

Appendix F

APPLICABILITY

This appendix is applicable to employees represented by the Marshalltown Education Association. This includes teachers, counselors, librarians, school nurses and special resource personnel.

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LEAVES OF ABSENCE

SICK LEAVE

- (a) At the beginning of each school year, a total of 15 days of current sick leave allowance shall be credited to each employee. In the event of personal illness or injury, the employee will continue to receive pay at his/her regular rate until his/her sick leave is exhausted. Unused sick leave days shall be accumulated from year to year to a maximum of 140 days, from all sources.
- (b) Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the employee's then current level. For these employees, the maximum accumulation of sick leave shall be reduced through usage until such time as the employee's accumulated sick leave is equal to or less than one hundred forty (140) days.
- (c) An employee's combined current and unused sick leave accumulation shall never exceed the maximum sick leave accrual limit as specified in subparagraphs (a) and (b) above.
- (d) All absences for sick leave must be reported to the employee's supervisor no later than 6:30 a.m. on the day of the absence.
- (e) If an employee is absent for three or more consecutive days, a medical note may be required in order to return to work.
- (f) Sick leave must be taken in 2 hour increments.

IMMEDIATE FAMILY ILLNESS

For the purpose of administering to the medical needs of relatives, all employees shall be allowed an aggregate of 15 school days in any one school year in the case of (1) hospitalization of the Employee's spouse, parent, spouse's parent, child, sister, brother, grandparent, grandchild, stepchild and/or foster child residing with the employee as a regular member of the employee's household, spouse's sister or brother, or the Employee's son-in-law or daughter-in-law, (2) outpatient surgery or major diagnostic or treatment procedures (such as, but not limited to, chemotherapy, radiation, dialysis, upper or lower gastro-intestinal tests, etc.) performed on any of the pre-mentioned relatives, (3) post-operative care or extended care placement, including hospice, with respect to any of the pre-mentioned relatives, immediately following and associated with each outpatient surgery or major diagnostic or treatment procedures performed on each pre-mentioned relative, and (4) to administer at home to the needs of the employee's sick minor child or children.

If a question should arise during the school year as to the necessity for the employee's presence in connection with the medical procedures contemplated by the foregoing immediate family illness leave provisions, the decision of the relative's physician regarding such matters shall be controlling.

Absences for the first ten days would be without loss of pay and shall not be charged to the employee's accrued days of sick leave. In the case of absences in excess of ten days in any one

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school year, the employee shall reimburse the District with respect to each day of absence in an equal amount to the then daily pay for a substitute teacher in the Marshalltown Community School District. This reimbursement shall be made regardless of whether a substitute is utilized or not. Travel time to and from the immediate family member is not included in the definition of “administering to the needs” of relatives.

Immediate family illness must be taken in 2 hour increments.

MATERNITY LEAVE

- (a) Paid sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of the maternity leave, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.
- (b) A leave of absence beyond the specified period of maternity leave for pregnancy and childbirth may, but need not, be granted without salary or sick leave benefits for a period not to exceed one year.
- (c) If the date for the resumption of duties following an extended leave of absence as referred to in subparagraph (b) above would interfere with the administration of the school or the continuity of the educational process, the requested date may be changed by the Superintendent to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

PERSONAL LEAVE

- (a) All Employees shall be granted two paid personal leave days during each school year; all unused personal leave days shall be accumulated from year to year to a maximum of **five (5) days**. Certified staff on Steps 26 and 27 of the salary schedule will be granted one additional paid personal leave day each year. This day must be taken during the school year for which the additional day was granted.
- (b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-school hours or on non-school days. Personal leave shall be at the discretion of the Employee but in order to assure adequate staffing of the school, any Employee desiring personal leave shall submit a request for the same to the Employee's principal at least five (5) days in advance of the request leave day. In the case of an emergency, permission for such leave may be sought in person or by phone **or email** to the principal upon the Employee's return. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the principal will honor such request, based up on the availability of adequate substitutes on a first come, first serve basis.

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- (c) While ordinarily, in the absence of an emergency, personal leaves will not be granted for:
 - (i) the first ten (10) student contact days and the last ten (10) contact days each school year; (ii) the day immediately preceding or the day immediately following a holiday; or (iii) the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. When requests for leaves on such days have been submitted to the Employee's supervisor 30 or more days in advance, the supervisor will determine if the leave is approved. Such requests will be considered so long as the number of requests for one day do not cause a staffing problem within any school. In the event of such a problem, such requests will be honored based upon the availability of adequate substitutes on a first come, first serve basis. If the day is requested within 30 days, the Superintendent or their designee will make the determination. No personal leave of absence shall be allowed or recognized during any form of a work stoppage.
- (d) Personal leave must be taken in 2 hour increments.

JURY DUTY LEAVE

- (a) Any Employee called for jury service shall be entitled to jury duty leave for the days the Employee has been summoned. The Employee shall receive for each day of jury service the difference between the Employee's normal salary for that day and the compensation received for such jury service.
- (b) Subject to the exception set forth in subparagraph (c) below, any Employee subpoenaed for a court appearance in a judicial proceeding in which neither the Employee nor the Association is a party shall be entitled to Jury Duty Leave as provided in Section (a) above.
- (c) Any Employee who is a party to a criminal or civil litigation arising out of and in the course of his or her school employment shall be entitled to Jury Duty Leave for all subpoenaed court appearances under the provisions of subparagraph (a) above.

LEAVE FOR ASSOCIATION ACTIVITIES

When arrangements are made at least one week in advance, a leave may be granted by the Director of Human Resources to permit not more than seven (7) employees to be gone for not more than two (2) days each during each school year in order to attend the Iowa State Education Association delegate assembly. Leaves without loss of pay and substitutes for four (4) of such employees shall be provided by the Board and substitutes for any number of employees in excess of four (4) shall be provided by the Association. An aggregate of ten (10) days of leave will be allowed during the school year for other Association business, provided a substitute is available for any employee desiring such leave. Such leave shall be without loss of pay, but the Association shall reimburse the District for the substitutes for the first five (5) days of such leave. All employees will be expected to pay their own travel and meeting expense.

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A leave of absence without pay for up to three (3) years may be granted to any employee for the purpose of serving as a duly elected officer of the Iowa State Education Association or the National Education Association. Upon return to employment following the completion of such leave, any sick leave and any unused personal leave accrued by the employee prior to such leave shall be reinstated and the employee shall resume the same position on the salary schedule as they occupied at the commencement of such leave.

Members of the Association's bargaining committee, consisting of not more than seven (7) employees, including the Association President or his/her designee, shall be granted paid leaves of absence for the purpose of attending any meetings with a mediator or arbitrator held during regular school hours which relate to impasse procedures. The Board shall be reimbursed by the Association for the cost of the substitutes for such employees.

PROFESSIONAL LEAVE

Attendance at educational meetings or visiting other schools to observe specific programs may be permitted without loss of pay (and substitutes shall be provided by the Board) if such absence is approved by the principal and superintendent or designee. If any employee wishes to be absent from duty for a brief period to attend a professional meeting or to visit other schools to observe specific programs, a written request for approval of such absence must be submitted to the principal at least three (3) school days prior to the anticipated absence. Employees attending such meetings shall pay their own expenses unless attendance at such meeting is required by the Board or unless, in accordance with past practice, such expenses are covered, in whole or in part, by funds from the Building Budget Allocation.

BEREAVEMENT LEAVE

In the case of a death in an employee's immediate family, the employee shall be granted permission to be absent from duty for not more than five (5) school days for attendance at the funeral and for any other purpose directly arising out of the death. For the purpose of the foregoing, an employee's immediate family is defined as the employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, spouse's parents, and a spouse's child by a former marriage.

In the case of the death of the grandparents or grandchildren of the employee and his/her spouse, and the spouse's brothers and sisters, the employee shall be granted permission to be absent from work for not more than two (2) days in order to permit the employee to attend the relative's funeral.

In the case of the death of the uncle, aunt, nephew, niece, or first cousin of the employee and his/her spouse or the employee's brother-in-law or sister-in-law, the employee shall be granted permission to be absent from work for not more than one day in order to permit the employee to attend the relative's funeral.

One (1) additional day of bereavement leave will be granted in each of the above situations if the relative's funeral takes place outside the State of Iowa.

No deduction of pay shall be made for absences due to bereavement leave.

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EDUCATIONAL IMPROVEMENT LEAVE

A leave of absence without pay may be granted for a maximum period of one year to permit an employee who has served a minimum of five full school years in the Marshalltown Community School District to pursue a course of advanced study within his/her area of professional competence. All educational improvement leaves must be approved by the Board. No employee on an educational improvement leave will accrue credit for the period of absence for purposes of advancing on the salary schedule.

ADOPTION LEAVE

- (a) An employee may be granted a paid leave of absence, not to exceed a total of ten (10) consecutive working days, in the case of the employee adopting a child. Such paid leave days shall be charged to the employee's accrued sick leave.
- (b) Application for a leave of absence due to an adoption shall be submitted in writing by the employee to the building principal and to the Director of Human Resources as far in advance of the contemplated leave period as possible. Such application shall state whether or not the employee plans to work up to the time the child arrives and whether the employee plans to return to work following arrival of the child.
- (c) A leave of absence beyond the ten (10) day period referred to in subparagraph (a) above may, but need not, be granted without salary or sick leave benefits for a period not to exceed one year.
- (d) If the date for the resumption of duties following an extended leave of absence as referred to in subparagraph (c) above would interfere with the administration of the school or the continuity of the educational process, the requested date may be changed by the Director of Human Resources to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

LEAVE WITHOUT PAY

Absence without pay may be authorized by the Director of Human Resources for purposes which are considered urgent and necessary. For such absences, deductions from the employee's salary will be made.

The employee shall email their request for authorization at least ten days in advance of the occurrence or, if advance notice is not possible, not later than ten days after the occurrence.

Upon written request, for the purpose of vacation or recreation, certified employees may be allowed a maximum of two days each school year; cumulative to a total of four days.

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DISCRETIONARY LEAVE

In the event of a life threatening or catastrophic medical situation (intensive care, final stages of an incurable disease, or incapacitating illness) incurred by an employee, an employee's spouse, an employee's child or an employee's stepchild living with said employee as a regular member of the employee's household, the employee may, after exhausting all other applicable leaves, apply to the Superintendent or his/her designee for paid leave not to exceed 20 contract days in any one school year. In the event of such leave, the employee will be responsible for reimbursing the District for each day of such absence in an amount equal to the then daily pay for a substitute teacher in the Marshalltown Community School District, which reimbursement will be made irrespective of whether or not the Employee is in a position for which a substitute is required.

PROFESSIONAL CONDUCT AND ETHICS

The Code of Professional Conduct and Ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code chapter 272. All licensed employees must adhere to these standards. They can be found online at the following webpage: https://boee.iowa.gov/sites/default/files/boee_brochure_two_page_handout_current_rev.01.20.21.pdf

MANDATORY TRAINING

All employees represented by the Marshalltown Education Association (MEA) must maintain current, valid certificates of Dependent Adult Abuse Mandatory Reporter Training and Child Abuse Mandatory Reporter Training. This can be taken online through the Department of Human Services at no cost to the employee. Certificates are valid for three years based on the certificate expiration date. More information can be found here: <https://dhs.iowa.gov/child-welfare/mandatoryreporter>

Other training may be assigned by the MCSD administration through the SafeSchools online training program, live training sessions, or other training platforms. Examples of other mandatory trainings include, but are not limited to, the following: Bloodborne Pathogens, ALICE, ACES, Suicide Prevention and Postvention, Right to Know, Overview of Requirements for Seclusion and Restraint (103B). Employees are required to complete all assigned trainings.

EMPLOYEE HOURS AND LOAD

- (a) Employees performing more than two (2) supervisory assignments per school year, whether required or by mutual consent, shall receive compensation, for each assignment in excess of two (2), at the rate of not less than \$15.00 or not more than \$35.00 for each such assignment. If it is necessary to require an Employee to fill more than two (2) assignments per school year, as much advance notice as is reasonably possible will be given to the Employee involved. The administration shall, over a reasonable period of time, attempt to equalize as much as practicable among all Employees involved the aggregate time devoted to supervisory assignments.

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- (b) Employees desiring to work paid assignments may do so without limitation, but the Board reserves the right to select the Employees who are to perform such assignments.

EARLY RELEASE

Certified staff may leave their buildings as soon as the students are safely away from the school the last school day prior to Thanksgiving break and the last school day prior to the winter break.

REDUCTION OF STAFF

Section 1

- (a) For purposes of this section, seniority shall be defined as the total number of consecutive years of full-time and part-time employment by the Marshalltown Community School District; provided, however, that seniority shall be accrued on a pro-rata basis (full-time equivalency) for all part-time employees. Seniority shall commence as of the first day of performance of services for the Board under an employment contract and will not accrue during summer school employment nor during any period of lay-off. Seniority shall not be interrupted by periods of approved leaves of absence so long as the employee has performed services on a regular basis during the equivalent of at least one full semester during the school year. In all other cases, seniority shall not be broken by an approved leave of absence but no additional seniority shall accrue during such period of leave.
- (b) Seniority shall apply in the employment areas referred to in Section 2(e) below and in determining such seniority in the case of Employees who have transferred, for any reason, on a permanent basis, from one employment area to another, seniority shall be retained and shall continue to accrue in the former employment area and shall also accrue in the new employment area, all for a period of five (5) years and upon completion of the fifth year of service in the new employment area, all seniority shall be transferred to and shall apply only in the new employment area.

Section 2

When in the sole, exclusive and final judgment of the Board, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the Administration, given the necessity to hire and/or maintain the most competent and qualified staff available, in the interests of perpetuating the highest quality educational program possible, shall make such reduction, primarily on the basis of seniority, subject to the Board's right to deviate in order to maintain existing programs, in accordance with the following procedure:

- (a) Employees with emergency and/or temporary certificates will be the first to be laid off. If the reduction at this step is insufficient to accomplish the needed reduction--
- (b) Part-time employees will be the next to be laid off, irrespective of the amount of accrued seniority. If the reduction at this step is insufficient to accomplish the needed reduction--

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- (c) Employees who are not in good evaluative standing. This is defined as employees who receive a composite rating of “no” or “does not meet standards” on their most recent evaluation.
- (d) Employees in the area(s) where the reduction is needed shall be laid off in accordance with their seniority, as defined below.
- (e) For purposes of this “Reduction of Staff,” employees with less than three full years of employment by the Marshalltown Community School District shall not acquire seniority and may be laid off or terminated at the discretion of the Board unless such employee has previously completed a probationary period of employment for another school district in Iowa, in which event such employee with less than one full year of employment in the Marshalltown District shall not acquire seniority and may be laid off or terminated at the discretion of the Board. Upon completion of the Employee's probationary period (whether for three years or one year), seniority shall be recognized on a retroactive basis back to the first day of performance of services as specified above.
- (f) Seniority shall apply system-wide within each employment area. The areas of employment are:
 - 1. Elementary Classroom/Middle School Endorsed (K-8)
 - 2. Secondary Departments (7-12). (Each of the secondary departments, e.g., Language Arts, Mathematics, Science, Social Studies, Foreign Languages, Industrial Technology, Family Consumer Science, Business Education and Career and Technical Education are separate employment areas). (Must meet state certification requirements).
 - 3. Early Childhood
 - 4. Special Reading
 - 5. Elementary School Counselor (K-6)
 - 6. Secondary School Counselor (7-12)
 - 7. Elementary Media Specialist (including librarian and audio-visual personnel) (K-6)
 - 8. Secondary Media Specialist (including librarian and audio-visual personnel) (7-12)
 - 9. School Nurses
 - 10. Teachers of Special Disabilities
 - 11. Vocal Music (K-6); (7-12)
 - 12. Instrumental Music
 - 13. Physical Education (K-6); (7-12)
 - 14. Art (K-6); (7-12)
 - 15. English-as-a-Second Language (ESL) Instructor
 - 16. Secondary Health (7-12)
 - 17. Individual Assistance Center (7-12)
 - 18. Talented and Gifted (K-6); (7-12)
- (g) In the event that a reduction will occur between or among employees who have equal seniority, the following procedures will be utilized to determine the employees to be laid

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off:

1. The employee with the lesser degree will be laid off first.
 2. As between employees with the same degree, the employee with the fewer additional approved hours of credit will be laid off first.
 3. Any further necessary reductions will be based upon the relative skill, ability, competence and qualification of the Employees involved and the judgment of the Board will be determinative.
- (h) Employees laid off in accordance with the foregoing procedures shall be entitled to recall rights in accordance with the provisions of Section 3 hereof; provided, however, that probationary, temporary and regular part-time employees shall have no recall rights. (For the purposes of this provision, a "regular part-time employee" is any part-time employee other than one who formerly was a full-time employee and who has been reduced to a part-time position as a result of a reduction in staff).
- (i) In applying the layoff procedures described above, an employee's extracurricular assignments may be taken into account in determining whether or not his/her continued employment is necessary in order to maintain an existing program.
- (j) The seniority list will be distributed annually and electronically to all principals and the Association. The seniority list shall include the employee's name, employment area, date of employment and number of years of seniority accrued.

Section 3

Any employee laid off pursuant to the foregoing section, other than those excluded from recall rights under Section 2(g) above, shall, for a period of two years following the effective date of lay-off, be entitled to be recalled to the position which he/she vacated or to any other position which becomes available provided the employee has previously performed such other position as a regular, full-time assignment and is also qualified to perform all extracurricular aspects of such other vacant position. Subject to the preceding sentence, recall shall be made in the inverse order of seniority. Any employee recalled to an available position shall notify the Board in writing of his/her acceptance of the position not later than ten (10) calendar days after receipt of a certified mail letter from the Board notifying him/her of such recall, unless such notification is received by the employee between August 15 and the commencement of school, in which event the employee must notify the Board in writing of his/her acceptance of this recall within five (5) calendar days after receipt of such notification. Failure of the employee to notify the Board of his/her acceptance of the recall shall be deemed to be a rejection of the same and the employee shall have no further recall rights.

Section 4

The Board shall provide written notice to the Association and to each employee who may possibly be affected by reduction no later than April 30 preceding each school year.

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Section 5

All employees who are recalled shall, upon such recall, have seniority rights and all unused sick leave and personal leave accrued by him/her prior to lay-off reinstated and shall resume the same position on the salary schedule as he/she occupied at the time the lay-off began. For purposes of this provision, a lay-off begins as of the first day of the school year following the written notice referred to in Section 4 above.

EMPLOYEE EVALUATION

Section 1

During the term of this Agreement, evaluation of teachers shall be accomplished by utilizing exclusively the teacher evaluation procedures developed cooperatively during the 2004-2005 school year, as set forth in the Teacher Evaluation Process. No modification shall be made in these procedures during the term of this Agreement without full and complete discussion between the Administration and representatives of the Marshalltown Education Association.

Section 2

Prior to September 15, the building principal or the principal's designee shall acquaint each employee assigned to the site with the revised evaluation process. A printed booklet on the evaluation process will include information on procedures, criteria, and instruments, and will be distributed to all employees. No formal observations shall take place until at least five (5) days after such notification.

Section 3

First and second year employees on initial licenses will be formally observed at least three (3) times during the school year. The Comprehensive Summative Evaluation form will be used as the evaluation tool for all first and second year beginning teachers on initial license.

Employees new to the District but not on an initial license will be observed at least three (3) times during their first year of employment. The Comprehensive Summative Evaluation form will be used as the evaluation tool for their first year. After they successfully complete their first year, they are evaluated at least once during each three years of employment.

Section 4

All career teachers in the District will participate in a Performance Review at least once during each three years of employment and in annual reviews regarding individual career development plans. At least one formal observation will be held as part of the Performance Review.

Section 5

Comprehensive Evaluation Forms and Performance Reviews shall be in writing. Three (3) copies

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of each form shall be signed by the evaluator and the employee. Each shall receive a copy, and one copy shall be sent to the Office of Human Resources and placed in the employee's personnel file. Signature of the employee shall indicate awareness of the contents, but not necessarily indicate agreement. If an employee does not agree with the contents of the formal evaluation summary, he or she may file a written response. The response shall be signed by the employee and the evaluator to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary. Under no circumstances shall the content of a formal evaluation summary be subject to the grievance procedure under this handbook appendix except as may be permitted under Section 279.14(2) of the Code of Iowa, as construed by the Iowa Supreme Court in the case of Waterloo Community School District v. Public Employment Relations Board, 650 N.W.2d 627 (Iowa 2002).

Section 6

A conference will be held with the employee before submitting a written evaluation summary to the central office. Conferences shall be held with each employee experiencing a comprehensive evaluation or a performance review.

Section 7

An employee may review the materials contained in his/her personnel file provided that the superintendent or designee is present. A representative of the Association, at the employee's request, may accompany the employee in this review. Confidential credentials and letters of recommendation shall be exempt from review. The employee shall have the right to respond in writing or to reproduce any evaluation material contained in the personnel file.

TRANSFERS

Section 1

Changes in assignment may be made by the Superintendent but may be initiated by other administrative staff members. Such changes in assignment should reflect the best interest of the school district first and the convenience of the employee second. All such re-assignments shall be made with the full knowledge of all parties related to the transfer. In the event of an involuntary transfer, the employee shall meet with a representative of the administration and, if the employee desires, a representative of the Association and the reasons for such transfer shall be explained to the employee prior to the transfer being made. As used in this section, the term "transfer" refers to changes in building assignment and not to changes in grade and/or subject assignment within the same building. Changes of the latter nature may be made by the administration after consultation with the employees affected by the change.

Section 2

Employees may apply for a change in grade and/or subject assignment. Transfer to another building may also be requested. Such applications shall be made online by submitting an internal application via the job posting on the district website or www.teachiowa.gov. Any re-assignments or transfers made as the result of such requests shall be made with the full knowledge of all parties related to the

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re-assignment or transfer.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1

Employees holding a Standard License (previously known as an Educational License) or a Master Educator License (previously known as a Professional License) from the Iowa Board of Educational Examiners shall comply in all respects with the credit requirements of the Board of Educational Examiners in order to remain at all times in compliance with the standards of such Board. All other licensed employees holding a Permanent Professional License shall complete at least five (5) semester hours of college credit acceptable to the Board and to the Board of Educational Examiners once every ten (10) years.

Failure to comply with the above requirements will cause the employee to forfeit further advances on the salary schedule. If the employee is already on the highest step of the schedule in the training bracket, he or she will automatically drop back one step on the schedule and remain there until the requirement has been completed; provided, however, that the provisions of this sentence shall have no application with respect to Employees who have reached the top salary step of the "MA+30," "MA+45" and "Ph.D" categories.

Section 2

Staff members must verify all professional study by the presentation of official records or transcripts. Reclassification on the salary schedule must be requested and verified by August 15 of each school year; provided, however, that if the official records or transcripts are not available by that date, a written statement from the employee that courses have been satisfactorily completed will be accepted, subject to verification by the Administration not later than September 10 of each school year. Board-approved lane changes will be processed and contracts will be reissued by September 25 so that the September payroll includes lane changes.

Section 3

All graduate level courses used for the purpose of moving across the salary schedule must be pre-approved by the Superintendent or Superintendent's designee for rigor and appropriateness before the course work has begun.

TEACHER COMPENSATION – SINGLE SALARY SYSTEM

Section 1

The funds formerly distributed as Salary Supplement (Phase II) and Teacher Compensation Allocation (Teacher Quality) are now included in the monthly state aid payments to the school district as Teacher Salary Supplement (TSS). In accordance with Iowa Code, Section 284.3A,

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subsection 2, TSS funds shall be combined with regular wages to create one combined salary schedule, in the form of the schedule included in the Master Contract. In addition, there are additional schedules reflecting regular salaries, other than TSS funds and a schedule setting forth both regular wages and TSS wages.

Section 2

The TSS schedule and payments shall be determined as follows:

- a) Minimum salaries for first year beginning teachers, second year beginning teachers and Career I teachers will be paid from the District's annual TSS allocation according to the salary provision of the law.
- b) Any remaining funds from the District's allocation will be distributed according to the following formula: Seventy percent (70%) of the allocation will be indexed and thirty percent (30%) will be distributed equally among the FTEs on a pro rata (not per capita) basis.
- c.) Contracts issued under Section 279.13 in the spring for the upcoming school year will include estimated TSS amounts. The District will redistribute the TSS salary amounts on or around the 15th of September each year using the current eligible staff step and lane placement following board approval of lane advancements effective for that school year. The intent is to distribute the annual allocation each school year to current staff with a minimal carryover balance at the end of each fiscal year.