

MASTER CONTRACT

EDGEWOOD-COLESBURG SCHOOL DISTRICT

and

EDGEWOOD-COLESBURG  
TEACHER'S ASSOCIATION

2023-2024 School Year

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**ARTICLE I**

**PREAMBLE**

The Board of Education of the Edgewood-Colesburg School District hereinafter referred to as the Board and the Edgewood-Colesburg Teacher’s Association, hereinafter referred to as the Association agree as follows:

**ARTICLE II**

**RECOGNITION**

See Exhibit A attached hereto and by this reference made a part hereof entitled State of Iowa Public Employment Relations Board case number 346, Order of Certification dated the 14<sup>th</sup> 2day of October, 1975, signed by Edward F. Kolker, Chairman.

**Exhibit A**

**STATE OF IOWA**

**PUBLIC EMPLOYMENT RELATIONS BOARD**

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**IN THE MATTER OF:**

**EDGEWOOD-COLESBURG COMMUNITY SCHOOL  
PUBLIC EMPLOYER**

**Case 346**

**AND**

**EDGEWOOD-COLESBURG TEACHER’S ASSOCIATION  
PETITIONER**

**Order Of  
Certification**

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Now on this 14<sup>th</sup> day of October, 1975, the Board being advised that an election was conducted on October 3, 1975, pursuant to order of the Public Employment Relations Board and that Edgewood-Colesburg Teacher’s Association, an employee organization, received an affirmative vote of a majority of employees in the bargaining unit, and the Board having further found that the aforesaid employee organization has fully complied with all regulations of the Public Employment Relations Act and the rules and regulations there-under.

IT IS HEREBY ORDERED BY THE BOARD that Edgewood-Colesburg Teacher’s Association should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the employees of Edgewood-Colesburg Community School, a public employer, in the following bargaining unit:

**INCLUDED:** Classroom teachers, guidance counselors, professional certified librarian and nurse.

**EXCLUDED:** Superintendent, building principals, substitute teachers and non-certified personnel including custodians, bus drivers, secretaries, teachers aides, teacher associates, cooks and other non-certified personnel.

DONE by the Public Employment Relations Board

By: \_\_\_\_\_  
Edward F. Kolker, Chairman

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

Definition:

1. Grievance: A grievance is a claim that there has been a violation, misinterpretation, or misapplication of this agreement.
2. Aggrieved person:
  - (A) “An aggrieved person” is the person or persons making the complaint and any person, including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the complaint. Anyone who shall be part in interest shall be bound by any and all decisions rendered herein.
  - (B) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems arising from this agreement, which may from time to time affect employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
  - (C) Neither the Board nor the Association shall be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party.

### **LIMITATIONS**

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

### **PROCEDURE**

- (A) Every aggrieved person covered by this agreement shall have the right to present grievances in accordance with these procedures.
- (B) The failure of an aggrieved person (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the described time limits will act as a bar to any further appeal and 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, however, may be extended by mutual agreement.
- (C) It is agreed that any investigation or other handling or processing of any grievance by the grieving teachers shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or the teaching staff.

Level One – Principal or immediate supervisor. (Informal)

Within fifteen (15) school days after the alleged violation, the aggrieved person shall first discuss the grievance with that person’s principal or immediate supervisor.

Level Two – Principal (Formal)

If the aggrieved person is not satisfied with the grievance disposition in Step One and would like to proceed to the next step, that person shall submit a written grievance to the principal within five (5) school days of the informal discussion. The written grievance shall state the nature of the grievance, specific contract clause violated and the remedy requested. The principal shall make a written response to the employee within five (5) school days after it is formally filed.

With the written permission of the grievant the principal shall submit a copy of the grievance and the response to the Association, on a form prescribed by the Association and approved by the Board.

Level Three – Superintendent.

If the aggrieved person is not satisfied with the formal disposition in step two and would like to proceed to the next step, that person shall file within five (5) school days after the written response the grievance in writing to the superintendent for consideration. The superintendent shall make a written response within ten (10) days.

With the written permission of the grievant, the Association shall be allowed to participate in a representative capacity for the grievant.

Level Four

If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the Public Employment Relations Board (PERB) will be requested to provide a panel of seven (7) arbitrators.

Expense for the arbitrator’s service shall be borne equally by the School District and the Association.

The Arbitrator’s opinion shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The Arbitrator’s authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the decision must be based solely and only upon the Arbitrator’s interpretation of the meaning or application of the express relevant language of the Agreement.

## **ARTICLE IV**

### **SALARY AND WAGES**

#### **A. Schedule**

The salary of each employee covered by the regular salary schedule is set forth in Schedule A on a base of \$37,356 for 2023-24, which is attached hereto and made a part of hereof for the 2023-2024 contract year. Schedule A incorporates all state legislated funds.

- Insurance Contribution up to \$8,296 for next year
- TSA Contribution up to \$6,599 for next year

## **B. Placement on Salary Schedule**

Each employee shall be placed on the proper step of the salary schedule as of the first required attendance day for such employee in the 2019-2020 contract year in accord with that individual's contract. Any employee hired prior to November 1<sup>st</sup>, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year.

Each employee shall be placed on the proper step of the salary schedule as of the effective date of this agreement. Such placement shall be determined by advancing one (1) vertical step for each year of actual teaching experience and allotting full credit for all undergraduate and graduate school credits earned.

Teachers new or rehired to the Edgewood-Colesburg School System shall receive up to five (5) years credit on the salary schedule for certified teaching experience determined by actual teaching experience in a duly accredited school and educational lane. Credit shall be given upon suitable evidence of educational credit for undergraduate and graduate school credits earned. Such proof must be by virtue of a transcript filed on or before September 30 in the school year the adjustment is to be made. Pay adjustments shall be retroactive to the beginning of the contract year. This provision for new or rehired shall be effective for contract years 1990-1991 and subsequent years and shall not be retroactive in any event. The school board may allow for additional experience if in their sole discretion it is warranted under the circumstance.

## **C. Advancement on Salary Schedule**

1. **Increments.** Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Edgewood-Colesburg School District for one hundred thirty-five (135) consecutive teaching days or more in one school year. Notwithstanding the above, if a teacher shall change horizontal lanes, there shall be no more than one vertical increment granted in any one year.
2. **Educational Lanes:** Employees on the regular salary schedule who move from one educational lane to another, shall file suitable evidence of educational credit with the Superintendent no later than twenty (20) days after the beginning of the school year and pay adjustments shall be retroactive to the beginning of the school year.
3. **Longevity:** There shall be a longevity step for any employee that exceeds maximum step on the pay scale (more than 20 years of service in the district). Per the longevity clause, each employee passed the maximum step shall receive a \$200 longevity pay.

## **D. Method of Payment**

1. **Pay Periods.** Each employee shall be paid in twenty-four (24) equal installments on the 5<sup>th</sup> and 20<sup>th</sup> day of each month to begin on September 5, 2019. Employees shall receive their checks for regular salaries and contracted ECA salaries by direct deposit to an account of employee's choice with the following exception:
  - a. When a pay date falls on or during a school holiday or weekend, employees shall receive their deposit on the last previous working day.

## **E. Extra Professional Services**

1. An employee teaching either before or after the regularly scheduled work-day shall be compensated on a prorata period of a per diem, particularly excluding supplementary pay, rate of that teacher's contracted salary for the applicable year: (Example – 1<sup>st</sup> year teacher's salary = \$25,500/190 day contract = \$134.21 per day by 8 period day = \$16.78 per period). Teacher would receive an additional \$16.78 for each additional period taught per day over and above such regularly scheduled day.

Teacher employees are encouraged to participate in this program if qualified, however contracting for same, shall remain voluntary on the part of the teacher.

2. Teachers required to attend meetings beyond the contract year will be compensated at the rate of \$150 per day.
3. Regular secondary classroom teachers assigned more than seven (7) pupil/teacher contact periods in an eight (8) period day on a regular basis will be paid 1/8 of their per diem rate of the base salary on the schedule.
4. Employees will have an opportunity to volunteer for extra duties by signing a sheet on the first day of workshop. Activities not covered will be assigned by office staff and become the assignee's responsibility.
5. Elementary employees shall have at least forty-two (42) minutes of break time per instructional day (either consecutive or in no more than 2 increments). In scheduled early outs, break time will be prorated accordingly. A part-time employee's workday shall include a preparation time prorated on the same percentage as their contract is to a fulltime contract. If employees are required to give up any portion of their minimum break time to cover or substitute in the absence of another employee, they shall be paid at a per diem/per period rate per class period, or a prorated portion if such required service is less than a class period.

## **F. Contract Year**

The contract year for teachers new to the district will be 191 days. For all others the contract year will be 190 days.

## **G. Holidays**

The regular and extended contract of employees shall include two (2) holidays. Such holidays will include Labor Day and Thanksgiving.

## **ARTICLE V**

### **LEAVES OF ABSENCE**

As of the beginning of the 1990-1991 school year, employees shall be entitled to the following leaves of absence with full pay each school year, which shall be applicable for the 2023-2024 school year as well:

A. Sick Leave

1. Accumulative Benefits: All employees shall be entitled to the sick leave days as follows:

1 <sup>st</sup> year.	.	.	.	.	.	10 days
2 <sup>nd</sup> year.	.	.	.	.	.	11 days
3 <sup>rd</sup> year.	.	.	.	.	.	12 days
4 <sup>th</sup> year.	.	.	.	.	.	13 days
5 <sup>th</sup> year.	.	.	.	.	.	14 days
6 <sup>th</sup> year and following years.	.	.	.	.	.	15 days

All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the workday with full pay beginning with the first official day of the work year whether or not the employee reports for duty on that day. The employee shall provide, upon request from the District, reasonable verification of illness and/or medical appointments as per the current law.

- a) The following 180 days of accumulation shall be applicable for all employees who were employed prior to the inception of the 1985-1986 school year.

Unused sick leave days shall be accumulated from year to year with a maximum of 180 days, except employees who have already accumulated more than 180 days shall not be reduced. If an employee is on an extended contract, that employee shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract.

Employee reaching 180 days of accumulated sick leave and using sick leave during the fiscal year will have sick leave subtracted from the 180 days.

Example:

Teacher begins fiscal year with 180 days carried forward from prior year	180
Teacher earned 15 days on first day of fiscal year.	<u>+15</u>
= Accumulated leave.	180
= Maximum accumulation	180
- Teacher used during fiscal year.	<u>-5</u>
= Carry-over to next fiscal year.	175
+ Earned first day of new fiscal year.	<u>+15</u>
=Maximum accumulation	180

- b) The following 120 days of accumulation shall be applicable for all employees who were employed at or after the inception of the 1985-1986 school year.

Unused sick leave days shall be accumulated from year to year with a maximum of 120 days. If an employee is on extended contract, that employee shall be entitled to one additional sick leave day for each month of twenty (20) working days beyond the normal contract.

Employee reaching 120 days of accumulated sick leave and using sick leave during the fiscal year will have sick leave subtracted from the 120 days.

Example:



Teacher begins fiscal year with 120 days carried forward from prior year	120
Teacher earned 15 days on first day of fiscal year.	+15
= Accumulated leave	120
= Maximum accumulation	120
- Teacher used during fiscal year.	-5
= Carry-over to next fiscal year.	115
+ Earned first day of new fiscal year.	+15
= Maximum accumulation	120

2. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 1 of each school year. Said accounting shall be presented as a copy of a section concerning accumulation of sick leave as shown in the Superintendent’s Annual Report.

3. Extended Leave and Other Leaves

- a. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the contract year.
- b. An employee who is unable to work because of illness, disability or death of a member of the immediate family and has exhausted all available leave shall be granted a leave of absence without pay for the duration of such illness, disability, or death up to the end of the contract year.

These leaves may be renewed each year upon written request by the employee and upon approval of that request by the School Board.

- c. **Jury and Legal:** When the employee submits proof of a necessity of jury service during school hours or is subpoenaed to appear in court or a judicial hearing, that employee shall be provided such time. The employee shall be paid the difference between the amount that is received from jury duty and that employee’s regular salary. In the event the employee is required to appear in court or before a body, as a party to any private legal action that is not job related, the provisions of this article shall not apply. This section shall not apply if an employee, the Association or the School Board is one of the parties to the controversy.
- d. **Bereavement:** Certified personnel shall be granted leave of absence at full pay for funerals not to exceed 5 days per year, and cannot be accumulated from year to year.
- e. **Public Office:** A leave of absence without pay, not to exceed two years, may be granted to an employee upon application to the Superintendent for the purpose of serving in a public, state or national office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as when such leave was granted. No fringe benefits of any kind shall be in effect during the entire period of this leave.
- f. **Association Leave:** Up to three (3) working days shall be available to the Association for the purpose of attending conferences, conventions or committee meetings sponsored by the Association. The teacher(s) shall receive no loss of pay. The Association shall be responsible for all expenses associated with such leave and shall reimburse the District the

cost of the substitute(s). A written request shall be presented to the employer at least five (5) working days before the request is granted. Association days shall not be charged to an employee's individual leave and cannot be accumulated.

- g. Maternity/Paternity: An employee who becomes pregnant or adopts will be granted and shall take a parental leave under the following conditions:
1. Pregnancy renders the employee physically and/or mentally unable to perform regular job duties as determined by the administration.
  2. Such leave may commence at the beginning of the seventh month of pregnancy. However such leave may commence sooner if the attending physician certifies it is medically necessary for the health of the employee.
  3. The initial leave for the mother shall be for a period extending through not more than six weeks after termination of pregnancy, but may be extended for an additional eight (8) weeks upon a certification of inability to work signed by the employee's doctor. Initial leave for the father shall not exceed four (4) weeks.
  4. In the case of adoption of a child, leave shall commence with the day of the adoption. Employees may have up to four weeks leave for birth/adoption to be used by mother or father. Leave will be deducted from accumulated sick leave. Leave may be extended through not more than four (4) weeks after the adoption date but may be extended for up to an additional eight (8) weeks of unpaid leave.
  5. Employee shall charge this leave to Sick Leave to the extent of such accumulated sick leave. Extended leave beyond accumulated sick leave shall be without pay.
- h. Personal Leave
1. At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. An employee planning to use a personal leave day or days shall notify his/her principal in writing at least three days in advance except in case of an emergency. These personal leave days may not be accumulated. No personal leave is allowed on the following days unless approved by the Superintendent. The request for use of personal leave on these days must be submitted to the Superintendent with valid reasons for its use.
    - i. First and last days of employee contract year.
    - ii. The working day before or after holidays and vacations.
    - iii. Parent conference days.
    - iv. Workshop days as set out in the school calendar.
  2. Payment for Unused Personal Leave
    - i. Employees shall be compensated at a rate of fifty dollars (\$50) per day for unused personal leave up to a maximum of three (3) days per year. Automatic payment will be made for the number days. Payment for said leave to be included in the employee's last paycheck for the contract year.
- i. Family Leave
1. Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of five (5) days per year. Leave for immediate family illness shall

not be deducted from any accumulated sick leave. The immediate family shall be defined as: spouse, children, mother, father, mother-in-law, and father-in-law. Employee may put in request to superintendent to take family leave for other family member(s). This leave shall be granted at the superintendent's discretion and not be subject to Grievance Procedures in Article III.

## **ARTICLE VI**

### **EMPLOYMENT AND ASSIGNMENT**

#### **A. ASSIGNMENT OF EMPLOYEE**

The teaching staff employees shall have the right to know by May 1 as to what said employee's tentative subject assignments, and/or tentative room assignments might be. In no event, however, shall the administration be precluded from making necessary changes in those tentative assignments. Such changes shall be at the complete discretion of the administration. The principal, on or before May 1, shall post such tentative schedule.

## **ARTICLE VII**

### **CHAPTER 294 A**

Association members are members of standing committees and shall be notified and have input on in-service content, workdays, calendar, early retirement, and insurance carrier items in conjunction with the Edgewood-Colesburg Community School Board.

## **ARTICLE VIII**

### **SAFETY PROVISIONS**

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

Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and courts.

## **ARTICLE IX**

### **FINALITY AND EFFECT OF AGREEMENT**

- A. 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 bargaining for its term.

- B. 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 any right which might otherwise exist under the law to negotiate over any matter during the term of this Agreement or with 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.
- C. However, by mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of the Agreement when signed by both parties and attached to this contract.

**ARTICLE**

**DURATION CLAUSE**

**DURATION PERIOD**

This agreement shall be effective as of the first day of the teacher contract year beginning July 1, 2019 and shall continue in effect until the completion of the 2023-2024 contract year. Until that date, all contract language will remain intact and the same with the exception of salary and wages. Salary and wages will be reopened each contract year for negotiation. The decision (by the Edgewood-Colesburg School Board) setting the beginning and the end of each school year shall be incorporated by Reference into this contract. This agreement together with all the terms, conditions and effects shall expire on the date concluding this contract.

The Board agrees to post to district website and reproduce one copy of this contract for each employee in the bargaining unit if requested.

**Signature Clause**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and their signatures placed thereon, all on the 20<sup>th</sup> day of March, 2023.

Edgewood-Colesburg Teacher’s Association \_\_\_\_\_  
President

Edgewood-Colesburg Community School District \_\_\_\_\_  
School Board President

**CONTRACT AMENDMENTS FOR CHANGE TO SCHEDULE B (ECA’s)**

- 1. Any employee advancing within the SAME sport or activity retains percentage from previous contract plus one (1) step. (Ex. Employee who is an Assistant Coach at Group B, Step becomes Head Coach of same sport. Employee moves to Group A, Step 3).

2. Any employee who moves down within the SAME sport or activity retains experience within new group plus one step. (Ex. Employee who is Assistant Coach at Group B, Step 4 becomes Jr. High Coach of same sport. Employee moves to Group C, Step 5).

## Schedule A

	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>BA+32</b>	<b>MA</b>	<b>MA+8</b>	<b>MA +16</b>
<b>1</b>	\$ 37,356	\$37,391	\$ 38,284	\$ 39,177	\$ 40,070	\$ 40,963	\$ 41,856	\$ 42,749
<b>2</b>	\$ 37,689	\$38,582	\$ 39,475	\$ 40,368	\$ 41,261	\$ 42,154	\$ 43,047	\$ 43,940
<b>3</b>	\$ 38,880	\$ 39,773	\$ 40,666	\$41,559	\$ 42,452	\$ 43,345	\$44,238	\$ 45,131
<b>4</b>	\$40,071	\$ 40,964	\$41,857	\$ 42,750	\$ 43,643	\$ 44,536	\$ 45,429	\$ 46,322
<b>5</b>	\$41,262	\$42,155	\$43,048	\$ 43,941	\$ 44,834	\$ 45,727	\$46,620	\$ 47,513
<b>6</b>	\$ 42,453	\$ 43,346	\$ 44,239	\$45,132	\$46,025	\$ 46,918	\$ 47,811	\$ 48,704
<b>7</b>	\$ 43,644	\$ 44,537	\$ 45,430	\$ 46,323	\$ 47,216	\$ 48,109	\$ 49,002	\$ 49,895
<b>8</b>	\$ 44,835	\$ 45,728	\$ 46,621	\$ 47,514	\$ 48,407	\$ 49,300	\$ 50,193	\$ 51,086
<b>9</b>	\$ 46,026	\$ 46,919	\$ 47,812	\$ 48,705	\$ 49,598	\$ 50,491	\$ 51,384	\$ 52,277
<b>10</b>		\$ 48,110	\$ 49,003	\$ 49,896	\$ 50,789	\$ 51,682	\$ 52,575	\$ 53,468
<b>11</b>		\$ 49,301	\$ 50,194	\$ 51,087	\$ 51,980	\$ 52,873	\$ 53,766	\$ 54,659
<b>12</b>		\$ 50,492	\$ 51,385	\$ 52,278	\$ 53,171	\$ 54,064	\$ 54,957	\$ 58,850
<b>13</b>		\$ 51,683	\$52,576	\$53,469	\$ 54,362	\$ 55,255	\$ 56,148	\$ 57,041
<b>14</b>		\$ 52,874	\$ 53,767	\$ 54,660	\$ 55,553	\$ 56,446	\$ 57,339	\$ 58,232
<b>15</b>		\$ 54,065	\$ 54,958	\$ 55,851	\$ 56,744	\$ 57,637	\$ 58,530	\$ 59,423
<b>16</b>				\$ 57,042	\$ 57,935	\$ 58,828	\$ 59,721	\$ 60,614
<b>17</b>				\$ 58,233	\$ 59,126	\$ 60,019	\$ 60,912	\$ 61,805
<b>18</b>					\$ 60,317	\$ 61,210	\$ 62,103	\$ 62,996