

AGREEMENT BETWEEN

ALDEN EDUCATION ASSOCIATION

AND

BOARD OF DIRECTORS - ALDEN COMMUNITY SCHOOL DISTRICT

2018-19 and 2019-20 SCHOOL YEARS

ARTICLE I	PREAMBLE		
ARTICLE II	RECOGNITION		
2.01.....Unit	2.02.....Definitions		
ARTICLE III	GRIEVANCE PROCEDURE		
3.01.....Definitions	3.02.....Procedure	3.03.....Level One - Informal	
3.04.....Level Two - Formal	3.05.....Level Three - Superintendent	3.06.....Level Four – School Board	
3.07.....Miscellaneous			
ARTICLE IV	EMPLOYEE HOURS		
4.01...Contract Days	4.02...Hours	4.03.....Meetings	4.04.....Holidays
ARTICLE V	SICK LEAVE		
5.01.....Accumulative Benefits	5.02.....Records of Accumulation		
5.03.....Use of Sick Leave Days	5.04.....Elongated Usage of Sick Leave	5.05.....Family Emergency	
ARTICLE VI	TEMPORARY LEAVE OF ABSENCE		
6.01.....Personal Leave	6.02.....Jury and Legal	6.03.....Association	
6.04.....Professional	6.05.....Bereavement Leave	6.06.....Adoption Leave	
ARTICLE VII	EXTENDED LEAVES		
7.01.....Association	7.02.....Military Leave		
7.03.....Extended Leave	7.04.....Superintendent’s Discretionary Leave		
ARTICLE VIII	HEALTH AND SAFETY PROVISIONS		
8.01.....Physical Fitness	8.02.....Use of Reasonable Force	8.03.....Protective Devices	
ARTICLE IX	IN-SERVICE TRAINING		
ARTICLE X	BASE WAGES AND SALARIES		
10.01.....Base Wage	10.02.....Salary for 2018-19		
10.03.....Education Pool Advancement	10.04.....Method of Payment	10.05.....Extended Contract Rate	
ARTICLE XI	SUPPLEMENTAL PAY		
11.01.....Extra-Curricular Activities	11.02.....Expenses of Traveling Employees		
11.03.....Supervision of Student Teachers	11.04.....Assigned Professional Activities		
ARTICLE XII	COMPLIANCE AND DURATION		
12.01.....Separability	12.02.....Notification		
12.03.....Duration Period	12.04.....Contract Costs		
12.05.....Signature Claus			

ARTICLE I:

PREAMBLE

The Alden Education Association, hereinafter referred to as the “Association,” and the Board of Directors of the Alden Community School District, hereinafter referred to as the “Board,” agree as follows:

ARTICLE II:

RECOGNITION

2.01 Unit

The Board recognizes the Association as the sole and exclusive bargaining representative for those employees of the Board designated in the PERB certification instrument issued in Case No. 1758 on October 6, 1980, which includes all full time and regular part time professional employees including classroom teachers, guidance counselor and librarian and such other special teachers as are included in the certification instrument, but excluding the superintendent, building principals, superintendent’s secretary, principal’s secretary, regular full time cooks, custodians, school bus drivers, bus mechanic, substitute teachers, teachers’ aides, library aides, temporary employees employed for a period of four (4) months or less, students working as part-time employees, and all persons excluded by Section 4 of the Public Employment Relations Act.

2.02 Definitions

- A. The term “Board” as used in this agreement shall mean the Board of Directors of the Alden Community School District or its duly authorized representatives or agents.
- B. The term “employees” as used in this agreement shall mean all professional employees in the bargaining unit as defined and certified by the Public Employment Relations Board.
- C. The term “Association” as used in this agreement shall mean the Alden Education Association or its duly authorized representatives or agents.

ARTICLE III:

GRIEVANCE PROCEDURE

3.01 Definitions

- A. Grievance
A grievance is a claim by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this agreement.
- B. Grievant
A “grievant” is the person or persons or the Association making the complaint.
- C. Party in Interest
A “party in interest” is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

3.02 Procedure

- A. Time Limits
The failure of an employee or the Association to act on grievance within the prescribed time limits herein will act as a bar to further appeal. An administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- B. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the party in interest or the school district, the time limits set forth herein may 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.

3.03 Level One - Informal

An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally.

3.04 Level Two - Formal

- A. If a grievance still exists, the aggrieved person may invoke the formal grievance procedure not later than twenty (20) school days after the event giving rise to the grievance by filing a written grievance on the form set forth in Schedule “C” hereof. The grievance form shall be available from the Association’s representative or the superintendent and be signed by the grievant and delivered to the appropriate principal or immediate supervisor.
- B. The appropriate principal or immediate supervisor shall answer the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the person filing the grievance.

3.05 Level Three - Superintendent

In the event that the grievance has not been satisfactorily resolved or if no disposition has been made, the grievant shall file within ten (10) school days of the principal’s written decision at Level Two a copy of the grievance with the superintendent. The superintendent or his designee shall meet with the grievant within ten (10) school days of the receipt of the grievance. Within ten (10) school days of the meeting of the parties, the superintendent or his designee shall give his disposition in writing and shall furnish a copy thereof the grievant. If no disposition of the grievance has been made within the time limits of this paragraph, the grievance shall be deemed denied and the grievant may transmit that grievance to Level Four within ten (10) school days of the date that the grievance is deemed denied.

3.06 Level Four –School Board

- A. If the grievance upon approval by the Association has not been satisfactorily resolved, the grievant may petition the school board to hear the grievance within ten (10) school days. The school board will hear the grievance at their next regularly scheduled school board meeting. The decision of the school board is final.

3.07 Miscellaneous

- A. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing and shall be transmitted promptly to the grievant.
- B. All the meetings and hearings concerning grievances shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives.
- C. A grievant may be represented at all stages of the procedure by himself/herself or at the option of the grievant by a representative of the Association. The Association shall be entitled to receive all decisions required in the grievance

- procedure at the times when such decisions are required to be furnished to the grievant.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.
 - E. It is agreed that any investigation of other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with or interruption of the instructional program a related work activities of the grievant or of the teaching staff.
 - F. No reprisals of any kind will be taken by the Board or school administration against any teacher because of his participation in a grievance under this article.
 - G. If the investigation or processing of any grievance requires that a teacher or an Association representative be released from regular assignment, that person shall be released without loss of pay or benefits for the time necessary for such investigation and processing shall be conducted so as to result in minimal interruption of the instructional program.

ARTICLE IV:

EMPLOYEE HOURS

4.01 CONTRACT DAYS

Contracts for returning teachers shall be 196 days which includes six (6) paid holidays, two (2) compensation days, and one hundred and eighty-eight (188) assigned work days.

Contracts for new teachers shall be 197 days that includes the same days as returning teachers plus one additional assigned workday. The additional assigned workday shall be paid at the teacher's per diem rate as outlined in Section 16.05.

4.02 HOURS

- A. A contract work day shall begin at 8:00 a.m. and end at 4:00 p.m., except on Fridays and days preceding holidays and vacation periods, when the work day for all employees shall end when the school buses depart from the Alden buildings.

A contract workday for part-time teachers shall begin fifteen (15) minutes prior to their first scheduled class and end fifteen (15) minutes after their last scheduled class.

- B. The workday will consist of no more than eight (8) hours per day and the hours shall be consecutive. However, four (4) teachers meetings can be scheduled beyond the regular workday without extra compensation. There will be a one (1) hour time limit on meetings.
- C. There shall be a minimum duty-free lunch period of thirty (30) minutes which occurs during the time frame beginning fifteen (15) minutes prior to when lunch is served to students and ending fifteen (15) minutes after lunch is served. An employee who is denied a thirty (30) minute duty-free lunch period by reason of the regular building schedule or who is assigned lunch room duty by the superintendent or his designee shall be reimbursed at the rate of Ten Dollars (\$10) per hour for such portion of the duty-free lunch period so denied or assigned.
- D. On contract days when, because of bad weather or other emergency closing, students are not required to be present, the employee need not be present. However, makeup days shall be scheduled by the Board and shall be assigned work contract days at no additional compensation for the employees.
- E. The workweek shall include the days of Monday through Friday and exclude the days of Saturday and Sunday.
- F. Employees may leave the building during their duty-free lunch period to attend to business that cannot be performed at other times upon notifying the principal of their destination. Employees may leave the building during the preparation period to attend to business that cannot be performed at other times at the discretion of the principal. Denial of permission to leave during such preparation period shall not be subject to the procedures outlined in Article III of this agreement.
- G. Employees shall be scheduled with a minimum of forty (40) minutes break time each day during the students' workday.

4.03 Meetings

Faculty meetings, except for those provided for in 4.02 B of this Article, shall be held during the employee workday, except in cases of emergencies.

If part time staff members are required to attend a faculty meeting outside of their regular workday, they will be compensated at their per diem rate.

4.04 Holidays

- A. All members of the bargaining unit shall be entitled to the following six (6) paid holidays:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Year's Day
 - e. Good Friday
 - f. Memorial Day

ARTICLE V

SICK LEAVE

5.01 ACCUMULATIVE BENEFITS

Each employee shall be entitled to sick leave days according to the following schedule:

First and subsequent years of employment in the District = 20 days per year.

Unused sick leave shall be accumulated from year to year with a maximum accumulation of one hundred fifteen (115) days. The maximum number of days available then would be ninety-five (95) days, plus twenty (20) days, or one hundred fifteen (115) days. Separation from employment shall cancel all unused accrued sick leave. However, rehiring within two (2) years of reinstatement under the staff reduction article of this contract shall reinstate sick leave days that had accumulated prior to separation or termination of employment.

5.02 RECORDS OF ACCUMULATION

Employees may examine records of accumulated sick leave days and accounting therefor on record with the superintendent's office.

5.03 USE OF SICK LEAVE DAYS

Sick leave days may be used in two hour increments for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy and child birth or contagious diseases:

- A. Which require the employee's confinement,
- B. Which render the employee unable to perform assigned duties, or
- C. When performance of assigned duties would jeopardize the employee's health or recovery.

5.04 ELONGATED USAGE OF SICK LEAVE

An employee desiring to utilize sick leave for a major illness (e.g. surgery or child birth) shall notify the superintendent or his designee in writing of the anticipated commencement and termination of sick leave as soon as those dates become known. The school board may require reasonable evidence confirming the necessity for such leave, including a medical examination by a physician of the Board's choice at the Board's expense. No sick leave shall be used for "voluntary" or "elective" surgery when said surgery can be accomplished at a time other than during the school year

5.05 FAMILY EMERGENCY

Up to eight (8) days of sick leave per employee may be used for a serious family illness or medical emergencies concerning employee’s spouse, child, parent, stepchild, parent-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, sibling-in-law, niece, nephew, aunt, uncle, any relative, or other members of the immediate household of the employee.

ARTICLE VI
TEMPORARY LEAVE OF ABSENCE

6.01 PERSONAL LEAVES

At the beginning of each school year the employee shall be granted three (3) days of paid personal leave. A returning employee may carry two (2) unused personal days to the next year creating a total of five (5) personal leave days. Any employee who does not use any sick days during a school year will be granted an additional personal day to be carried over to the following year. Personal leave days may be used in two-hour increments for any purpose at the discretion of the employee.

A total of six (6) personal days may be accumulated/used in a given year if an employee carries over two (2) unused personal days from the previous year, and was granted an additional personal leave day as a result of not using any sick days in the previous school year.

An employee planning to use a personal leave day, shall apply on the appropriate form to their immediate supervisor at least three (3) days in advance of the proposed day, except in cases of emergency. Not more than two (2) professional staff members will be granted this leave at any one time. Personal leave is discouraged the first two weeks and the final two weeks of the school year, to extend scheduled school vacations, or on in-service days.

6.02 JURY AND LEGAL

Any employee called for jury during school hours or who is subpoenaed to appear in any judicial proceeding shall be provided such time with pay. Employees are required to return to school if jury duty ends before noon. Any fees or remuneration, less mileage allowance, received by the employee by reason of participation in such proceedings, shall be turned over to the board.

6.03 ASSOCIATION

An aggregate of four (4) days shall be available to representatives of the Association to attend activities of the local, state, and national organization. This shall be paid leave. The Association shall reimburse the school district for the cost of a substitute hired during the time such employee is absent from work due to Association leave. The employee shall notify the superintendent five (5) days prior to taking Association leave.

6.04 PROFESSIONAL

Professional leave may be used for any educational purpose set forth in this section with the approval of the superintendent or his/her designee. The employee planning to use professional leave shall request leave in writing from the principal at least one (1) week in advance of the absence. Approval of professional leave shall not be subject to the provisions of Article 3 of this agreement. Professional leave shall be used for the purpose of pursuing goals as specified in the Individual Career Development Plan, the District's School Improvement Plan, or other such activities as deemed appropriate.

6.05 BEREAVEMENT LEAVE

- A. Each employee shall be entitled up to a total of five (5) paid days of bereavement leave per occurrence for absence from work due to the death of a member of the immediate family. For this section, the immediate family shall be defined as: spouse, child, stepchild, parent, parent-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or other members of the immediate household of the employee.
- B. Each employee shall be entitled up to a total of two (2) paid days of bereavement leave per occurrence for absence from work due to the death of sibling-in-law, niece, nephew, aunt, uncle, any relative (not listed in A), or close friend.
- C. In the event of the death of an employee or student or former student of the Alden School District, the superintendent or his designee may grant sufficient time to an appropriate number of employees with pay to attend the funeral. Denial of such time or the conditions of such leave shall not be subject to the provisions of Article 3 of this agreement.
- D. Employees using bereavement leave shall notify the superintendent as soon as possible before taking the leave.

6.06 ADOPTION LEAVE

Each employee shall be entitled to a total of two (2) paid days of leave per occurrence for absence from work due to the adoption of a school aged child or

the acceptance of a foster child into the employee's immediate family. Each employee shall be entitled to two (2) weeks paid leave for absence from work due to the adoption of a preschool aged child. Immediate family for the purposes of this paragraph only shall be defined as comprising the employee and spouse. This paragraph shall not be applicable for the acceptance into the employee's family of a child pursuant to regulation by licensing authority.

ARTICLE VII

EXTENDED LEAVES

7.01 ASSOCIATION

A leave of absence without pay for one (1) year with a second year renewable may be granted to an employee for the purpose of serving as an officer of the Association, its affiliates or its staff. Upon returning from such leave the employee shall be restored to the position on the salary schedule above that at which he/she left. All fringe benefits acquired prior to the leave of absence shall be restored. An employee may be returned after leave only if there is an open position on the staff for which the employee is qualified.

7.02 MILITARY LEAVE

Military leave will be granted to any employee in accordance with applicable federal and state laws governing military leave. Such leave shall be without pay except as provided in Chapter 29A of the Code of Iowa. An employee on military leave will be credited with experience on the salary schedule if the employee performs at least ninety (90) contract days. Sick leave will accumulate during the time of military leave.

7.03 EXTENDED LEAVE

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the school year in which the sick leave has been exhausted.

7.04 SUPERINTENDENT'S DISCRETIONARY LEAVE

Temporary extended leaves in addition to those delineated in the contract, either paid or unpaid, may be granted by the superintendent. Such additional leave shall be given at the discretion of the superintendent and not subject to the provisions of Article 3.

ARTICLE VIII

HEALTH AND SAFETY PROVISIONS

8.01 PHYSICAL FITNESS

New employees shall provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting to the employee's physical fitness and freedom of tuberculosis. Such evidence shall be filed with the superintendent within ten (10) working days after the beginning of the school year or within ten (10) days after the date of employment for employees hired during the school year.

8.02 USE OF REASONABLE FORCE

Any employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, and for the protection of personal property.

8.03 PROTECTIVE DEVICES

Non-prescription eye protective and ear protective devices, as outlined in Chapter 280.10 and 280.11 of the Iowa Code, shall be provided without cost to the employee.

ARTICLE IX

IN-SERVICE TRAINING

An in-service education committee with employee representation shall be established for the purpose of making recommendations to the Board on the structure and content of District's in-service training program.

ARTICLE X

BASE WAGES AND SALARIES

10.01 Base Wages

	<u>2017-18</u>	<u>2018-19</u>	<u>Increase @ 1.90%</u>
BA Education Pool =	\$35,095	35,762	667
BA+15 Education Pool =	\$36,114	36,800	686
BA+30 Education Pool =	\$37,133	37,839	706
Masters Education Pool =	\$38,152	38,877	725
Masters+30 Education Pool =	\$39,171	39,915	744

10.02 Salary for 2018-19

- A. Employees will receive an increase of above their current salary for the 2018-19 School Year that is equal to the percent increase of the base wage in their education pool. The percent increase for 2018-19 is 1.90% for each pool.

- B. Employees new to the District in 2018-19 will receive a salary comparable to employees in the same education pool and similar years of teaching experience.

10.03 Education Pool Advancement

- A. Employees who advance from one education pool to a higher education pool shall receive an additional increase in salary above what is specified in 10.2. The additional increase for 2018-19 is as follows:

	<u>2017-18</u>	<u>2018-19</u>
BA to BA+15 =	1,019	1,038
BA+15 to BA+30 =	1,019	1,038
BA+30 to MA =	1,019	1,038
MA to MA+30 =	1,019	1,038

- B. Course work taken to advance from one education pool to another must:
 - a. Carry graduate credit and be related to the work being presently performed by the employee for the District, or

 - b. Be credited toward an advanced degree program in an approved college or university and be related to the work being presently performed by the employee, or

- c. Be approved in writing in advance by the superintendent if it is not related to the work presently being performed by the employee. In all cases where advance written approval is not required, the employee shall give written notice to the superintendent before the beginning of courses to be taken for such credit. The superintendent shall, within five (5) days of receiving said written notice, notify the employee in writing whether or not the employee is in compliance with this subsection.

Employees who have earned sufficient credit to advance laterally to a higher education pool shall submit suitable evidence of the earning for the September Board meeting following the earning of the credit.

10.04 METHOD OF PAYMENT

- A. Pay Periods
Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular school days.
- B. Exceptions
 - a. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
 - b. Final Pay. Each employee shall have the option of receiving all or any part of his earned contract salary on the last pay period of the in-school year providing funds are available to the Board for such payment.
 - c. Employees may, at employee's option, elect to receive up to fifty percent (50%) of the first net salary installment at the completion of the first ten (10) days of employment. The balance of the first installment shall then be paid on the 20th day of the month.
- C. Direct Deposit
Employees will receive their paychecks by direct deposit. Deposits can be made to one (1) or two (2) accounts at any bank or financial institution in the United States.

10.05 EXTENDED CONTRACT RATE

Any employee who is offered and accepts an assignment beyond the basic employee work year shall be paid at a per diem rate based on his or her per diem teacher salary.

ARTICLE XI

SUPPLEMENTAL PAY

11.01 EXTRA-CURRICULAR ACTIVITIES

- A. Approved Extracurricular Activities
The Board and the Association agree that extra-curricular activities listed below are official school sponsored activities covered by school insurance.

Vocal Music	2%
Instrumental Music	2%

Approved extra-curricular activities as listed above shall be compensated according to the percentages identified. The activity salary shall be computed by multiplying the teacher's salary times the identified percentage for the activity. In the event the teacher is employed less than 1.0 FTE, the teacher's 1.0 FTE salary equivalent will be used (for activity compensation calculations only), to calculate the teacher's activity compensation.

The District reserves the right to employ persons outside the professional staff to perform extra duties not listed above.

- B. **Supervision or Attendance**
The Board and Association also agree that teachers will supervise or attend five events per academic year without pay. Such events shall include, but are not limited to, open house, concerts, student/parent orientation, and other special events.

Any assignments in addition to the normal schedule or irregular work year other than *approved extracurricular activities* or the five events previously noted, shall not be obligatory upon the employee.

11.02 EXPENSES OF TRAVELING EMPLOYEES

If any employee is to travel in the performance of assigned duties, the employee shall first make request of the Administration for transportation to be provided at District's expense.

11.03 SUPERVISION OF STUDENT TEACHERS

Any employee supervising student teachers shall receive any funds paid to the District by the college or university sponsoring the student teachers.

11.04 ASSIGNED PROFESSIONAL ACTIVITIES

In the event that professional activities are required of the professional staff outside of the regular workday of the staff member, said staff member shall be paid at his/her per diem rate. Such activities include professional development, instruction and curriculum development and shall be convened at the discretion of the superintendent.

ARTICLE XII

COMPLIANCE AND DURATION

12.01 SEPARABILITY

If any article, section, paragraph, clause or sentence of the agreement should be declared contrary to law then that portion shall be deleted from this agreement to the extent that it is invalid. Such adjudications shall not void the remaining articles, section, paragraphs, clauses or sentences, and they shall remain in full force and effect for the duration of this agreement.

12.02 NOTIFICATION

Whenever any notice is required to be given by either of the parties to this agreement one to the other, such notice shall be give by registered or certified mail addressed to the following designated addresses:

A. If by the Association, to

President of the Board of Education
Alden Community School District
Alden, Iowa 50006

B. If by the Board, to

President of the Alden Education Association
Alden Community School
Alden, Iowa 50006

12.03 DURATION PERIOD

All sections of this agreement shall be effective as of July 1, 2018_ and shall continue in effect until June 30, 2020 – except for 10.01 Base Wages, 10.02 Salary for 2018-19, and 10.03 Education Pool Advancement. 10.01, 10.02 and 10.03 will be negotiated for the 2019-20 Contract Year.

12.04 CONTRACT COSTS

The parties agree that the costs of preparation of the master contract, together with all copying costs therefore, shall be borne equally by the parties.

12.05 SIGNATURE CLAUSE

In witness whereof, the parties hereby have caused this agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the _____.

ALDEN EDUCATION ASSOCIATION

ALDEN COMMUNITY SCHOOL

By _____
Katy Jensen, Chief Negotiator

Greg Lascheid, President

John Robbins, Superintendent