

MASTER CONTRACT

BETWEEN THE

ATLANTIC COMMUNITY SCHOOL DISTRICT

AND THE

ATLANTIC EDUCATION ASSOCIATION

for the school year

2013-2014

Atlantic, Iowa

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DIVISION I: BASIC AGREEMENT PROVISIONS

ARTICLE 1 GRIEVANCE PROCEDURE

Section 1: Definition

- A. Grievance
A grievance is an allegation by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of this Master Contract Agreement.
- B. Aggrieved Person
An aggrieved person is the person or persons making the complaint.
- C. Party of Interest
A "party of interest" is the person or persons making the complaint and any person, or their representative who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. Group of Employees
A group of employees shall be defined as the entire staff of a building or a district wide cross section of employees with a common assignment or interest.

Section 2: Purpose

- A. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlements of alleged grievances over the interpretation and application of this Master Contract Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3: Year-end Grievance

- A. 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, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limits set forth herein may be reduced by mutual consent of the Superintendent and the Association so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

Section 4: Time Limit

- A. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- B. It is agreed that an investigation, handling or processing of any grievance by the grieving employee or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement.

Section 5: Level One (Informal)

- A. An employee with a grievance shall first discuss it with the principal or immediate administrative supervisor with the objective of resolving the matter informally. Such discussions shall commence within fifteen (15) school days of the alleged occurrence of the grievance.

Section 6: Level Two

- A. If, as a result of the informal discussion with the principal or immediate administrative supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on his/her own or through the Association not later than ten (10) school days following discussion with the principal or immediate administrative supervisor, on the form set forth in Exhibit 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant. The grievance form shall be delivered to the appropriate principal or immediate administrative supervisor. A copy of the grievance will be provided to the Association by the Administration.
- B. The appropriate principal or immediate administrative supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and the Association.
- C. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three within ten (10) school days.

Section 7: Level Three

- A. The Superintendent or his/her designee shall meet with the aggrieved person and the Association within ten (10) school days of receipt of the grievance. Within ten (10) school days of the meeting of the parties, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person and the Association.
- B. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition of the grievance has been made within the time limits of this section, the Association shall transmit the grievance to Level Four within ten (10) school days of the report from Level Three.

Section 8: Level Four

- A. If within ten (10) school days following the formal third step the Association submits a request to the Superintendent to enter into arbitration, the Superintendent and the Association 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 ten (10) school days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days. Then the parties shall have one (1) school day alternately to remove until one (1) name remains. The person whose name remains shall be the arbitrator.
- B. The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue his/her decision not 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 his/her findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator's decision shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be derogation of the powers, duties, and rights established in the Board by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding on the parties.
- C. The costs of the services of the arbitrator will be borne equally by the Board and the Association.

- D. If the grievant files any claim or complaint in any forum other than under the grievance procedure of this Master Contract Agreement, then the school district shall not be required to process the same claim or set of facts through this grievance procedure.

Section 9: Representation and Privacy

- 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. When an employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.
- B. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with procedures set forth in the Section on arbitration.
- C. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Association shall have access to the Grievance File.
- D. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representative, heretofore referred to in this ARTICLE.

DIVISION II: BASIC EMPLOYMENT CONDITIONS

**ARTICLE 2
EMPLOYEE HOURS**

Section 1: Workday

- A. Length of Workday
The workday shall be from 8:00 a.m. - 4:00 p.m. Any variation from the above shall be:
 - 1. Solely at the discretion of the building principal.
 - 2. On a building-by-building basis.
 - 3. May be on an individual basis within a building at the principal's discretion.

4. If District professional development extends the work day, comp time will be made available for the staff.
- B. **Arrival and Leaving Time**
Employees may leave on Fridays, before holidays, and the last day of the first semester ten (10) minutes after students leave.
- C. **Availability during Workday**
Employees shall be available in their buildings in their area of teaching responsibility or other area(s) as assigned by the principal during the workday.

References to early dismissal will remain in effect:

1. If permitted under the New Standards for Iowa Schools (10/88) and the day can still be counted as a day of school.
2. If the early dismissal is after completing 5 1/2 hours as governed by the new standards.

Section 2: Lunch Period

- A. **Duty Free Lunch Time**
Employees will have a duty-free lunch time of twenty-five (25) minutes, except in cases of emergencies as determined by the building principal.
- B. **Leaving the Building**
Employees may leave the building without requesting permission during their scheduled duty-free lunch time; however, upon leaving, the teacher shall advise the building secretary or the principal as to where they can be reached.

Section 3: Faculty Meetings

- A. The administration will endeavor to schedule general faculty meetings (those that require all faculty members to attend) within the 8:00 to 4:00 time period. For those meetings beginning prior to 8:00 or going beyond 4:00 the administration will notify the faculty forty-eight (48) hours in advance except in emergencies. Faculty members may bring prior commitments to the administrator's attention for his/her consideration. Except in case of emergencies or circumstances beyond the control of the administration, meetings will not be called on Fridays or on days immediately preceding holidays or other days when teacher attendance is not required at school. Employees will have the opportunity to suggest items for the agenda. Approval of the principal will be obtained for department meetings and faculty meetings.

Section 4: Preparation Time

- A. Daily Preparation Time
Employees will have an average daily preparation time as follows:
 - 1. Elementary Teachers--Thirty (30) minutes during time students are in school.
 - 2. Middle and Senior High School Teachers - one (1) class period.
- B. Substituting during Preparation Time
Employees used as substitutes during their preparation time will be reimbursed at the rate of twenty-one dollars and fifty-three cents (\$21.53) per period for 2013-2014. This amount will change annually by the percent of change in the BA base salary in the future. They will be paid once each month on their regular check for their substituting. The amount of pay for substituting will be listed on the check stub.
- C. Leaving during Preparation Time
Employees may leave the building during preparation time with permission of the principal.

Section 5: School-Sponsored Activity Duties

- A. Employees working at school-sponsored activity duties outside the school day, and at which their attendance is not required as a result of the activities they sponsor or coach and at which the administration determines supervisors are needed will be reimbursed at the rate of twenty-two dollars and fifty cents (\$22.50) per session per event worked during the week, and thirty-two dollars and fifty cents (\$32.50) per session per event held on Saturday and/or Sunday. Length of each session will be approximately three hours of work.
- B. The events included will be those held outside the regular work day and shall include Middle School and Senior High School music programs, plays, musicals, school dances, elementary music programs, plus math bees, spelling bees, History Day, Iowa Writers, or approved like educational activities.
- C. If adequate and satisfactory faculty volunteers are available, they will be used, assigned, and paid. In the event that more than one person volunteers for any given duty, the most senior staff member will be given that particular duty. Faculty members may volunteer for more than two duties. If there are not sufficient and satisfactory faculty volunteers available, the appropriate administrator shall make the necessary assignments by rotating staff assignments.

- D. Teachers need to work two events per year to receive any activity pass, which would allow them and their spouse or guest free admission to local school activities (except state sponsored events). To waive the activity pass, please send a written notification to the activities office the Tuesday before the first home football game.

**ARTICLE 3
VACATIONS AND HOLIDAYS**

Section 1: Holidays

- A. The following paid holidays will be observed: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day when it falls during the school term.
- B. When Memorial Day does not fall during the school term, an alternate holiday will become the paid holiday.

Section 2: Vacations

- A. The following non-paid vacations will be observed: November 29, December 23, 24, 26, 27, 30, 31, February 17, March 17, 18, 19, 20, 21. Days missed due to inclement weather will be made up at the end of the school year.

**ARTICLE 4
LEAVES**

Section 1: Personal Sick Leave

- A. Any time after the employee has reported for duty, sick leave will be granted. First year of employment and thereafter -15 days.
- B. The sick leave schedule applies to consecutive years in the Atlantic Schools. Unused sick leave days are cumulative to a maximum of one hundred five (105) days. Evidence confirming the necessity of absence or the ability and date to return to work may be required, and shall be approved by the administration.
- C. Part-time employee's sick leave will be granted on a pro-rata basis.

Section 2: Sick Leave Bank

- A. Sick Leave Bank
1. Creation
 - Enrollment prior to September 30th or within 20 days of hire, whichever is first, each year
 - A committee of three association members and three administrators will manage the Sick Leave Bank
 - The association and/or administration will inform new employees of the Sick Leave Bank
 2. Eligibility
 - Any employee who receives paid leave
 - Any employee who has enrolled and contributed a sick leave day to the Sick Leave Bank is eligible
 - Any employee not eligible for long-term disability who is a Sick Leave Bank member and who has depleted his/her sick, personal and vacation leave time
 3. Contributions
 - Each participant who elects to participate will contribute one sick leave day by September 30 or within 20 days of hire
 - At the end of each school year the unused days will be dissolved
 - The members may elect to continue participation by donating an additional day during the next open enrollment period.
 - A donated day will not be counted against the attendance incentive
 4. Use
 - The Sick Leave Bank may be used in cases of sickness or injury to the employee
 - The application to use the Sick Leave Bank must be made to the committee for three (3) to ten (10) days
 - Applications will be reviewed and applicants will be notified within three (3) business days of the request
 - Each year an accounting of the Sick Leave Bank will be given to the Association
 - All information of the origin of donated days and applications submitted will be kept confidential
 - The use of the Sick Leave Bank is not subject to the grievance process

Section 3: Bereavement Leave or Family Illness in the Immediate Family

- A. Immediate Family Defined
"Immediate Family" is to be limited to the following relatives of the teacher or spouse: parent, child, wife, husband, brother, sister, uncle, aunt, grandparent, or

grandchild, daughter-in-law or son-in-law, brother-in-law or sister-in-law, guardianship or conservatorship or anyone living in employee's household.

B. Family Illness

Employees may use up to seven (7) days of sick leave for family illness per year in the employee's immediate family; including guardianship, conservatorship, or anyone living in an employee's household.

C. Bereavement Leave

A leave of not more than five (5) days per year for each death in the immediate family of the teacher or spouse.

D. Substitute Pay Deduction for Additional Days

After five (5) days per death of bereavement leave in one year or after seven (7) full days of family illness in one year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate will be deducted even if no substitute is required, unless school is not in session and days will be made up (snow days). Such leave must receive the prior approval of the administration.

Superintendent, or designee, may approve an extension of bereavement leave and family illness leave, upon written request, due to extenuating circumstances.

Section 4: Absences for Other Reasons

A. Other Funeral

Up to one (1) additional day per year is allowed to use in the event of the death of a friend or relative outside the employee's immediate family (as defined in Section 3A on page 13) at no deduction.

After one (1) day per year of other funeral leave, the cost of a substitute in the amount equal to the daily substitute rate will be deducted even if no substitute is required, unless school is not in session and days will be made up (snow days). Such leave must receive the prior approval of the administration.

B. Contests, Festivals, Extra-Curricular Activities

Contests and Festivals, and other extra-curricular activities are counted as part of the employee's work and do not involve pay deductions. Approval is secured from principal or Superintendent.

C. Staff and/or Professional Development Meetings

Attendance at staff and/or professional development meetings outside of the district is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time employee wishes to be absent from duty for a brief period to attend a staff and/or professional development meeting outside of the district, a written request for approval of such absence on a form as provided

by the Employer should be filed by the employee at least seven days prior to the first day of anticipated absence.

Professional days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

D. Personal Leave

Employees will receive two days of personal leave with no deduction. Such leave may accumulate to a maximum of three (3) days in any one year. In addition, teachers will have three (3) days personal leave at a deduction equal to the daily rate for substitutes. Since the absence is a contract day, a deduction will be taken even if no substitute is used. These days may not be used to extend a vacation or holiday, unless the administration approves the absence for an officially sanctioned "state" event in which the employee's own child is participating. Upon administration approval of a day to extend a holiday, the day will be at full deduction. Any additional days will be considered paid leave and then cost of sub leave will be used as available. Paid leave must be used before unpaid leave is granted. A full day deduction will be taken after 5 days (or 6 days if carryover day is applicable). The request must be made to the appropriate administrator forty-eight (48) hours in advance.

The number of teachers gone for personal leave at any one time will be no more than two teachers at Schuler Elementary and Middle School and three teachers at Washington and Senior High.

Teachers requesting personal leave to be used during the last ten (10) days of the school year must submit their request to the Administrative Team for approval thirty (30) days prior to the date of request. Employees not using their accumulated day of personal leave from the preceding year may be reimbursed at the rate of fifty dollars (\$50.00) for one day or twenty-five dollars (\$25.00) for one half day. This request for payment shall be made to the Office of the Superintendent by May 30 and will be paid on the employee's June paycheck.

E. Emergency Leave

Each employee will be permitted one (1) day of Emergency Leave at the cost of a substitute where the issue is of unusual circumstances beyond the control of the staff member. This leave must be approved by a building administrator. Emergency days are non-cumulative and do not carry forward to the next year.

F. Attendance Incentive

Any employee who uses no paid leave (sick or personal) excluding professional, jury or bereavement leave during a contracted year will be paid as follows:

0 days	=	\$500
1 day	=	\$400
2 days	=	\$300

- G. Substitute Teachers
 Substitute teachers are required to complete a form to be supplied by the building principal which is to be signed by the regular teacher and sent to the principal's office. No teacher is to pay a substitute - this will be done by the school and the deduction, if there is to be one, will be made from the regular teacher's salary. The rate of pay per day for a substitute teacher is determined annually.

Section 5: Jury Duty

- A. In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between the normal salary and the compensation received for jury duty shall be paid. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to the principal and shall complete any remaining hours of his/her working day if required by the District.
1. The employee shall sign over pay received for jury duty to the Central Office in lieu of a deduction, equal to the amount paid for jury duty compensation, from the employee's normal salary.

Section 6: Military Leave

- A. Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of the military service, the individual is entitled to reinstatement at the same salary he would have received had he not taken such leave but subject to the following conditions: that the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Superintendent of schools within ninety (90) days after termination of military service, and that he submits an honorable discharge from military service.

Section 7: Educational Leave

- A. The Board may grant education leave with the following provisions:
1. Must have taught in District at least five (5) years immediately prior to requesting leave.

2. Area of study must be in area of teaching assignment or other areas approved by the Board at an appropriately accredited college or university.
3. Leave for not more than one school year duration.
4. Will not receive longevity credit for year gone.
5. Sick leave and seniority will be frozen while gone.
6. No more than two (2) educational leaves in the school system in any one year.

Section 8: Family and Medical Leave ACT (FMLA)

- A. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. This would include birth and care of child, adoption or foster care, spouse, child or parental care, serious health condition or certain military conditions (please refer to the FMLA laws for specific details, including eligibility requirements). No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Section 9: Notification of Accumulation

- A. Employees shall be given a copy of a written accounting of accumulated leave days, including sick leave, serious illness leave, bereavement leave and personal leave, no later than September 15. The accounting will be assumed to be correct if the teacher does not object to the accounting provided in the Central Office by September 25.

**ARTICLE 5
SAFETY**

Section 1: Protection of Employees

- A. Protective Devices:
Provision shall be made for such devices as outlined in Sections 280.10 and 280.11 of the Code of Iowa 1981. All such items shall be provided without charge to the employee.

**ARTICLE 6
EVALUATION PROCEDURES**

- A. The evaluation procedures for career teachers contained in the Individual Career Development Plan and Performance Review are incorporated into this Agreement. The evaluation instrument used to implement those procedures may be adopted at the discretion of the school district. The procedure is subject to the negotiations process.
- B. The evaluation procedures defined above do not apply to beginning teachers, probationary teachers or teachers in need of intensive assistance. Procedures for those individuals may be adopted at the discretion of the district.
- C. The Individual Career Development Plan and Performance Review documents are found on the District website.

**ARTICLE 7
TRANSFER PROCEDURE**

Section 1: Voluntary Transfer

- A. Definition - The voluntary movement of an employee to a different building (attendance center) and/or a different subject matter. In addition, in grades Pre-K through 6 it shall include to a different grade level.
- B. Any qualified employee may apply for a voluntary transfer to another building. Prior to applying for a transfer the employee will have a conference with his/her building principal to discuss his/her desire to be transferred. Application will be in writing to the Superintendent, indicating the desired position and the reason for the transfer request.
- C. Transfers will be based upon the needs of the school district as determined by the Superintendent.
- D. Requests for transfer are kept for only one school year. Renewal must be made each year.

Section 2: Posting of Transfer Opportunities

- A. Notice of Openings
Notices of openings creating transfer opportunities will be posted via email to all District staff, posted in faculty room in each building, Superintendent's office and the District website during the school calendar year and during the summer, for five (5) school days prior to the final date for submitting applications, except in

cases of emergency. Employees who wish to apply for the posted position(s) shall submit their written applications to the Superintendent, or his/her designee, within five school days of posting.

B. Voluntary Transfers

In the determination of requests for voluntary transfer, the wishes of the individual employee may be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. If one or more have applied for transfer to the same position and all qualifications are equal i.e., certification, educational hours, types of experience, evaluations and other relevant educationally significant factors, then the most senior teacher shall be given added consideration. Transfers will be based upon the needs of the school as determined by the Superintendent. When the position is filled, applicants will be notified in writing within ten (10) days of filling the position. Reasons for the choice shall be given. Transferred employees will be ineligible to apply for another transfer for a period of one year from the date of transfer.

C. Summer Vacancies

Employees wishing to be kept informed during the summer months of specific vacancies within the district for which they are qualified shall keep on file in the Central Office a written request to be notified of those vacancies. The request must include a summer address. The district will notify those employees requesting information about specific vacancies either by mail, telephone, School Reach or e-mail during the period of June 1 to July 15. The employee must submit in writing a request to be considered for the vacancy within five (5) working days from the date of the notification.

Section 3: Involuntary Transfer

A. Definition

The involuntary movement of an employee to a different building (attendance center) and/or a different subject matter. In addition, in grades Pre-K through 6, it shall include to a different grade level.

B. Involuntary Transfer

Involuntary transfers will be based upon the needs of the school district as determined by and within the sole discretion of the administration. All such transfers will be made known to the employee involved in the transfer at least five (5) days prior to the actual transfer if possible. Involuntary transfers will be reported to the Board of Education.

ARTICLE 8
STAFF REDUCTION PROCEDURE

Section 1: Seniority Defined

- A. “Seniority”, as used in the Agreement, shall mean the length of active employment in the Atlantic School District. If an employee returns to the Atlantic School District upon separation in service, the employee will be granted seniority credit for prior years of service in Atlantic after completion of the employee’s probationary period, as determined by the Iowa State Board of Education. Part-time employees will accumulate seniority on a pro-rata basis based on hours worked.

- B. Seniority lists will be sent to the Association by December 1st.

Section 2: Staff Reduction

- A. The employer shall take into account attrition and possible transfers to determine whether a lay-off is necessary. In the event the employer determines that employees must be laid off, the following procedures will be followed:
 - 1. Employees will be laid off on the following basis:
 - a. Seniority
 - b. Qualifications
 - c. Program Continuity
 - 2. Normally, seniority shall be the controlling factor; however, considerations of items A2 and A3 above, may override in unusual circumstances.
 - 3. Those employees to be reduced will be notified by the employer in accordance with provisions of Chapter 279, Code of Iowa.
 - 4. Staff reduction shall be within the following categories:
 - a. All elementary guidance counselors
 - b. All secondary guidance counselors
 - c. All media specialists, including librarians and audio-visual personnel
 - d. School nurses
 - e. Special education teachers
 - f. All music teachers
 - g. All physical education teachers
 - h. All art teachers
 - i. All other teachers in Grades Pre-K-6
 - j. All other teachers in Grades 7-12 within individual curricular areas

Section 3: Recall Rights

- A. Any employee laid off pursuant to this Article shall have recall privileges to the area where the person has had experience in the District for one (1) year from the effective date of his/her layoff. Laid off employees shall be recalled in inverse order of layoff. Any employee wishing to exercise his/her recall privileges shall keep the Superintendent informed, in writing, of his/her current address and phone number. An employee's failure to respond affirmatively by certified mail within five (5) calendar days after receipt of the employer's recall letter sent by certified mail to the employee's address on file in the office of the Superintendent shall result in the termination of the employee's rights or recall thereafter.

Section 4: Recall Benefits

- A. Employees who are re-employed after layoff shall be placed on the next higher step on the salary schedule than they were on prior to the layoff. Further, other benefits - including sick leave - will be returned in like manner.

ARTICLE 9 PROFESSIONAL DEVELOPMENT

- A. Professional development committees of equal numbers appointed by the administration and association shall be established for the purpose of making recommendations to the Superintendent on the structure and content of the District's professional development program. Each of the four (4) buildings shall have teacher representation. The final authority over the content and structure of staff development shall reside with the Board.
- B. Costs of locally mandated staff development or locally mandated newly required professional training shall be borne by the school district.
- C. The last day of professional development before the end of each semester will be scheduled for building level meetings. The focus of these meetings should be upon grade completion, final reports, and completion of any other data required by the district.

DIVISION III: SALARIES AND BENEFITS

ARTICLE 10 SALARIES

Section 1: Certificated Salary Schedule 2013-14

Based on Base Salary of \$29,240

STEP	BA	BA+15	BA+30	BA+50 MA	MA+15	MA+30
0	32711	34019	35328	36636	37945	39253
1	34019	35380	36741	38102	39463	40823
2	35328	36741	38154	39567	40980	42393
3	36636	38102	39567	41033	42498	43964
4	37945	39463	40980	42498	44016	45534
5	39253	40823	42393	43964	45534	47104
6	40562	42184	43807	45429	47052	48674
7	41870	43545	45220	46894	48569	50244
8	43179	44906	46633	48360	50087	51814
9	44487	46266	48046	49825	51605	53384
10	45795	47627	49459	51291	53123	54954
11	47104	48988	50872	52756	54640	56525
12	48412	50349	52285	54222	56158	58095
13	<u>49721</u>	51710	53698	55687	57676	59665
14		<u>53070</u>	55111	57153	59194	61235
15			56525	58618	60712	62805
16			<u>57938</u>	<u>60084</u>	<u>62229</u>	64375
17		53582*				<u>65945</u>
18						
19			58523*	60705*	62887*	
20						66676*
21						
22					63545*	
23						67407*

*This cell represents salary plus longevity and is for informational purposes only; it does not represent a step of the lane. The underlined cell is the top step of the lane.

The 4.0 index in this proposal is based horizontally on the beginning BA salary of \$32,711. Vertically, the 4.0 is applied against the beginning salary in each category.

Longevity: Longevity differential in addition to regular salary will be paid after three years at the top of salary lanes as listed below:

BA + 15	1.75%	of base salary (BA, Step 0)
BA + 30	2.00%	of base salary (BA, Step 0)

MA/BA + 50	2.125% of base salary (BA, Step 0)
MA + 15	2.25% of base salary (BA, Step 0)
MA + 30	2.50% of base salary (BA, Step 0)

An additional longevity increment will be added after 6 years at the top of the MA + 15 and MA + 30 lanes and the completion of 3 additional hours graduate credit as listed below:

MA + 15	4.50% of base salary (BA, Step 0)
MA + 30	5.00% of base salary (BA, Step 0)

The longevity differential is a one-time increase which after it is earned will be added to the regular salary each year.

Section 2: Educational Lane Placement and Advancement

- A. New teachers will be placed on schedule as determined by the Board upon recommendation of the Superintendent.
- B. Teachers who qualify for advancement on all educational lanes shall be placed in the new category and advance one step. (Only one step advancement per year.)
- C. In Categories V and VI the fifteen (15) hours must be earned after the MA Degree has been obtained.
- D. Hours earned must be graduate hours in order for a teacher to advance to Categories II, III, IV, V, and VI. Graduate hours earned beyond the Masters level must be in the area of the employee's teaching assignment or have the prior approval of the administration before credit can be given on the salary schedule. Teaching assignment refers to specific academic areas taught. Other courses for improvement of instruction shall have prior approval. To receive credit for advancement on the salary schedule for travel courses, prior approval of the administration must be obtained.
- E. For persons not getting a Masters Degree, to be approved for lane advancement to the MA/BA + 50 Lane, the hours taken beyond the BA + 30 must have prior approval of the Superintendent, must be in the area of the teacher's teaching assignment, and must have direct application to the course or courses being taught by the individual or to be implemented and taught by the teacher. Any exceptions must be submitted to the Superintendent for approval prior to taking the course(s).

Only graduate credit classes will apply.

Only those credits received after June 1, 1987 will apply toward the BA + 50. Correspondence courses or travel credit courses shall not apply.

- F. Employees who receive an MA in their assigned teaching area or in an area pre-approved by the Superintendent after July 1, 2001 shall receive a one-time payment of \$1,000.
- G. In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus up to a maximum of \$3,000 in addition to the employee's placement on the salary schedule.
- H. Ninety-five percent (95%) of remaining TSS funds will be distributed in the August paycheck after adjustments are made based upon any employment changes that increase or decrease the FTE eligible for TSS funds during the school year .

Section 3: Nurse Salary Schedule 2013-14

Steps/Sal	LPN	RN	RN+30	BA
0	23257	23977	24744	25511
1	24188	24936	25734	26532
2	25118	25895	26724	27552
3	26048	26854	27713	28573
4	26979	27813	28703	29593
5	27909	28772	29693	30614
6	28839	29731	30683	31634
7	29770	30690	31672	32654
8	30700	31649	32662	33675
9	31630	32608	33652	34695
10	32560	33568	34642	35716
11	33491	34527	35631	36736
12	34421	35486	36621	37757
13	35351	36445	37611	38777
14	36282	37404	38601	39798

The 3.2 index is based horizontally on the beginning RN salary of \$23,977. Vertically, the 4.0 index is applied against the beginning salary in each category.

Section 4: Nurse Category Placement and Advancement

- A. New nurses will be placed on schedule as determined by the Board upon recommendation of the Superintendent.
- B. Nurses who qualify for advancement to all categories shall be placed in the new category and advance one step. (Only one step advancement per year.)

- C. Hours beyond the RN lane must be towards a Bachelors Degree or have prior approval of the Superintendent.
- D. A head nurse may be designated and a stipend will be paid per year for extra duties as determined in the job description.

Section 5: Contract Return

- A. All contracts are to be returned twenty-one (21) days after being issued. Unconditional releases will be granted until May 1. Between May 1 and June 1 releases will be granted by mutual consent. After June 1, releases will be granted at the discretion of the Board. In exercising this discretion, only exceptional circumstances will be considered.

Section 6: Salary Payment

- A. Salaries will be paid on a twelve (12) month basis, the 25th of each month by 11:00 a.m. being designated as "pay day". When employees are not working the 25th, they will be paid on the last preceding work day when school is in session and the last preceding central office work day during the summer.
- B. New employees may receive one-half (1/2) of their first month's pay after ten (10) days of service.
- C. Direct Deposits: An authorization for electronic direct deposit must be completed and signed by each employee requesting this service. Direct deposit requests must be submitted to the central office by the 10th day of the month in which the employee wishes this service to begin. Once enrolled in the direct deposit program, it is only necessary to submit a new form when there are changes in the employee banks and/or account information. The check stub will be made available to the employee.
- D. Teacher Salary Supplement Money

The teacher salary supplement allocation, as determined by the Department of Education, shall be paid on a twelve month basis and included with the regular monthly payment schedule.

**ARTICLE 11
EXTRA DUTY**

- A. If a teacher wishes to be relieved of an extra-duty assignment, the administration will endeavor to find a replacement that is satisfactory as determined by the Board.

**ARTICLE 12
EXTENDED/SPECIAL CONTRACTS**

Section 1: Salary Schedule for Extended/Special Contracts

<u>Position</u>	<u>Salary</u>
Life Management Skills	\$600/wk or \$120/day
Industrial Arts	\$600/wk or \$120/day
Media Specialist	\$600/wk or \$120/day
Counselors, Multi-Occupations, and Vocational Agriculture	Per Diem of Regular Step
Senior High Band (summer)	Per Diem of Regular Step
Middle School Band (summer)	Per Diem of Regular Step
Elementary Band (summer)	Per Diem of Regular Step

All non per diem extended and special contracts to be paid an hourly rate of twenty-five dollars (\$25.00) per hour for summer work.

Required summer professional development and curriculum work will be twenty-five dollars (\$25.00) per hour.

Weight room supervision, outside of contract hours, will be ten dollars (\$10.00) per hour.

Section 2: Driver Education

A. Summer driver education classroom teacher and coordinator of program will be paid thirty dollars (\$30.00) per hour of classroom instruction. Summer driver education driving instructors will be paid twenty-five (\$25.00) per hour of driving time.

1. Drivers Education: one (1) hour of prep time for every four (4) hours of teaching time (1 hour per day)

Section 3: Summer School and Credit Recovery Courses

- A. Summer school classes and/or tutoring will be paid at the hourly rate of twenty-five dollars (\$25.00) per hour for summer work. Summer school preparation time will be paid according to the following schedule:
 - 1. Elementary/Middle School: two (2) hours for pre-planning course, one-half (.5) hour of prep time for every day of teaching time (per course).
 - 2. High School: four (4) hours for pre-planning course, one (1) hour of prep time for every day of teaching time (per course).
- B. Credit Recovery courses taught outside the school contract will be paid at twenty-five dollars (\$25.00) per hour.

Section 4: Curriculum Chairpersons

- A. The Superintendent may appoint curriculum chairpersons. A stipend of \$1,000 will be paid for extra duties to chairpersons of major curricular areas to include Math, Science, Language Arts, and Social Studies. A stipend of \$750 will be paid for extra duties to chairpersons of minor curricular areas to include Vocational, Physical Education/Health, Fine Arts, Student Support Service, and Foreign Language, Special Education.

Section 5: Mentoring Program

- A. Mentoring Program implemented in 2001-02 school year:
 - 1. A stipend of \$1,000 will be paid per year for each active mentor and facilitator.
 - 2. All obligations under this agreement to compensate teachers involved in the mentoring program will be dependent on and are conditional on continued state funding of the program at current levels and receipt of such funding by the District.

**ARTICLE 13
SUPPLEMENTAL PAY**

Section 1: Extra-Curricular Activities

- A. The Board and the Association agree that the extra-curricular activities listed in Schedule II are official school-sponsored activities covered by school insurance.

Section 2: Pay for Trips

- A. Coaches and other activity sponsors will be paid as follows: Bus Driver's hourly rate/40 miles per hour = rate (cents per mile) x miles driven for driving a Type I school bus after regular hours and 1/2 this rate during regular hours.

Section 3: Supplemental Duty Pay

- A. Employees will receive supplemental assignment wages in equal installments to be included in their regular paycheck. Non-teaching coaches/sponsors will be paid upon completion of the contract.

Section 4: Payment for Extra-Curricular Activities 2013-14

- A. These are the salaries for these positions if they are filled. The Board determines if these positions will be filled.
- B. An individual shall not be assigned more than one sport in the season except by his/her choice. Should he/she accept more than one assignment during the same season, his/her salary should not be the sum of the two positions but should be seventy-five percent (75%) of the sum of the two positions.

EXTRA-CURRICULAR ACTIVITY PAY SCHEDULE II

Extra-Curricular Activity	Position	% of BA, Step 6 Teacher Salary BA, Step 6 =	Dollar Amount \$ 40,562
FOOTBALL			
	Head, Varsity	15.30%	\$ 6,206
	Asst. Varsity (2)	10.19%	\$ 4,133
	Head, Junior Varsity	10.19%	\$ 4,133
	Asst. Junior Varsity	10.19%	\$ 4,133
	Head Freshman	7.51%	\$ 3,046
	Assistant Freshman	6.05%	\$ 2,454
	Head Middle School (2)	5.90%	\$ 2,393
	Assistant Middle School (2)	4.83%	\$ 1,959
BASKETBALL - BOYS			
	Head, Varsity	15.30%	\$ 6,206
	Assistant Varsity	10.19%	\$ 4,133
	Head, Junior Varsity	10.19%	\$ 4,133
	Head, Freshman	7.51%	\$ 3,046

Extra-Curricular Activity	Position	% of BA, Step 6 Teacher Salary BA, Step 6 =	Dollar Amount \$ 40,562
BASKETBALL - BOYS (cont.)			
	Head Middle School (2)	6.44%	\$ 2,612
	Assistant Middle School	4.83%	\$ 1,959
BASKETBALL - GIRLS			
	Head, Varsity	15.30%	\$ 6,206
	Assistant Varsity	10.19%	\$ 4,133
	Head, Junior Varsity	10.19%	\$ 4,133
	Head, Freshman	7.51%	\$ 3,046
	Head, Middle School (2)	6.44%	\$ 2,612
	Assistant Middle School	4.83%	\$ 1,959
	Chaperone	3.63%	\$ 1,472
WRESTLING			
	Head, Varsity	15.30%	\$ 6,206
	Assistant Varsity (2)	10.19%	\$ 4,133
	Head, Middle School (2)	6.44%	\$ 2,612
	Assistant Middle School	4.83%	\$ 1,959
TRACK - BOYS			
	Head, Varsity	13.95%	\$ 5,658
	Assistant Varsity (2)	8.58%	\$ 3,480
	Head, Middle School	5.36%	\$ 2,174
	Assistant Middle School	4.46%	\$ 1,809
TRACK - GIRLS			
	Head, Varsity	13.95%	\$ 5,658
	Assistant Varsity (2)	8.58%	\$ 3,480
	Head, Middle School (2)	5.36%	\$ 2,174
	Assistant Middle School	4.46%	\$ 1,809
	Chaperone	3.63%	\$ 1,472
VOLLEYBALL- GIRLS			
	Head, Varsity	15.30%	\$ 6,206
	Assistant Varsity	10.19%	\$ 4,133
	Head Freshman	7.51%	\$ 3,046
	Head, Middle School (2)	5.90%	\$ 2,393
	Assistant Middle School	4.83%	\$ 1,959
	Varsity/JV Chaperone	3.63%	\$ 1,472

Extra-Curricular Activity	Position	% of BA, Step 6 Teacher Salary BA, Step 6 =	Dollar Amount \$ 40,562
BASEBALL			
	Head, Varsity	13.95%	\$ 5,658
	Assistant Varsity	8.58%	\$ 3,480
	Head Freshman	7.51%	\$ 3,046
SOFTBALL - GIRLS			
	Head, Varsity	13.95%	\$ 5,658
	Assistant Varsity	8.58%	\$ 3,480
	Head Freshman	7.51%	\$ 3,046
CROSS COUNTRY			
	Head HS Cross Country (2)	8.32%	\$ 3,375
	Assistant Cross Country (2)	5.36%	\$ 2,174
	Head MS Cross Country	5.90%	\$ 2,393
TENNIS			
	Head Varsity Tennis (2)	13.95%	\$ 5,658
	Assistant Tennis (2)	8.58%	\$ 3,480
SOCCER			
	Head Varsity Soccer (2)	13.95%	\$ 5,658
	Assistant Varsity Soccer (2)	8.58%	\$ 3,480
GOLF			
	Head Varsity Golf (2)	13.95%	\$ 5,658
CHEER/DANCE			
	Head Cheerleading	12.50%	\$ 5,070
	Assistant Cheerleading*	7.5%	\$ 3,042
	Cheerleading, MS	3.76%	\$ 1,525
	Head Dance Coach*	12.42%	\$ 5,038
OTHER			
	Ticket Manager	8.58%	\$ 3,480
	FFA Sponsor	3.22%	\$ 1,306
	Academic Club Sponsor (Math, Spanish*)	2.42%	\$ 982
	Activity Club Sponsor* (Archery, Pep Squad)	2.42%	\$ 982
	National Honor Society	2.42%	\$ 982
	Head, Speech and Debate	13.95%	\$ 5,658

Extra-Curricular Activity	Position	% of BA, Step 6 Teacher Salary BA, Step 6 =	Dollar Amount \$ 40,562
OTHER	(cont.)		
	Assistant Speech and Debate	4.02%	\$ 1,631
	Journalism, Needle News	3.4%	\$ 1,379
	Journalism, Yearbook	3.4%	\$ 1,379
	Student Council, HS	11.00%	\$ 4,462
	Student Council, MS	2.00%	\$ 811
	Junior Class Sponsor	2.00%	\$ 811
	Homecoming Float (4)	1.00%	\$ 406
	Prom	2.00%	\$ 811
	Senior Breakfast	1.00%	\$ 406
	Band, HS	15.30%	\$ 6,206
	Band, MS	5.36%	\$ 2,174
	Flag Auxiliary	3.22%	\$ 1,306
	Sets, HS	2.84%	\$ 1,152
	Drama/Fall Play, HS	4.83%	\$ 1,959
	Sets, MS	1.4%	\$ 568
	Drama/ Play, MS	2.00%	\$ 811
	Vocal Musical, HS	13.95%	\$ 5,658
	Vocal Musical Assistant, HS	4.83%	\$ 1,959
	Vocal Music, MS	5.36%	\$ 2,174
	Vocal Music, Elementary	1.4%	\$ 568

***Additional extra-curricular positions added for FY14 per MOU signed by both parties.**

ARTICLE 14 INSURANCE

Section 1: Liability

- A. The Board shall provide public liability insurance coverage for civil action which may result from their performance of the assigned duties of the employee and while the employee is acting within the scope of his/her employment. This coverage shall be limited by the terms of the policy in effect. The Board shall provide liability insurance coverage for employees while using their own automobile in the performance of their assigned duties and while the employee is acting within the scope of his/her employment. This coverage shall be limited by the terms of the policy in effect.

Section 2: Health Insurance with Major Medical and Diagnostic Insurance

- A. The Atlantic Community School District shall make available health insurance for the benefit of the employees, and shall pay the premium for a single membership for all regular full-time employees and on a pro-rata basis for regular part-time employees. The district will pay \$100.00 per month toward costs for those teachers requesting family coverage. This coverage will be made available to all regular full-time employees and on a pro-rata basis for regular part-time (.5 FTE or greater) employees. Employees who do not have a family policy will apply the payment towards a tax-sheltered annuity. Those employees who wish to have family coverage may notify the Board Secretary in writing to have the cost deducted from their salaries. The insurance shall provide benefits as mutually agreed upon by the Association and the District.
- B. Pre-admission authorization must be in compliance with carrier's policy description contained in policy booklet or pamphlet.

Section 3: Dental Insurance

- A. The Atlantic Community School District shall make available dental insurance for the benefit of the employees, and shall pay the premium for a single membership for all regular full-time employees and on a pro-rata basis for regular part-time employees. Those employees who wish to have family coverage may notify the Board Secretary in writing to have the cost deducted from their salaries. The insurance shall provide benefits no less than equivalent to those provided in the current policies.

Section 4: Long Term Disability

- A. The Atlantic Community School District will provide for each regular full-time teacher individual long-term disability coverage no less than those provided in current policies.
- B. Consideration can be given to provide other standard options.

Section 5: Enrollment

- A. New employees who choose to enroll in health, major medical, diagnostic, dental, and other applicable insurance must do so during their open enrollment period when they are first hired, when evidence of insurability is not required by the policy. Should they choose not to be covered, the school will not be liable for providing any insurance coverage as they are subject to all eligibility requirements, restrictions and limitations contained in the District's insurance contract.

ARTICLE 15 DEDUCTIONS

Section 1: Payroll Deduction Authorization for Annual Membership Dues

- A. Employees covered by this Master Contract Agreement may authorize a payroll deduction for regular current annual dues for membership in the Association, Iowa State Education Association, and the National Education Association. For authorization teachers are to give written notice to the Association. Such notice, including the amount to be deducted shall also be forwarded to the Board in accordance with Section 2.

Section 2: Membership Dues Form

- A. The Association shall provide the Board Secretary with a lawful form for each employee for whom membership dues are to be deducted and the amount to be withheld for each member as follows:
 - 1. Forms for such employees employed at the beginning of the school year will be provided the Board Secretary by September 10th.
 - 2. Forms for such employees employed during the school year will be provided the Board Secretary by the 15th day of the month in which the employee receives his/her first paycheck.
 - 3. Dues deductions will not be available for employees who do not meet the above conditions.
 - 4. Payroll dues deductions will be deducted from each employee's check in equal installments.

Section 3: Indemnity Clause

- A. The Association hereby agrees to indemnify the Board, the Board Secretary, each individual board member, and all administrators against any and all liability arising out of the application of the provisions of the Master Contract Agreement relating to dues deductions.

Section 4: Exclusions

- A. Excluded from this provision of this Master Contract Agreement will be initiation fees, special assessments, back dues, fines, or similar items.

Section 5: Notification of Dues

- A. It will be the responsibility of the Association to inform members of the voluntary dues deduction system and procedure.

Section 6: Payroll Deduction Authorization for Various Plans/Programs

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group health insurance, dental insurance, and any other plans or programs jointly approved by the Association and the Board.

DIVISION IV: MISCELLANEOUS

**ARTICLE 16
PRINTING AGREEMENT**

- A. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board via the District website. A printed copy is available upon request from the Board Secretary and the Board shall provide the Association with fifteen (15) additional copies.

**ARTICLE 17
NOTICES**

- A. Whenever any notice is required to be given by either of the parties of the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter or by hand delivery 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 the Association, to the Board at 1100 Linn Street, Atlantic, IA 50022
 - 2. If by the Board, to the Association at 1100 Linn Street, Atlantic, IA 50022

**ARTICLE 18
FINALITY & EFFECT**

Section 1: Previous Agreements

- A. This Agreement supersedes and cancels all previous collective bargaining agreements between the School District and the Association or any employee and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2: Past Practice

- A. Past practices shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced in writing and executed by both parties to be effective.

Section 3: Understandings and Agreements

- A. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and Association each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

**ARTICLE 19
SAVINGS CLAUSE**

- A. In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 20
DURATION PERIOD**

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2014. The salary and fringe benefits provisions shall become effective at the beginning of the first pay period of the 2013-14 school year.
- B. This Agreement shall automatically continue in force and effect for equivalent periods, except as it may be amended, modified, or substituted during future collective bargaining; however, any language issues or other area of major concern to either party, and dates shall be negotiable for the 2014-2015 school year. The compensation for summer activities will be according to the pay

schedule in effect at the beginning of the activity except for bus driving and working games. These two activities will be paid according to the new contract beginning July 1, 2013.

**ARTICLE 21
SIGNATURE CLAUSE**

In witness whereof the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 8th day of June 2013.

ATLANTIC EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Chief Negotiator

ATLANTIC COMMUNITY SCHOOL DISTRICT

By _____
Its President

By _____
Its Chief Negotiator

**EXHIBIT I
GRIEVANCE REPORT**

Date Filed _____

Atlantic Community School District

Distribution of Forms

_____ Building

Name of Aggrieved Person

- ____ 1. Association
- ____ 2. Employee
- ____ 3. Appropriate Supervisor
- ____ 4. Superintendent

=====

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Master Contract Violated* _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature Date

E. Disposition of Principal or Immediate Supervisor* _____

Signature of Principal Date
or Immediate Supervisor

