

**MASTER CONTRACT
AGREEMENT BETWEEN**

**THE
NORTH MAHASKA
COMMUNITY SCHOOL DISTRICT**

AND

**THE
NORTH MAHASKA
EDUCATION ASSOCIATION**

FOR THE FOLLOWING SCHOOL YEARS

2020-2021

2021-2022

2022-2023

2023-2024

2024-2025

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ARTICLE I GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim or dispute concerning the interpretation or application of the terms of this agreement.

B. Procedures

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee (or, in the event of an appeal to arbitration the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and any administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the instructional program and related work activities of the grieving employee or of other employees. The administration shall determine whether interference has occurred under this paragraph. The Board may waive these time limits during non-student contact time.
4. At any step, the grievant may be represented, at his/her request, by the Association or another representative, but the grievant(s) must also be present at the proceedings.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if leaving it 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 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) calendar days thereafter.

a. Procedural Steps

(1) First Step

An attempt shall be made to resolve any grievances in informal discussion between the grievant and the principal or a designated representative. The grievant shall make it clear in this discussion that he/she is alleging a possible violation of the Agreement and shall state the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested.

(2) Second Step

If the grievance cannot be resolved informally, the employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal or designated representative. The written grievance shall state the nature of the grievance,

shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within ten (10) working days from the date of the occurrence or first knowledge of the event giving rise to the grievance. The Principal or the designee shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) working days after receipt of the grievance. In the event the principal schedules a meeting with the grievant, he/she shall have five (5) working days after the meeting to render a decision.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file within five (5) working days of the written decision at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and the Superintendent or a designee, other than the principal involved in the Second Step, shall meet to resolve the grievance. The Superintendent or the designee shall file an answer within ten (10) working days of the Third Step grievance meeting and communicate it in writing to the grievant.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a Fourth Step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within fifteen (15) days from the receipt of the Step Three answer to enter into arbitration. An employee filed grievance may proceed to arbitration only with the approval of the Association. The association may carry an employee's grievance to arbitration only with the approval of the employee.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one (1) name. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be submitted in writing within twenty (20) days of the hearing or the submission of briefs and shall set forth his/her findings, reasons and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Board by constitutional provisions, statutes, ordinance or special legislative acts.

Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the grievant and or his/her representative.

**ARTICLE 3
LEAVES OF ABSENCE**

A. Sick Leave

1. Employees shall be granted leave of absence for personal illness or injury with full pay in the following amounts:

1st year of employment	15 days
2nd year of employment	16 days
3rd year of employment	17 days
4th year of employment	18 days
5th year of employment	19 days
6th and subsequent years of employment	20 days

With a maximum accumulation of ninety (90) days, plus twenty (20) days for the current year. The Board or its designee may request written verification of sickness or injury by the attending physician.

2. All sick leave benefits shall terminate and/or be forfeited upon termination of employment
3. Sick leave benefits for maternity purposes, to the extent of an employee's accumulated sick leave, shall be paid only during the time of medical necessity which shall be the time medically indicated for the termination and recommencement of duties.
4. In the event an employee is medically unable to perform duties, and the employee has exhausted his/her accumulated sick leave, the employee may be granted an unpaid leave of absence for the balance of the school year in which sick leave is exhausted. The employee may continue insurance benefits at his/her own expense.
5. The Board may require a written verification from the employee's attending physician of the employee's fitness to perform duties.

B. Funeral Leave

1. In the case of the death of the spouse, children, parents, siblings, or parents-in-law of the employee, the employee shall be granted three (3) days to be absent from duty by the Superintendent or his/her designee for attendance at the funeral and for other purposes directly arising out of said death with no deduction of pay. The Superintendent or his/her designee may grant two (2) additional days of leave for necessary travel.
2. In the case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, or others living in the home of the employee, the employee shall be granted permission to be absent from duty two (2) days without loss of pay, for attendance at the funeral. The Superintendent or his/her designee may extend this leave for necessary travel, not to exceed two (2) days.
3. The Superintendent shall have the authority to extend the above time limits in any specific instance. The Superintendent or designees shall be notified when a funeral leave is necessary. The employee may be requested to furnish proof of death and of the employee's relationship to the deceased.
4. Funeral Leave - The employee shall be granted one day per year for the funeral of someone other than an immediate family member as defined above. The employee shall be granted two (2) additional days of funeral leave if they pay the expenses of a substitute teacher. The days may be taken three for one funeral or on separate funeral dates.

C. Leave for Family Injury or Illness

Leave for serious injury or illness within the immediate family, which includes father, father-in-law, mother, mother-in-law, son, daughter, spouse, or siblings shall be granted up to five (5) days annually. This leave is not to be an extension of personal leave. The Superintendent may request a certificate from the doctor verifying the seriousness of illness or injury of the immediate family member. The superintendent or his/her designee may grant two (2) additional days of leave for family illness or injury for which the employee will pay the expenses of a substitute teacher.

D. Sabbatical Leave

By request of the employee by March 1, a leave of one (1) year may be granted without pay by the Board for additional education with the following provisions:

1. The employee must be enrolled in a graduate degree program and must carry a minimum of twelve (12) hours each academic semester or its equivalent for one (1) year.
2. Only one (1) teacher per year shall be granted sabbatical leave.
3. If a request is refused one year, it shall be given preferential consideration the following year.
4. The employee may, at his/her own expense, continue to participate in the Group Insurance program, subject to approval by the insurance carrier.
5. Upon return, the employee shall be placed on the salary schedule step for which they are eligible; credit shall not be allowed for the year spent on sabbatical leave.

6. Seniority and sick leave shall not accrue during the year or sabbatical leave, but the employee shall retain his/her prior seniority and accumulated sick leave.

E. Personal Leave

Employees will be granted three (3) days per year of unidentified personal leave without loss of pay. No more than one (1) teacher can be absent from a building on a given day for personal leave unless approved by the Superintendent.

F. Association Leave

The North Mahaska Education Association collectively shall be given six (6) days to attend conferences, conventions, or activities of the local, state and national affiliated organizations. Requests for such leave must be in the hands of the building principal seven (7) days prior to the date of leave. When a substitute is required, the Association shall reimburse the school for the cost of the substitute. Association leave shall be granted in units of not less than one-half (1/2) day.

Four (4) teacher days total will be provided for attendance at an interest arbitration hearing in the North Mahaska District. When a substitute is required, the Association will bear the cost.

G. Jury Duty Leave

1. An employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service, except mileage payments, shall be transmitted to the Board as soon as possible after receipt by the employee. It is understood that no transmittal of jury pay will be made to the Board for such service on any day the employee would not have worked for the School District.
2. In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service, except under extenuating circumstances, and must furnish satisfactory evidence that the service was performed on the days for which payment is claimed. An employee not required to perform jury duty all day shall return to work.

H. Professional Leave

Employees may be granted paid leave to attend professional conferences, meetings, workshops, or visitations of other programs. Employees must file a written request for professional leave with the building principal at least one (1) week in advance. The employer shall pay or reimburse the approved costs of transportation, and registrations for employees who are requested to attend a conference, meeting or workshop.

Coaches will be allowed one day of professional leave per sport they are contracted to coach during the current school year to attend a clinic, state tournament, or other program at the discretion of the superintendent, for the maximum of two days per year per coach.

I. Special/Temporary Leave

Employees covered under this Agreement may be granted a special leave of absence without pay upon the approval of the Superintendent or his/her designee. All employees must exhaust personal leave before unpaid leave can be used.

J. Extended Leave of Absence

Extended leaves of absence may be granted by the Board of Education for a period up to one (1) year, subject to the availability of a suitable interim replacement. Such leave shall be unpaid leave time. Applicants for such leave shall show good cause for such absence of duty. In cases of approved leave, upon return to the system, the employee shall retain all rights and benefits previously earned. However, benefits and rights shall not accrue during the period of absence. Approved leaves of absence shall not constitute a break in consecutive years of service. While on extended leave, the employee may remain on the school insurance plan at his/her own expense.

No later than the last day of January prior to the scheduled close of the school term encompassed by such extended leave, the employee must notify the Board of his/her intention to return to the school system, or, in the case of extenuating circumstances, may make written application for extension of such leave. Failure to give such notification shall constitute a break in the employment agreement between the parties and the employee shall be considered terminated forfeiting all rights and benefits previously mentioned.

ARTICLE 4 HOURS

The length of the employee workday shall consist of not more than eight (8) hours including provisions for lunch. Each teacher shall have a 25-minute duty-free lunch scheduled on regular school days.

The workday may be extended for a reasonable number of faculty meetings, other meetings, activities, conferences, or duties which necessitate employee attendance.

On Friday, employees may leave after students have left and after the buses have left, unless special activities are scheduled. On days preceding holidays or vacations, employees may leave as soon as the buses have left the building. When school is dismissed due to concerns about safe driving conditions, the employees may leave as soon as the buses have left the parking lot.

Each teacher will each have at least one thirty (30) consecutive-minute planning time each full, regular school day. It is understood that delayed or early release days may not allow for planning time.

By mutual agreement of the supervisor and employee, these hours may be adjusted.

ARTICLE 5
WAGES AND SALARIES

A. Placement on the Salary Schedule

1. Placement

Credit up to twelve (12) years of any salary level on the employee's salary schedule may be given new employees for previous teaching experience in a duly accredited school upon initial employment. Determination shall be made by the Board. When, in the Board's judgment, it is necessary to hire an employee at a higher salary level, up to an additional three years of experience (vertical steps) may be credited to the employee.

2. Part-time or Extended Contract

All contracted, regular part-time employees shall receive a salary proportional to the amount of time employed for his/her step on the Salary Schedule. Employees contracted for additional days of service beyond the regular contract year shall be paid on a per diem basis based upon their basic placement on the Salary Schedule, except for special projects and grants activities and except as provided below.

B. Educational Lanes

1. Advancement on Salary Schedule

Employees on the regular Salary Schedule will, with approval, be granted one (1) vertical step on the Schedule for each year of service until the maximum for their educational classification is reached. Employees advancing horizontally into another educational lane shall not be granted more than one (1) step vertically. A year of service consists of employment in the District for one (1) semester of consecutive teaching days or more in one school year (including paid leaves of absence.)

Advanced degrees to be used for salary advancement must be in the employee's subject area assignment or related educational field. The hours/degrees earned must be earned subsequent to obtaining the B.A./B.S. in education. All such courses to be used for advancement are to be approved by the Superintendent. Advanced degrees to be used for salary advance must be in the employee's subject area assignment or a related educational field. For an employee to advance from one educational lane to another and receive compensation, the employee shall file written notification of their intent, no later than March 1st of the school year prior to when they will plan to make that lane advancement. The employee shall then file suitable evidence or additional credit with the superintendent no later than September 10 of each year in which he/she is eligible to move. Master's degree must be in teaching or related field to qualify for an MA column; otherwise, placement will be on a BA +30 column. No advances on the Salary Schedule shall be made during the school year.

C. Additional Days of Service

Licensed employees contracted for additional days of service beyond the regular contract year shall be paid on a per diem basis based upon their basic placement on the Salary Schedule. If the contract is for twelve (12) months of service, two (2) weeks of paid vacation shall be provided during the summer months.

D. Summer Music

Summer music teachers shall be paid at \$12.00 per hour, not to exceed forty (40) hours per week for up to four (4) weeks.

E. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th of each month for regular compensation from the regular salary schedule and the supplemental pay schedule.

2. 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, whenever possible.

b. **Early Pay For New Teachers.** A teacher new to the system shall receive half of the first month's regular salary from the regular Salary Schedule after two (2) weeks of teaching, if the teacher so desires. The rest of his/her salary would be divided equally over the remaining twelve (12) pay dates of the year.

3. Final Pay

When an employee is leaving the District, the employee shall have the option of receiving all of the employees earned, contracted salary on the June paycheck

4. Summer Checks

Teachers may receive July and August checks with the June check if written requests are made to the Board Secretary by June 1. Summer checks shall be mailed to the address designated by the employee.

5. Direct Deposit

Teachers may have their paychecks directly deposited to a bank of their choice. The bank chosen must be able to handle direct deposit transactions.

F. ICN Payment

A teacher will be paid an additional \$150 per satellite site that they teach to, with a maximum of three sites, or \$450. They will also receive an additional \$50 per student that they teach from a class from the satellite site, with a maximum additional payment of \$750. The minimum additional pay per ICN semester class taught will be \$600 paid to the teacher for teaching the class. Based on this, the minimum extra pay for a semester class would be \$600 and the maximum extra pay would be \$1200. It is agreed that a teacher will not teach more than two ICN classes in any one semester.

G. Educational Credit Compensation

Tuition reimbursement will be available for courses taken at the request of the Superintendent to extend certification. The teacher will remain in the field of paid coursework (ie If District pays for math coursework, the teacher must remain in the math department) in the District for at least (4) years after the completion of all courses or all tuition reimbursement will be paid back to the District. A teacher who is reassigned to an involuntary transfer by the administration shall be exempt from having to repay the tuition.

H. Additional Hours of Service

If an employee voluntarily gives up his/her scheduled planning time to cover for another employee, the employee giving up his/her planning time will be paid \$15.00. This pay will appear on the next paycheck after the service has been completed. In order to be paid the \$15.00, the employee must give up his/her entire scheduled planning time for that day, and the amount paid per day is not to exceed \$15.00.

Salary Schedule

Vertical Step movement each year for the three-year agreement

Add \$700 to the base for 2020-2021

Add \$600 to the base for 2021-2022

Add \$400 to the base for 2022-2023

**ARTICLE6
HOLIDAYS**

Holidays on which employees shall be paid but not required to perform duties shall be Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

ARTICLE13
COMPLIANCE AND DURATION OF AGREEMENT

A. Finality and Effect of Agreement

This agreement supersedes and cancels all previous agreements and practices relating to items covered in this Agreement between the Board and the Association or any employee, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

1. The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing is not to prohibit either party from introducing items in future negotiation years which were withdrawn by either of the parties to achieve this Agreement.

B. Reopener

If, during the life of this contract, the Board and the Association mutually agree, negotiations will be reopened with the intent of amending only that part of the contract.

C. Separability

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such item and only such item or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other items or applications shall continue in full force and effect.

D. Printing Agreement

Copies of the Agreement shall be printed, with the cost to be shared equally between Board and Association, after agreement on the format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed. The Association shall be provided with five (5) additional copies.

E. Notifications

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter to the spokesperson of the other negotiating team or to the President of the other body.

Labor Management Committee

The association and the district have established a joint labor management committee. The Association proposed to continue this committee for the purpose of collaboratively discussing and making decisions regarding employment matters not referred to in the Master Contract and other matters mutually agreed upon.

F. Duration Period

This Agreement shall be in effect from July 1, 2020 to midnight June 30, 2025. During the term of this agreement, Article 5 – Wages and Salaries will be open to negotiation salary for the 2023-2024 and 2024-2025 school years.

SIGNATURE CLAUSE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 16th day of March, 2020.

ASSOCIATION

By *Jimmy J. Fowler* 3/16/2020
President Date

By *Kevin Kaldeman* 3/16/20
Chief Negotiator Date

BOARD OF DIRECTORS

By *Don Wilh-* 6/29/2020
President Date

By *Angel L...* 3/16/2020
Chief Negotiator Date

2020-2021 SALARY SCHEDULE

Base Salary = \$32,025

Year	BA	BA + 15	BA + 30	MA	MA +15
1	32,025	33,520	35,015	36,510	38,005
2	33,145	34,660	36,175	37,690	39,205
3	34,265	35,800	37,335	38,870	40,405
4	35,385	36,940	38,495	40,050	41,605
5	36,505	38,080	39,655	41,230	42,805
6	37,625	39,220	40,815	42,410	44,005
7	38,745	40,360	41,975	43,590	45,205
8	39,865	41,500	43,135	44,770	46,405
9	40,985	42,640	44,295	45,950	47,605
10	42,105	43,780	45,455	47,130	48,805
11	43,225	44,920	46,615	48,310	50,005
12	44,345	46,060	47,775	49,490	51,205
13	45,465	47,200	48,935	50,670	52,405
14		48,340	50,095	51,850	53,605
15		49,480	51,255	53,030	54,805
16			52,415	54,210	56,005
17			53,575	55,390	57,205
18			54,735	56,570	58,405
19				57,750	59,605
20				58,930	60,805

SUPPLEMENTAL SALARY SCHEDULE 2020-2021

ACTIVITY	PERCENT	ACTIVITY	PERCENT
Annual	0.070	Cheerleading:FB	0.040
A.D.	0.145	JH FB	0.025
Football: Head	0.105	BB	0.040
Asst JV	0.075	JH BB	0.025
JH	0.055	W	0.040
Asst JH	0.035	JH W	0.025
Basketball: Head	0.105	All Sch Play/Music	0.055
Asst JV	0.075	Speech	0.055
JH	0.055	Newspaper (Hawks)	0.030
Asst JH	0.035	Web Page	0.030
Wrestling: Head	0.105	Student Council	0.020
Asst JV	0.075	Flags	0.035
JH	0.055	Music Instr	0.120
Asst JH	0.035	Vocal	0.043
BB/SB: Head	0.105	Elem	0.044
Asst JV	0.075	Class Sponsor:12	\$500
JH	0.055	11	\$800
Asst JH	0.035	10	\$50
Volleyball: Head	0.105	9	\$50
Asst JV	0.075	8	\$50
JH	0.055	7	\$50
Asst JH	0.035	Science Fair	\$50
Track: Head	0.105	NHS	\$100
JH	0.055	Ticket Taking	\$15
Asst JH	0.035		
Cross Country	0.090		
Golf (B & G)	0.090		