

**BOYDEN-HULL
MASTER CONTRACT
2024-2025**

I.	Recognition	1
II.	Procedures	1
III.	Impasse	1
IV.	Grievance	2
V.	Annuities	3
VI.	Printing and Duration	3
VII.	Wages and Salaries	4
VIII.	Temporary Leave	6
IX.	Sick Leave	7
X.	Extended Leave	8
XI.	Seniority Provisions	8
XII.	Holidays	8
XIII.	Vacations	9
XIV.	Hours of Work	9
XV.	In-Service Training	9
	Signature Page	10
	Salary Schedule A	11

ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the Boyden-Hull Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 916) issued by the PERB on the 31st day of March, 1977. The unit described in the above certification is as follows:

All full and regular part-time classroom teachers, librarian, guidance counselor, athletic director, Title I personnel, and learning disabilities teachers.

B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Directors of the Boyden-Hull Community School District or its duly authorized representatives.
2. The term "employee," as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Boyden-Hull Education Association or its duly authorized representatives.

ARTICLE II: PROCEDURES

A. Presentation of Association Package

The presentation of the initial packages will be in accordance with Chapter 20, Code of Iowa.

B. Request for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the Board's designated representative. Requests from the Board shall be made in writing to the chief negotiator or his/her designated representatives.

C. Tentative Agreement

Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

ARTICLE III: IMPASSE PROCEDURE

IMPASSE shall be governed by the procedure outlined in Chapter 20 of the Code of Iowa.

ARTICLE IV: GRIEVANCE PROCEDURE

PHILOSOPHY: When a grievance does occur, it is desirable to settle that grievance at the lowest level possible.

A. Definitions

1. A "Grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
2. A grievance is a claim by an employee that there has been a misinterpretation, misapplication, or violation of the terms of this agreement.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean teacher employment days except as otherwise indicated.
5. If more than one employee files the same grievance those employees may combine into one group for further processing of their grievance.

B. Rights to Representation and Procedures

1. Grievants may represent themselves at all stages of the grievance procedure or, at his/her option, by an association representative selected by the grievant.
2. If the grievant does not meet the time limits stipulated the grievance may not be continued to the next higher level without the mutual consent of both parties. A grievance advanced to level II by mutual consent would again need mutual consent to be advanced to the arbitration level.
3. If the Principal or Superintendent does not meet the required time limits the grievant shall have the right to appeal the grievance to the next higher level of the procedure.
4. All grievances must list the specific articles and sections of the master contract that are alleged to have been violated.

C. Procedure

STEP I: Within 15 days following the occurrence of the alleged grievance the grievant may present the grievance to the Principal by written Form A. The Principal shall arrange for a meeting with the grievant and his/her representatives to take place within 5 days of his/her receipt of the appeal. Upon conclusion of the meeting, the Principal will have 5 days to provide his/her written decision, together with the reasons for the decision, to the grievant.

STEP II: If the grievant is not satisfied, the grievance may be referred to the Superintendent (Level II) within 3 days of response or 3 days after any time limit was not met by the Principal. The Superintendent shall arrange for a meeting with the grievant or his/her representative to take place within 10 days. The parties in interest shall have the right to include in the representation such witnesses as necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the Superintendent will have 5 days to provide his/her written decision together with the reasons for the decision to the grievant.

D. Exceptions to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved as soon as possible thereafter.

E. Grievance Forms

Forms for filing grievances will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

F. Grievances Processed After Expiration of Agreement

If a grievance is filed prior to the end of the contract term it will be processed under the terms of this Article even though the contract expires prior to the time the grievance is settled.

ARTICLE V: ANNUITIES

Effective January 1, 2009: Upon appropriate written authorization from an employee, the Board shall deduct from the employee's wages and make appropriate remittance for annuities. The selection of the annuity company by the employee shall be one of the companies chosen by the State of Iowa sponsored 403b plan. All administrative rules of the plan shall be governed by the state and their master plan document.

ARTICLE VI: PRINTING, NOTICES, AND DURATION

A. Printing Agreement

The agreement shall be jointly prepared by the Association's chief negotiator and the Superintendent. It shall be printed by the Board. Copies shall be given to each employee within 30 days after the agreement is signed (or during the school workshop for new employees). The Association shall receive an additional five copies of this agreement. The Board shall pay for the cost of preparing and printing of the contract.

B. Notices

Whenever any communication 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 electronic mail or letter at the following designated addresses or such other address as may be designated by a party in written notification to the other party.

1. If by the Association, to Board at 801 First St., Hull, Iowa
2. If by Board, to Association at 801 First St., Hull, Iowa
3. If by Association, to Superintendent at steve.grond@boyden-hull.org
4. If by Association, to Board Secretary at lori.hoven@boyden-hull.org
5. If by Board, to Association President at nikki.zylstra@boyden-hull.org
6. If by Board, to Association Secretary at janine.debruin@boyden-hull.org

C. Duration Period

This agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2025.

ARTICLE VII: WAGES AND SALARIES

A. Schedule

1. a. Current employees use the following to calculate their salary:
 - (1) Their current salary amount (excluding schedule B amounts and TSS) and adding an increase determined by the salary structure set out in schedule A.
 - (2) New hires's wages will correspond to a current employee's wages or will be placed on the hiring schedule as a new teacher. The administration will determine placement using both years of experience and educational lane when making the hiring recommendation to the Board of Directors. Extenuating circumstances may arise where the district will deviate from this practice to fill positions the district deems challenging to hire.
 - (3) When a teacher completes their 15th year of experience, they are considered a career teacher and placed in the career increment lane. If a new employee is hired and starts with eight (8) years of experience, once they complete their fifteenth (15) year, they move to the career increment lane.
- b. The Teacher Salary Supplement (TSS) amount to adjust the master schedule shall be calculated in the following manner:
 - (1) Total amount of distribution for TSS is determined after calculating the amounts needed for minimum salary payments.
 - (2) As a result of Phase II dollars previously established in schedule A the amount of TSS shall first be reduced by an amount equal to the Phase II funds (\$50,078) received by the district in the 2008-09 school year. The remaining amount shall then be reduced by employer's share of FICA and IPERS. The amount thus calculated will be divided by the estimated number of staff persons for the following school year and the salary cells in the master schedule shall be increased to reflect this amount. In the event that the number of staff persons varies from the estimate, the parties agree that the schedule is funded first by TSS funds and then by the general fund.
2. Part-time employees - The salary of any part time employee shall be prorated by one or more of the following formulas:
 - a. Adjustment for days ---
$$\frac{\text{contract days}}{190}$$
 - b. Adjustment for hours ---
$$\frac{\text{hours per day}}{8}$$
 - c. Teaching periods per day ---
$$\frac{\text{number of periods}}{8}$$

B. Credit for Experience

1. **Degree Teachers:** Full credit shall be given from state accredited public or nonpublic schools for outside experience to new teachers.
2. **Validation of outside teaching experience:** In order to receive credit for experience gained in other systems, affidavits attesting to this experience must be filed with the Superintendent. The affidavits must be signed by a qualified person, such as the Superintendent of the school in which the experience has been received.
3. **Credit Granted for Part-Time Teaching in the Boyden-Hull System:** Credit for one year of advancement on the salary schedule shall be given for each year of service in a given year if the employee returns to a position no greater than a 25% increase in full-time equivalence. If an employee's contract for the coming year increases by more than 25% full-time equivalence, all previous experience gained shall be prorated on the basis of the percent of time worked for past experience to the percent of time involved in the new position. Years of experience contracted at 66% or more will be credited as fulltime (100%). The percent of time in a given year may be figured by hours worked or by the number of periods assigned. If there is a reduction in the time contracted, experience for a given year can never be credited at more than 1 step for advancement.
4. **Credit Given for Partial Years and/or Part-Time Teaching Experience Outside the District:**
Credit for advancement on the salary schedule will not be given for contracted time that involves less than 90 scheduled student days in a given year. In evaluating a teacher's years of experience, no credit shall be given for fractional years of experience unless such fractional years add up to a full year's experience.

5. **Adjustment to Salary Schedule:** Employees who are contracted more than 90 scheduled student days in a contract year in the Boyden-Hull District shall be given full credit for one year of service toward the next increment step the following year. If the employee was not full time during the contracted time, credit given will be prorated for part-time teachers whose contracted time is increased (see Section 3 above).

C. Educational Lanes Course Notice, Approval, and Transcript Filing

1. Advanced notice of all courses required.
 - a. Teachers must provide advanced, written notification to the Superintendent for all courses they will be taking for schedule advancement. The notice will be valid for 1 year from the date the notification is filed.
2. Advanced approval for courses needed.
 - a. Advanced approval for courses which are documented as being in the employee's graduate program will be automatically approved.
 - b. All courses not in an approved graduate program must be approved in advanced by the Superintendent if they are to count towards lane advancement.
3. Filing of Transcripts and/or Grade Slips.
 - a. Verification of completion of course work that will be counted towards lane advancement must be filed with the district before advancement can occur.
 1. Permanent Verification - Must be made before hours earned will result in a salary advancement. Permanent verification can only be done with college transcripts. Permanent verification must be on file by October 1 of the year in which a lane advancement will be made. If transcripts (not grade slips) are not filed by October 1, it shall be the Board's option to not grant the increase.
4. All courses being used for lane advancement must have been completed by September 1 of the year of the advancement.
5. Employees who move to a higher educational lane shall move to the corresponding eligible step on the higher lane, but not more than one (1) increment advance in any one year.
6. Employees on the MA+15 lane must have earned at least 8 semester hours of credit within the last 10 years unless a degree beyond the masters has been earned. Employees on the MA+15 lane who no longer meet the currency for credits requirement will be placed on the MA lane.

D. Method of Payment

1. Pay Periods - Each employee shall be paid in twelve (12) installments on the 20th of each month.
2. New employees will be required to participate in direct deposit. The employee will incur no fees and will be able to choose the financial institution they wish.
3. Exceptions:
 - a. When pay date falls on or during a school holiday, vacation other than summer, or weekend, employees shall receive their paychecks on the last previous working day.
 - b. July and August checks may be distributed in the month of June.
4. Paychecks will not be mailed without written authorization from the employee to mail the paycheck. Pay stubs may be mailed without written consent. If paychecks are normally distributed in person, and an employee is absent from work on the regularly scheduled payday, the paycheck will not be mailed without written authorization from the employee to mail the paycheck.

ARTICLE VIII: TEMPORARY LEAVES

A. Personal Leave

A total of two (2) days per year may be used for personal leave. Unused personal leave may be carried over from one year to the next, not to exceed a total of three (3) days available in any one year, including the two days for the current school year. This leave may be used at the discretion of the employee but with the exceptions noted below:

1. The days may only be denied by the district if:
 - a. There has not been advance notice of 3 days given to the district.
 - b. The leave is requested for days before or after a vacation period or on an in-service day/staff professional development day or on a Parent/Teacher Conference Day.
 - c. There are more than two (2) employees in the building requesting leave on the same day.
2. Payment for Days of Personal Leave
 - a. For the first, second, and third day of personal leave, employees shall be paid at 100% of their regular rate.
 - b. Payment for unused personal leave. Staff members who are currently employed or who had submitted a timely (not after due date of contract) resignation and who did not use any personal leave the previous year shall receive a payment equivalent to one day of substitute's pay (prorated for part-time staff). Personal leave granted under sections 3A, and 3B below and also leave granted to assistant coaches for attendance at state events shall not disqualify employees from this payment. Payment for those who have resigned will be with their last check.
 - c. Use of less than a full day of personal leave. Personal leave may be pro-rated into 1/4ths.
3. Special Exceptions
 - a. Personal leave at 3:30 may be granted with no deduction but it will count as 1/8th day of personal leave.
 - b. Employees may use personal leave for attending Boyden-Hull events in which a son or daughter is participating. All limitations listed above will apply except there shall be no limitation on the number of teacher/parents who may use personal leave on the same day for attending a Boyden-Hull event in which a son or daughter is participating.

B. Leave for Jury Duty

Any employee called for jury duty during school hours shall be provided such time. Any fees or remuneration the employee receives less expenses during such leave shall be turned over to the Boyden-Hull School system.

C. Bereavement Leave

1. Teachers shall be allowed up to five (5) days per occurrence for death in the immediate family. Members of the immediate family shall consist of: father, mother, husband, wife, son, daughter, brother, sister, and grandchild.
2. Up to three (3) days per occurrence will be allowed for the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent. One extra day may be added if the distance involved in these bereavements exceeds 200 miles one way.
3. In case of death of any other relative, one day of absence per occurrence shall be allowed without loss of pay for attendance at the funeral.
4. One (1) day per year may be used for other bereavements not covered or in addition to the above.

D. Illness in the Immediate Family

Up to a maximum of five (5) days may be used for illness in immediate family. The first three days will be granted without pay deduction, but will be deducted. An additional two (2) days of family illness will be allowed with sub pay deduction from the employee. These days can be used in any order. Immediate family shall include: husband, wife, father, mother, children, and siblings.

E. Professional Leave and Reimbursement of Expenses

All professional leave must have the approval of the building Principal and Superintendent. Requests for reimbursement will not be honored if they have not received advance approval of the Superintendent.

F. Trips Earned by Spouses

Requests for absence for trips earned by spouse will only be considered every two years. Any absence for the trip will result in loss of pay. In most cases absence of more than 5 school days will not be allowed. This leave needs Board approval.

G. Other Leave

Other temporary leaves of absence may be granted by the Superintendent. Such leave may be unpaid, with substitute (or equivalent) pay deducted, or with full pay and shall not be grievable.

H. Early Leaves

A maximum of two days per semester an employee may leave between the hours of 3:30 p.m. and 4:00 p.m. for dental or medical appointments for the employee, or the employee's immediate family. Advance notice must be given to the Principal.

I. Adoption Leave

Up to (10) days of adoption leave shall be available for the employee as paid leave in the event of the adoption of a child. These days must be used for activities related to the adoption either prior to the placement of children or immediately after the adoption takes place. The Superintendent may request documentation verifying the adoption process.

ARTICLE IX: SICK LEAVE

A. Sick Leave

Teachers shall be granted leave for personal illness with full pay on the following basis:

IN ADDITION - Sick leave may be used for non-emergency doctor, dentist, and eye doctor appointments that cannot be scheduled outside of the school day.

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth & subsequent years of employment	15 days

Sick leave may be accumulated up to and including 120 days. Sick leave for the present year shall not be added until one full day of service has been rendered to the District.

B. Transfer of Sick Leave

Experienced teachers may transfer five days of unused accumulated sick leave from previous public school.

C. Illness Verification

In cases of extended absences and frequently recurring absences due to illness, the Superintendent may request a doctor's statement to verify the illness.

D. Sick Leave Bank

1. Commencing with the start of the new school year, employees will have the opportunity to donate one day of their accumulated sick leave to a sick leave bank. A decision to participate in the sick leave bank must be made prior to September 15.
2. In order to be eligible to use the sick leave bank, an employee must have donated one day of sick leave in the current school year. The individual applicant must have used all available personal accumulated sick leave and accumulated personal days.
3. A district-wide sick leave bank committee, consisting of the BHEA President (who shall serve as chair), Vice-President, an at-large member, and one representative from each attendance center, will make all decisions regarding the utilization of sick leave bank days. The business manager shall serve as a non-voting member of the committee.
4. Unused sick leave bank days remaining at the end of the year will be lost with no days carried into the succeeding school year.

ARTICLE X: EXTENDED LEAVES OF ABSENCE

A. Public Office

A leave of absence without pay not to exceed two years may be granted to any employee, upon written application, for the purpose of serving in an elected state or national public office. Upon return from such leave the employee shall be placed at the same position of the salary schedule as when he/she was granted the leave of absence. The employee must give the Board six months' notice of her/his plan to return to the district.

B. Miscellaneous extended leaves of absence

Extended leaves of absence for up to 12 months may be granted to employees in certain cases. This extended leave must have the approval of the Superintendent and the School Board. All such leaves approved shall be without any benefits provided by the Board. Situations where extended leave will be considered include -- adoption, prenatal conditions, child-rearing following birth, serious illness in the family, and educational improvement in cases where such leave shall be related to and a benefit to the performance of the employee's duties in the Boyden-Hull District. In most instances extended leaves granted will not be allowed to overlap into two (2) school years (September - May is a school year).

C. Return of the employee following extended leaves A and B listed above

Employees returning from an extended leave of absence shall be guaranteed a position (unless their position has been eliminated under the staff reduction article) however they may be reassigned into a position different than what they held preceding the extended leave.

ARTICLE XI: SENIORITY PROVISIONS

A. Seniority Determination

Seniority shall be district-wide and shall be computed from the date the employee provided contract services to the District. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority accumulation.

If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of the Agreement shall be determined by the date the employee signed the individual contract. If still the same it shall be determined by drawing lots.

B. Seniority Ranking

By October 1 the Superintendent shall give the Association a list ranking the seniority of each employee.

ARTICLE XII: HOLIDAYS

A. All members of the bargaining unit shall be entitled to the following five (5) paid holidays:

- | | | | | |
|--------------|---------------------|------------------|-------------------|--------------------|
| 1. Labor Day | 2. Thanksgiving Day | 3. Christmas Day | 4. New Year's Day | 5. Presidents' Day |
|--------------|---------------------|------------------|-------------------|--------------------|

B. No employee shall be required to perform duties on any of the above holidays, except Presidents' Day and then only if it is used to make up a snow day.

ARTICLE XIII: VACATIONS

- A. Unpaid vacation days shall consist of the Friday after Thanksgiving, Good Friday, the Monday after Easter, and Memorial Day. In addition, a minimum of five work days shall be included in the school calendar as unpaid vacation days annually for the Christmas break.
- B. The Board reserves the right to make up teaching days missed per the adoption of the school calendar.
- C. On the day of school preceding Thanksgiving, Christmas, and Easter vacation, school will be dismissed at 1:00 p.m.

ARTICLE XIV: HOURS OF WORK

- A. The Work Day is 8:00 a.m. - 4:00 p.m. or 7:45a.m. – 3:45p.m.. Employees must maintain a schedule for a semester and inform their building level principal. The administration retains an option to hold employees after 4:00 (but no later than 4:50) or to request them to come in early (7:30) for teachers' meetings or other exceptions where the time for the basic day needs to be altered. This will be no more than 24 meetings per year, with no more than one per week, unless otherwise agreed to by the Association.
- B. When students are dismissed for vacation periods, Fridays, or due to inclement weather, staff members may leave when the buses have left for the regular routes.
- C. Teachers will not be required to come to school on days whenever student attendance is not required due to inclement weather.

ARTICLE XV: IN-SERVICE TRAINING

A. In-Service Training Day

The board reserves the right to set a calendar that is in compliance with state law in terms of contract hours. The total amount of contract days for teachers shall remain one hundred ninety (190) and shall consist of professional development days and/or student contact days. The minimum amount of full-day professional development days for teachers shall be six (6). For new employees there will be one day in addition to the number of inservice days designated by the board within 190 contract. In addition to the professional/in-service training days regularly scheduled by the Administration, there shall be the equivalent of four (4) one-half (1/2) day in-services. One half day inservice shall be between semesters and is to be used for the purpose of completing grades and preparation for second semester. These shall be scheduled as late starts or early dismissals within the regular work hours. The length of the calendar will be at the Board's discretion. The Board reserves the right to divide one full day of in-service of the 190 or 191 contracted days into two half days. This shall not impact the total number of days in the contract.

B. In-Service Committee Responsibilities

An in-service committee will be established for planning the content and the format of the one-half (1/2) day in-services. The committee shall present its plan for administrative approval at least thirty (30) days prior to the in-service day.

C. State Mandated Training Days

If the legislature of the State of Iowa passes a bill requiring additional days of staff development, the district and the association will negotiate the per diem compensation for certified teachers.

D. Pay for Additional Days of In-Service

If there is an additional day(s) of staff development beyond the current 190-day contract, payment will be at the individual teacher's per diem pay. This does not include the in-service day for new teacher orientation. If a full day of in-service is divided into two half days it will not impact the total number of days within the contract and teachers will not be paid an additional per diem rate.

- E. When part-time employees are required by the school to attend an in-service that is not part of their regular contracted hours, they shall be paid only for the time of the in-service based upon their per diem rate.

- F. The last day of inservice before school starts will be left to the teacher's discretion in fulfilling the required contractual time with the following stipulations:

- If teachers are required to be present for open house they will arrange their hours to fit this time in their day.
- Building-level principals may call meetings during this day. If building-level meetings are scheduled, building teachers are required to be in attendance. No building-level meeting will be scheduled until after 12:00PM on this day.

SIGNATURE PAGE

2024-25 CONTRACT

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 8th day of August, 2024.

Boyden-Hull Education Association

By Nicole L. Zylstra
President

By Brad VanHake
Chief Negotiator

Boyden-Hull Community School

By [Signature]

Board President