY SCHEDULE

	RN	RN+30
Step 1	\$26,379.75	\$27,931.50
Step 2	\$27,500.89	\$29,118.59
Step 3	\$28,622.03	\$30,305.68
Step 4	\$29,743.17	\$31,492.77
Step 5	\$30,864.31	\$32,679.86
Step 6	\$31,985.45	\$33,866.94
Step 7	\$33,106.59	\$35,054.03
Step 8	\$34,227.73	\$36,241.12
Step 9	\$35,348.87	\$37,428.21
Step 10	\$36,470.00	\$38,615.30
Step 11	\$37,591.14	\$39,802.39
Step 12	\$38,712.28	\$40,989.48
Step 13	\$39,833.42	\$42,176.57
Step 14		\$43,363.65

**SCHEDULE 4 - SUPPLEMENTAL PAY SCHEDULE  
2016-2017**

**POSITION**

High School Activities Director	18%
Middle School Activities Director	7%

Head Coaching Positions

Football, Basketball and Wrestling	15%
Softball, Baseball and Volleyball	13%
Track	11%
Golf, Tennis, Cross Country, and Soccer (Girls and Boys combination not to exceed 13%)	9%

Assistant Coaching Positions

Football, Basketball and Wrestling	8%
Softball, Baseball and Volleyball	7%
Track	6%
Golf, Tennis, Cross Country and Soccer	4%

(If one person serves in two assistant positions in the same sport, the % is not to exceed the % of the head coach.)

Middle School Coaching Positions

All positions except Golf, Tennis, Cross Country and Soccer	6%
Golf, Tennis, Cross Country and Soccer	4%

Cheerleading Sponsors

Competition Squad	7%
Varsity Football	3%
Assistant Football	2%
Winter Sponsor	2%
Middle School Football	2%
Middle School Wrestling	2%

Other Supplemental Positions

Instrumental Music Director, Vocal Music Director	14%
Assistant Instrumental Music Director, Assistant Vocal Musical Director	7%
Head of Summer Instrumental Music Lessons, Head of Summer Vocal Music Lessons	15%
Assistant for Summer Instrumental Music Lessons, Assistant for Summer Vocal Music Lessons	7%
Head Drill Team Sponsor	8%
Assistant Drill Team Sponsor	6%
Middle School Drill Team Sponsor	4%
Debate Sponsor	7%
Speech and Drama Director (per production or program*)	7%
Assistant-Speech and Drama Director (per production or program*)	3%
Building Assistance Team Chair	3%
Building Assistance Team Member	2%
Club Sponsor	3%
FFA Sponsor	11%
Middle School Yearbook	3%

Class Sponsor	2%
Senior Class Sponsor	3%
Junior Class Sponsor	4%
Yearbook Sponsor	7%
School Newspaper	5%
Weight Training Program	9%
Home School Advisor (for 5 or fewer students; \$150 per student over 5)	6%
MOC Coordinator \$75 per student	
School-Career Coordinator	3%
7-12 ELP Advisor	5%
Computer Trouble Shooter	6%
Media Production Coordinator	11%
Site Manager	\$3,583
Head Class Advisor	\$3,257

\*For example-a school play, school musical, large group speech and small group speech

1. All percentages figured on the B.A. level at step the individual placed in the system.
2. Five (5) years maximum brought into the system.
3. Tenth (10<sup>th</sup>) step maximum on the Salary Schedule.
4. Coaches are to be paid according to his/her experience, regardless sport to be coached.

2 Extra Duty Assignments

Conferences Pass or \$40

Subsequent Extra Duty Assignments	\$20 per event
Teaching Staff Development	\$25 per hour
Extended Teaching of Students	\$23 per hour
Attending Staff Development	\$18 per hour

## LETTER OF UNDERSTANDING (STAFF REDUCTION)

The following examples are to illustrate the meaning of Article 7, Procedures for Staff Reduction, Section F Recall Procedures, Paragraph 1.

“Employees who are reduced under this Article or who resign for reduction reasons shall be eligible for recall to available positions of lesser or equal full-time equivalency within the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination.”

Example 1: Employee A is employed in a 1.0 F.T.E. position as a 1st grade regular classroom teacher. A is terminated effective at the end of the school year in 1995-96. A is eligible for recall to any part-time or full-time position as a EK-6 regular classroom teacher until the end of the 1997-98 school year.

Example 2: Employee B is employed in a .5 F.T.E. position as a Kindergarten teacher. B is terminated effective at the end of the school year in 1995-96. B is eligible for recall to positions of .5 or less F.T.E. as a EK-6 regular classroom teacher until the end of the 1997-98 school year. B is not eligible for recall to 1.0 F.T.E. positions unless B qualifies under the next sentence.

“However, if the employee held a position in the District of greater full-time equivalency in that classification at any time during his/her employment with the District, the employee shall be eligible for recall to available positions for the greater equivalency in the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination.”

Example 3: Same situation as Example 2 except that Employee B was employed as a 1.0 F.T.E. 3rd grade teacher in 1985-86. B is eligible for recall to any part-time or full-time position as a K-6 regular classroom teacher until the end of the 1997-98 school year.

Example 4: Employee C was employed as a 1.0 F.T.E. 9-12 Science teacher in 1985-86. Employee C is employed as a .5 F.T.E. 7-12 Mathematics teacher in 1995-96. C is terminated effective at the end of the 1995-96 school year. C is eligible for recall to a .5 or less F.T.E. as a 9-12 Mathematics teacher. C is not eligible for recall to a Science position nor is C eligible to a Math position of greater than .5 F.T.E.

“If an employee is recalled to a position with less full-time equivalency than he/she held at the time of termination, the employee retains recall rights for the two-year period to a position of equal full-time equivalency.”

Example 5: Employee A from Example 1 is recalled in 1995-96 for a .5 Kindergarten position. A is still eligible for recall to a 1.0 EK-6 regular classroom position until the end of the 1996-97 school year.

Example 6: Employee B from Example 3 is recalled to a .5 F.T.E. Kindergarten position in 1995-96. B is still eligible for recall to a 1.0 EK-6 regular classroom position until the end of the 1996-97 school year. (Although B had a .5 position at the time of reduction and is restored to the same equivalency, B is eligible for recall to a 1.0 F.T.E. position because of former employment as 1.0 F.T.E. in the classification.)

Example 7: Employee A from Example 1 (1.0 F.T.E.) is terminated effective at the end of the 1994-95 school year. Employee B from Example 3 (.5 F.T.E. with prior 1.0 F.T.E. experience in the same classification) is also terminated effective at the end of the 1994-95 school year. Employee B is more senior. Employee B will be recalled before Employee A.

## **LETTER OF UNDERSTANDING (TEACHER LEADERSHIP AND COMPENSATION)**

This letter pertains to the Instructional Coach position as described in the Ballard Teacher Leadership and Compensation (TLC) Plan submitted October, 2015. Instructional Coaches are teachers released from the classroom 100% of the time. Applicants for the position must be current Ballard teachers with three or more years of experience. To reduce the perceived risk of leaving a classroom position for the Instructional Coach position that is relatively unknown to teachers, an assurance has been established.

Instructional coaches who choose to return to the classroom after one year in a coaching role will be given the classroom position they left. This assurance will remain in place for the first three years of TLC implementation, through the 2018-2019 school year. Instructional coaches who want to return to the classroom after two or more years in a coaching role or after the 2018-2019 school year are assured of a teaching position that they are licensed for, but not necessarily the classroom position they left.

Furthermore, a teacher who leaves the classroom for an Instructional Coach position will accrue years of service (seniority) in the same manner as a classroom teacher. Step advancement on the salary schedule will continue at one step per year during their tenure as Instructional Coach. The stipend paid to Instructional Coaches would cease upon the teacher's return to the classroom.