ST. ANSGAR

COMMUNITY SCHOOLS

St. Ansgar, Iowa 50472

PROFESSIONAL EMPLOYEE CONTRACT

2023-2024 ONE YEAR AGREEMENT

QUALITY EDUCATION **TABLE OF CONTENTS**

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ARTICLE I

A. Unit

The Board of Directors of the St. Ansgar Community School District, hereinafter referred to as the "Board", recognizes the St. Ansgar Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent as set forth in PERA Case 329 for all full-time and regular part-time professional employees including but not limited to classroom teachers, guidance counselors, librarians, department chairpersons, athletic director, and nurses, hereinafter referred to as employees; except the Superintendent, Building Principals, all non-professional employees and other employees excluded by Section 4 of the Act.

B. Definitions

- 1. The term "Board", as used in this agreement shall mean the Board of Education of the St. Ansgar School District or its duly authorized representatives.
- 2. The term "employees", 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 St. Ansgar Education Association or its duly authorized representative or agents.

ARTICLE II

GRIEVANCE PROCEDURES

A. Definitions

- 1. A "Grievance" shall mean a complaint by an aggrieved party that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- 2. A grievance to be considered under this procedure must be initiated by the teacher within ten (10) school days from the date of the occurrence of the event-giving rise to the grievance.
- 3. A grievance if processed by the Association, to be considered under this procedure must be filed within ten (10) school days from the date of the occurrence of the event giving rise to the grievance.
- 4. An aggrieved party is the employee or employees or the Association making the complaint.

B. Procedure

1. Time Limits

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. It is understood that the grievant shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof have been fully determined.

2. Association

- a. The Association may process a grievance through all levels of the grievance procedure.
- b. The Association shall have the right to process class grievances which arise out of the same or similar incidents, events, or transactions and which affect more than one employee.
- c. Should a grievance affect aggrieved parties for more than one building, the aggrieved parties or the association may submit such grievances directly to the Superintendent or his/her appropriate assistant. In all other cases, grievances involving aggrieved parties in a single building, the grievance should be commenced at the first level of appeal.

3. Year-end Grievance

a. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable. If the grievance procedure is not concluded prior to the end of the school year after a good faith attempt, the procedure shall continue with-out interruption until the grievance is resolved.

C. Grievance Procedure Levels

1. Level I

Any aggrieved party who has a grievance shall discuss it first with the building principal or immediate supervisor, in an attempt to resolve the matter informally at that level.

2. Level II

If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, within five (5) school days, the grievance shall be set forth in writing to the principal, specifying the nature of the grievance and the desired remedy. The principal shall communicate the decision to the aggrieved party and the Association within five (5) days of receipt of the written grievance.

3. Level III

The aggrieved party, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent or appropriate designee. The appeal to the Superintendent must be in writing reciting the matter submitted to the Principal as specified in Level II. Within ten (10) school days after such written grievance is filed, the aggrieved party and the Superintendent or the superintendent's designee shall meet to resolve the grievance. Within fifteen (15) school days of receipt of the grievance, the Superintendent or the designee shall file an answer and communicate it in writing to the aggrieved party, the Association, and the Principal. **The decision of the superintendent is final**.

D. Rights of the Teacher to Representation

- a. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
- b. When a teacher is not represented by the Association in the processing of a grievance, the Association shall receive a copy of the Principal's written decision made in response to a written grievance at Level II, and thereafter have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to the personal grievances.

ARTICLE III

LEAVES

A. Sick Leave

- 1. All full-time employees and proportionate part-time employees covered by this agreement shall receive the equivalent, as of the first day of school, of 15 days sick leave. This leave is accumulative up to 120 days.
- 2. Employees who are ill are not expected to perform their duties and will be paid in accordance with the sick leave regulations when a teacher's absence is found to have been due to illness, which prevented his/her attendance at school.
- 3. An illness of more than five consecutive working days duration will require evidence of a medical doctor of the illness and ability to return to work and receive sick leave benefits.
- 4. Up to seven (7) days, per year, of accumulated sick leave can be used in the event of illness or injury in the immediate family. This type of sick leave would require a doctor's certification for anything over two (2) consecutive days of these days. After the 7th day is used, available personal days shall be used first, before additional sick leave days will be granted with a written doctor's explanation of the need for the employee to be absent from work. The term "immediate family" shall be spouse (significant other), mother, father, children, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents or grandchildren. This leave is not intended for employees to care for ill grandchildren unless they are the guardian of said grandchildren.
- 5. Up to fifteen (15) days of accumulated sick leave can be used in the event of an adoption by an employee.

B. Sick Leave Pool

The 120-day sick leave pool will be used in the following manner:

An employee can use up to one-fourth of the number of days in the pool at the time they need them. They will be paid back at the minimum rate of seven days a year until the full amount is paid.

An employee owing the pool and leaving the system before the first working day of the next school year shall be liable to the Board for the amount owed the pool at the rate of the maximum substitute teacher daily rate. Medically disabled employees not returning to work are excluded from the pay back. Teachers retiring after age 62 will not be required to replace days drawn from the pool.

Employees must request in writing to the association and Board that they wish to apply for pool benefits. At this time, they will sign a note for the amount they are to receive, with the Board as payee.

C. Sick Leave Exception

If an employee qualified for disability insurance benefits, the sick leave in sections A and B will not be used.

D. Bereavement Leave

Up to 5 days of leave shall be granted in the event of death of an employee's spouse (significant other), child, or parent. Up to 5 days may be used in addition to this leave and will be deducted from available sick leave.

Up to 3 days of leave shall be granted in the event of death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brother or sister. Up to 3 days may be used in addition to this leave and will be deducted from available sick leave.

Up to 2 days leave shall be granted in the event of death of an employee's grandparents or grandchild.

1 Floating Day may be used each year for bereavement at the discretion of the employee. Increments of this leave may occur in $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, full day.

E. Personal Leave

Up to two (2) days leave, with an accumulation up to four (4) days, shall be granted for personal business. This leave must be requested by the employee one week in advance, and two weeks in advance if the request is for leave before or after a scheduled vacation. Time may be taken a minimum of one-fourth days. Personal leaves will be approved pending the availability of substitutes by the administration.

F. Emergency Leave

Principals upon request of an employee shall grant emergency leave. This leave is for the time requested and without pay. Employees may file a request with the superintendent that they be paid for these days. This leave may be deducted from another appropriate leave. This written request must be filed within ten days of the absence, and the decision of the superintendent is final. In making deductions for days absent, or in granting discretionary pay, 1/186th of the annual salary shall be deducted, or allowed, for each day or fraction thereof that the teacher is absent.

Employees requesting payment shall provide the reason for the emergency request. As used in this section, emergency shall be defined as a state of condition resulting from an extraordinary interruption of a person's affairs of such nature that prior planning, experience or prudent care cannot reasonably be foreseen or prevented and which requires immediate attention. Serious illness or injury of a member of the immediate family may be included in this definition.

G. Professional Leave

Leave of one day will be granted by the Board for the purpose of improvement of instruction. The employee and principal will jointly coordinate this day so that it best fits the operation and needs of the school district. Additional days may be granted at the discretion of the building principal.

A committee composed of the Principals, Athletic Director, coaches and sponsors will study the professional needs, develop criteria for consistency in permitting professional development opportunities for coaches and sponsors.

The following Professional Development Guidelines have been established: (August 21, 2002)

These guidelines are designed to provide criteria that promote consistency in providing staff development opportunities for Activity Sponsors and Coaches. These guidelines do not replace any staff development scheduled or approved for duties other than sponsoring or coaching. Principals and the Athletic Director will use the guidelines for any staff member considered to be an activity sponsor or coach according to the Master Contract Agreement. The Principal may limit the number of sponsors and/or coaches, as they deem necessary.

- 1. One professional day per year individual sponsor or coach.
- 2. \$100.00 maximum expenses per individual per year beginning each August. Example: Lodging, clinic fees, room, meals expense.
- 3. School vehicles may be used for transportation. No mileage will be paid for personal vehicles.
- 4. The school district will pay approved membership fees to associations for head coaches and assistant coaches as deemed necessary by the Principal and Athletic Director.

H. Leave of Absence

Leave may be granted for up to one year for the purpose of graduate school in the employee's present area of teaching; pregnancy; family illness; state or national elected office. This leave may be granted by the Superintendent, and a letter must be filed with the Superintendent requesting such. This letter is to contain the purpose and dates.

Employment will be terminated when an employee has not returned to work and has not turned in a resignation at the date of the end of the request. Employees on leave will be given contracts at the same time as other employees and are bound by the same dates for signing of them. If granted, such leave of absence shall be without pay.

I. Jury and Legal Leave

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided paid leave, conditioned upon the employee remitting to the Board Secretary any fees for such attendance.

ARTICLE IV EMPLOYEE HOURS

A. Work Year

The work year will consist of 186 days, 187 days for new employees. Part time employees will be compensated at full day or appropriate pro rata. Teachers will have input into designing the staff development days.

B. Work Day

- 1. Employees shall be required to work a basic 8-hour day. The starting time of this day may vary from building to building, as determined by the Principal.
- 2. On Fridays or on days preceding scheduled holidays or vacations, the employee may leave at the close of the student's day. With special permission from the Principal, employees may leave earlier than **3:45** P.M. Employees may leave the building during their scheduled lunch/break times by notifying the building principal's office. This time will not be deducted from leave time.
- 3. Employees may be required to be in attendance outside the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings. Meetings shall not be called after school on Friday or the day immediately preceding any scheduled holiday, vacation, or other day upon which teacher attendance is not required.
- 4. The notice of any meeting shall be given to the employees involved at least two (2) days prior to meetings, except in an emergency. Employees will be encouraged to suggest items for the agenda.

C. Extra Duty Assignments

Employees will be assigned to no more than two (2) extra-duty assignments for events such as: supervision of evening events, ticket taking, and pep bus supervision. Any teacher assigned during vacations or holidays would require that teacher to only work one extra-duty assignment.

D. Lunch Periods

Every employee will receive 20 minutes duty-free lunch.

E. Preparation Periods

Classroom employees shall, in addition to their lunch period, have 150 minutes of preparation time per week scheduled during the student day during which they shall not be assigned any other duties.

ARTICLE V HEALTH

All new employees are required to provide evidence by a medical doctor of physical fitness to perform duties assigned and freedom from communicable disease. Forms for examination will be furnished by the School District. New employees must pay for their first physical.

The Board may require a subsequent examination, when in its judgment such an examination is relevant to the employee's performance or status. This physical shall be paid for in full by the District. Regular physical examination shall be taken starting January 1, and submitted to the Superintendent by August 1.

ARTICLE VI SAFETY

Employees shall report to their immediate supervisors any health or safety items that need attention. They may request this in writing.

Building Principal will keep the employee informed of the progress of the improvement or change.

ARTICLE VII

WAGES AND FRINGE BENEFITS

ST. ANSGAR COMMUNITY SCHOOL DISTRICT

| SALARY S | SCHEDULE - | |
|----------|------------|--|
|----------|------------|--|

| SA | LARY SCHEDU | LE - | | | | | | | |
|-------------------|--------------|----------|---------|-------|-------|-------|-------|--|--|
| RE | GULAR | | | | | | | | |
| | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | | |
| | 0-1 | 41104 | 42767 | 45583 | 46626 | 48164 | 49707 | | |
| | 2 | 44903 | 46603 | 49485 | 50552 | 52125 | 53703 | | |
| | 3-5 | 48824 | 50715 | 53739 | 54927 | 56669 | 58413 | | |
| | 6-10 | 53110 | 55236 | 58361 | 59691 | 61587 | 63479 | | |
| | 11-15 | 54822 | 57952 | 63013 | 64457 | 66959 | 69463 | | |
| | 16 | | 61575 | 65631 | 67022 | 69530 | 72035 | | |
| | | | | | | | | | |
| FLA | AT DOLLAR SC | HEDULE = | \$6,400 | | | | | | |
| | | | | | | | | | |
| SALARY SCHEDULE - | | | | | | | | | |
| AC | TUAL | | | | | | | | |
| | STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | | |
| | 0-1 | 47504 | 49167 | 51983 | 53026 | 54564 | 56107 | | |
| | 2 | 51303 | 53003 | 55885 | 56952 | 58525 | 60103 | | |
| | 3-5 | 55224 | 57115 | 60139 | 61327 | 63069 | 64813 | | |
| | 6-10 | 59510 | 61636 | 64761 | 66091 | 67987 | 69879 | | |
| | 11-15 | 61222 | 64352 | 69413 | 70857 | 73359 | 75863 | | |
| | 16 | | 67975 | 72031 | 73422 | 75930 | 78435 | | |
| | | | | | | | | | |

FOR 2023-24 ALL SUPPLEMENTAL PAY SALARIES WILL BE CALCULATED

STEP 16 FOR THIS PURPOSE, WILL BE \$55,945 IT IS NOT TO BE INTERPRETED AS

ESTABLISHING A STEP 16 IN THE BA LANE OF THE SALARY SCHEDULE.

FOR 2023-24 ALL EXTENDED CONTRACTS WILL BE CALCULATED USING THE "REGULAR" SALARY SCHEDULE ABOVE.

FOR 2023-24 THE "ACTUAL" SALARY SCHEDULE ABOVE REFLECTS THE TOTAL REGULAR SALARY

- 1. The above regular salary schedule will be in effect starting the 2023-2024 school year and will be used for the basis of salaries for that year's extra assignments and the following summer's extended contracts.
- 2. Credit will be given for each full year of classroom teaching experience in a state accredited school (to be checked by the superintendent) a teacher has had the preceding ten (10) years before beginning or returning to employment in the St. Ansgar Community School District.

- 3. Teachers will advance laterally on the salary schedule with additional graduate semester hours or comparable renewal credits over and above those required for licensure (beginning September 1, 2005). These hours must be in the area in which they are presently teaching, or in an area they have been requested to teach by the District, or required towards a filed advanced degree in their area of present teaching.
- 4. An employee must notify the superintendent at the signing of a new contract of any intentions to be advanced laterally on the salary schedule the following school year. All filing and adjustments must be made before the first paycheck on a new contract. The school district will provide the Notification of Probable Contract Amendment form to be submitted by the teacher.
- 5. A \$1,500.00 stipend will be given any teacher who obtains an MA in his/her curricular field while employed by the St. Ansgar Community School District.
- 6. A \$2,000.00 stipend will be given to any teacher who obtains a MA+45. These stipends may not exceed more than \$6,000 in any one fiscal year (3 awards maximum yearly). The stipend will be awarded according to the date the Notification of Probable Contract Amendment is received and approved in the Superintendent's Office. The three submitted earliest will be awarded the stipend. If more than three have applied, the remaining will begin the next year's awards.
- 7. A \$750.00 stipend will be awarded to any teacher who obtains a BA+45(see #3). These stipends may not exceed more than \$7,500.00 in any one fiscal year. The stipend will be awarded according to the date the Notification of Probable Contract Amendment is received and approved in the Superintendent's Office.
- B. Supplemental Pay Salary Schedule

Head Coach 10% of BA level Football, Basketball, Wrestling, Volleyball,

Track, Baseball, Softball, Cross Country (Both Boys & Girls)

7.5% of BA level Football, Basketball, Wrestling, Volleyball, Assistant Coach

Track, Baseball, Softball

Golf Coach

10% of BA level, Split (Boys & Girls) 6.5% of BA level Football, Basketball, Wrestling, Volleyball, Track Jr. High Head Coach Jr. High Assistant Coach 4.5% of BA level Football, Basketball, Wrestling, Track,

Volleyball, Baseball, Softball

13% of BA level Athletic Director 10% of BA level High School Instrumental Middle School Instrumental 5% of BA level High School Vocal (9-12) 10% of BA level Middle School Vocal (6-8) 3.875% of BA level Elementary Vocal (K-5) 2.625% of BA level Play Director (2 plays) 8% of BA level Assistant Play Director (2 plays) 4% of BA level Speech Director 7.5% of BA level **Annual Advisor** 7.5% of BA level H.S. Cheerleader & Pom/Pom Advisor 5.5% of BA level J.H. Cheerleader Advisor 1.5% of BA level FCCLA Advisor 3.5% of BA level FFA Advisor 4.5% of BA level HS Student Council Advisor 1.5% of BA level MS Student Council Advisor 1.5% of BA level Vocal Music Instructor for Musical 2% of BA level

Vocal Music for Variety Show 1% of BA level National Honor Society Advisor 1% of BA level

For the school year 2021-2022 the supplemental pay schedule will be paid up to 16 years experience, figured on the BA lane. All supplemental pay salaries will be calculated using the "regular" salary schedule. Step 16 for this purpose will be **\$55,945**. It is not to be interpreted as establishing a Step 16 in the BA lane of the salary schedule.

C. Extra Pay

1. Extended Pay. These are payments that are an extension of the basic teaching contract and where the teacher is being hired for summer work.

These contracts will be on a per diem basis of 1/186th of the employee's basic salary schedule for each day worked. The Board will offer and approve these on an individual and yearly basis.

2. Summer Pay. These are payments that are flat sum amounts for curriculum development. The Board will offer these assignments on an individual basis.

D. Procedures of Payment

Employees will be paid 24 installments on or about the 10th and 25th of each month. Summer checks will be sent to the employee at the address on file with the Board.

ARTICLE VIII

GENERAL CONDITIONS

- 1. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.
- 2. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and material posted will relate only to the Association's official business as negotiating agent of the

- teaching staff. All material placed on such bulletin boards must be approved by the Superintendent or a designee.
- 3. The Association will have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. All material so disseminated through school channels must be approved by the Superintendent, or the Superintendent's designee.
- 4. In-service Committee. An in-service committee with teacher representation shall be established for the purpose of making recommendations to the administration on the structure and content of the district's in-service training programs for teachers.
- 5. Two days paid leave shall be granted the association's two designees for the purpose of attending the ISEA delegate assembly. The school board shall pay for the substitute for two days.
- 6. Paid leave shall be granted the association's two designees for the purpose of representing the association at administrative and judicial proceedings.

ARTICLE IX

FINALITY AND EFFECT OF AGREEMENT

- <u>Section 1.</u> This Agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- Section 2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly

waives the right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or not referred to in this Agreement or respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE X

COMPLIANCE CLAUSE

A. Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect, while the Board and Association enter into negotiations to replace said illegal article, section or clause.

B. Printing Agreement

The expense of printing this agreement will be shared equally by the Board and Association.

C. Notices

Whenever any notice 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 **email** or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

(1) If by Association, to Board at St. Ansgar Community School, St. Ansgar, Iowa 50472.

D. Effective Dates

This agreement shall become effective **July 1, 2023**, and shall continue through **June 30, 2024**, except for Article XI-Wages and Fringe Benefits which shall be effective **July 1, 2023** and shall continue through **June 30, 2024**. If mutual written consent is first obtained collective bargaining processes may be utilized to amend this agreement during its stated term. Any article affected by any state mandate for school improvement, school calendar, or compensation shall be discussed and reviewed and negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective president as attested by the respective negotiators, and their signatures placed thereon, all on the DATE TO BE ADDED.

President, School Board

President, Association

Date: 4-10-203

ATTEST:

Chief Negotiator: Michael R. Crozier
Board Negotiators:
Mr. Will Morrow Board Vice-President

Ms. Lindsey Falk, Board Member

Mr. Kyle Tabbert, Board Member

Date: 4-13-20-3

Date: 4-13-20-3