Master Contract between the

Diagonal Education Association

and the

Diagonal Community School District

2021-22

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PREAMBLE

The Diagonal Community School District (“district” or “employer”) and the Diagonal Education Association (“association”), on behalf of the employees it represents, as defined in Article 1 herein, declare that providing the highest quality education possible for the students of the District is their mutual desire and goal.

The parties have reached certain understandings regarding salaries, benefits, hours and conditions of employment, as set forth hereafter.

ARTICLE 1
RECOGNITION

1.1 Recognition of the Association

The District recognizes the Association, an affiliate of the Iowa State Education Association and the National Education association, as the certified sole and exclusive collective bargaining representative, as set forth in Public Employment Relations Board Case No 4247, dated September 18, 1991, for the following employees:

INCLUDED: All professional employees of the District including teachers, counselors, librarians, certificated federal program instructors and coaches. Coaches to include: all certified coaches who hold a full or part time teaching position in the Diagonal Community School

EXCLUDED: Superintendent, principals and all nonprofessional employees and all others excluded by Section 4 of the Act.

Nonprofessional/classified employees to include bus drivers, cooks, custodians, paraprofessional, secretaries, nurse.

1.2 Definitions

A. The term “employee” as used in the Agreement, shall mean all professional employees described in Section 1.1 above.

B. The term “board” shall mean the Board of Education of the District or its duly authorized representatives.

C. The term “association” shall include the Association or its duly authorized representatives.

D. The term “nurse “ shall mean a registered nurse.

E. Serious illness, as used in Article 11, Section 2, Emergency Leave, shall be defined as an illness or accident requiring emergency room medical attention, outpatient clinic treatment, hospitalization and/or doctor’s office visit.

ARTICLE 2

ASSOCIATION RIGHTS

2.1 Use of Facilities

The Association, through its officers, may request from the Superintendent or his/her designee, the use of the employer's buildings and duplicating equipment for the purpose of Association meetings and to duplicate Association communications to employees. Such buildings and equipment shall not be used when such buildings and equipment are otherwise in use.

2.2 Communications

The Association shall have the right to post notices of Association meetings, its elections, and the results thereof, its social or education activities and such other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by the Agreement. The Association shall have the right to use the employer's school mail system for the distribution of such communications.

2.3 Board Policies

The president of the Association shall be given written notice of prospective changes in board policies, Series 400 to 406, ten (10) days in advance of any schedules board action to allow the Association to present an opinion and have it considered.

ARTICLE 3

EMPLOYER RIGHTS

The District shall have in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

A. Direct the work of its employees.

B. Hire, promote, demote, transfer, assign and train employees in positions within the District.

C. Suspend or discharge employees for proper cause.

D. Maintain the efficiency of its operation.

E. Relieve employees from duties because of lack of work or for other legitimate reasons.

F. Determine and implement methods, means, assignments and personnel by which the District's operations are to be conducted.

G. Take such actions as may be necessary to carry out the mission of the District.

H. Initiate, prepare, certify and administer its budget.

I. Exercise all powers and duties granted to the District by law.

ARTICLE 4

EMPLOYEE RIGHTS

A. Organize, form, join or assist any employee organization.

B. Negotiate collectively through representatives of their own choosing.

C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as any such activity is not prohibited by the Iowa Public Employment Relations Act or any other law of the state.

D. Refuse to join or participate in the activities of the employee organization, including the payment of any dues, fees or assessments, or service fees of any type.

ARTICLE 5

WORK YEAR AND HOURS

5.1 Work Year Defined

The work year for full-time employees shall be one hundred ninety (190) days including one hundred eighty (180) teaching days, six (6) in-service days and four (4) paid holidays (Labor Day, Thanksgiving, Christmas, and New Year's Day). Part-time employees, working less than one

hundred ninety (190) days shall receive in-service days, paid holidays, partial health insurance and sick leave to be prorated according to the time worked. Days added to a teachers contract above one hundred ninety (190) days will be paid at a per diem rate.

5.2 Extracurricular Activities

All employees shall be required to serve as ticket sellers, door or hall supervisors, etc. at extracurricular activities a maximum of four (4) times per year. Reimbursement for the above assignments shall be free admission to Diagonal Community School activities for the employee. Any employee failing to fulfill the assigned duties or not providing a suitable replacement will be subject to a loss of one half (1/2) day pay or personal leave.

5.3 Hours

A. The normal in-school working hours are from 7:45 A.M. to 3:30 P.M. Employees will be allowed to leave at 3:15 P.M. on Fridays. On days preceding holidays and vacation period, employees shall be released ten (10) minutes after the departure of the students. Teachers may be required to work a normal day on the day preceding the start of summer vacation (the last day of classes for students).

B. On days when students are scheduled for early dismissal or late start due to inclement weather, the employees work day shall begin fifteen (15) minutes before school begins.

C. An occasional early departure following student dismissal at 3:15 P.M. may be granted by the building principal.

D. If students have met the annual state hourly requirements and teachers still need to fulfill contractual days, administration and teachers will collaborate to determine best use of final days of student attendance. Calendar adjustments may be made as to the number of days students will return to make up 'snow days' or other hours missed. Teachers will be required to fulfill their contractual duty of 190 days. **Deleted: Administration will be allowed to determine a maximum of 50% of teacher contractual time as related to section 7.3.**

5.4 Meetings.

School meetings shall be held between the hours of 7:45 A.M. and 3:30 P.M. Occasional school meetings or events (i.e. open house, music programs, etc.) may be held outside contract hours when teachers are expected to attend. The district recognizes that special circumstances may occur when teachers when teachers would not be able to attend. It is the responsibility of the teacher to notify the administration.

5.5 Inclement Weather
Classroom teachers at the elementary may be assigned supervision in their rooms during inclement weather when students cannot go outside for **(deleted: noon)** recess.

ARTICLE 6
WAGES AND SALARIES

6.1 Schedule

The salary of each employee will be kept on file by the school business official.

6.2 Placement Schedule

A. Each employee shall be placed on his/her proper step on the placement schedule.

B. Credit for Experience
Previous teaching experience of teachers coming into the system may be accepted by the Board on the basis of full credit up to a maximum of eight (8) steps being allowed to any teacher new to the system. Such credit may include military teaching experience or alternative civilian teaching service required by the Selective Service System. Such experience may include teaching experience in the Peace Corps, VISTA or the National Teachers Corps.

C. Military Service
Leaves of absence shall be granted for military purposes but not to exceed the enlistment or draft period. Upon completion of military service, the individual is entitled to reinstatement at the same salary he/she would have received has he/she not taken such leave, but subject to the following conditions: that the position has not be abolished; that the individual makes written application for reinstatement to the Superintendent within ninety (90) days after termination of military service; and that the individual submit a discharge other than "dishonorable" from the military service.

6.3 Advancement of the Placement Schedule

A. Educational Lanes
Employees on the regular schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the high lane. For an employee to advance from one (1) educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than September 1st (first).

6.4 Method of Payment

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. If the pay date falls on Saturday or Sunday, checks will be ready on the last school day immediately preceding the specified pay day. New employees to the district will be required to do utilize direct deposit. Employees desiring direct deposit will submit account information to the district board secretary. It is the responsibility of the employee to notify the district of changes in their account information.

6.6 Extended Year Contract Rate

A. Teachers contracts will extend over a maximum time of one hundred ninety (190) days with a maximum of one hundred eighty (180) teaching days.

B. Certified personnel serving on an extended contract will be paid at a monthly rate of one-ninth (1/9) of the contract salary or the appropriate part thereof. Those paid one (1) month or one-ninth (1/9) of the contract salary shall work twenty-one (21) days; those paid one-half (1/2) month or one-eighteenth (1/18) contract salary shall work eleven (11) days; and any contract for less than the above shall be paid one-one hundred ninetieth (1/190) of the contract salary for the days worked (excluding summer school, driver's education and extra duties).

ARTICLE 7

SUPPLEMENTAL PAY

7.1 Supplemental Salary Schedule

The Salary Schedule for extracurricular duties is attached hereto as Schedule 2 and made a part thereof.

7.2 Travel Allowance

A. Expenses for approved travel outside the District and travel within the District caused by assignments shall be reimbursed. The rate of reimbursement shall be the rate established by state law. All personnel shall be reimbursed for any travel from the building in which they normally begin their day of service. This does not include travel to and from work and home.

School vehicles shall be utilized unless private or public transit is authorized by the Superintendent.

B. All employees of the District shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent and /or travel incurred under the policies of the Board. The rates for reimbursement shall be for actual expenses incurred for travel plus a rate set by state law for use of a private automobile or other similar conveyance.

ARTICLE 8

Benefits

8.1 Benefits Schedule

The district will implement the following benefit schedule to be paid monthly by the Business Manager. Part-time employees will be provided payment on a pro rated basis. This benefit will be paid as a cash option

Years of Employment	Cash Benefit Option
1-5	$211.89/month
6-10	$259.82/month
11-15	$272.43/month
16+	$286.31/month

8.2 Liability Insurance

All employees shall be covered by a school-financed liability insurance policy covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance after employees' liability insurance is exhausted.

8.3 Coverage

The benefits schedule and liability insurance programs shall be for twelve (12) consecutive months.

ARTICLE 9

LEAVES

9.0 Leaves shall be recorded in hourly increments and deducted from the employees leave.

9.1 Sick Leave

A. All employees are granted leaves of absence for personal illness or injury (yourself) with full pay in the following amounts:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th and subsequent years of employment	15 days

B. The above amounts shall apply only to consecutive years of employment in the District and unused portions shall be cumulative to a total of one hundred five (105) days. The District may require reasonable evidence for such (i.e. a doctor's note for leave of absence leave). Employees will be given access to the employee self-serve (ESS) to monitor leave.

C. Any teacher/administrator that begins their contract period with 105 sick days and has at least 93 days left at the end of the contract period shall be reimbursed for a maximum of three (3) days at a rate of $75.00 per day. Using ESS and the district provided google form, employees may request payment for unused sick leave and/or personal leave at end-of-year check out.

9.2 Emergency/Funeral Leave

A. The Board recognizes that certain emergencies may arise which could necessitate an absence not covered by sick leave provisions. Family member's illnesses will be deducted from the employees' emergency/funeral days.

An employee may be granted up to eight (8) days of emergency/funeral leave. The request for approval of the absence must be submitted to an administrator within five (5) days of the beginning of the absence. NO deduction of salary will be made if the absence is approved. Additional days may be granted at the discretion of the District. All personal days (section 11.3) must be exhausted before the request for additional emergency/funeral days is made to the Board.

Certified staff that have seven (7) full emergency/funeral days remaining at the end of the contract period shall be compensated $75.00. Using ESS and the district provided google form, employees may request payment for unused sick leave and/or personal leave at end-of-year check out.

9.3 Personal Leave

A. For occasional absences for which sick leave or emergency leave does not apply, an employee may be excused to attend to personal business. A maximum of two (2) days per year shall be granted. If a teacher does not use the personal leave they will be reimbursed at the rate of seventy-five dollars ($75.00) per day. If reimbursed for the days; the teacher forfeits the right to bank these days as referred to in section C.

B. The following conditions shall apply to both personal leave days:

*The employee must submit a request at least three (3) days prior to the day(s) requested, except in case of emergency

*Personal days will not be granted at a time when employee's absence may seriously hinder the overall operation of the school (i.e. opening day, closing day, examinations, work days, parent-teacher conference day, report card day, etc.)

*Personal leave may be taken in hourly increments.

C. Unused personal leave may accumulate to a total of five (5) days.

D. Using ESS and the district provided google form, employees may request payment for unused sick leave and/or personal leave at end-of-year check out.

9.4 Jury/Witness Leave

Employees will be excused for jury duty. The difference between his/her normal salary and the compensation for jury duty shall be paid. Employees requested by the District to testify in a school-related judicial or administrative proceeding shall be provided time off with pay.

9.5 Professional Leave

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. If any teacher or other employee wishes to be absent from duty to attend a professional meeting or to visit schools, a written request for the approval of such absence should signed by the principal and filed in the personnel office at least three (3) days prior to anticipated absence.

9.6 Military Leave

A leave of absence will be granted for reservists for training purposed but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay but employees are expected to take such training during times when the schools are not in session whenever possible.

9.7 Extended Leave

A leave of absence without pay may be granted by the District to any employee.

9.8 Maternity/Adoption Leave

A. Female employees maternity leave of up to thirty (30) days or until released by the attending physician may be taken from accumulated sick leave. Maternity leave will begin with the actual birth of the child.

B. Adoption leave of up to fifteen (15) days may be taken from accumulated sick leave.

ARTICLE 10

HEALTH AND SAFETY PROVISIONS

10.1 Medication and Medical Functions

No employee shall be required to dispense or administer medication or perform any other medical function except for certified personnel as provided by law.

10.2 First Aid

During the work day the employer shall provide, in each building, properly trained personnel and equipment necessary to ensure proper first aid treatment for employees.

10.3 Reporting Assaults

Employees shall immediately report either personally or emailed cases of assault suffered by them in connection with their employment to their principal and after consideration, the police may be advised.

10.4 Locker Search/Bomb Threat

No employee shall be required to do locker searches or search for bombs in he event of a bomb threat or suspicion of weapon or drug possession.

ARTICLE 11

COMPLIANCE AND DURATION

11.1 Individual Contract

Any individual contract of employment between the employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, during its duration, this agreement shall control.

11.2 Separability

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

11.3 Complete Agreement

This Agreement constitutes the entire agreement between the parties hereto and any modification of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications or additions to the Agreement during its life.

11.4 Duration

This contract shall be effective for one (1) year period for language beginning July 1, 2021, to and including June 30, 2022.

ARTICLE 12

SEVERANCE PAY

11.1

In the event that any level of the (high, middle or elementary) is eliminated, staff that are terminated shall receive a $1000 severance payment.

In the event that the entire district dissolves or is consolidated, staff shall receive severance pay for fifty (50) percent of unused leave (sick, emergency and personal) at a rate of seventy-five ($75.00) per day. These moneys shall be paid in the employee's last paycheck from the district. Employees will be required to complete a reimbursement form provided by the district on the final teacher workday at the end of the school year.

ARTICLE 12

HANDBOOK

12.1 Administration and designated certified staff will collaborate annually (no later than the last day of t teacher contracts) to review and revise the student handbook for submission to the school board for final approval.

ARTICLE 13

SIGNATURE PAGE

18.1 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.

DIAGONAL EDUCATION ASSOCIATION	DIAGONAL SCHOOL BOARD OF EDUCATION
By _____	By _____
It's President	It's President
By _____	By _____
It's Chief Negotiator	It's Chief Negotiator