MASTER
TEACHERS'
AGREEMENT

2021-2022 & 2022-2023
(21-22)
Year 1 of a 2 year Contract

BGM Community Schools
1090 Jackson Street
Brooklyn, Iowa 52211

TEACHERS AGREEMENT
BGM COMMUNITY SCHOOL DISTRICT
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MASTER TEACHERS' AGREEMENT

PREAMBLE

The Board of Directors of the Brooklyn-Guernsey Malcom Community School District in Brooklyn, Iowa (hereinafter referred to as the "Board"), and the B-G-M Education Association as the Professional Bargaining Unit (hereinafter referred to as the "Association"), pursuant to the Iowa Public Employment Relations Act of 1975, Chapter 20, Code of Iowa (hereinafter referred to as P.E.R.A.) agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining, of all teachers described in the unit certification issued on August 25, 1975. (Case number - 229). Throughout this agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within the bargaining unit, unless specified otherwise.

Include: Classroom teachers (academic, vocational, remedial, physical education, music, art, drama, health, and TAG), at-risk coordinator, certified librarian, and guidance counselors.

Exclude: Administrators, principals, assistant principals, activities director, secretaries, and others in a non-teaching role.

Section 2. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

ARTICLE II
GENERAL CONDITIONS

Section 1. The recognized employee Association will be permitted the use of school rooms for meetings providing such activities shall not interfere with or interrupt normal school operations and provided further that, should such activities require additional maintenance or custodial expense, such expenses will be paid by the Association. Use of school rooms must be checked through the Superintendent's office so that they can be placed on the official school calendar.

Section 2. The employee Association agrees that all expenses for supplies and materials used by the Association will be borne by such Association. It is further agreed that the equipment owned by the school district will be used by the Association in the school building.

Section 3. The employee Association will be permitted use of the normal school district mail service and employee mail boxes for the distribution of communications to certified employees.

Section 4. All persons that are not members of the B-G-M staff will notify the Principal of their presence in the building.

Section 5. Association meetings will not be held during regular classroom instruction or supervision.

Section 6. Copies of this agreement shall be printed before and after ratification by both parties, by the Board of Education. The Association shall be allocated copies at a prorated cost of production.

Section 7. Employee mailboxes will not be used for political purposes.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1. Definitions
A. Grievance - A grievance is an allegation by a teacher or the Association regarding the meaning, interpretation, or application of any provisions of this agreement.

B. School calendar day - A school calendar day is a day when the Board requires the teacher to be on duty.

Section 2. Representation
A. A teacher may be represented at all stages of the grievance procedure by herself or himself, or at his or her option, accompanied by a representative including one selected by the Association. If the administration calls a conference concerning the grievance during the grievant's or the Association representative's contractual assignments, released time will be granted for the said meeting period. If a teacher is not represented by the certified employee representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. An administrator or the school Board also has the right to be represented by any person or agent designated to act in their behalf.

B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Section 3. Purpose
The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

Section 4. Procedures
A. It is understood that any informal adjustment of a grievance shall not establish a precedent in any comparable situation.

B. Upon the mutual agreement of the employee or employee representative and the Superintendent or his designated representative, the second and/or third steps of the time limits of the grievance procedure may be waived.

C. All grievances must be presented within seven school calendar days of the date of occurrence of the event giving rise to the grievance.

D. The Association shall have the right to challenge any adjustment of an employee's grievance if such adjustment, in the opinion of the Association, is in violation of some specific provision of this Agreement.

E. Time Limits - The number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

F. Year-end Grievance - In the event a grievance is filed at such 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 a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or may be extended by mutual agreement.

Step One - Principal or Immediate Supervisor (Informal)
An employee with a grievance shall first discuss it with his or her Principal or immediate supervisor, either directly or through the Association's designated representative, with the object of resolving the matter informally.

Step Two
If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Master Contract that the grievance is based upon and shall state the remedy requested. The filing of the formal written grievance at the second step must be within seven school calendar days from the date of the first informal meeting with the Principal. The Principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within seven school calendar days after receipt of the grievance.

Step Three
In the event a grievance has not been satisfactorily resolved on the second step, the aggrieved teacher shall file, within seven school calendar days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within seven school calendar days after such written grievance is filed, the teacher or teacher's representative and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall submit a written decision within seven school calendar days of the step-three meeting to the teacher, the Principal, and any other parties present at the meeting.

Step Four
If a grievance is not resolved satisfactorily at step three, the Association may on behalf of itself and the teacher submit a written request for impartial, binding arbitration. Such request must be submitted within ten school calendar days of issuance of the written decision in step three. The arbitration proceeding shall be conducted by an outside person selected by the two parties within seven school calendar days after arbitration is requested. If the two parties fail to reach agreement on an arbitrator within seven school calendar days, the PERB will be requested to provide a list of seven candidates.

Each of the two parties will alternately strike one name at a time from the panel until only one name remains, the right to strike the first name being determined by drawing lots. The remaining name shall be the arbitrator, who shall render a binding opinion. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. Costs of arbitration will be borne equally by both parties, except the cost of any representatives of each party shall be borne by that party. The arbitrator shall have authority only to interpret and apply the provisions of this agreement and to decide the particular grievance submitted to him/her. The arbitrator shall not have authority to add to, delete from, or in any way modify, alter or amend any provisions of this agreement.

Section 5. If the Association or any employee files any claim or complaint in any form other than that provided for in the grievance procedure specified in this agreement, then the Board shall not be required to process this same claim or set of facts through the grievance procedure.

GRIEVANCE FORM

#_____

_____

(Date Filed)

BGM Community School

_____Building

_____

(Name of Aggrieved Person)

Distribution of form
1. Association
2. Employee
3. Principal

****

STEP I

Informal meeting with principal or immediate supervisor.

Item solved _____ _____Principal

Item unsolved_____ _____Grievant

****

STEP II

A. Date Violation Occurred_____

_____

B. Section(s) of Contract Violate _____

_____

_____

_____

C. Statement of Grievance

_____

_____

_____

D. Relief Sought

_____

_____

_____

_____

E. Disposition by

Principal_____

****

****

STEP III

A. _____

_____

Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee_____

_____

_____ _____

Signature of Superintendent or Designee Date

****

STEP IV

A. _____

_____

Signature of Aggrieved Person Signature of Association President

B. _____

_____

Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator

_____

_____

_____

_____

ARTICLE IV

BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation

Subdivision 1. The wages and salaries reflected in Schedule A, attached hereto, shall be effective for a one year period.

Subdivision 2. Negotiate in good faith with respect to wages under this Article.

Section 2. Status of Salary Schedules

The salary schedule shall not be construed as a part of a teacher's continuing contract. A teacher's advancement is subject to the right of the school district to withhold increments, lane changes, and salary increase due to proper cause and to maintain efficiency in the unit. (Iowa Code 279.13)

Section 3. Placement on Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subdivision 1. Credits to be considered for application on any lane of the salary schedule must be education related courses.

Subdivision 2. Courses taken to advance to an MA - MS degree or any other classification must be related to the work of the teacher. If a teacher is in doubt as to hours qualification, he should consult his immediate supervisor prior to enrolling for the course.

Subdivision 3. Incoming teachers with experience in other systems will be given credit for years of experience up to step 15 if such experience has been in an accredited school system in the last ten years.

Subdivision 4. No compensation will be granted any teacher in the system for commuting to and from his residence to the place of employment.

Subdivision 5. Teacher contracts will not be due until at least three (3) weeks from the date of issuance. Renewal contracts cannot be issued until at least March 15 of each year.

Subdivision 6. Pay for an extended contract shall be figured on the basis of 1/187th and 1/2 of the base salary of the instructor involved. The above amount shall then be multiplied by the number of days of extended contract.

Subdivision 7. Prerequisite undergraduate hours and graduate hours approved by the employee's College or University for a degree in the approved teaching area of study, as approved by the employee's immediate supervisor, shall be the only courses of credit to be applied to a classification change on the salary schedule. Step and classification change shall be allowed if the above requirements are met.

A notice of intent must be filed in the office of the Superintendent on or before July 1 to be considered for classification change (horizontal move) for the following school year.

Proof of those credits must be on file in the office of the Superintendent on or before September 1st if classification change is to be effective for that school year.

Subdivision 8. The Board of Education reserves the right to withdraw this schedule at any time or vary from its provisions, if in their judgment this is necessary and vital to the welfare of the system. The Board of Education, reserves the right to make additions or deletions as circumstances necessitate.

Subdivision 9. The Board reserves the right to hire teachers above and beyond the fixed salary schedule in case of emergency or shortage of teachers in a particular field.

Schedule A - Salary Schedule 2021-2022
Includes
Base-$34,010 (32,831 + 1,179 phase)
TSS $5,139
TSS will be removed if funding from the state is terminated
Phase II will be removed if that portion of State Supplemental Aid is terminated

Step	BS/Base	BS+15	BS+30	Masters	MS+15	MS+30
1	39,149	40,509	41,870	43,230	44,591	45,951
2	40,509	41,870	43,230	44,591	45,951	47,311
3	41,870	43,230	44,591	45,951	47,311	48,672
4	43,230	44,591	45,951	47,311	48,672	50,032
5	44,591	45,951	47,311	48,672	50,032	51,393
6	45,951	47,311	48,672	50,032	51,393	52,753
7	47,311	48,672	50,032	51,393	52,753	54,113
8	48,672	50,032	51,393	52,753	54,113	55,474
9	50,032	51,393	52,753	54,113	55,474	56,834
10	51,393	52,753	54,113	55,474	56,834	58,195
11	52,753	54,113	55,474	56,834	58,195	59,555
12		55,474	56,834	58,195	59,555	60,915
13		56,834	58,195	59,555	60,915	62,276
14			59,555	60,915	62,276	63,636
15			60,915	62,276	63,636	64,997+500

ARTICLE V
DURATION

A. This Agreement shall be effective as of the first day of the school year in 2021 and shall continue in effect until the last day of the school year in 2022.

B. This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified or substituted under the procedures set forth in this contract.

Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereof, all on the _____ day of _____, 20____.

_____	_____
Association	Board of Education
By _____	By _____
Its President	Its President
By _____	By _____
Its Chief Negotiator	Its Chief Negotiator