

Le Mars Community School District

**Comprehensive
Master
Contract**

Negotiated Between

**The Le Mars Community Education
Association
and
The Le Mars Community School District
Board of Directors**

July 1, 2020 to June 30, 2021

TABLE OF CONTENTS

Article 1 - Preamble	1
Article 2 - Definitions	1
Article 3 - General Contract Provisions	1
Article 4 - Other Payroll Deductions	2
Article 5 - Grievance Procedure	2-4
Article 6 - Employee Work Year and Holidays	5
Article 7 - Employee Hours	5-6
Article 8 - Wages	6-8
Article 9 - Sick Leave	9-11
Article 10 - Leave of Absence	12-16
Article 11 - Health Provisions	16
Article 12 - Safety Provisions	16
Article 13 - In-service	16
Article 14 - Duration and Signature	17
Schedule "A"-Grievance Report	18-19
Schedule "B"-Teacher Salary Schedules	20-21
Schedule "C"-Nurse's Salary Schedule	22
Schedule "D" – Intention to Change Classification	23

ARTICLE 1
Preamble

The Board of Directors of the Le Mars Community School District, also known as the Board of Education, and the Le Mars Community Education Association recognize that the aim of the public schools is to provide a quality education program for children and youth of the Le Mars Community School District.

WHEREAS, the parties have agreed to negotiate in good faith, and,

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE 2
Definitions

A. The term "Board" as used in this agreement shall mean the Board of Education of the Le Mars Community School District or its duly authorized representatives.

B. The term "employee" 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.

C. The term "Association" as used in this agreement shall mean the Le Mars Community Education Association or its duly authorized representatives or agents.

D. The term "School District" as used in this agreement shall mean the Le Mars Community School District.

ARTICLE 3
General Contract Provisions

A. SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal in a final decision by a court having competent jurisdiction, then such article, section, or clause shall be deleted from the agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect.

B. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so by telegram 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 940 Lincoln Street S.W., Le Mars, Iowa.
2. IF BY BOARD
to Association President's home address, which will be provided.

C. CONTRACT PRINTING

An electronic copy of the contract will be maintained on the school district's website.

ARTICLE 4 Other Payroll Deductions

Upon mutual approval by the Board and the Association and upon written authorization from the employee, other payroll deductions and appropriate remittances may be made for insurances provided under this contract and for annuities and savings bonds and credit union.

ARTICLE 5 Grievance Procedure

A. DEFINITIONS

1. Grievance

A "grievance" shall mean only a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this agreement.

2. Grievant

A "grievant" is the employee or the Association making the complaint.

3. Party in Interest

A "party in interest" is the grievant or 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.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances, which may arise affecting certified 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. GENERAL PROCEDURES

1. Time Limits

The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of a grievant to act on any grievance within the prescribed 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.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days thereafter.

3. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result, insofar as possible, in no interference with or interruption of the instructional program of the grievant or of the teaching staff.

D. PROCESSING GRIEVANCES

1. First Step

Within ten (10) contract days of the act or condition which gives rise to a grievance, the grievant shall request by written, signed, and dated notice, a meeting with his/her principal or immediate supervisor with the objective of resolving the matter. The parties shall meet to discuss the grievance informally within five (5) contract days thereafter. The grievant may request that all individuals involved in making the decision which gave rise to the filing of the grievance be present at this conference. Schedule B shall be used for filing this report.

The principal or immediate supervisor shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant and Superintendent within five (5) contract days after the conference is held.

2. Second Step

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file, within seven (7) contract days of the principal's written decision at the First Step, a copy of the grievance with the Superintendent. Within three (3) contract days after such written grievance is filed, the grievant and the Superintendent (or his designee) shall meet to resolve the grievance. The Superintendent (or his designee) shall file an answer within two (2) contract days of the Second Step grievance meeting and communicate it in writing to the grievant and the principal.

3. Third Step

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. In order to submit a grievance to arbitration the Association, on behalf of the grievant, must file a written request therefore with the Superintendent within ten (10) contract days after the receipt of the answer to the Second Step. Each grievance submitted to arbitration shall be heard individually, as it arises, by a single arbitrator selected by the parties.

The parties shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days after such request for arbitration, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of three (3) arbitrators, each of whom has been determined by the PERB to be available for a hearing on the matter within thirty (30) days after his/her appointment, and the parties shall determine by lot which party shall be required to move the first name from the list. The party required to remove the first name shall do so within two (2) contract days, and the other party shall have one (1) additional contract day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the parties and hold hearings promptly, and he/she shall issue his decision not later than fifteen (15) contract 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 on the issues submitted. The arbitrator shall be without power or authority to make any decisions other than one, which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the parties. Any other expenses, including costs relating to witnesses, and costs of compiling and reproducing documents, shall be paid by the party incurring it.

E. EXCLUSIVE GRIEVANCE PROCEDURE

A grievance shall be presented on the Grievance Report Form attached hereto. If any employee files any claim or complaint in any forum other than under the grievance procedure of this agreement, then the following preclusion rules shall apply:

1. Any issue actually presented by the teacher or Association in such forum or necessarily merged in the final decision achieved in said forum may not be presented again under the grievance procedure of this contract.
2. Any issue other than in 1 above may be preserved for presentation in a grievance proceeding.
3. Issues to be preserved for later presentation in a grievance proceeding shall be presented in accordance with D-1 of this article. The 10-day deadline in D-1, however, shall, in such a case, start to run on the day the decision in the non-grievance forum becomes final.

F. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 6
Employee Work Year and Holidays

The regular contract work-year for employees shall not exceed one hundred ninety-two (192) days, of which one hundred eighty (180) days shall be teaching work-days, five (5) days shall be non-teaching work-days and seven (7) days shall be paid holidays. These holidays are:

First Monday in September
Fourth Thursday in November
December 25
January 1
Third Monday in February
April 5
Last Monday in May

ARTICLE 7
Employee Hours

A. LENGTH OF THE DAY

The total in-school work day consists of eight (8) hours which shall include a daily duty-free lunch period of at least (30) minutes, with the exception of days immediately preceding holidays, vacation periods, on Fridays, and days of evening parent-teacher conferences when employees may end their in-school work day fifteen (15) minutes earlier than usual.

B. LEAVING THE BUILDING

Employees may leave the building without requesting permission during their duty free lunch periods and may leave the building with permission for school business during their preparation time. Also see Personal Leave 5 h.

C. ARRIVAL AND DISMISSAL TIME

Normally employees shall be required to begin their in-school workday at 8:00 A.M. and shall be permitted to end their in-school workday at 4:00 P.M. with the exceptions noted in A. above. However, employees hired with service to begin for school year 1995-96, may be required to begin their day one hour earlier or one hour later and end their day accordingly, as determined by their individually-assigned teaching responsibilities, during their first four (4) years of service. Employees who began their service prior to 1995-96 may be requested to voluntarily work the one-hour early or one-hour late schedule noted above.

It is recognized that the total school program of each school includes such events as plays, athletics, music programs, open houses, parent-teacher conferences and programs, faculty meetings, and all other similar type school functions and programs.

D. SPECIAL SCHOOL IMPROVEMENT STAFF DEVELOPMENT HOURS

For the 2020-2021 school year, the Board may implement the equivalent of up to two (2) normal workdays (15 hours) for staff development activities pertaining to school improvement goals, objectives, and activities. The days, if implemented, will consist of one-hour sessions to be scheduled outside of the normal 8:00 a.m. to 4:00 p.m. workday. Teacher attendance at these sessions is required, and teachers will be paid per diem salary for their participation. Master Contract leave provisions will not apply to these sessions. Teachers will receive payment in two installments with the first to be paid January 15, 2021 and the second to be paid June 15, 2021. If only one day is implemented, payment will occur on June 15, 2021.

ARTICLE 8 WAGES

A. SALARY SCHEDULE

The salary of regular full time employees covered by this agreement is set forth in the Schedule B attached hereto and made part of this agreement.

The salary of regular part time employees shall be at a ratio proportionate to their part time service.

B. PLACEMENT ON SALARY SCHEDULE

1. Requirements for Vertical Advancement

Any certified employee who has one hundred twenty (120) days or more of actual teaching experience in a given school year shall be given credit for one (1) year of service toward the next increment step for the following year. Any certified employee who has less than one hundred twenty (120) but more than seventy (70) days of actual teaching experience in a given school year shall be given credit for one-half (1/2) year of service toward the next increment for the following year. No credit shall be given for less than seventy (70) days actual teaching experience or for day-by-day work as a substitute teacher. In determining the proper vertical step upon which a certified employee shall be placed, one-half (1/2) year of service shall be disregarded unless a teacher has two (2) such half-years in which case he/she shall be given credit for a full year of service.

2. Credit for Experience

Upon initial employment, credit up to and including the sixth (6th) step of the appropriate salary schedule may be given for previous outside teaching experience in a duly accredited school providing such experience has been in the last ten (10) years, and provided further that such experience contributes to the performance of the employee's duties with the District. The determination of whether such experience contributes to the performance of the employee's duties with the district shall be the sole and exclusive prerogative of the Board. The Board in its discretion may grant further credits for additional years of such experience.

C. NATIONAL BOARD CERTIFICATION

National Board Certification (NBC) is a certification program designed and administered by the National Board for Professional Teaching Standards. NBC requires candidates to demonstrate their teaching knowledge and practices as measured against very high and rigorous standards. Certification is issued for ten (10) year periods of time. Effective with the 2001-2002 school year, the district will pay an annual stipend of \$1,500 in addition to all other salary to any full-time teacher who attains NBC status, and will continue to pay the stipend each year that the teacher remains a district employed teacher in good standing with NBC status. Part-time eligible teachers will receive a proportional stipend.

D. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees shall be granted one increment or vertical step on the salary schedule for each year of satisfactory service until the maximum for their educational classification is reached. The Board has the prerogative of withholding any increments in the salary scale for any employee for just cause.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the step corresponding in the former educational lane and shall not be entitled to advance more than one vertical step in a school year.

In order to change classification on the salary schedule, all teachers must file a request for such change (see Schedule F) in the Superintendent's Office on or before the first Friday in May. Each teacher filing such a request shall be notified in writing of the result of Board action on his/her request. If such request is granted, the teacher shall file an official transcript of credits no later than October 1 of the year for which he/she seeks a classification change. All credits will be subject to review by the Superintendent before presentation to the Board for its acceptance. The board shall determine which college courses shall qualify as credit hours for advancement from one lane to another.

The following criteria shall be used to determine acceptability of credit:

1. B.A. Plus - All credits for this area must be earned following the B.A. degree, and relate to the teaching field. Each credit earned, if to count toward a classification change, cannot be a repeat course with a new number. A credit is equivalent to one semester hour of college work.
2. M.A. Plus - All credits must be graduate credits earned following the M.A. degree and related to the current teaching assignment. A credit is equivalent to one semester hour of college work.
3. All credits must have been earned in the eight-year period immediately prior to the year in which horizontal advancement is sought. This provision shall apply immediately to all teachers new to the School District and shall apply effective with the 1991-1992 school year for all teachers employed by the School District during the 1988-89 school year.

E. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid twelve (12) equal installments on the fifteenth (15th) of each month. Each employee, at his/her option may receive his/her check in one of the three following ways: 1) receive his/her check at his/her regular building; 2) have his/her check mailed to the employee at the address designated by the employee; 3) direct deposit.

2. Exception

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Employees, other than regular summer school teachers, shall receive their summer checks in the following manner:

Checks shall be mailed or direct deposited to the place and/or address designated by the employee on the fifteenth (15) of each month.

F. EXTENDED CONTRACT

The salary schedule is based upon the regular school calendar as established by the Board. Any employee whose full time assignment exceeds the regular employee work year shall be additionally compensated at the per diem rate of his/her regular contract. It is understood that full time assignments do not include summer work paid on an hourly basis such as curriculum work.

G. TEACHER COMPENSATION LAW AND MENTORING

If the district does not receive state funding for "Beginning Teacher Mentoring", the district will not be obligated to continue said program or to pay any salaries or stipends that normally would have been paid under this program. Upon final determination of the status of this program for 2020-2021, if necessary the district will negotiate and/or confer with the Association with respect to all areas determined to be mandatory subjects of bargaining and/or specifically within state law or rule.

ARTICLE 9 Sick Leave

A. ACCUMULATIVE BENEFITS

As of the beginning of the school year, all employees shall be entitled to:

- 10 sick leave days the first year
- 11 sick leave days the second year
- 12 sick leave days the third year
- 13 sick leave days the fourth year
- 14 sick leave days the fifth year
- 15 sick leave days the sixth year and subsequent years

As of the first official day of said school year, even though they are unable to report for duty on that day due to physical illness. New employees are entitled to leave as set forth above except that there shall be no sick leave benefits until such new employee has completed his/her assignment for the first official day of said school year. Said leave is to be with pay. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred fifteen (115) days. Present employees shall retain all previously accumulated and credited sick leave. Sick leave may be used in one-half (1/2) day increments.

B. NOTIFICATION OF ACCUMULATION

Employees may request a copy of a written accounting of accumulated sick leave no later than October 1 of each school year.

C. EXTENDED LEAVE

An employee who is unable to work because of medically related disability and who has exhausted all sick leave available may be granted a leave of absence by the Board without pay for the remainder of the school year during which his/her accrued sick leave is exhausted.

To the extent permitted by the insurance carriers involved, employees on extended leave shall have the option of continuing any or all of the insurance coverage's enumerated herein by paying the premium themselves.

D. JOB-RELATED INJURY

Absence due to injury, which is compensable under the Iowa Worker's Compensation Law, shall relieve the Board of payment of salary as sick leave and shall not be charged to the employee's accrued sick leave benefits. During a period equal to the accumulative sick leave benefits available at the time of the injury, the Board will pay to such injured employee the difference between his/her regular contract salary and the Worker's Compensation payments.

E. PROOF OF ILLNESS

The Board may require an employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.

F. PRE-DETERMINED TEMPORARY DISABILITY

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

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

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

G. TRANSFER OF SICK LEAVE

As of the 1980-81 school year, whenever the Board hires an employee who has unused accumulation of sick leave days from his/her last employment school district, the Board may grant said employee additional sick leave credit up to fifty (50) days.

H. SICK LEAVE BANK

1. ESTABLISHMENT

A sick leave bank will be established for the use of employees who choose to participate. Use of sick leave bank days will commence on the first day after the exhaustion of personal sick leave and will continue for up to the date LTD begins or until an employee has received their physicians' approval to return to work or the exhaustion of the bank. The bank year will be the contract year.

2. ELIGIBILITY

In order to be eligible to participate in the benefits of the sick leave bank, employees must: (a) meet the accumulation requirement set out in Paragraph 3, (b) contribute a minimum of three (3) and a maximum of (5) days to the bank, and (c) enroll in the bank not later than September 15.

3. ACCUMULATION REQUIREMENT

(a) Employees who have thirty (30) days of accumulated sick leave at the beginning of the school year may apply for benefits of up to twenty-five (25) days.

(b) Employees who have less than thirty (30) days of accumulated sick leave at the beginning of the school year may apply for benefits as outlined in the chart below:

Year in which employee does not meet the 30 days accumulation requirement	Number of Sick Leave Bank Days Available
---	---

1 st year	10 days
2 nd year	11 days
3 rd and subsequent years	12 days

4. USAGE

After September 15, the total number of sick leave days in the sick leave bank and the total number of eligible employees will be calculated and the amounts reported to the Association.

If at the end of the bank year there are sick leave days remaining in the bank and there are eligible employees whose illness or injury extended beyond the applicable limitation set out above, then the remaining days shall be divided among the employees in proportion to their number of uncompensated sick leave days. This distribution of unused sick leave bank days shall not be available to or include employees in their 1st, 2nd, or 3rd year of employment unless they had accumulated thirty (30) days of sick leave at the beginning of the school year and it is not available to employees who do not meet the accumulation requirement following qualification.

There shall be no carryover of sick leave bank days from one year to the next.

Employees who contribute sick leave days to the sick leave bank and who do not use the benefits of the sick leave bank shall not have those days, which they contributed, restored to them at the end of the year.

Should an employee utilize all accumulated sick leave days, including days provided to the employee through the sick leave bank, the Association may at its' discretion request that the employee be granted additional days from the sick leave bank, with the number of days to be determined by the Association. The Association shall make this request in writing to the superintendent of schools. The decision of the superintendent is final and not subject to the grievance procedure.

ARTICLE 10
Leaves of Absence

A. TEMPORARY LEAVES

As of the beginning of the 1980-81 school year employees shall be entitled to the following temporary non-accumulative leaves of absence (with full pay, except as hereinafter provided) each school year:

1. Jury Duty and Court Appearance

Any employee who is subpoenaed for jury duty during school hours by any person or party and any employee who is subpoenaed by any person or party to appear in any Court proceedings shall be provided leave for such duty and appearances.

The School District shall pay the employee the difference between the fees or remuneration granted by the Court or subpoenaing party and the regular School District pay.

2. Bereavement Leave

A leave of not more than five (5) days per occurrence shall be granted in the event of a death of the employee's spouse, child or parent.

A leave of not more than four (4) days per occurrence shall be granted in the event of a death of the employee's son-in-law, daughter-in-law, grandparent, grandparent of the employee's spouse, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and grandchild together with other individuals who may be living in the household of the teacher, parents of the teacher, or the teacher's spouse.

A leave of not more than two (2) days per occurrence shall be granted in the event of the death of any of the following individuals who are not living in the household of the teacher: an aunt, uncle, nephew, or niece of the employee or the employee's spouse.

A leave of not more than one (1) day per occurrence shall be granted in the event of the death of an employee's first cousin. A leave of not more than one (1) day per contract year shall be granted in the event of the death of an employee's friend. The cost to the District of securing a substitute teacher for friend leave shall be deducted from the employee's salary.

3. Professional Leave

Employees may be allowed to attend professional meetings and visit schools if approved in advance by the Superintendent or his designated representative. Up to 30 other than Phase III days shall be granted at not more than two (2) days for any individual. However, any individual using more than one (1) day during a contract year shall not be eligible for any days during the next contract year. Professional leave days shall be granted on a first come – first served basis. Additional days beyond 30 may be granted at the discretion of the Superintendent or his designated representative. For purposes of this section, professional meetings are defined as meetings, which are held for primary purposes of improving instruction. Teachers granted leave will be reimbursed for actual costs of registration, travel, meals and lodging up to a maximum of \$100.00 per day. Denial of requested leave shall not be subject to grievance provisions and procedures.

4. Extracurricular Coach/Sponsor Leave

Head coaches and head activity sponsors and a varsity assistant where applicable may be granted a maximum of one (1) day paid leave per contract year to attend a state sponsored competition pertaining to their assignment but in which their students are not participating.

5. Personal Leave

Each regular full time employee shall be granted two (2) days of paid personal leave which may be used for any purpose at the discretion of the employee, subject to the following:

a. No leave shall be granted for the day immediately preceding or the day immediately following any other leave period, any holiday, or vacation period, nor shall any leave be granted during the first or last week of the school year, except in case of an emergency or in the event of unusual circumstances as determined by the Superintendent. The Superintendent's determination of what constitutes an emergency or whether unusual circumstances exist shall not be subject to the grievance procedure.

b. Leave shall be by written request to the employee's principal made at least seven (7) days in advance of the date of the intended absence. It is further provided, however, that fewer than seven (7) days' notice may be given when an employee demonstrates, by evidence satisfactory to the Superintendent (or his designee), that an emergency prevented the giving of seven (7) days' notice and that the notice actually given was as far in advance of the date of the intended absence as permitted by the emergency.

c. The Superintendent (or his designee) shall have discretion to grant only those requests for which adequate substitutes may be obtained.

d. One of the two (2) available days may be used with no substitute teacher cost deduction from the employee. Leave used beyond the one day will be subject to deduction for substitute teacher costs.

e. Leave hereunder may be used in increments of $\frac{1}{2}$ day.

f. Leave shall not be allowed during any form of work stoppage.

g. If the employee does not use any personal leave in the current year, one day will be added to the employee's personal leave days for the next year to a maximum accumulation of three (3) days. The employee will not be charged a deduction for the substitute teacher costs for the first two days of the accumulated personal leave and will be charged a deduction for the substitute teacher costs for the third day of personal leave if used.

h. Employees may occasionally be granted leave after 3:30 for necessary appointments or other necessary activities. Leave granted shall be at the sole discretion of the principal, and shall normally be granted unless the principal determines that to do so would interfere with the educational program. Denial of leave under this provision shall not be subject to the grievance procedures contained in this contract.

The provisions of sub-paragraphs a-c above, however, shall not apply when an employee demonstrates, by evidence satisfactory to the Superintendent or his designee, that the leave taken or to be taken is for a medical or dental appointment which could not be scheduled so as to permit compliance with said provisions.

6. Unpaid Leave

No unpaid leave may be used if applicable paid leave is available. Each employee shall be granted one (1) day of unpaid personal leave which may be used for any purpose at the discretion of the employee. An employee planning to use an unpaid personal leave day shall notify his/her principal in writing at least three (3) days in advance, except in cases of emergency. In the event of an emergency, which prohibits prior notification, notification may be made by telephone or in person. The employee shall not be required to explain the reasons for the use of an unpaid personal leave day.

No unpaid personal leaves shall be granted for the last working day of the school year nor shall any unpaid personal leave be allowed or recognized during any form of work stoppage.

Other absences without pay may be authorized by the Superintendent or his designated representative for purposes, which he considers urgent and/or necessary. The superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence, and other relevant factors. For such absences, deductions from the employee's salary will be made monthly in accordance with the School District's pay deduction regulations.

7. Family Illness and Dependent Illness Leave

Each employee shall be granted paid leave up to a maximum of six (6) days per contract year to be used for the hospitalization, including outpatient surgery and testing, pre and post surgery consultation and elderly care consultation of the employee's spouse, parent, child, brother or sister, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild and illness of a child of the employee who is sixteen years of age or under and whose illness requires the employee's attention. If the dependent child is over 16, use of this leave is at the superintendent's discretion. The District may require proof of hospitalization. This leave will be charged to the employee's accumulated sick leave and may be used in one-half (1/2) day increments.

8. Catastrophic Illness/Injury Leave

In the event of a catastrophic illness or injury to an employee's spouse or dependent child that requires long term treatment with the presence of the employee at the place of treatment, the superintendent may at his or her sole discretion grant paid leave beyond that which is available through other contract leave provisions. All other appropriate and available paid leave, including personal leave, must have been used before this leave provision could apply. Denial of all or any portion of leave requested under this provision shall not be subject to grievance.

9. FMLA Leave

The provisions of the Family and Medical Leave Act are incorporated into this agreement by this reference. This inclusion shall not be interpreted to reduce or adversely impact any other leave provision of this Agreement.

B. EXTENDED LEAVE

1. Family Illness

A leave of absence without pay may be granted to an employee by the Board for the purpose of caring for a sick or injured member of the employee's immediate family for the remainder of the school year in which the sickness or injury occurs. For purpose of this provision, the immediate family is defined to mean the father, mother, spouse, or child of the employee.

2. Adoption Leave

Employees shall be eligible for a maximum of ten (10) days paid leave per contract year to be used in the event of the employee's legal adoption of a child(ren) 0 to 5 years old. This leave shall not be available for stepchild adoptions. In the event that both adoptive parents are employees under this contract, the ten (10) days may be shared by the parents but only a total of ten (10) days shall be available to be shared.

Any employee utilizing Adoption Leave must do so within twenty (20) calendar days of placement of the child(ren) in the employee's care, to include pre-placement custody if applicable.

Adoption Leave used will be charged to the employee's sick leave entitlement, and may be used in one-half (1/2) day increments. Utilization of sick leave days for the purposes of adoption shall not result in any improvement of an employee's status with respect to any or all Sick Leave Bank eligibility or entitlement.

3. Miscellaneous

Other extended leaves of absence without pay may be granted by the Board.

4. Conditions

Upon return from an extended leave, an employee shall be placed in the same position on the salary schedule that he/she occupied upon beginning the leave. An employee on an extended leave shall suffer no loss of nor accrue any sick leave benefits during said leave.

An employee whose individual employment contract includes extracurricular duties compensated under Schedule D-1 of this agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extra-curricular duties as he/she performed upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.

To the extent permitted by the insurance carriers involved, but limited to the period provided by federal or state law, employees on extended leave shall have the option of continuing any or all of the insurance coverage's enumerated herein by paying the premium themselves.

No decision of the Board under Section B of this Article shall be subject to the grievance procedure set out herein.

C. SABBATICAL LEAVE

The Board shall grant an employee a sabbatical leave for study (including study in another area of specialization) or for other reasons of value to the employees.

Conditions:

1. The employee must have at least seven (7) full years of service in this District.
2. The District will not provide any salary.
3. The employee will be able to maintain all insurances at the employee's expense.
4. Only 2% of the eligible faculty may take a sabbatical in any one school year.
5. The employee must give the District at least one (1) year of service after returning from the sabbatical.
6. Upon return from an extended leave, an employee shall be placed in the same position on the salary schedule that he/she occupied upon beginning the leave. An employee on an extended leave shall suffer no loss of nor accrue any sick leave benefits during said leave.

ARTICLE 11 Health Provisions

Each employee shall obtain, at the beginning of his/her service a written medical report of a physical examination by the licensed physician who has performed said examination. This examination shall be filed in the Superintendent's office. Each employee shall pay the full amount of the cost

ARTICLE 12 Safety Provisions

A. PROTECTIVE DEVICES

Such special clothing, equipment, and devices as are required by law shall be provided to the employee at the Board's expense.

B. REPORTING ASSAULTS

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

C. BOMB THREATS

No employee shall be required to search for a bomb.

ARTICLE 13 In-Service

There shall be an In-Service Committee consisting of the Superintendent, or his designee, three other members of the Administration, and three bargaining members appointed by the Association. This committee shall have the authority to make decisions about content and delivery of all in-service programs within the district, which take place on the days, designated as in-service days on the official school calendar. Majority vote is required for implementation. Planning for all in-service shall be completed prior to its implementation. In-service training shall take place during the regular school day.

**ARTICLE 13
In-Service**

There shall be an In-Service Committee consisting of the Superintendent, or his designee, three other members of the Administration, and three bargaining members appointed by the Association. This committee shall have the authority to make decisions about content and delivery of all in-service programs within the district, which take place on the days, designated as in-service days on the official school calendar. Majority vote is required for implementation. Planning for all in-service shall be completed prior to its implementation. In-service training shall take place during the regular school day.

**ARTICLE 14
Duration and Signature**

A. DURATION

This agreement shall be effective July 1, 2020, and shall continue in effect until June 30, 2021.

B. 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 there, all on the 11th day of May, 2020.

LEMARS COMMUNITY
EDUCATION ASSOCIATION

BY Jodi Richey
Jodi Richey, President

BY Tracy Wingert
Tracy Wingert, Chief Negotiator

LEMARS COMMUNITY SCHOOL
DISTRICT, BOARD OF EDUCATION

BY Scott Kommes
Scott Kommes, President

BY Steve Webner
Steve Webner, Chief Negotiator

SCHEDULE "A"

GRIEVANCE REPORT

Grievance# _____

Date Filed

Le Mars Community School District

Building

Name of Grievant

FIRST STEP

A. Date Alleged Violation Occurred _____

B. Section (s) of Contract Alleged to Violate _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Grievant

Date

DISPOSITION BY PRINCIPAL
OR IMMEDIATE SUPERVISOR

Signature of Principal or
Immediate Supervisor

Date

SECOND STEP

A _____
Signature of Grievant

Date Received by Superintendent

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE

Signature of Superintendent or Designee

Date

THIRD STEP

A _____
Pres

Signature of Grievant

Signature of Association

B _____
Date Submitted to Superintendent

Date Rec'd by Superintendent

NOTE: All provisions of Article 6 of the Agreement shall be strictly observed in the settlement of grievances.

SCHEDULE "B"
TEACHER SALARY SCHEDULE
2020-2021
TRAINING CLASSIFICATION

Step	I		II		III		IV		V		VI		Step	
	B. A.		B.A.+15		B.A.+30		M.A.		M.A.+15		M.A.+30			
0	Base	38,815	(1.00)	40,756	(1.05)	42,697	(1.10)	44,637	(1.15)	46,578	(1.20)	48,519	(1.25)	0
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	45,204		47,145		49,086		51,026		52,967		54,908		
1	Base	40,368	(1.04)	42,308	(1.09)	44,249	(1.14)	46,190	(1.19)	48,131	(1.24)	50,071	(1.29)	1
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	46,757		48,697		50,638		52,579		54,520		56,460		
2	Base	41,920	(1.08)	43,861	(1.13)	45,802	(1.18)	47,742	(1.23)	49,683	(1.28)	51,624	(1.33)	2
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	48,309		50,250		52,191		54,131		56,072		58,013		
3	Base	43,473	(1.12)	45,414	(1.17)	47,354	(1.22)	49,295	(1.27)	51,236	(1.32)	53,177	(1.37)	3
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	49,862		51,803		53,743		55,684		57,625		59,566		
4	Base	45,025	(1.16)	46,966	(1.21)	48,907	(1.26)	50,848	(1.31)	52,788	(1.36)	54,729	(1.41)	4
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	51,414		53,355		55,296		57,237		59,177		61,118		
5	Base	46,578	(1.20)	48,519	(1.25)	50,460	(1.30)	52,400	(1.35)	54,341	(1.40)	56,282	(1.45)	5
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	52,967		54,908		56,849		58,789		60,730		62,671		
6	Base	48,131	(1.24)	50,071	(1.29)	52,012	(1.34)	53,953	(1.39)	55,894	(1.44)	57,834	(1.49)	6
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	54,520		56,460		58,401		60,342		62,283		64,223		
7	Base	49,683	(1.28)	51,624	(1.33)	53,565	(1.38)	55,505	(1.43)	57,446	(1.48)	59,387	(1.53)	7
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	56,072		58,013		59,954		61,894		63,835		65,776		
8	Base	51,236	(1.32)	53,177	(1.37)	55,117	(1.42)	57,058	(1.47)	58,999	(1.52)	60,940	(1.57)	8
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	57,625		59,566		61,506		63,447		65,388		67,329		
9	Base	52,788	(1.36)	54,729	(1.41)	56,670	(1.46)	58,611	(1.51)	60,551	(1.56)	62,492	(1.61)	9
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	59,177		61,118		63,059		65,000		66,940		68,881		
10	Base	54,341	(1.40)	56,282	(1.45)	58,223	(1.50)	60,163	(1.55)	62,104	(1.60)	64,045	(1.65)	10
	TSS	<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		<u>6,389</u>		
	Total	60,730		62,671		64,612		66,552		68,493		70,434		

**TEACHER SALARY SCHEDULE
2020-2021
TRAINING CLASSIFICATION**

Step	I		II		III		IV		V		VI		Step
	B. A.	(1.44)	B.A.+15	(1.49)	B.A.+30	(1.54)	M.A.	(1.59)	M.A.+15	(1.64)	M.A.+30	(1.69)	
11	Base	55,894	57,834	59,775	61,716	63,657	65,597						11
	TSS	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>						
	Total	62,283	64,223	66,164	68,105	70,046	71,986						
12	Base		59,387	61,328	63,268	65,209	67,150						12
	TSS		<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>						
	Total		65,776	67,717	69,657	71,598	73,539						
13	Base			62,880	64,821	66,762	68,703						13
	TSS			<u>6,389</u>	<u>6,389</u>	<u>6,389</u>	<u>6,389</u>						
	Total			69,269	71,210	73,151	75,092						
14	Base				66,374	68,314	70,255						14
	TSS				<u>6,389</u>	<u>6,389</u>	<u>6,389</u>						
	Total				72,763	74,703	76,644						
15	Base					69,867	71,808						15
	TSS					<u>6,389</u>	<u>6,389</u>						
	Total					76,256	78,197						
16	Base						73,360						16
	TSS						<u>6,389</u>						
	Total						79,749						
17	Base						74,137						17*
	TSS						<u>6,389</u>						
	Total						80,526						

The BA Base increased by \$574.00 from \$38,241.00 to \$38,815.00.

* Career Increment of 2% of Base after Step 16 of Lane MA+30 shall be paid to eligible employees.

** Teacher Salary Supplement (TSS) money received by the district will be distributed equally to the certified staff following satisfaction of state required minimum salaries, a reduction of 17% to fund what was formerly known as Phase II in the base salary, and a reduction for the district's share of FICA & IPERS for TSS amount received by each certified teacher.

SCHEDULE "C"**NURSES SALARY SCHEDULE**

Step	Salary 2020-2021
1	30,550
2	31,150
3	31,750
4	32,350
5	32,950
6	33,550
7	34,150
8	34,750
9	35,350
10	35,950
11	36,550

In years following 1992-93, the base salary (Step 1) of the Nurses Salary Schedule shall be adjusted by the same percentage as the percentage adjustment in the BA Base of the Teachers Salary Schedule and the vertical increments shall remain the same (\$600).

SCHEDULE "D"

LE MARS COMMUNITY SCHOOL DISTRICT

INTENTION TO CHANGE CLASSIFICATION

In order to change classification on the salary schedule, all teachers are to file in the Superintendent's Office, a request for such change. This request form must be filed on or before the first Friday in May for Board action on his/her request. If such request is granted, the teacher will be required to file, no later than October 1 of the same year, an official transcript of credits. These credits will be reviewed by the Superintendent before presenting them to the Board of Education for acceptance.

I will qualify for a salary classification change as follows:

Current Classification

Requested Classification

Printed Name

Signed

Date