

AKRON WESTFIELD COMMUNITY SCHOOL DISTRICT

NEGOTIATED MASTER AGREEMENT

BETWEEN

AKRON WESTFIELD BOARD OF EDUCATION

AND

AKRON WESTFIELD EDUCATION ASSOCIATION

EFFECTIVE DATES

JULY 1, 2024 TO JUNE 30, 2029

TABLE OF CONTENTS

ARTICLE NUMBER	PROCEDURE	PAGE
I	IMPASSE.....	3
II	GRIEVANCE.....	3
III	LEAVES OF ABSENCE	5
IV	SENIORITY.....	10
V	WAGES AND SALARIES	10
VI	HOURS	12
VII	LICENSED STAFF SALARIES	13
	SALARY SCHEDULE "A" (for compensation).....	14
VIII	SUPPLEMENTARY SCHEDULES	15
	SALARY SCHEDULE "B"	15
	SALARY SCHEDULE "D".....	17
IX	SAFE SCHOOLS	17
X	APPENDIX	18
	APPENDIX A Grievance Form.....	18
	APPENDIX B Individual Extended Contract.....	19
	APPENDIX C Hiring Salary Schedule for 2023-2024	20
XI	DOCUMENT AUTHORIZATION & SIGNATURE.....	21
XII	MOU TEACHER LEADERSHIP AND COMPENSATION	22

ARTICLE I IMPASSE PROCEDURES

The impasse procedures will be found in Chapter 20 of the Iowa Code, using a one-person arbitration as found in Section 22.

ARTICLE II GRIEVANCE PROCEDURES

A. DEFINITIONS

1. Grievance. A grievance is a claim by an employee or the Akron Westfield Education Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
2. Grievant. A 'grievant' is the person or the Association making the complaint or grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, acceptable solutions to the problems which may from time to time arise.

C. PROCEDURE

1. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
2. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be processed prior to the end of the school year or within a maximum of 20 days thereafter. In the event that a grievance is filed within twenty (20) days of the last day of school, a meeting involving the interested parties of Levels I, II and III shall be arranged by the supervisor/principal of Level I within two (2) calendar days of the notification. These parties shall determine a pro-rated allotment of days assigned to each Level of the Grievance Procedure whose combined total does not exceed the twenty (20) day maximum allowed after the last day of school.

If a grievant fails to meet the deadline set forth in this preceding paragraph for reasons which are not attributable to the grievant, then the grievant shall not be barred from processing the involved grievance.

3. Level One - Principal or Immediate Supervisor (Informal).
Any grievant who has a grievance shall discuss it first with her/his principal or immediate supervisor, in an attempt to resolve the matter informally at that level. A grievant may have a representative from the Akron-Westfield Education Association present when she/he meets with her/his principal or immediate supervisor. This must be completed within twenty (20) school days from the time the grievant knew, or could have known, or had access to facts constituting the basis of the grievance. Any grievance resolutions at this level shall have no precedential value in any future grievance proceeding.
4. Level Two - Principal (Formal)
If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the grievant may invoke the formal grievance within ten (10) days on the forms set forth in Appendix A. The grievance form shall be available from the Association representative or the Principal and said form shall be signed by the grievant. A copy of the grievance form shall be signed and delivered to the appropriate Principal or immediate supervisor. The Principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal

grievance and shall furnish a copy thereof to the grievant and his representative, if any. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the designated time period, the grievance shall be transmitted to level three.

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within twenty (20) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent.

5. Level Three - Superintendent

The Superintendent or his/her representative shall meet with the grievant and his/her representative, if any, within five (5) school days of the receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent shall indicate his disposition of the grievance in writing to the grievant and his/her representative, if any, the Board of Education and the Association. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) school days of the receipt of said grievance, the grievance may be transmitted to level four.

6. Level Four - Arbitration

The Association, if it desires, shall within ten (10) school days of the disposition submit the grievance to arbitration with the grievant approval. b) The following procedures will be used to secure the services of an arbitrator: Within ten (10) school days after written notice to the superintendent of submission to arbitration, the parties shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of five arbitrators shall be made to the Public Employment Relations Board.

Within three (3) days of the receipt of the list of arbitrators the parties shall select an arbitrator by alternately removing a name from the list until one name remains. The person whose name remains shall be the arbitrator. The parties shall determine by lot which party shall remove the first name from the list submitted by the Public Employment Relations Board. The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding.

D. MISCELLANEOUS

1. **Written Decisions.** All decisions rendered at levels two through four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
2. **Separate Grievance File.** 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 personal file.
3. **Meetings and Hearings.** All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representative(s), heretofore referred to in this article.
4. A grievance form to be used by a grievant will be attached to this contract as Appendix A.

ARTICLE III LEAVES OF ABSENCE

In the event of an early out or late start on days that an employee's leave has been approved, the leave will be treated like there was a full day of school and will not be credited back to the employee. In the event of a no school day the leave is cancelled and will be credited back to the employee. The Superintendent shall have the discretion to grant leave beyond the Master Contract in accordance with Board policy.

A. SICK LEAVE

All certified professional employees shall be entitled to sick leave accumulated to 95 days at the rate of:

1st year	.	.	.	.	.	.	11 days
2nd year	.	.	.	.	.	.	12 days
3rd year	.	.	.	.	.	.	13 days
4th year	.	.	.	.	.	.	14 days
5th year and subsequent years.	.	.	.	.	.	.	15 days

1. The minimum unit of usage of sick leave shall be one-fourth (1/4) day whenever leave is confined to less than 2 consecutive hours.
2. Elective surgery may or may not be considered an illness. The decision will be left to the Board of Education and the Administrators. Medical opinion will be the major factor to be considered by the Board.
3. Medical Maternity/Paternity Leave
Sick Leave granted for use in maternity situations shall be limited to six (6) consecutive weeks unless mutually extended due to a medically approved condition. Sick Leave granted for use in paternity situations shall be limited to five (5) days to be used within 6 weeks of the birth of the child.
4. In the 5th and subsequent years, at the beginning of the school year each eligible employee shall be credited with 15 days of sick leave. The employee, beginning the year with 95 accumulated sick leave days, will actually have 110 sick leave days for his or her use during the school year. However, only 95 days may be carried into the next school year.
5. Sick Leave Bank
 - A. Establishment:
A sick leave bank will be established for the use of employees who choose to participate. Use of sick leave bank days will commence on the first day after the exhaustion of personal sick leave days and will continue until the employee has received their physician's approval to return to work or the exhaustion of the sick leave bank allowed days as outlined in section (D). The bank year will be the contract year. There will be no carryover of days from one year to the next. Contributed sick leave days may not be returned to employees at the end of the year.
 - B. Eligibility:
In order to be eligible to participate in the benefits of the sick leave bank, employees:
 1. must meet the accumulation requirements as described in section (C),
 2. must contribute between 1 and 4 days of sick leave to the bank,
 3. and must enroll in the bank no later than September 15th of the current school year.
 - C. Accumulation Requirement
Employees must have 40 days of accumulated sick leave at the beginning of the school year to participate fully. Employees with less than 30 days will be allowed usage as described in section D.

D. Usage of Bank Days

After September 15th of each school year, the total number of sick leave days in the bank and the number of eligible employees will be calculated and reported to the association. Eligible employees who have exhausted their personal sick leave may apply for sick leave bank benefits at a ratio of 10 sick leave days for each personal sick leave day contributed, and on a first come-first served basis as follows:

- 1) Employees who had accumulated 40+days of sick leave may contribute 1 to 4 days to the sick leave bank.
- 2) Employees who had accumulated 30+days of sick leave may contribute 1 to 3 days to the sick leave bank.
- 3) Employees who had accumulated 20-29 days of sick leave may contribute 1 to 2 days to the sick leave bank.
- 4) Employees who had accumulated 11-19 days of sick leave may contribute 1 day to the sick leave bank.

The superintendent will grant requests for use of the sick leave bank based on determination of need.

6. Up to twenty-five days of sick leave may be transferred from another district upon starting employment at Akron-Westfield.

B. JURY AND LEGAL

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding or who shall be required by the officer in charge to testify in any arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over the Akron-Westfield Community School District excluding reimbursement for expenses provided receipts are submitted by the employee showing actual expenditures for expenses. This provision, however, excludes a teacher subpoenaed in a matter where one of the parties to the controversy is the Board and/or Association or the teacher is a principal to the litigation. Employees using this provision and being released from jury duty before noon of any day will be requested to call in to their administrative supervisor for possible assigned duties for the remainder of that school day.

C. PROFESSIONAL LEAVE – PROCEDURES

1. At the beginning of every school year, each employee shall be granted two days to be used for the employee's professional leave. All such leaves shall be in accordance with the guidelines approved by the Board of Education and shall be only granted for the improvement of instruction.
2. Teachers may be absent without deduction of pay for a period of not to exceed two (2) days each school year provided prior approval is obtained from the administration. Personal mileage at the current state rate will be paid up to two times. The school district will pay up to \$300.00 for expenses provided an itemized bill is presented to the Board of Education. The number of teachers who may attend in any one year can be limited by the Board of Education.
3. Mileage or expenses will not be paid on days in which all of the teachers are dismissed and classes are not held. Exception: The Administration will determine the dollars per teacher allotted for teacher visitation days based on budget conditions.
4. Every attempt will be made by the administration to provide access to professional leave to all teachers. This may require use of a rotating schedule due to limited funds in a given year.

D. ASSOCIATION LEAVE

Permission will be granted each year for two teachers to attend business meetings of the Association for one or two days without the loss of pay, provided such meetings do not involve political activities of the Association.

E. PRE-DETERMINED TEMPORARY DISABILITY

Sick leave benefits for predetermined temporary disability leave shall be granted for the period of medical confinement (as hereinafter defined) occurring during the time of the regular contract work period pursuant to the following provisions:

1. Except as hereafter modified, all policies, rules and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave benefits for predetermined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties as provided in Paragraph (3) hereof.
2. An employee shall notify the superintendent or superintendent's designee as soon as practical.
3. Following a predetermined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties, and the date that such incapacity terminated. Sick leave benefits, to the extent accumulated sick leaves earned, shall be paid only for such period of incapacity.

The determination whether the employee is capable of returning to work following the predetermined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, and the employee's physician and may also be in consultation with a physician of the School District's own choosing.

F. FAMILY ILLNESS

Licensed personnel may be granted family leave of absence with pay for a maximum of five days per academic year due to illness of a member of their family. This leave would also include persons living in the employee's immediate household. Approval shall be left to the administrator. Family shall mean the employee's spouse, child, step-child, parent, brother, sister, grandchild, daughter/son-in-law, or parent-in-law. Immediate household shall mean any other person living within the employee's household dwelling. Unused days of immediate household illness leave can be cumulative to a maximum of two (2) days.

G. BEREAVEMENT

Up to five (5) days of leave may be granted at any one time in the event of the death of the employee's spouse, child, grandchild, parent, brother, sister, son-, daughter-, father-, mother-, brother-, and sister-in-law or any other member of the immediate household. Employees may be granted up to three (3) days in the event of the death of a friend or relative outside the employee's immediate family.

H. PERSONAL LEAVE

1. Each employee shall be eligible for paid personal leave which will be distributed at the following levels.
Employees in years 1 through 10 at Akron-Westfield will receive two (2) days of paid personal leave.
Employees in years 11 through 20 at Akron-Westfield will receive three (3) days of paid personal leave.
Employees in years 21 and beyond at Akron-Westfield will receive four (4) days of paid personal leave per year.

At the end of the school year employees with unused days shall have the following options:

- A.) To carry a maximum of two days cumulative to five (5) into the next year
- B.) Receive substitute pay level one for any unused day or portion thereof
- C.) Any combination of the previous two options

- 2. Requests for personal leave shall be made in writing one (1) week in advance of the date of the employee's intended absence. In the event of an emergency which prohibits prior approval, permission may be secured by telephone or in person, and then followed by a written request within five (5) days of the staff member's return. The minimum usage shall be one-fourth (1/4) day whenever leave is confined to less than 2 consecutive hours.
- 3. Should the number of personal leave requests occurring on one day cause a staffing problem, the superintendent or his designee shall have the discretion to grant only those requests for which substitutes may be obtained. The superintendent or his designee shall make a good faith effort to obtain substitutes. Normally, no more than two people will be allowed to take personal leave on the same day. When personal leave requests must be denied, the superintendent or his designee shall base his/her decision on the date and time the request was received, except in cases of emergency.

I. RELIGIOUS LEAVE

Any employee whose religious affiliation request the observation of holidays other than those scheduled in the school calendar may obtain leave without pay upon written application to the principal for a period of time not to exceed two (2) days. Approval shall be left to the administrator.

J. LEAVE FOR GOOD CAUSE

There will be no other extended leaves of absence granted (unless for extremely exceptional circumstances which are approved by the Board of Education for good cause shown). If approved by the Board, there will be no advancement on salary schedule.

K. MISCELLANEOUS PROCEDURES

- 1. Application for all types of leave shall be in writing unless circumstances such as accident or illness prevent prior application.
- 2. All extended leaves shall be limited to no more than one year.
- 3. Written notice of intention to either return or resign shall be given to the superintendent by April 15 of the year in which the leave expires.
- 4. Emergency is when an unforeseen circumstance or state of affairs occurs and due to the loss of control over the timing of the situation a need for immediate attention to the situation occurs which requires being absent from the job assignment.

L. EMERGENCY TEMPORARY LEAVE

The superintendent may grant emergency temporary leaves of absence with pay, in the following instances:

- 1. granting the employee use of personal sick leave days if all other leaves are exhausted.
- 2. requiring the employee to reimburse the district for the cost of the substitute being hired.

This leave shall not be grievable under this contract.

M. FAMILY AND MEDICAL EXTENDED LEAVE

The Board desires to comply with the Family and Medical Leave Act and has developed the following policy in implementing the FMLA which shall in no way reduce or adversely impact any other provision of this Agreement.

N. Part-time employees will receive leaves in proportion to their percent of employment.

BOARD POLICY AKRON-WESTFIELD COMMUNITY SCHOOLS

FAMILY AND MEDICAL LEAVE POLICY

This policy is intended to implement the Family and Medical Leave Act.

In addition to any leave benefit provided to employees under the terms of the collective bargaining agreement between the Board and the Akron-Westfield Education Association, an employee who has been employed by the District for at least 12 months and who has performed at least 1250 hours of service during the previous 12-month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of a child and in order to care for the child.
This leave is in conjunction with any 1) Sick or 2) Personal Paid Leaves which the employee has accumulated.
2. Placement of a child with the employee for adoption or foster care.
This leave is in conjunction with any 1) Personal Paid Leave which the employee has accumulated and may include additional days granted under the Emergency Temporary Leave clause.
3. To care for a spouse, child, or parent who has a serious health condition.
This leave is in conjunction with any 1) Personal or 2) Immediate Household Paid Leaves which the employee has accumulated.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

This leave is in conjunction with any 1) Sick or 2) Personal Paid Leaves which the employee has accumulated.

A total of 12 work weeks of leave during any 12-month period may be granted under this policy. The term "12-month period" means that period of consecutive calendar month, or portions thereof, which begins with the commencement of the first day of leave under the Family and Medical Leave Act and/or this policy. Leave must be taken on a sustained or uninterrupted basis, except that intermittent leave may be taken, when medically necessary, to care for a spouse, child, or parent who has a serious health condition or because of a serious health condition of the employee.

The employee shall use all available paid leave time to which he or she is entitled prior to the commencement of unpaid leave. The employee shall provide as much prior notice as possible, preferably a minimum of 30 days.

Medical certification of a serious medical condition of the employee, spouse, child, or parent shall be required and a second opinion may be requested by the District at the District's cost. The District may also require periodic reports on the employee's status and a fitness-for-duty report to return to work.

During a leave granted under this policy, the employee's group insurance benefits will be continued, provided the employee continues to remit his/her share of the premium, if applicable.

The employee will be permitted to return to his/her former position or an equivalent position with equivalent pay and benefits.

ARTICLE IV SENIORITY

A. SENIORITY DETERMINATION

Seniority shall mean the total number of years that the employee has taught in the Akron, Westfield, and/or Akron-Westfield School district (the years do not have to be consecutive). The definition of the term half-time employee shall be a licensed employee with a 0.5 FTE ratio teaching assignment. The definition of the term *full-time employee* shall be a licensed employee with a 1.0 FTE ratio teaching assignment. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority. Employees on board-approved extended leaves of absence shall retain seniority.

B. SENIORITY, CERTIFICATIONS, APPROVALS AND ENDORSEMENT LIST

By September 30th of each school year, the superintendent shall provide each employee and the Akron-Westfield Education Association with a list showing seniority of each employee, including but not limited to the date the employee signed a contract with the Akron Community School, Westfield Community School, or Akron-Westfield Community School District, the number of years each employee has taught in the above school systems and the percentage of full-time for each contract year. If the actual date the employee signed his or her contract is not available, the list shall show the date the Board of Education approved the contract or the year for which the contract was signed. In addition, the list shall show each employee's certification, endorsements and approvals. Employees will have ten (10) working days to notify the superintendent of any inaccuracies in the list. After ten (10) working days, an employee will not have the right to challenge the accuracy of the list.

ARTICLE V WAGES & SALARIES

A. SALARY

Teachers who continue employment with Akron-Westfield shall be paid at the rate shown on Schedule "A".

B. PLACEMENT ON SALARY SCHEDULE

Credit for experience for purposes of placement on Schedule "A" shall not be limited except as set forth on Schedule "A". Credit for experience in the same sport at the interscholastic or college level will be granted for placement on Supplemental Schedule "B". Boys and girl's sports, as well as comparable sports (i.e. baseball and softball) will be accepted.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Salaries Frozen. Any teacher may be placed on formal probation by "freezing" the teacher's salary at present pay level. This shall mean the identical salary as the previous year, without any increase granted pursuant to contract negotiations.

2. Educational Lanes.

- (a.) This language applies to those employees who were under contract for the 2013-2014 school year and continue to be employed by the Akron-Westfield School.

Employees will be granted pay as is shown on Schedule "A" for advancement from one educational lane to another. The lanes shall be as follow: BA, BA + 10, BA + 20, BA + 30, BA + 45/MA, MA + 15, MA+30. For advancement from one educational lane to the next, the employee shall file suitable evidence of additional educational credit with the superintendent no later than September 20 of each school year if the person is to receive a revised salary contract due to the level of educational advancement. In order for credit hours to be accepted,

the credit hours must be graduate level and they must be in the teaching field or specialty approved by the administration.

- (b.) This language applies to those employees hired after the 2013-2014 school year.

Employees will be granted pay as is shown on Schedule "A" for advancement from one educational lane to another. The lanes shall be as follow: BA, BA + 10, BA + 20, BA + 30, MA, MA + 15, MA+30. For advancement from one educational lane to the next, the employee shall file suitable evidence of additional educational credit with the superintendent no later than September 20 of each school year if the person is to receive a revised salary contract due to the level of educational advancement. In order for credit hours to be accepted, the credit hours must be graduate level and they must be in the teaching field or specialty approved by the administration.

D. PART TIME EMPLOYEES

Each part time employee will be placed on the correct step of the "Hiring Salary Schedule for "2023-2024" commensurate with his or her years of service and educational qualification granted at hire unless their salary is impacted by new TSS funding provided as a result of the 2024 legislative session. Their salary, benefits, and duties will be calculated in proportion to their percent of employment. A single health insurance policy will be offered to anyone who is thirty hours or three-fourths time. Under no circumstances will any new employee be hired off the "Hiring Salary Schedule for "2023-2024", unless their salary is impacted by new TSS funding provided as a result of the 2024 legislative session.

E. CONDITIONS OF PAYMENT

In order to receive the salary, all employees shall be properly licensed by the Department of Education and shall have on file in the Akron-Westfield school superintendent's office the following items:

1. College transcript (official)
2. DOE approval statement
3. Teacher license from the State of Iowa
4. Other forms required by the school administration

F. METHOD OF PAYMENT

1. Pay Period. Each employee shall be paid in twelve (12) or nine (9) equal installments on the twentieth (20) of each month. Employees shall receive their checks at their regular building and on regular school days.
2. Exceptions. If a payday shall fall on a non-school day, the employee shall receive his check on the last previous school day. Employees who are new in the teaching profession may, at their option, elect to receive up to 5/190 of their salary after the completion of the first five (5) workdays of employment. The balance of the contracted salary shall then be pro-rated over the remaining pay period. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee. The employee may elect to pick up the summer check at the school office if he/she so desires.
3. Employees are encouraged to participate in automatic deposits set up in the bank accounts of their choice and/or designation.

G. EMPLOYEES RETURNING TO DISTRICT

Any employee with previous teaching experience in the Akron-Westfield School district, Akron and/or Westfield School District shall, upon returning to the district, be restored up to the salary of a staff member with equivalent educational advancement and years of experience.

H. INDIVIDUAL EXTENDED CONTRACTS

1. Employees who perform teaching, counseling, curriculum writing/revision, in-service activities, committees and other services performed on Individual Extended Contracts, shall be compensated at their per diem rate.
2. If an employee receives an Individual Extended Contract for a particular assignment, but is unable to complete the assignment as stated on the contract, then the employee will return said contract to the administrator listed on the contract form with an accompanying explanation. Partial compensation will be based on mutually agreed percent of the assignment finished.

I. CONTRACT RELEASE

Release from a contract, after July 1st of any given school year, shall be contingent upon finding a suitable replacement. Licensed personnel, whose circumstances place them within the previous sentence timeline, when requesting release from a contract after it has been signed and before it expires, will be required to pay the board, before the release is given, \$500 for expenses to locate and hire a suitable replacement. Any additional charges up to \$1,500 will be paid upon receipt of an itemized statement of total expenses.

J. NON-TEACHING EXPERIENCE

Employees with experience in a non-teaching field may be credited at a maximum of 50% of their non-teaching years to determine placement on the hiring schedule or to find a similar teacher for the purpose of establishing base pay.

ARTICLE VI HOURS

A. WORK YEAR

Employees agree to a contract year of up to 190 teacher workdays, to include: up to 180 teaching days as required to meet the students' requirements as set by the Department of Education, five paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day); and five (5) in-service days. At least two but no more than three of the five in-service days will be scheduled prior to commencement of fall classes, with one-half (1/2) of one day reserved for teachers to work independently in their own areas. In-service days scheduled between semesters will also allow one-half (1/2) of one day reserved for teachers to work independently in their own areas. In-service days scheduled at the end of the teaching year will also allow one-half (1/2) of one day reserved for teachers to work independently in their own areas. Any additional days required and funded by the state beyond the stated contract days (190), shall be paid according to state mandate.

B. WORK DAY

1. The normal workday shall begin at 8:05 am and end at 3:45 pm, except Fridays and days preceding holidays and vacation periods when the workday shall end at the close of the students' day.
2. The administration shall develop a duty-free lunch period of at least 25 minutes; during the workday or the district shall provide a paid duty lunch for each employee assigned to cover lunchtime during the workday, which is in addition to the normal teaching time. Employees may leave the building, after checking out at the office, during their lunch period.
3. It is recognized that the total school program includes events such as open houses, in-service meetings, parent-teacher conferences and faculty meetings and all similar type school functions and programs. School committee assignments will be made on an equitable basis, taking into account the other duties performed by employees, including extracurricular duties and the time commitment for each committee involvement.

4. From time to time, the administration may require a change in the daily hours for employees and may also require an employee to attend programs and functions such as those covered by paragraph #3. The building administrator may allow an employee to leave before 3:45 or the end of the school day for good cause or on days when contract hours have been extended. Good Cause shall refer to any medical or emergency situation which may involve the employee or a member of the employee's immediate household.
5. Employees will receive a personal pass and guest complimentary pass for all school sponsored activities in exchange for working at two (2) of the following assignments: ticket duty or student supervision at plays, athletics, music programs, homecoming activities, wrestling tournament duties and other similar functions. One pass shall be issued in the employee's name and the other to "Guest." Employees that are assigned to work more than the two assignments will be rotated for duty on a yearly basis and compensated \$25/duty or session. Workers at the Wrestling Tournament (not counting ticket duty) shall be compensated \$25/ session along with their one (1) assignment. The Tournament Director, if other than the Athletic Director, shall be credited with two (2) assignments.
6. The Administration shall give two (2) days' notice of regular faculty meetings. A faculty meeting shall be considered to be a faculty-wide meeting at the elementary and/or middle school and/or high school level. The general topic of the meeting shall be included in the notice. In event of emergency meeting, no notice is required.
7. Each employee is guaranteed a minimum of five (5) duty-free periods per week or approximately 3.75 hours per week for academic preparation. Employees may waive this guarantee. If an employee is required to give up their preparation time by the administrator, then they shall be compensated at the per diem rate.

ARTICLE VII LICENSED STAFF SALARIES

Schedule A, for the 2024-2025 school year, shall be handled as follows:

- A certified staff member with less than 12 year of teaching experience at the end of the 2023-2024 school year, and earning less than \$47,500, shall earn the new state minimum of \$47,500. Traditional salary increases due to lane and/or step changes, as described in Article V Section C, will not be applied for these staff members.
- A certified staff member with at least 12 years of teaching experience at the end of the 2023-2024 school year, and earning less than \$60,000, shall earn the new state minimum of \$60,000. Traditional salary increases due to lane and/or step changes, as described in Article V Section C, will not be applied for these staff members.
- Certified staff members currently at or above the minimums listed above, and not eligible to receive any of the additional Teacher Salary Supplement (TSS) funding, shall have their base salary advances by \$1,490 per FTE, as compared to their 2023-2024 contracts. Traditional increased due to lane and/or step changes will be applied for these staff members.
- The State of Iowa is providing additional Teacher Salary Supplemental (TSS) funding for any certified staff not currently at or above the minimum amounts listed above. If the additional TSS funds provided to a certified staff member are less than \$1,754, a one-time bonus equal to the difference between the two amounts will be paid to that staff member.

Total Package increase for certified staff members is 5.05%, or \$208,892. This includes an increase to insurance of \$53,076 that is being covered by the school district.

Schedule "A"

Salary increased due to lane and/or step changes will not be in effect for any certified staff member whose salary is being impacted by the additional Teacher Salary Supplement funds provided as a result of the legislative changes from the 2024 session.

- A. This language applies to employees who were under contract for the 2013-2014 school year and continue to be employed by the Akron-Westfield School.

In the event that a full-time teacher changes from a BA to a BA+10 or from a BA+10 to a BA+20 or from a BA+20 to a BA+30 the teacher shall receive an additional \$1,200. In the event that a full-time teacher changes from a BA+45/MA to a MA+15 or from a MA+15 to a MA+30, the teacher shall receive an additional \$1,000. In the event that a teacher changes from a BA+30 to a BA+45/MA, the teacher shall receive an additional \$1,200 beyond the salary stated above. Part time employees shall receive lane change increases commensurate with their percent of employment. Lanes for new hires will be referenced to the "Hiring Salary Schedule for 2023-2024" unless salary will be impacted by new TSS funding.

- B. This language applies to employees hired after the 2013-2014 school year.

In the event that a full-time teacher changes from a BA to a BA+10 or from a BA+10 to a BA+20 or from a BA+20 to a BA+30 the teacher shall receive an additional \$1,200. In the event that a full-time teacher changes from a MA to a MA+15 or from a MA+15 to a MA+30, the teacher shall receive an additional \$1,000. In the event that a teacher changes from a BA+30 to MA, the teacher shall receive an additional \$1,200 beyond the salary stated above. Part time employees shall receive lane change increases commensurate with their percent of employment. Lanes for new hires will be referenced to the "Hiring Salary Schedule for 2023-2024" unless salary will be impacted by new TSS funding.

- C. The Employee's schedule salary is their base salary with bargained increase plus lane increase if earned and then plus the Teacher Salary Supplement. A teacher's base salary is calculated without Teacher Salary Supplement dollars. The Teacher Salary Supplement dollars received by the Akron-Westfield School is considered flow through funding for the certified staff (excluding the technology director). This money will be used only to supplement teacher's salaries. The Teacher Salary Supplement dollar allocation per FTE will be determined by taking the total Teacher Salary Supplement dollars less a 5% holdback, removing the District's share of FICA and IPERs, and then dividing by the total FTE at the time of negotiations. This will be the set dollar amount per FTE for the next fiscal year. This fixed dollar amount will be added to teacher's base salary for the next year. If the total TSS dollars are not spent, the remaining balance will be divided equally among the total current FTE's and paid out on June 20th of each year. If the total TSS dollars are overspent, the overspent amount will be adjusted in the total TSS allocation for the next fiscal year. If the Teacher Salary Supplement allocation is not set by the state government at the time of negotiations a reasonable estimate will be used.

- D. Hiring salary for new employees whose salary is not impacted by new TSS funding.
Each new employee will be placed on the "Hiring Salary Schedule for 2023-2024" based on a step no greater than his or her actual years of teaching experience, educational qualification, and percent of F.T.E. Any employee who has rendered at least ninety (90) school days of any school year shall be given full credit for one year of service toward the next increment step for the following year. "Hiring Salary Schedule for 2023-2024" is attached to this agreement. In no event shall the salary at which a new staff member is hired be less than \$36,800 without TSS funds. The base salary shall be calculated by taking

99% of the old base plus the settlement increase for one FTE. New hires will receive salary as per the Hiring Salary Schedule plus appropriate TSS money.

ARTICLE VIII SUPPLEMENTAL SCHEDULES

- A. Any employee with previous experience on the supplemental schedule in the Akron-Westfield School District, Akron or Westfield School Districts, shall upon returning to the district be granted the step previously accumulated on the Supplemental Schedule.
- B. Credit for experience for placement of new hires on the Supplemental Schedule will be granted if this work experience was interscholastic, grades (7-12) or college level, and in the same sport/activity.

Schedule "B"

Schedule B, for the 2024-2025 and the 2025-2026 school years, shall be handled as follows:

- Schedule B dollar amounts will remain unchanged with one exception for the 2024-2025 school year, level 7 shall be increased by 1.5%
- The Schedule B Matrix will have an increase to the number of rows, that represent years of experience, adding rows 12 and 13, while maintaining the average increase per row.
- Drill Team Director will be moved from Level 3 to Level 4 on the Level Placement of Positions.

When the number of participants in a sport or extracurricular activity exceeds 29 students per coach or supervisor, then an assistant coach or supervisor will be hired to assist.

If the middle school coaching positions are not during the school day, the amount will be 25% more.

----- Level Placement of Positions -----

Level 1

Assistant Speech Director
 National History Day Director
 FCCLA Sponsor
 Student Council Advisor .50 FTE
 National Honor Society Advisor .50 FTE
 Project Prom Coordinator .50 FTE

Level 2

Assistant Musical Director
 Junior Class Sponsor
 Large Group Speech Director
 Individual Speech Contest Sponsor
 Assistant Drill Team Director
 Middle-School Assistant Coach

Level 3

Concession Stand Mgr.
 Middle-School Head Coach
 Annual Staff Sponsor
 Drill Team Director
 Head Play Director/Musical Director
 Home Events Manager (12 HS & 10 MS Events)

Level 4

Assistant High School Coach
 Vocal/Instrumental Music - Sponsors

Level 5

High-School Head Coach
 Athletic Director
 Head Golf (Boys & Girls)
 Strength & Conditioning Coach

Level 6

Activity Bus Sponsors
 Chaperone

Level 7

Cheerleading Sponsor
 Basketball 36%
 Wrestling 36%
 Football 28%

Schedule B for the 2024-2025 school years:

LEVELS			2024-2025				
EXP	1	2	3	4	5	6	7
1	\$1,174	\$1,351	\$1,699	\$3,276	\$4,551	\$0	\$0
2	\$1,245	\$1,420	\$1,771	\$3,417	\$4,763	\$0	\$0
3	\$1,314	\$1,490	\$1,842	\$3,557	\$4,974	\$26	\$3,396
5	\$1,456	\$1,631	\$1,984	\$3,838	\$5,396	\$0	\$0
6	\$1,526	\$1,700	\$2,055	\$3,979	\$5,607	\$0	\$0
7	\$1,596	\$1,770	\$2,127	\$4,119	\$5,817	\$0	\$0
8	\$1,666	\$1,840	\$2,197	\$4,259	\$6,028	\$0	\$0
9	\$1,737	\$1,909	\$2,268	\$4,401	\$6,240	\$0	\$0
10	\$1,807	\$1,979	\$2,340	\$4,541	\$6,451	\$0	\$0
11	\$1,877	\$2,049	\$2,411	\$4,682	\$6,662	\$0	\$0
12	\$1,947	\$2,119	\$2,482	\$4,822	\$6,873	\$0	\$0
13	\$2,017	\$2,189	\$2,553	\$4,962	\$7,084	\$0	\$0

Schedule "D"

Schedule D – The technology director’s beginning salary shall be determined by the “Hiring Salary Schedule for 2023-2024”, unless the salary is impacted by new TSS funding provided starting in the 2024-2025 school year with duties to be assigned by the Superintendent. The technology director is considered a member of this bargaining unit with benefits and leaves as stated in this master contract (excluding teacher quality money and lane changes).

ARTICLE IX SAFE SCHOOLS POLICY

UNSAFE AND HAZARDOUS CONDITIONS

When in the judgment of the employee an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, said condition will be reported promptly to the Principal. This report shall be in writing and on a form provided by the school district and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment, use and apply such amount of force as is lawful and necessary 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 a pupil, for the purpose of self-defense, or for the protection of persons or property.

ASSAULT UPON AN EMPLOYEE

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

The Board shall give its cooperation in any proceedings initiated by an employee arising from an assault upon the employee while acting in the scope of the employee's duties. The Board shall not be obligated to pay for any of the employee's legal expenses relating to such a proceeding.

ARTICLE X
Appendix "A"

AKRON-WESTFIELD COMMUNITY SCHOOL DISTRICT

GRIEVANCE FORM

Level _____ Date Filed _____

Name _____

Building _____

A. Statement of Appeal/Grievance

B. _____

Signature _____ Date _____

Disposition of Level One _____

Signature of Official _____ Date _____

Disposition of Level Two _____

Signature of Official _____ Date _____

Disposition of Level Three _____

Signature of Official _____ Date _____

Disposition of Level Four _____

Signature of Official _____ Date _____

For use by those with level responsibility

Copies to:

Level Two

Principal or immediate supervisor

Level Three

Superintendent

Level Four

Arbitration

Appendix "B"

AKRON-WESTFIELD COMMUNITY SCHOOL DISTRICT

EXTENDED INDIVIDUAL CONTRACT

For work done beyond the regular school day or year by certified staff at Akron-Westfield community Schools.

Administrator: _____

Teacher: _____

Date: _____

I. Nature of Assignment (Check One) _____

- _____ A. Teaching or Counseling
- _____ B. Curriculum or Standards writing or revision
- _____ C. In-service activity
- _____ D. Committee assignment
- _____ E. Phase III project
- _____ F. Other; please specify

II. Specific description of work assigned: _____

1. What work will be done?

2. When will the work be done?

Beginning Date: _____

Ending Date: _____

3. Estimated time needed to complete assignment: _____ hours

4. Compensation information. Match the letters (A-F) to Part I Nature of Assignment

Payment is: (Check One)

- _____ per diem (A)
- _____ Standard \$\$ rate per hour (B & C)
- _____ Stipend (D, E, & F)
- _____ Gratis (D & E)

5. Total payment due at completion of assignment: \$\$ _____

Teacher Signature: _____

Administrator Signature: _____

Appendix “C”

For the 2024-2025 school year, any new certified employees who are hired using this hiring schedule will have \$1,754 (\$1,490 salary plus \$26 TSS) added to the total listed here. This is in line with the negotiated settlement for current staff not impacted by new TSS funding provided as a result of the 2024 legislative session.

Hiring Schedule for 2023-2024								
STEP		BA	BA+ 10	BA+20	BA+30	MA	MA+15	MA+30
1	Base	\$36,800	\$38,000	\$39,200	\$40,400	\$41,600	\$42,600	\$43,600
	TSS	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088
	Total	\$42,888	\$44,088	\$45,288	\$46,488	\$47,688	\$48,688	\$49,688
2	Base	\$37,172	\$38,372	\$39,572	\$40,772	\$41,972	\$42,972	\$43,972
	TSS	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088
	Total	\$43,260	\$44,460	\$45,660	\$46,860	\$48,060	\$49,060	\$50,060
3	Base	\$37,532	\$38,732	\$39,932	\$41,132	\$42,332	\$43,332	\$44,332
	TSS	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088
	Total	\$43,620	\$44,820	\$46,020	\$47,220	\$48,420	\$49,420	\$50,420
4	Base	\$37,881	\$39,081	\$40,281	\$41,481	\$42,681	\$43,681	\$44,681
	TSS	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088	\$6,088
	Total	\$43,969	\$45,169	\$46,369	\$47,569	\$48,769	\$49,769	\$50,769

LANE INCREASES		
BA	BA+10	\$ 1,200.00
BA+10	BA+20	\$ 1,200.00
BA+20	BA+30	\$ 1,200.00
BA+30	MA	\$ 1,200.00
MA	MA+15	\$ 1,000.00
MA+15	MA+30	\$ 1,000.00

ARTICLE XI

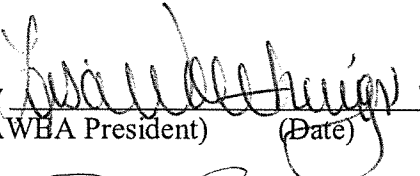
Document Authorization

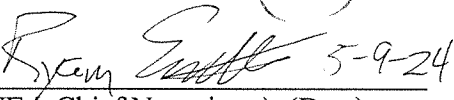
The involved parties have caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on the day and year written below.

DURATION PERIOD

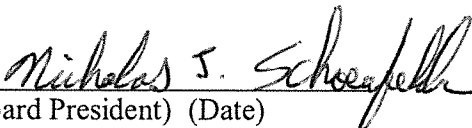
The duration of the negotiated contract is July 1, 2024 through June 30, 2029 with annual wage re-openers. Language will reopen if mutually agreed between the Akron-Westfield Education Association and the Akron-Westfield Board of Education.

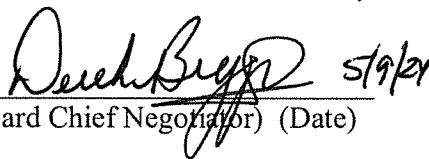
AKRON-WESTFIELD EDUCATION ASSOC.

by  5-9-24
(AWEA President) (Date)

by  5-9-24
(AWEA Chief Negotiator) (Date)

AKRON-WESTFIELD BOARD OF EDUCATION

by 
(Board President) (Date)

by  5/9/24
(Board Chief Negotiator) (Date)

ARTICLE XII
Memorandum of Understanding
Teacher Leadership and Compensation (TLC)

The Akron Westfield Community School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership and Compensation System. The Akron Westfield Community School District and the Akron Westfield Education Association have reached the following agreement in regard to Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership and Compensation (TLC) system. This Memorandum of Understanding (MOU) shall be in effect for the 2024-2025 school year and shall be reviewed and/or amended on an annual basis thereafter.

1. Selection Committee.

- A. The district will appoint a selection committee for the TLC. The committee shall be comprised of two to five teachers and two administrators. The two administrators will be appointed by the Superintendent. The teachers will be appointed by the AWEA and approved by the two administrators.
- B. The committee will accept and review applications for a TLC position and will make recommendations to the Superintendent and Board for appointment. In developing recommendations, the committee will utilize measures of teacher effectiveness/professional growth, consider the needs of the school district and review the performance/professional development of the applicants. Teachers who are selected must meet all of the qualifications contained in the TLC grant and contained in the law. Teachers interested in applying for a leadership position may not serve on the selection committee for that specific position.

2. Assignment of Teacher Leaders.

- A. Teachers assigned to TLC positions shall retain their regular teaching contract issued in accordance with Iowa Code Chap. 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chap. 279.
- B. A teacher who wishes to resign from his/her TLC position for the subsequent school year may do so prior to March 15. The resignation will not impact the teacher's regular 279 continuing contract unless the letter of resignation references the teacher's entire contract. Teaching assignments and staff reduction of teacher leaders will be governed by the Employee Handbook.
- C. If the District is going to terminate the teacher's TLC contract, it must notify the teacher by April 15 and meet with the teacher to discuss the reasons. The termination of the TLC contract will not impact the teacher's 279 continuing contract. The teacher will be placed in the teacher's former position. If the former position does not exist, the teacher may fill any vacant bargaining unit position in which he/she is qualified. If there is no vacant position, the staff reduction Article outlined in Article VI will be used to create a position.

3. **Teacher Leadership Compensation.**
The salary supplements received by teachers assigned to TLC positions will be as specified in the District's approved Teacher Leadership grant application. The salary supplement is compensation to the teacher in the TLC position for the additional contract days and hours of work required of the teacher.
4. **Hours of Work.**
Teachers in TLC positions will work the number of hours specified in Article XI and as necessary to perform the duties of their teaching and TLC position.
5. **Work Year.**
Teachers in TLC positions will work the number of days specified in the District's approved TLC grant application and as provided by law.
6. **Seniority.**
Teachers in TLC positions will be considered members of the bargaining unit and will continue to accrue seniority.
7. **Funding for Program.**
Teacher leadership supplement foundation aid from the state shall be required to sustain the TLC program. The TLC salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.
8. **Separation from Teacher Evaluation.**
This memorandum of understanding will establish a wall between the TLC system and the evaluation process for the performance of teaching duties. Teachers in TLC positions will not evaluate other teachers. The TLC position evaluation will not negatively impact a teacher's evaluation under Article III of the Master Contract.
9. **TLC costing for Collective bargaining**
The salaries paid from the TLC grant shall not be a part of the costing for Master Contract bargaining.
10. **Enforcement**
This MOU shall become an addendum to the Master Contract and will be subject to the grievance process found in Article II of the Master Contract.
11. **TSS and TLC**
If teachers are hired to replace teacher leaders (TLC Positions) and those teachers are eligible under Iowa law to receive Teacher Salary Supplement (TSS), the TSS amount for those hired to be Teacher Leaders will be totally funded from the TLC grant amount.