AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

DANVILLE COMMUNITY SCHOOL DISTRICT

OF DANVILLE

AND

THE DANVILLE EDUCATION ASSOCIATION

FOR THE YEAR

2023-2024

ARTICLE I - RECOGNITION

Section I

The Board of Directors of Danville School District, here in-after referred to as the "Board", recognizes the Danville Education Association, hereinafter referred to as the "Association", if the association has been certified as the bargaining representative as described by Iowa House File 291 as the sole and exclusive representative of contracted, certificated personnel, hereinafter referred to as teachers or employees, but excluding the superintendent, principals and other administrative personnel having the authority to hire, transfer, assign, promote, discharge, evaluate or process grievances of other employees or having the responsibility to make recommendation thereon.

Section II

All professional employees, including classroom teachers, remedial reading teachers, librarians, guidance counselors and all special teachers (art, music, physical education, and learning disabilities) are included in the unit described above.

ARTICLE II - MANAGEMENT RIGHTS

Section I

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Directors which are not limited by the express language of this Agreement are retained by the Board provided, however, that no such rights shall be exercised so as to violate any provisions of the Agreement.

Section II

Unless limited by this agreement, the Board of Directors and Administration shall continue to have the exclusive right to exercise any and all powers and duties granted to any public employer by law.

ARTICLE III - ASSOCIATION RIGHTS

Section I

The employee shall have the right to make use of school buildings and facilities at reasonable times and upon prior approval for meetings.

Section II

Communications - upon notification of the Building Administration, the Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the district mail service and employee mailboxes for communications to employees with notification of the Building Administration.

Section III

Access to Members - Duty authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association Business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All visitors must first report to the office.

Section IV

The Board agrees to furnish to the Association, at their request, information about the financial condition of the district. The Board shall give information, at the Association's request, which may be necessary for the Association to process a complaint. Nothing herein shall require the Administration and Secretarial Staff to research and assemble information.

ARTICLE IV - GRIEVANCE PROCEDURES

Section I

Definition - A "grievance" is a complaint by an employee, or the Association, based upon a violation of this agreement.

Section II

Time limits - A "grievance" must be filed with the principal within ten (10) school days from the time of the event being grieved or it will be considered waived.

Section III

(a) The Association or an employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
(b) 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 interruption of the instructional program.
(c) A copy of the grievance form is contained in the appendix to this agreement.

Section IV

Procedure Steps

(a) First Step - An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

(b) Second Step - If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance, in writing, with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be written ten (10) school days from the date of notification of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee, Association and the Superintendent within (10) school days after receipt of the grievance.

(c) Third Step - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within (5) school days of receipt of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee, Association and the principal.

d) 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 notification on behalf of the Association and the grieving employee to the superintendent within twenty (20) school days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. The Public Employment Relations Board will be requested to provide a panel of three (3) arbitrators. Each of the two (2) parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the two (2) parties.

Section V

Expense for the arbitrator's service shall be borne equally by the school district and the Association.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the Association and his/her decision must be based on solely and only upon his/her interpretation of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the Association and his/her decision must be based solely and only upon his/her interpretation of the meeting of application of the express relevant language of the agreement.

Section VI

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

Section VII

Any aggrieved person may be represented at all stages of the grievance procedure by self, or, at his/her option, be accompanied by a representative selected or approved by the Association.

Section VIII

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V - EMPLOYEE WORK YEAR, HOURS, HOLIDAYS

Section I

The school year shall contain a regular teacher contract year of 190 days made up of no more than 180 teaching days, 4 in-service days depending on the number of teaching days and 6 holidays. New teachers to the system will have two additional day of in-service.

Section II

There will be no school held on the following days: (1) Labor Day; (2) Thanksgiving and the Friday after Thanksgiving; (3) the day before Christmas, Christmas and the day after Christmas; (4) New Year's Day; (5) President's Day; (6) Good Friday; (7) Memorial Day, unless approved by the Association.

Section III

The faculty will be surveyed to help determine the holidays on which school will be closed.

Section IV

In addition to time before and after pupil's day classroom employees shall have a least 225 minutes of classroom preparation time per week.

Section V

On a day preceding holidays, vacations and on Fridays, the employees' day will end after the close of the students' day, providing the students have left the teacher's area of the building and the buses have left.

Section VI

Nothing in this Article is to be construed as precluding any forms of supervision outside of scheduled school hours, which may relate to the teaching field or assigned extra duties.

Section VII

Employees may be required to come to work earlier than the beginning of the regular workday or to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings when scheduled. Meetings shall not be called after school on Fridays or any other day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

Section VIII

Notice for any meeting shall be given to the employees involved at least one day prior to meetings, except in an emergency.

Section IX

Employees may leave the building during their lunch period when they are not assigned to lunch duty by informing the office personnel. Employees may be allowed to leave the building during preparation time with permission from the building principal.

ARTICLE VI - SAFETY AND HEALTH PROVISIONS

Section I

An employee may, within the scope of their employment, use and apply such amount of force as is allowed by law 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 persons or property.

Section II

Whenever any legal action is brought against an employee resulting from the performance of assigned duties, the Board shall provide the employees with defense and indemnification but no such indemnification shall be required in the event of a judicial determination that such employee acted contrary to law.

Section III

The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of their duties.

Section IV

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.

Such notification shall be forwarded to the Association and to the Superintendent. The Superintendent shall comply with any specific request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE VII - IN-SERVICE

Section I

Professional Development will be determined by the Teacher Leadership Team with input from the three District Administrators along with collaboration from all departments prior to approval from the Danville CSD Board of Education.

Section II

The Board shall budget such funds as may be necessary to defray the cost of approved in-service programs.

ARTICLE VIII - LEAVES

Section I

Sick - All employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with a maximum of 120 days. Of the fifteen (15) days, ten (10) days (non accumulative) may be given to care for the employee's father, mother, children, foster children, stepparents, stepchild, parent-in-law, spouse, or permanent resident in the employee's household for whom the employee is the major caretaker and has the responsibility for physical care. Also as a subset, three (3) of these ten (10) family sick leave days may be used for siblings, grandparents, and grandchildren when these people become ill and/or disabled. After accumulating 120 sick days the employee will be paid, at his/her written request, one (1) day wages for every ten (10) sick days not used in a given year beyond 120 days.

An employee who is unable to work because of personal illness or disability; or illness, disability or death of a member of their immediate family (meaning spouse, parents, stepparents and children) and who has exhausted all sick leave available shall be granted a leave of absence without pay for the remainder of the school year.

The board shall, at the employee's direction continue medical insurance at the employee's expense until the end of the leave.

Section II

Maternity

1. Leave for maternity shall be considered sick leave and shall be at the discretion of employee's physician. In case of absence, for a female employee for maternity, sick leave policies shall apply.

2. Return Rights - The employee shall return to previously assigned full-time duties upon sufficient statement from the attending physician certifying fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges. An employee shall be entitled to all raises and

increments upon return if the employee serves at least one half (90 days) of the school year.

3. Sick Leave Use - The employee may use as many accumulated sick leave days for maternity leave as their physician deems necessary.

4. Extension Without Pay - Extended leave without pay for the remainder of the school year may be granted on application of the employee and approval of the employer. The employee shall have the opportunity to continue all fringe benefits for the duration of the leave at the employee's own expense.

Section III

Adoption Leave - Up to ten (10) days (non-accumulative) leave with pay shall be allowed for adopting a child. These ten (10) days will be deducted from the employee's sick leave. In case both parents are employed by the school district, said leave will only be granted to one. The same applies for a single parent.

Section IV

Religious - Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal without pay.

Section V

Jury or Legal - Any employee called for jury duty during school hours or who is required to appear as a non party witness in any judicial proceeding, shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Danville School District.

Section VI

Association - Up to three (3) days leave shall be available for faculty of the Association for Association business. (Faculty means a member doing Association business a total of three (3) days).

Section VII

Professional - Attendance at professional meetings or visiting other schools to observe specific programs may be permitted without loss of pay provided approval is received from the principal and the superintendent. All such absences shall be in accordance with guidelines approved by the Board.

Section VIII

Bereavement - Five (5) days (non accumulative) leave with pay shall be allowed for each death in the immediate family. Members of the immediate family shall include the following: mother, father, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, grandchild, stepmother, and stepfather. Ten (10) days (non accumulative) leave with pay shall be allowed for the death of spouse or child.

Two days bereavement leave shall be granted to attend a funeral of a person outside the immediate family. This leave shall be limited to two days per year, which shall be charged against bereavement leave.

Section IX

Personal Leave - Full time employees shall be granted three days (3) of personal leave per year. Two personal days may be rolled into the next school year with the total not to exceed 5 personal days in one school year.

A written notification for personal leave must be made to the building principal at least three days (3) before leave is to be taken except in case of emergency. Personal leaves before and after a holiday will be left to the discretion of the building principal.

No more than two teachers per school (example: elementary or junior-senior high) will be permitted to use personal leave on the same day.
Personal leave may be taken during the first and last week of the school year only with written permission from the Superintendent.

The Board will pay $100.00 to each employee, at his/her written request, for each unused personal day.

Section X

Educational - A leave of absence without pay of up to one (l) year shall be granted to any employee, upon application by March 15 for the purpose of engaging in study at an accredited college or university working for an advanced degree or for certification.

Section XI

Outside Teaching- A leave of absence without pay may be granted at the discretion of the Board for up to two (2) years for any employee who joins VISTA, or the National Teacher Corps or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed at the same position of the salary schedule, as they would have accrued had they taught in the system during such period.

Section XII

Other - Other temporary leaves of absence without pay may be granted in writing by the Superintendent.

ARTICLE IX – WAGES

Section I

The B.A. and M.A. and M.A.+ column semester hours must have been in the graduate level after the B.A. or M.A. is received. The courses must be approved beforehand by the Superintendent. Request for approval of work must be in writing and should clearly indicate the course title, course content and the institution where the employee will attend.

Section II

Employees on the salary schedule who move from one lane to a higher educational lane shall move to the corresponding eligible step on the higher lane, if available. To qualify for advancement from one horizontal salary classification to another on the basis of training, a certified transcript of credit earned or grade report shall be presented to the Superintendent by September 8th of the school year in which said

advance is to be effective. The employee's first paycheck shall reflect the change in the contract.

Section III

Employees will be paid in twenty four (24) installments on the 15th and the last day of each month. Employees shall receive their checks at their regular building and on regular school days. Teachers leaving the system can elect to be paid in a lump

Section IV

Exceptions:

(a) When a pay day falls on, during a school holiday or weekend, employees shall receive their paycheck on the last previous working day.

(b) Employees who are new in the teaching profession may, at their option by the first day of classes, elect to receive up to 50% of the first salary installment after the completion of the first five workdays of employment. The balance of the contracted salary shall be prorated over the remaining pay periods.

Section V

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

ARTICLE X - COMPLIANCE CLAUSES AND DURATION

Section I

Compliance Clause - Any individual contract between the Board and an individual employee, shall be subject to and consistent with the terms and conditions of this agreement.

Section II

Separability - In the event that any provision or part of Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative to the extent that it is contrary to law but all other provisions of this

Agreement shall remain in full force and effect for the duration of this Agreement. Any provisions of this Agreement that may become void or illegal will not open this agreement for renegotiation.

Section III

Printed Agreement - Copies of this Agreement shall be typed and copied by a clerical employee of the Board after agreement with the Association and format within (60) days after the Agreement is signed. The Board and the Association shall share equally in the cost of typing and printing the Agreement. The Board shall provide the Association with twenty (20) additional copies.

Section IV

Finality and Effect of Agreement - This Agreement constitutes the entire agreement between the parties hereto and any modifications 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.

DURATION

This agreement shall be effective July 1, 2023 and shall continue in effect until June 30, 2024.

This Agreement is signed this 10th day of April, 2023.

In Witness thereof:

Danville Education Association

President

Secretary

Board of Education of the Danville Community School District

President

Secretary

DANVILLE COMMUNITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM
(Must be filed within 10 school days of occurrence.)

Name of Grievant _____

Grievance # _____
(to be completed by Association)

School or Building _____

Date Filed _____
(to be completed by Administration)

STATEMENTS OR FACTS:

SPECIFIC PROVISION(S) OF AGREEMENT ALLEGEDLY VIOLATED:

RELIEF SOUGHT:

DISTRIBUTION OF FORM:
Principal

Grievant
Superintendent
Association

_____
(Signature of Grievant)

_____
(Date)

DANVILLE COMMUNITY SCHOOL DISTRICT

GRIEVANCE RESPONSE FORM
Level #2

Name of Grievant_____Grievance #_____
School or Building_____

DECISION OF ADMINISTRATOR

_____
(Signature)

Date of Decision _____

_____
(Title)

****

Position of Grievant and/or Association

_____Decision accepted.

_____Decision not accepted. (Appeal of a Level #2 decision must be made within five (5) days.)

Distribution of Form:
Principal
Grievant
Superintendent
Association

_____
(Signature of Grievant)

_____
(Date)

DANVILLE COMMUNITY SCHOOL DISTRICT

GRIEVANCE RESPONSE FORM
Level #3

Name of Grievant_____Grievance #____
School or Building_____

DECISION OF ADMINISTRATOR

_____
(Signature)

Date of Decision _____

_____
(Title)

****

Position of Grievant and/or Association

_____Decision accepted.

_____Decision not accepted. (Appeal of a Level #3 decision must be made within twenty (20) days.)

Distribution of Form:
Principal
Grievant
Superintendent
Association

_____
(Signature of Grievant)

_____
(Date)