MASTER CONTRACT

BETWEEN

CENTRAL LYON SCHOOLS

AND

CENTRAL LYON EDUCATION ASSOCIATION

July 1, 2021 - June 30, 2024

Included: All regular full and part-time professional employees including: classroom teachers (preschool, TK, K-12), librarian(s), special teachers, reading teachers and guidance counselors.

Excluded: Superintendent, principals, non-professional employees and all other public employees excluded by Section 20.4 of the Act.

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ARTICLE I LEAVES OF ABSENCE

All benefits granted by this contract (i.e. leaves, insurance, etc.) will be granted based upon the percentage of full time employment.

A. SICK LEAVE

Employees shall be granted sick leave as follows:

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

The above amounts of sick leave shall apply only to consecutive years of employment in the Central Lyon School District, and unused portions shall be cumulative to a total of ninety (90) days plus the sick leave for the current year of employment. This policy shall be retroactive to the first day of employment.

When using sick leave for a prescheduled doctor's appointment within 50 miles of Rock Rapids, the employee may use ½ day per appointment. If the appointment is 51 or more miles away from Rock Rapids, the employee may use a full sick day. If a ½ day is not possible because of scheduling, a full day may be granted at the discretion of the Superintendent. The preceding statement also applies to family emergency leave and the Federal Medical Leave Act.

An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This sick leave bank will carry over any unused days until the next school year to a maximum of 200 days.

B. PERSONAL LEAVE

Certified personnel leave shall be granted two (2) days personal leave per contract year with no questions asked.

This leave shall be granted subject to the following restrictions:

- A. Such leave may not be used during the first (1st) day of in-service for a new school year, the first or last student contact day, a full in-service day or during parent-teacher conferences according to the master calendar. Extenuating circumstances are at the discretion of the Superintendent.
- B. A limitation of two (2) persons per day shall apply in the high school, and a limitation of three (3) persons per day shall apply in the elementary/middle school. Additional persons will be allowed to use their personal leave if suitable substitute teachers are available according to the discretion of the administration.
- C. Leave may accumulate up to a total of four (4) days.
- D. When personal leave is not used, the employee will not be compensated for unused days at the end of the contract year.
- E. Personal days must be requested at least 24 hours in advance if possible, to give adequate time for administration to secure a suitable substitute. It is a professional expectation that a good faith effort is made to notify the building principal at least 24 hours in advance.

C. FAMILY EMERGENCY LEAVE

- 1. An employee covered by this contract is eligible to use up to 4 days of his/her allotted sick leave for family emergency in which imminent danger exists as determined by the Superintendent or illness of a parent, child or stepchild, or spouse.
- 2. An employee will be allowed to use his/her family emergency days if a grandparent, grandchild, sibling, mother-in-law, or father-in-law is hospitalized, under the direct supervision of a health care professional, or actively dying.
- 3. All other related family emergency leave requests are at the discretion of the Superintendent. The intent of this leave is not for babysitting children or grandchildren who are not hospitalized or otherwise covered under Article I, Part C, and Family Emergency Leave #2.
- 4. If an employee voluntarily donates one of his family emergency days to the family emergency sick leave bank, that employee will be eligible to draw up to five (5) additional family emergency days per school year if they have donated one (1) of their sick days by July 1st of that current fiscal school year. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. Unused days in the bank are not cumulative from one (1) contract year to another.

D. FEDERAL MEDICAL LEAVE ACT

- 1. If an employee has a situation which qualifies for the Federal Medical Leave Act, the employee will be allowed to use all of his/her accumulated sick leave.
- 2. An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This bank will carry over any unused days until the next school year to a maximum of 200 days.

E. BEREAVEMENT LEAVE

Eighty percent of an employee's allowable bereavement days may be used within 21 calendar days of the actual death. Twenty percent of allowable days may be used within one calendar year from the actual death. Extenuating circumstances are at the discretion of the Superintendent. The number of days of leave designated for each category shall be provided to an employee on a per occurrence basis.

DAYS	CATEGORIES
10 days	Spouse, son, daughter, step-child, and/or legal dependents
5 days	Mother, father, sister, or brother
5 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-
	law, son-in-law, and daughter-in-law, provided travel
	distance is over 250 miles
4 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in
	law, son-in-law, and daughter-in-law, provided travel
	distance is 250 miles or less
3 days	Grandmother, grandfather
1 day	Any other funeral 25 or more miles from Rock Rapids
1/2 day	Any other funeral less than 25 miles from Rock Rapids

If an employee is asked to be a pallbearer or the funeral is for any relative, the 25 mile limit will be waived. When attending funerals, the building principal must be notified at least one day prior to the employee's absence. If the funeral is on a Monday, the building principal could be called as late as Sunday at home.

F. PROFESSIONAL LEAVE

Attendance at educational meetings or visiting other schools is permitted at full pay, if such absence is recommended by the building principal and is approved by the Superintendent. Expenses for such leave shall be approved by the Superintendent prior to attendance.

G. GRIEVANCE LEAVE

If the Association determines that the investigation or processing of any grievance requires that a bargaining unit member or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

H. JURY DUTY LEAVE

Any employee who is summoned for jury duty during school hours or who is subpoenaed to testify as a witness in a judicial or administrative proceeding to which he/she is not a party shall be provided leave with pay for such duty or testimony and shall return to work upon completion of his/her jury duty or testimony. The employee is to remit to the District all payment provided or void payment to the District of leave with pay.

I. UNPAID LEAVES OF ABSENCE

Unpaid leave of absence may be granted at the discretion of the Superintendent and is not subject to grievance procedures. Request for the leave must be in writing from the requester stating the purpose, dates, and length of time for unpaid leave. The request must be submitted at least five (5) working days prior to the first (1st) day of the requested leave. The timelines may be waived at the discretion of the Superintendent. All days granted under this leave shall be without pay with the deduction at the employee's daily per diem rate of pay.

ARTICLE II SALARY SCHEDULE PLACEMENT ON SALARY SCHEDULE EXTENDED CONTRACTS IOWA COMMUNICATIONS NETWORK TEACHING

A. PLACEMENT ON SALARY SCHEDULE

The initial placement of staff on the salary schedule shall be the responsibility of the Superintendent of Schools.

- 1. New employees who have not had previous teaching experience shall be placed at the base salary upon initial employment. The district shall have discretion to pay a one-time signing bonus for the new employees in an amount determined reasonable by the administration.
- 2. Horizontal movement credit (Ex: BA +15 or MA +15) shall be approved for staff development, undergraduate or graduate credit, earned and verified in writing if the credits are in the educational field and relevant to the employee's teaching assignment for the employee who has had previous teaching experience or is a current employee.
- 3. An employee who has a master's degree in the teaching discipline he/she will teach shall be placed on the salary schedule in accordance to the salary schedule at the master's degree level.
- 4. The Superintendent may place an individual who has a master's degree outside of the individual's teaching discipline at the master's degree level on the salary schedule if, in the Superintendent's judgment, the placement is in the best interest of the District.
- 5. In the event of disagreement as to initial placement on the salary schedule, the Superintendent's decision is final and shall not be subject to grievance procedures.

B. PART-TIME EMPLOYEES - WAGES/BENEFITS

An employee who is employed less than a full day shall have his/her wages/benefits prorated against his/her daily per diem arrived at by the teacher's contract work year. All salary and benefits shall be prorated proportionally to the part-time service provided.

C. SALARY SCHEDULE

- 1. Base Salary \$34,250
- 2. Annual salary advancement shall be given to each employee who has worked in the district for 90 or more school days, whether on a part-time or full-time basis.
- 3. Horizontal Classifications Schedule

As of the 2019-2020 school year, the BA + 45 lane will no longer exist. The lanes will be as follows:

BA + 15	\$650	Approved Movement
BA + 30	\$650	Approved Movement
M.A.	\$1,100	Approved Movement
M.A. + 15	\$950	Approved Movement
M.A. + 30	\$950	Approved Movement

The horizontal stipend shall be added to the individual's base salary within the time applicable as indicated on the Master Agreement.

Example: Teacher at \$30,900 (previous year's salary) completes Master's program timely. \$30,900 + \$1,100 = \$32,000 +salary advancement for salary computation for the following school year

D. HORIZONTAL LANE ADVANCEMENT

- 1. In order to change lanes on the salary schedule, employees must file their intent to do so with the Superintendent on or before March 1 of the preceding school year. The letter of intent shall indicate the educational lane in which the employee anticipates to be placed.
- 2. The employee shall file a detailed description of the courses intended to be used for such advancement by August 1. All requests will be subject to review by the Superintendent before presentation to the Board for its acceptance. The Superintendent shall determine which courses qualify as credit hours for advancement from one (1) lane to another. Credit hours may be staff development credits, undergraduate or graduate credits.
- 3. Each employee filing such a request shall be notified, in writing, of the result of Board action on his/her request. If such request is granted, the employee shall file an official transcript/document of completed credits no later than September 1 of the year for which he/she seeks a lane change. The number of approved credits shall determine horizontal lane placement on the salary schedule.
- 4. Employees who fail to meet either the March 1st or the September 1st deadlines set above shall not be entitled to a lane change until the succeeding school year. At the discretion of the Superintendent, compliance with the March 1st and/or the September 1st deadlines may be waived if there are extenuating circumstances provided to the Superintendent in written form. Extenuating circumstances ruled on by the Superintendent shall not be subject to the grievance procedure of this contract.

E. EXTENDED CONTRACTS

An employee who provides professional services beyond the regular contract year, not including summer school, or driver's education, shall be compensated at the per diem rate of his/her salary (191.5 days) for each day in addition to those in the regular school year. This shall be calculated by dividing the employee's regular salary by the number of contract days as specified in Article V and then multiplying by the number of days worked beyond the number of contract days specified in the negotiation agreement.

1. Summer School: Salaries for summer school will be calculated by dividing the number of hours of actual classroom time by seven (7) and then multiplying by the teacher's per diem salary.

F. Tech/AP/Dual Credit TEACHING

Any teacher required to or voluntarily teaching a class through a web cam or other technologically shared classes shall be compensated at a rate of \$750 per class per year, plus \$50/per remote student over 20 per class. Any teacher required or voluntarily teaching an AP/Dual Credit course shall receive an annual stipend of \$150 for a 1 credit course and \$250 for a 2-3 credit course, with an annual maximum stipend of \$500.

ARTICLE III CONTRACT DAYS

A. WORK YEAR

Employees shall be contracted for a school year based on 191.5 days per school year, of which six (6) days shall be holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, and Memorial Day. If any of these holidays listed fall on a Saturday, the preceding Friday will be treated as the holiday, and if any of these holidays listed fall on a Sunday, the following Monday will be treated as a holiday. The balance shall be teaching, in-service, preparation days, and workshops as designated by the Central Lyon Official School Calendar.

B. CALENDAR

The contract days are listed in this Master Contract but are not a part of the contract and may be changed from one year to another at the discretion of the Board of Education or its designated representative.

B. BREAK TIME

Each teacher teaching .50 FTE or more will have at least a 43 minute break time per regular school day. Middle school and high school teachers will have one class period. Elementary teachers will have at least one 15 minute break (which could be a recess time) and a thirty minute time slot available per day. Each break will be scheduled within student contact hours.

ARTICLE IV GRIEVANCE PROCEDURE

A. DEFINITION

<u>Grievance</u> - A timely filed alleged violation, misinterpretation, or misapplication of a specific article of this agreement.

Grievant - A person or persons or the Association filing the grievance.

B. PROCEDURE

STEP #1 - Within ten (10) contract days of the occurrence of the alleged violation, misinterpretation, or misapplication, or within ten (10) contract days of the date he/she should have been aware of the alleged violation, misinterpretation, or misapplication, the grievant must orally present the complaint to the building supervisor.

If after the informal meeting the complaint is not resolved, each party must sign a memorandum specifying the date and the subject of the meeting.

- STEP # 2 If the grievance is not resolved after the informal meeting, the grievant may file a written grievant within five (5) contract days after the informal meeting. The grievant shall submit the grievance to the building supervisor (principal). The principal shall advise the grievant of his position in writing within five (5) contract days.
- STEP #3 If the grievant is not satisfied with the disposition in Step #2, he/she may submit the written grievance to the Superintendent within five (5) contract days after the answer in Step #2. The Superintendent shall answer in writing within ten (10) contract days of such grievance.

C. GENERAL PROVISIONS

- 1. The grievant shall, at his or her option, be represented by an Association representative.
- 2. Any meeting relative to this procedure will be held outside the normal teaching day, except that such matters may be discussed before students arrive or after they depart.
- 3. The number of days at each step shall be considered as a maximum. These shall not be extended unless it is mutually agreed by both parties.
- 4. Should the employer not answer the grievance within the time limits, the grievance will move to the next step.
- 5. In the event a grievance is filed at such time that it cannot be processed through all Steps of the procedure during the current school year, efforts will be made to resolve said grievance during the summer. Unresolved grievances under this clause shall be considered at the beginning of the next year.

ARTICLE V COMPLIANCE PROVISIONS AND DURATION

A. PRINTING AGREEMENT

- 1. After mutual agreement has been reached by the Board and the Association, a copy of the contract will be placed as a file on the district server for the use of all employees covered by this agreement. Minimal paper copies will be printed as needed.
- 2. The Association is allowed to use the district's email as a form of communication between members.

B. NOTICES

Whenever any notice is required to be given by either party regarding this agreement to the other, either party shall do so by letter at the school address. Notice shall be to the CLEA President or the Superintendent of Schools.

C. DURATION:

This agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2022 for all financial items (teaching salaries, benefits, and extra duty salaries). The agreement shall be effective as of July 1, 2021 and shall continue to be in effect through June 30, 2024 for all language items.

D. RE-OPENER

In the event the Iowa Legislature during the 2022, 2023 or 2024 regular sessions enacts laws providing additional funding for wages and salaries, including increasing the Allowable Growth and Teacher Quality dollars from SF 277 (or Teacher Comp money), for the Central Lyon Community School District, the parties to this contract agree to return to the bargaining table and negotiate the distribution of the funds. If the legislation enacted specifically provides for the method of distribution of the funds, this paragraph shall be null and void. If the parties are unable to agree upon the distribution, binding arbitration shall be available to either side upon ten (10) days notice in writing to the other side, with utilization of the Public Employment Relations Board rules for arbitration.

Central Lyon Education. Assoc. (President) (Date)

Central Lyon Education. Assoc. (Chief Negotiator) (Date)

Stephanis Baku 4/7

OCXOX

Central Lyon Board of Education (President) (Date)

4/12/21

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Central Lyon Board of Education

(Chief Negotiator) (Date)

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