

Master Contract

Between

The Bettendorf Community School District

and the

Bettendorf Educational Support Association (BESA)

for the School Years

2023-2025



July 2022

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**MASTER CONTRACT
BETWEEN THE
BETTENDORF COMMUNITY SCHOOL DISTRICT
AND THE
BETTENDORF EDUCATIONAL SUPPORT ASSOCIATION (BESA)
FOR THE SCHOOL YEARS
2022-2025**

PREAMBLE

This Agreement is entered into between Bettendorf Community School District and Bettendorf Educational Support Association (BESA) and represents the complete and final Agreement on all bargaining issues.

Whereas, the parties have reached certain understandings they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE I -- RECOGNITION & DEFINITIONS

1.1 – Recognition: The Bettendorf Community School District (BCSD), also referred to as “Employer”, recognizes the Bettendorf Educational Support Association (BESA), affiliated with the Iowa State Education Association (ISEA) and the National Education Association (NEA), as the certified and sole collective bargaining representative of all Employees described by and defined in the Public Employment Relations Board's Certification in Case No. 102548, issued March 24, 2021. The unit described in the above certification is as follows:

INCLUDED: Secretaries and Paraeducators.

EXCLUDED: All secretaries in the Administrative Center, Maintenance/Transportation Center, and all those excluded in Section 20.4 of the Public Employment Relations Act.

1.2 – Definition:

- a. The term "Employer" shall mean the Bettendorf Community School District or when specified hereinafter, its Board of Education or other representatives or agents.
- b. The term "Employee" shall mean those Employees specified by the P.E.R.B. Certification and amendment and described in Section 1.1 above.
- c. The term "Union" shall mean the Bettendorf Educational Support Association, or when specified hereinafter, its duly authorized representatives or agents.

ARTICLE II -- ASSOCIATION RIGHTS

2.1. Use of Facilities: The Association, through its officers, may request from the appropriate building principal or the principal's designee the use of the Employer's buildings and duplicating equipment for purposes of Association meetings and to duplicate Association communication to employees. Such building and equipment shall not be used during school hours or times when buildings and equipment are otherwise in use. The Association shall pay the normal charges, if any, for all facilities, equipment and materials used.

2.2. Communications: The Association shall have the right to post notices of Association meetings, its elections and the results thereof, its social or educational activities and such other notices as may be mutually agreed upon. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement but not in areas open to students or the public. Such notices may also be sent through school email in accordance with building policies.

2.3. Access to Members: Representatives of the Association's affiliates shall have access to employees, for lawful Association business, during employees' non-working time before and after the normal work day and during duty-free lunch periods, provided that such access shall not interfere with or interrupt school operations and provided further such employees have no contractual assignments during such time. Advance notice of intended access shall be given to the appropriate building principal.

2.4. Information: The Association may obtain, on request, such financial information on the district that is generally available to the public.

2.5. Exclusive Rights: The rights granted herein to any Association shall not be granted or extended to any other organization claiming to represent the employees' organization.

2.6. Stewards: The employer recognizes the union's right to select stewards of the bargaining unit. The union shall notify the employer of the name of the union stewards within two weeks of making a change.

ARTICLE III -- EMPLOYER RIGHTS

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency
3. Suspend or discharge public employees for proper cause
4. Maintain the efficiency of governmental operations
5. Relieve public employees from duties because of lack of work or for other legitimate reasons
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted

7. Take such actions as may be necessary to carry out the mission of the public employer
8. Initiate, prepare, certify and administer its budget
9. Exercise all powers and duties granted to the public employer by law

ARTICLE IV -- EMPLOYEE RIGHTS

Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization
2. Negotiate collectively through representatives of their own choosing
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type

ARTICLE V -- HOURS OF WORK

6.1 – Purpose: The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing times.

6.2 - Work Week: Regular full-time Employees shall be defined as those Employees who work thirty (30) to forty (40) hours during a normal work week, excluding lunch periods, from Sunday through Saturday. The normal work week for regular part-time Employees shall be less than thirty (30) hours, excluding lunch, depending on assignments.

6.3 - Work Schedule: All Employees shall be assigned a regular schedule with a starting and ending time. Work schedules showing the Employee's work days and hours shall be determined by the Employee's immediate supervisor and filed each year with the Office of Human Resources.

6.4 - Lunch Period: Employees shall be provided a continuous thirty (30) minute duty free lunch period without pay. However, it is understood, should emergency situations develop, regularly scheduled lunch periods may be temporarily changed.

ARTICLE VI -- WAGES AND JOB DESCRIPTION

7.1 - The hourly rate of pay and job classification of Employees covered by this agreement is set forth in Appendix "A" attached hereto.

7.2 - Method of Payment: Employees shall be paid biweekly (on alternate Fridays) for work performed or paid leaves of absence.

7.3 - Overtime Compensation: Overtime shall include work performed by the employee at the direction of the immediate Supervisor or Designee. For purposes of computing overtime, sick leave and holidays shall be considered time worked. Overtime shall be paid for hours beyond

forty (40) hours per week. Overtime shall be paid at the rate of time and one-half of the Employee's regular hourly rate.

7.4 - Substitute Pay: Paraeducators who are licensed teachers or paraeducators who hold a paraeducator certificate and have completed the substitute authorization program may accept a substitute teaching assignment at the request of the District and be paid at their paraeducator rate in lieu of the substitute teaching rate.

7.5 – For Employees whose Letter of Assignment stipulates a five day work week, Employees will be compensated for Holidays and Sick Leave based on the number of hours in their Letter of Assignment. Any permanent change in hours will be reflected in a revised Letter of Assignment.

7.6 – The District shall pay mileage to Employees who must travel between buildings as part of their assigned duties and for other assigned duties that require travel. The rate of reimbursement will be in accordance with Board Policy.

7.7 – The District retains the option of where to place new Employees on the schedule. If an Employee has been involuntarily transferred to a lower classification, the Employee shall continue to be paid as if the Employee had remained in their previous classification.

7.8 – Reclassification Secretary and Paraeducator Employees: An Employee or group of Employees requesting reclassification will submit written request to meet with the BESA Board by November 15. Following this meeting, said Employee(s) will submit written request by January 1 to the building principal, with copies to the Human Resource Director and BESA President. A meeting will be scheduled during January with these individuals and the Employee(s) making the request to review the reclassification. When a group of Employees is involved, a representative committee may be assigned by the Human Resource Director and the BESA President. A recommendation will be made by the committee and sent to the Superintendent within ten (10) working days from the date of the meeting. The Employee(s) will be notified in writing of the final decision. If a classification change is made, it will become effective July 1 of the next fiscal year. The reclassification will be non-grievable.

ARTICLE VII -- HOLIDAYS

To receive holiday pay, employees must be employed with the district the day after the holiday.

All Military veterans in this bargaining unit who have been honorably or generally discharged from Military service or who are on active or reserve duty in any branch of the U.S. Armed Forces, in the National Guard, in the U.S. Coast Guard or in the U.S. Merchant Marines shall annually receive Veteran's Day as a paid holiday and shall not be required to attend work that day. Employees may be allowed to flex their Veteran's Day holiday to another day in the same week if undue burden is caused to the District by the number of employees needing to be gone. Arrangements must be made with the Supervisor prior to flexing the day.

To be eligible veteran status eligibility will be presented to Human Resources.

8.1 - Twelve Month Employees (250-Day Secretaries): Twelve month (250-Day) Employees shall be granted days off with pay on the following holidays (11): Independence Day, Labor

Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, Presidents' Day, Memorial Day.

8.2 – Eleven Month Employees: Eleven month (234-Day) Employees shall be granted days off with pay on the following holidays (10): Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, President's Day, Memorial Day.

8.3 - Ten Month Employees: Ten month Employees shall be granted days off with pay on the following days (10): Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thursday preceding Good Friday, Good Friday, Presidents' Day.

Memorial Day shall be a paid holiday when the school calendar schedules students to be in session at least one day after Memorial Day.

8.4 – Employees working less than a five (5) day workweek shall have their holidays prorated (i.e. if an employee works four (4) 6-hour days, their holiday pay will be 4.8 hours (24 hours divided by 5 days for the designated holidays).

8.5 – Holidays shall be adjusted to the official school calendar should some of the above designated holidays be scheduled on workdays for the certified staff.

8.6 – Eleven and Twelve Month (250-Day) Employees regularly scheduled to work the day before Thanksgiving and the day before Winter Break will be allowed to leave one hour early and will be compensated for that hour providing the day was designated by the District as a “no school” day for students.

ARTICLE VIII – VACATIONS

Eleven and Ten-Month Employees – To receive paid vacation, Employees must be employed with the district the day after the scheduled vacation.

9.1 Twelve Month Employees (250-Day Secretaries): Regular full-time twelve month (250-Day) Employees shall be granted paid vacation as indicated below. The period of service will be measured from the employee's initial date of hire.

Regular full-time twelve month (250-Day) employees shall be granted paid vacation as indicated below. Vacation accrues each month. If an employee begins before the **fifteenth** (15th) of the month, the employee will receive accrual for that month. If the **employee begins on or after** the fifteenth (15th) of the month, vacation will begin accruing the following month. Vacation must be used in half day or full day increments. Employees cannot use more than the amount of accrued vacation earned and available. Employees who have not **completed one year of service must be** employed with the district the day after the scheduled vacation, **Years of service are measured** with the month of hire.

- a. 1 - 3 years of service = 10 days, or 2 weeks vacation (.08334 days each month)
- b. 4 - 10 years of service = 15 days, or 3 weeks vacation (1.25 days each month)**
- c. 11 - 19 years of service = 20 days, or 4 weeks vacation (1.6667 days each month)
- d. 20+ years of service = 25 days, or 5 weeks vacation (2.0834 days each month)"

Each paycheck will indicate a prorated share. Employees who work less than eight (8) hours per day will receive a prorated vacation equal to their letter of assignment.

Employees who accrue five (5) weeks of vacation must use at least one week while school is not in session.

9.2 -Eleven and Ten Month Employees: To receive paid vacation, Employees must be employed with the district the day after the scheduled vacation.

9.3 - Eleven Month Employees: Regular eleven (11) month Employees who have completed more than six (6) months continuous service shall receive ten (10) days paid vacation during the winter and spring breaks.

Four (4) or five (5) days of vacation during spring break may become floating vacation days with prior approval of the employees' supervisor. With exception of any holiday date already established and occurring during spring break.

9.4 - Ten Month Employees: Regular ten (10) month Employees who have completed more than six (6) months continuous service shall receive five (5) days paid vacation during the winter break.

Regular ten (10) month Employees who assume a twelve (12) month (250-day) job will have their ten-month length of service prorated to determine twelve-month (250-day) vacation allowance. Vacation will be granted accordingly.

9.5 - Employees eligible for vacation must seek approval from the building principal for the time period desired. Vacations must be taken in increments of at least one-half day and coordinated with the workload for that position unless otherwise agreed between the Employee and the building principal.

ARTICLE IX -- TEMPORARY LEAVES

13.1 - Personal Leave: Each employee will be allowed two (2) days leave without loss of pay each school year, provided the employee's immediate supervisor is given five (5) work days advance notice (except in the case of emergency). In addition, personal leave may not be taken before or after any holiday, non-work day, fall, winter or spring breaks or during the first or last five days of the school year. Personal leave may not be taken on the employee's first assigned workday before or after non-working breaks. However, permission may be granted by the

Superintendent or the designee in exceptional cases. Decisions regarding such exceptional cases are not grievable.

At the end of each school year, up to two (2) days of unused personal leave will be carried over to an accumulated maximum of five (5) days available in the next school year. To use five (5) days consecutively requires Superintendent/designee approval. This decision is final and cannot be grieved. Any unused personal leave beyond that will be converted to sick leave.

13.2 - Sick Leave: After thirty (30) calendar days of employment, employees shall be granted fifteen (15) days of absence with pay for personal illness or injury not covered by worker's compensation, per year in the following amounts:

- 10-Month Employees – 15 Days
- 11-Month (234 Day) Employees – 16.5 Days
- 12-Month Employees – 18 Days

Each year's allotted sick leave is initiated upon the employee's first day of work for that school year. If for any reason an employee leaves the District and returns in the same school year, sick leave will be granted on a prorated basis based on the employee's ending balance upon prior separation. An employee may be required to present medical proof of sickness, injury, or inability to return to work for absences of three (3) consecutive days or more; however; in cases of suspected abuse the employee shall be informed of such suspicion and that medical proof may be required on subsequent absence, in addition to any disciplinary action that may be taken. The District reserves the right to request a second opinion at the District's expense.

Sick leave is accumulative with no loss or limitation.

13.3 - Non-Critical Family Illness Leave: An employee, upon application to and approval by the Superintendent or the Superintendent's designee, shall be granted up to five (5) days of emergency leave each school year without loss of pay for serious, critical, or non-critical illness in the employee's immediate family (defined as the employee's spouse, child (or dependent minor living in the home), parent, brother, sister, father-in-law, mother-in-law, daughter-in-law or son-in-law). In the event that all non-critical family illness leave has been used, up to five (5) days of additional leave shall be taken from the employee's available sick leave. An employee may be required to present medical proof of sickness for absences of five (5) consecutive days or more; however, in cases of suspected abuse the employee shall be informed of such suspicion and that medical proof may be required on subsequent absence, in addition to any disciplinary action that may be taken

13.4 - Bereavement Leave: An employee shall be granted up to seven (7) working days leave of absence with pay per incident in the event of a death in the employee's immediate family, which is defined as the employee's spouse, child, grandchildren, parent, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law. An employee shall be granted up to two (2) days leave of absence with pay in the event of a death of the employee's grandparents, spouse's grandparents, uncles, nieces, or nephews. Adopted children and step relatives are included in the above leaves. Non-consecutive bereavement leave may be taken with at least five (5) work days notice to the Office of Human Resources. An employee shall be granted one (1) day of leave with pay per school year in the event of a death of a friend.

13.5 - Compassion Leave: Where all existing leave has been used or that leave is not appropriate to the situation, an employee, may, upon application to and approval by the Superintendent or the Superintendent's designee, be granted compassion leave, i.e., when a unique relationship or care-giving responsibility exists (which would not be precedent setting, would not be subject to grievance and would occur with no loss of seniority or experience previously established).

When an Employee has a domestic partner, the Superintendent or Superintendent's designee may provide the Employee the leave allowed for a spouse under the subsections 13.3 and 13.4

13.6 - Professional Leave: Employees may be permitted to attend professional conferences, seminars or meetings or to visit other schools, for work related purposes, upon advance approval by the Superintendent or the Superintendent's designee, pending availability of guest staff. Employees authorized to engage in such activities may be allocated appropriate travel, meal, lodging and registration expenses upon application to and approval by the Superintendent or the Superintendent's designee.

13.7 - Jury and Witness Duty: Any employee required to perform jury duty or to appear to testify (including proceedings where an employee's attendance is required by the Employer) during an Employee's working time shall be granted leave for such purpose and shall receive the difference in compensation between the employee's normal compensation and compensation received from such duty. Personal leave will be used for attendance in personal proceedings involving the employee.

When called to serve on jury duty, employees must elect to be paid for services. The employee does not need to turn in the check to the district. The employee may cash the check received for services. The district will automatically deduct the daily service rate from payroll. Employees must ask for a service summary from the Clerk of the Court which details the daily rate of pay. This is to be submitted to the Payroll Department for processing.

13.8 - Association Leave: Officers of the Association shall be granted a cumulative total of up to two (2) working days leave with pay each school year upon ten (10) days advance written notice to the appropriate building principal.

13.9 - Parental Leave: Extended unpaid leaves of absence may be granted for reasons of parental responsibility upon written request to the Superintendent or Superintendent's designee. The leave, if granted, shall be for the entire year or for the conclusion of the semester during which the leave commenced or for the conclusion of the school year. If the request is for the entire year, such request shall be made no later than March 1 for the following year in which the request is made. If the request for leave shall be for the conclusion of the semester during which the leave will commence or for the conclusion of the school year, the request shall be made at least two months prior to the date of anticipated need.

Such leave shall be with no credit toward salary or seniority increments and without fringe benefits. Employees returning from such leave shall retain all experience credit previously established and sick leave accumulated prior to the commencement of such leave. Insurance benefits may be continued by the employee upon payment of premiums to the Employer and

acceptance by the carrier. It is understood and agreed that such leave constitutes no guarantee that such employee will be assigned to the employee's former position at the conclusion of such leave, only that the employee will be returned to a position for which proper certification is held. Unless notification of intent to return is furnished by March 1 of the year of the leave, a position with the Bettendorf Community School District will not be held.

The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the Superintendent for early reinstatement.

13.10 – Family Medical Leave Act: The District shall comply with the provisions of the Family Medical Leave Act, consistent with Board Policy. (See Board Policy 403.8)

13.11 – Serious Health Leave: An unpaid leave of absence may be granted for employees dealing with serious health conditions, other than maternity, or extenuating care giving situations for immediate family. The District may grant up to a maximum of 12 weeks to run concurrently with any available and appropriate paid leave. It is understood and agreed that such leave constitutes not guarantee that the employee will be assigned to the employee's former position at the conclusion of such leave, only that the employee will be returned to a position for which they are qualified.

13.11 – Educational Leave for Student Teaching: Upon written application to the Superintendent or the Director of Human Resources, an employee with 2 years of service in the Bettendorf Community School District may be granted up to one semester off for the purposes of Student Teaching. The request may be approved when appropriate documentation of the approved program of study is provided. Information must be submitted at least 60 (sixty) days prior to the date on which the leave is scheduled to begin. The following information must be provided for consideration:

- Letter from the employee stating purpose of the leave
- Name of Institution where study is taking place
- Approved program of study (Elementary, Middle School, High School, Special Education)
- Program Completion Status (Have all requirements been met with the exception of Student Teaching)
- Timeframe of completion of Student Teaching
- Signature of current supervisor

The above information along with the employee's attendance records and evaluations will be used to determine approval or denial of the request and the decision will not be subject to grievance. An educational leave of absence may not be granted to the same employee more than once.

Such leave shall be with no credit toward salary or seniority increments and without retirement benefits. Insurance benefits may be continued by the employee upon payment of premiums to the Employers and acceptance by the carrier. It is understood and agreed that such leave constitutes no guarantee that such employee will be assigned to the employee's former position at the conclusion of the leave, only that the employee will be returned to a position for which they are qualified.

ARTICLE X -- HEALTH AND SAFETY

14.1 - The employer may establish rules governing health, safety, and sanitary conditions that shall be complied with by the employees and the union.

14.2 - The employee must report any injuries due to work, or incurred while working, to their immediate supervisor and the superintendent or his designee, within twenty-four (24) hours of the time the injury is sustained.

14.3 - The employer shall supply to employees any protective devices the employer requires the employees to wear or use. Employees will be responsible for the proper use and care of protective devices and may be required to pay the replacement cost for items lost or damaged.

14.4 - Employees may be required to wear a designated mode of dress. Employees shall be responsible for the cost of their work clothing. Employees may be required to wear uniforms. The employer shall be responsible for the cost of the uniforms.

14.5 - Physical Fitness - New Employees: All new Paraeducators, upon initial employment, shall be required to provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Forms for such purposes shall be provided by the Employer. The employment screen shall be paid by the employer and will be conducted by a contracted provider selected by the District. If the new employee sees a doctor of his/her own choosing, it will be at the employee's expense. Each new Employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the Employee of such requirement shall not deprive the Employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

14.6 - Physical Fitness - Continuing Employees: Employees whose physical condition may be questioned by the Employer shall present satisfactory medical evidence when requested. The District reserves the right to request a second opinion at the District's expense.

14.7 – Inclement Weather: On days when school start time is delayed or when school is in session and then closed during the day, the Employee may take leave without pay, take personal leave, or make up the missed work time when students and/or teachers are present as long as no overtime is accrued. Vacation time may also be utilized where appropriate.

14.9 – Health and Safety: The employer shall comply with the federal and Iowa Occupational Safety and Health Acts, as amended. Any safety or health claim of an employee or the Union, under either of said Acts, shall not also be subject to the grievance procedure.

ARTICLE XI -- PERSONNEL FILES

An Employee's personnel file shall be available for the Employee's inspection. Employees shall have the right to review and reproduce the contents of their personnel file. A representative of the Union, at the Employee's request, may accompany the Employee in this review. The Employee shall have the right to respond to all materials contained in the file, which responses shall become a part of the file. Copies of any materials evaluative in nature or relating to the Employee's work which are placed in the personnel file are to be provided to the Employee at the time of its placement in the file. The Employee shall sign and date the material at the time it is placed in the file. The signature shall mean awareness of the material and not agreement.

ARTICLE XII -- IN-SERVICE WORKSHOPS

16.1 - In-service workshops may be conducted during the school year at the discretion of the Employer.

ARTICLE XIII -- GRIEVANCE PROCEDURE

17.1 – Purpose: The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

17.2 – Definition: A "Grievance" is defined as a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

17.3 - Any grievance shall be processed in the following manner:

An aggrieved employee or the Association, by its designated representative, (hereinafter severally called the "grievant") shall attempt to resolve the grievance informally, within twenty (20) working days of its occurrence (or within twenty [20] working days after such occurrence is known to the grievant) by informal discussion with the appropriate immediate supervisor. An aggrieved employee, at the employee's option, may be accompanied by an Association representative of the employee's choosing. The immediate supervisor will reply orally (or in writing if requested by the grievant) within five (5) working days after discussion of the grievance.

Level I: If, after discussion with the grievant's immediate supervisor the grievance is not settled and the grievant wishes to appeal the grievance to Level I, the grievant will reduce the grievance to writing (on the form attached to this agreement), and submit it to the appropriate supervisor within five (5) working days after receipt of the immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The supervisor shall provide a written answer to the grievant within five (5) working days after receipt of the written grievance.

Level II: If the grievance is not settled at Level I -- and the grievant wishes to appeal the grievance to Level II, the written grievance shall be submitted to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the supervisor's written answer. The Superintendent or Superintendent's designee will, if requested by the grievant, meet with the grievant within five (5) working days after receipt of the grievance and give written response within ten (10) working days after the meeting.

Level III: Grievances not settled at Level II of the grievance procedure may be appealed to the School Board by the Association by written notice of a request for a hearing, submitted to the School Board Secretary within ten (10) working days of receipt of the

Superintendent's answer in Level II. Within ten (10) working days after written notice of appeal to the School Board, the Superintendent and the Association shall set a mutually acceptable date for appeal to be held in **private** session with the School Board at the mutually agreed upon date. The School Board shall issue its decision no later than fifteen (15) working days from the date of the close of the appeal. The board's decision shall be in writing and shall set forth its findings of fact, **reasoning** and conclusions on the issues submitted. The decision of the School Board shall not add to, subtract from, or modify the provisions of this agreement and shall be final and binding on the parties.

17.4 - The failure of any employee or the Association or its representatives to appeal a grievance to the next level within the time limits specified above shall bar further appeal, provided, however, the failure of the Employer's specified representatives to answer a grievance within applicable time limits shall constitute a denial and permit appeal to the next level, and provided further any such time limits may be extended by mutual agreement.

17.5 - All grievances at Levels I and II shall be presented, discussed and processed on employees' non-working time. "Non-working" time is defined as before and after the normal workday, and during the employees' duty-free lunch periods provided the employee has no contractual assignments during such time.

17.6 - Any employee whose presence is necessary at Level III hearing will be allowed to use his/her personal leave for such purpose or may elect to take the day off with pay. In the latter case, the employee is responsible for paying the cost of the substitute. This time may be taken in only 1/2 day increments.

ARTICLE XIV -- COMPLIANCE CLAUSES AND DURATION

19.1 - Individual Letters of Assignment: Any individual Letter of Assignment between the Employer and an Employee covered by this Agreement shall be consistent with the terms of this Agreement, and if any such individual Letter of Assignment is inconsistent with the terms of this Agreement, this Agreement during its duration shall control.

19.2 – Separability: If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

19.3 - Printing Agreement: Copies of this Agreement shall be made available online for all employees. Employees may request a printed copy from the Human Resource department or print from the district

19.4 – Notices: Whenever any notice is required to be given either party may do so by certified letter or letter at the following designated addresses:

The Employer: Bettendorf Community Schools
Administration Center
P.O. Box 1150
Bettendorf, Iowa 52722

The Union: c/o Iowa State Education Association (ISEA)
1035 Lincoln Road, Suite 301
Bettendorf, IA 52722

19.5 - Complete Agreement: This Agreement constitutes the entire Agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement.

19.6 – Duration: This Agreement shall be effective from July 1, 2020, and shall continue in full force and effect until June 30, 2025. The contract shall be opened each year of this agreement for discussion of base wages and any other mutually agreed upon items.

In witness thereof the parties have caused this agreement to be signed on
the 9 day of June, 2020.

BETTENDORF COMMUNITY SCHOOL DISTRICT

By Adam Hallen
(Board of Education President)

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199 / BETTENDORF
EDUCATIONAL SUPPORT ASSOCIATION

By Terry Goodall
(SEIU/BESA Representative)

APPENDIX A – SALARY SCHEDULE 2022-23

| | Secretary A | Secretary B | Paraeducator |
|---|--|--|--------------|
| | <ul style="list-style-type: none"> • Principal • Associate Principal • Activity Director • Guidance • Registrar • Student Information System • TEEC | <ul style="list-style-type: none"> • Office • Attendance • Health • Receptionist • Resource | |
| | \$18.98 | \$17.66 | \$17.70 |
| Longevity – Beginning with 7 th full year service as of July 1 (20¢ per hour) | \$19.18 | \$17.86 | \$17.90 |
| Longevity – Beginning with 10 th full year service as of July 1 (an additional 25¢ per hour – total 45¢) | \$19.43 | \$18.11 | \$18.15 |
| Longevity- Beginning with 20 th year of service as of July 1 (additional 10¢ per hour – total 55¢) | \$19.53 | \$18.21 | \$18.25 |

APPENDIX B -- GRIEVANCE REPORT

Distribution of Forms

- Union
- Employee
- Supervisor
- Superintendent

Date Filed _____

School District _____

Building _____

Aggrieved Person _____

Level 1

A. Date Violation _____

B. Section Violated _____

C. Statement of Grievance

D. Relief Sought

Aggrieved

Date

E. Disposition by Immediate Supervisor

Immediate Supervisor

Date

Level Two

A.

 Aggrieved Signature

 Date Rec'd by Superintendent

B. Disposition by Superintendent/Designee

 Superintendent/Designee

 Date

Level Three

A.

 Aggrieved Signature

 Date to School Board

 Union President Signature

 Date Rec'd by School Board

B. Disposition and Award by School Board

 Arbitrator Signature

 Decision Date

