MASTER CONTRACT

BETWEEN THE

WEST BEND - MALLARD COMMUNITY SCHOOL DISTRICT

AND THE

WEST BEND - MALLARD EDUCATION ASSOCIATION

JULY 1, 2019 - JUNE 30, 2020

PARTNERS IN EDUCATION



ARTICLE 1

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the West Bend - Mallard Community School District is their mutual desire, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE 2

DEFINITIONS

A. The term "Board", as used in this agreement, shall mean the Board of Education of the West Bend - Mallard Community School District or its duly authorized representatives.

B. The term "employee" as used in this agreement, shall mean those employees represented by the West Bend - Mallard Education Association as in the defined bargaining unit.

C. The term "Association" as used in this agreement, shall mean the West Bend - Mallard Education Association or its duly authorized representatives.

ARTICLE 3

GRIEVANCE PROCEDURE

A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specified provisions of this agreement. A grievance may be filed by an employee, group of employees or the Association.

B. The failure of any grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal or processing of said grievance. Failure on the part of the administration to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

C. It is agreed that any investigation or other handling or processing of any grievance by the grievant or the grievant representative shall be conducted so as to result in no interference with or interruption whatsoever of the grievant job assignment or related work activities of the grievant or other West Bend - Mallard Community School District employees.

D. Nothing herein will be construed as limiting the right of any grievant to discuss complaints informally with any member of the administration without recourse to the formalities of this procedure.

E. First Step --- An attempt shall be made to resolve any grievance in informal discussion between the claimant and his or her principal or principal's designee. The principal or designee must grant an appointment for informal discussion within five (5) working days of the grievance report.

F (1). Second Step --- If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and at a mutually agreeable time, discuss the allegations of the written grievance with his or her principal or designee. The written grievance shall state the following: the nature of the alleged grievance, the specific article and/or articles of this agreement alleged violated, misinterpreted or misapplied, the date of the occurrence of the event giving rise to the grievance, and the specific relief or remedy which is being sought.

F (2). The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of the occurrence of the event giving rise to the grievance. The principal or designee shall make a decision on the grievance and communicate it in writing to the grievant within ten (10) working days after receipt and conference regarding the written grievance.

G. Third Step --- In the event the grievance has not been resolved at the second step, the grievant shall file, within five (5) working days of receipt of the principal's

written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) working days after the receipt of the written grievance, the aggrieved employee and the superintendent or designee shall meet to discuss the grievance. The superintendent or designee shall issue a decision within ten (10) working days of the third step grievance meeting and communicate it in writing to the grievant.

H. No reprisals of any kind will be taken by the administration against any employee as a result of his or her participation in the grievance procedure.

I. All meetings under this procedure shall be conducted in private and shall include only the grievant, any necessary witnesses, members of the school administration and a single advocate for each party.

ARTICLE 4

HOURS

A. The normal work day for employees shall be eight consecutive hours. However, administration may deviate from or expand upon eight consecutive hours for reasons such as parent-teacher conferences, work assignments as delineated in paragraph B and work assignments as historically required which require service beyond eight consecutive hours. The superintendent or the superintendent's designee shall have the authority to adjust normal starting and quitting times consistent with the concept of a normal work day of eight consecutive hours. Employees may leave school on Fridays and on the last day school is open during a given week and upon early dismissal after the buses have left and assigned duties are completed.

B. The administration may assign employees to attend staff meetings, to take turns in assisting with school activities such as taking tickets, supervision at home games, class plays, music festivals, etc., to take turns with noon duties, recesses, hall duty before, after, or during school and the administration may assign employees to such special duties as class sponsorship, student council, etc.

C. Individuals with coaching or other extracurricular responsibilities may be assigned by the administration to commence said responsibilities prior to thirty (30) minutes after the school day.

D. Employees may be allowed to leave the building during the school or workday upon notification and approval by an administrator. If an employee cannot anticipate the need for requesting to leave during the workday and an administrator is not available, the employee will notify a designated individual in the superintendent's office and give the reason for leaving.

E. Inclement weather: Employees shall not be required to report more than one half hour before nor remain after all students are dismissed and have departed on occasions of amended student attendance hours because of inclement weather. Employees shall not be required to report when student attendance is canceled because of inclement weather.

ARTICLE 5

WORK YEAR

A. The contracted work year shall be for 190 days. Work year for the new employees will be 191 days. Included within the foregoing work year totals will be five (5) paid holidays. Non-teaching work days may be designated by the administration for teacher workshops, in-service programs, parent-teacher conferences or other miscellaneous work duties.

B. The annual school calendar will be developed by a calendar committee consisting of the administration (1), the association (1) and the activities director. The committee shall make a recommendation to the board seven (7) days prior to the board action.

C. The paid holidays shall be Labor Day, Thanksgiving, Christmas, New Years, and Good Friday. If Memorial Day falls within the school year, it shall be an unpaid holiday.

D. If the District would move to a hours calendar, assigned days will need to be flexible because we can only pay for the hours we can count according to HF 215.

ARTICLE 6

LEAVES OF ABSENCE

A. Sick Leave: Employees will be granted the following yearly allotments of paid sick leave: 10 days first year, 11 days second year, 12 days third year, 13 days fourth year, 14 days fifth year, 15 days sixth and subsequent years. At the commencement of each contract year, an employee will be credited with the stipulated yearly sick leave in addition to any unused accumulation of sick leave carried forward from year to year with a maximum amount to be carried forward of 110 days. Employees may use up to ten (10) days from personal sick leave for immediate family illness upon written approval from the superintendent.

B. Family Illness Leave: An employee shall be granted a maximum of six (6) days paid leave per year in the event of serious illness in the immediate family when said serious illness requires the employee's attendance. Immediate family shall be defined as children, stepchildren, spouse, parents, siblings, grandparents, grandchildren, step grandchildren and other members of the immediate household. Serious illness leave is not accumulative.

C. Bereavement Leave: Four (4) days per occurrence shall be available for deaths in the immediate family defined as children, stepchildren, spouse, parents, mother and father in-laws, siblings, grandparents, grandparent in-laws, grandchildren, step grandchildren and other members of the immediate household. Additional bereavement leave for relations not listed above may be granted at the discretion of the superintendent.

D. Leaves of Absence for Study: Employees desiring a leave of absence for study should contact the administration or the Board, and their request will be given due consideration.

E. Personal Leave: an employee will be granted two (2) days of personal leave per year. Unused personal leave may be accumulated not to exceed four (4) days inclusive of the current year's allotment. Personal leave may not be used during the first or last three (3) days of school without permission of the superintendent. Requests for personal leave must be submitted in writing to the building principal or his/her designated person a minimum of three (3) days in advance of the leave, if possible. Personal Leave may be limited to four (4) employees taking this at the same time.

F. Jury Duty Leave: The Board will allow employees to be excused for jury duty during school hours. Employees who are called for jury duty shall notify the building principal within twenty-four (24) hour of notice of call. The employee shall present suitable proof of service to the school district. If the employee receives a stipend for other than meals and mileage for jury duty, said stipend will be turned over to the school district.

G. Employees will be allowed up to two (2) periods per day to attend a funeral or wedding, contingent on the employee finding another employee to teach his/her classes without additional cost to the district.

H. Emergency Leave Bank: During the first week of the school year, employees of West Bend – Mallard CSD may contribute up to 3 days of their personal sick leave accumulation to an Emergency Leave Bank on an annual basis. The banked leave is non-cumulative and starts at zero every new school year.

Employees may use days from the Bank provided:

1. They have contributed to the Bank or have fewer than 30 days of sick leave accumulation.
2. They have exhausted their sick leave, personal leave and vacation days.
3. The need for the leave would otherwise qualify under Sick Leave.

Additional days may be contributed to the bank if usage requires the additional days.

I. Emergency Leave: Emergency Leave is granted only by the Superintendent of Schools and shall be for reasons not anticipated by the employee, but shall not be granted for situations covered in other leave provisions. Such leave may, if necessary, be granted after the fact. This leave should be regarded only as emergency and should not be construed as a personal day.

ARTICLE 7

COMPENSATION

A. Basic employee compensation shall be as set out in Addendum 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. Compensation for extracurricular assignments shall be as designated in Addendum B.

C. The board will place new employees on schedule A according to verifiable years of experience up to a maximum of fifteen (15) years.

D. If an employee is requesting advancement in salary classifications, the employee must file a written application with the superintendent by December 15th of the current contract year. By June 1st of the current contract year, a written description of all course work to be applied toward advancement in classification must also be filed with the superintendent. Course work, satisfactorily completed and supported by an official transcript, or other suitable temporary documentation of satisfactory completion, must be filed with the superintendent no later than September 10th for an employee to receive advancement during that school year.

E. Only graduate level course work applied toward a specific M.A. degree, or graduate level course work related to areas of certification or approvals, or new areas of certification or approvals, may be applied toward advancement in salary classification.

F. If an employee has satisfactorily completed the necessary course work for advancement in salary classification on his/her assigned salary schedule, and if all other conditions for advancement have been met satisfactorily, the employee shall advance one step horizontally and one step vertically (if available) in the same year on the salary schedule.

G. Educational lane movement shall not preclude earned vertical increment advancement; an employee who was at the highest increment step (maximum salary) on the former educational lane shall be advanced one (1) step on the new educational lane if such step is available.

H. No employee previously advanced in salary classification may be denied that advancement. Course work on which previous advancements have been granted shall also be the basis for future advancements.

I. A year of service consists of employment in the district for ninety (90) or more days in one school year.

J. Physical Exam: All certificated staff new to the district will be required to submit a physical exam to be paid by the Board if not covered by insurance.

K. Any employee required to drive their own vehicle to another school district or a teaching or coaching assignment in West Bend and Mallard will be reimbursed at the rate as determined by the State of Iowa. Such travel shall occur during the regular school day as assigned by the board as part of the teaching and coaching assignment of the employee that occurs, in total or in part between 8 AM and 4 PM. In lieu of the above, the district may provide transportation for the employee. Such transportation shall be maintained in safe mechanical condition. If repairs are needed, they shall be made before the employee uses the vehicle again.

L. The board shall offer direct deposit of WBM payroll checks. Employees who want to have their WBM payroll checks directly deposited into their account must provide the board secretary, by July 1, with all the information needed to direct deposit their checks. Direct deposit will begin by August 20th of the year the board secretary is notified. If an employee decides to cancel the direct deposit of their check, they must notify the board secretary in writing of the change by July 1. Enrollment in, or cancellation of direct deposit will occur once a year by July 1. All employees new to the district will be required to participate in direct deposit.

M. Teacher Salary Supplement funds are fully incorporated into Salary Schedule

N. As of 2014-2015 teachers currently in the yellow area will remain there. No one else will move into the yellow area. The final step to the salary schedule is step 33. Teachers in the "yellow area" can continue to move downward and across the schedule as they do now. Currently, approximately one-third of the bargaining unit is in the "yellow area". Starting the BA lane in the "yellow area", once staff attrition out of that lane, it will be eliminated. Eventually, once all staff has left the "yellow area", the salary schedule will only have the "white area" remaining.

ARTICLE 8

COMPLIANCE CLAUSES AND DURATION

A. Separability: Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, then the article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining article, section or clause shall remain in full force and effect.

B. Duration: The duration of this contract will be from July 1, 2019 until June 30, 2022 with reopening language stating, "This agreement shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2022. During the term of this agreement, all articles can be open to negotiation of either party for the 2019-2020 Master Contract and all following contract years."

Salary Schedule 2019-20		WBM										
				[redacted]		33700		CAREER =	330			
				Vertical Increment =		775			625	(MA10)		
				Horizontal Increment =		605						
STEP	BA	BA 10	BA 20	BA40	MA	MA 10						
0	33700	34305	34910	35515	36515	37015						
1	34475	35080	35685	36290	37290	37790						
2	35250	35855	36460	37065	38065	38565						
3	36025	36630	37235	37840	38840	39340						
4	36800	37405	38010	38615	39615	40115						
5	37575	38180	38785	39390	40390	40890						
6	38350	38955	39560	40165	41165	41665						
7	39125	39730	40335	40940	41940	42440						
8	39900	40505	41110	41715	42715	43215						
9	40675	41280	41885	42490	43490	43990						
10	41450	42055	42660	43265	44265	44765						
11	42225	42830	43435	44040	45040	45540						
12	43000	43605	44210	44815	45815	46315						
13	43775	44380	44985	45590	46590	47090						
14	44550	45155	45760	46365	47365	47865						
15	44880	45930	46535	47140	48140	48640						
16	45210	46705	47310	47915	48915	49415						
17	45540	47035	48085	48690	49690	50190						
18	45870	47365	48860	49465	50465	50965						
19	46200	47695	49190	50240	51240	51740						
20	46530	48025	49520	51015	52015	52515						
21	46860	48355	49850	51345	52790	53290						
22	47190	48685	50180	51675	53120	54065						
23	47520	49015	50510	52005	53450	54690						
24	47850	49345	50840	52335	53780	55315						
25	48180	49675	51170	52665	54110	55940						
26	48510	50005	51500	52995	54440	56565						
27	48840	50335	51830	53325	54770	57190						
28	49170	50665	52160	53655	55100	57815						
29	49500	50995	52490	53985	55430	58440						
30	49830	51325	52820	54315	55760	59065						
31	50160	51655	53150	54645	56090	59690						
32	50490	51985	53480	54975	56420	60315						
33	50820	52315	53810	55305	57045	60940						

West Bend-Mallard EA BASE = 25,719
Additional Duties WBM 2019-20

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Athletic Director	13.00%	13.50%	14.00%	14.50%	15.00%	15.50%	16.00%	16.50%	17.00%	19.50%	19.75%	20.00%	20.25%	20.50%	20.75%	21.00%	21.25%
Head Football	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%	12.25%	12.50%	12.75%	13.00%	13.25%	13.50%	13.75%	14.00%
Assistant Football	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%
Weightlifting - afternoon	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%								
Weightlifting - morning	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%								
Head Basketball	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%	12.25%	12.50%	12.75%	13.00%	13.25%	13.50%	13.75%	14.00%
Assistant Basketball	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
9th Grade Boys Basketball	4.00%	4.25%	4.50%	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%								
9th Grade Girls Basketball	4.00%	4.25%	4.50%	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%								
Head Wrestling	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%	12.25%	12.50%	12.75%	13.00%	13.25%	13.50%	13.75%	14.00%
Assistant Wrestling	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
Head Track	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
Cross County	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
Head Volleyball	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%	12.25%	12.50%	12.75%	13.00%	13.25%	13.50%	13.75%	14.00%
Assistant Volleyball	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%
Golf	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
Asst. Golf	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%								
Head Baseball - Summer	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%	9.50%	9.75%	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%
Asst. Baseball	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%								
Head Softball - Summer	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%	9.50%	9.75%	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%
Asst. Softball	5.00%	5.25%	5.50%	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%								
Dramatics (Each Production)	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%								
Musical (per muscial)	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%								
Speech	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Quiz Bowl	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Stem	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Instrumental Music	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%	9.50%	9.75%	10.00%	10.25%	10.50%	10.75%	11.00%	11.25%	11.50%	11.75%	12.00%
Flag Corp	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Vocal Music	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%	9.25%	9.50%	9.75%	10.00%				
Yearbook	4.00%	4.25%	4.50%	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%								
Newspaper	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Jr & Sr Sponsors	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%								
Concessions	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Cheerleader Sponsor Football	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Cheerleader Sponsor Basketball	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Drill Team	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%								
T.V. Program	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%				
National Honor Society	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%								
M.S. Track	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
M.S. Basketball	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
M.S. Football	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
MS Weightlifting	$350																
M.S. Volleyball	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%								
Assistant Middle School Coach	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%				
Boys' Pony League	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%				
Girls' Pony League	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%				
M.S. FB Cheerleader Sponsor	2.00%	2.25%	2.50%	2.75%	3.00%												
MS. BB Cheerleader Sponsor	2.00%	2.25%	2.50%	2.75%	3.00%												
Play (Per Play)	2.00%	2.25%	2.50%	2.75%	3.00%	3.25%											
MS Vocal	3.50%	3.75%	4.00%	4.25%	4.50%												
MS Instrumental	3.50%	3.75%	4.00%	4.25%	4.50%												
MS Quiz Bowl	2.00%	2.25%	2.50%	2.75%	3.00%												
* Employees assigned to ride spectator busses	$15.00	per event															

West Bend-Mallard EA BASE = 25,719
Additional Duties 2019-20

FINALITY AND EFFECT OF AGREEMENT

Dated at West Bend - Mallard, Iowa this 19th day of March 2019.

ASSOCIATION REPRESENTATIVE

BOARD REPRESENTATIVE

ASSOCIATION PRESIDENT

BOARD PRESIDENT