

**HAMBURG  
COMMUNITY  
SCHOOL  
DISTRICT**

**MASTER CONTRACT  
2021 - 2022**

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ARTICLE I: PREAMBLE

WHEREAS, the General Assembly of the State of Iowa declared in Chapter 20 of the Code of Iowa that it is the public policy of the State to promote harmonious and cooperative relations between Government and its employees by permitting public employees to organize and bargain collectively; and

WHEREAS, the Board of Directors of the Hamburg Community School District and the Hamburg Education Association, negotiating in good faith with respect to the scope of negotiations as defined in Section 20.9 of the Code of Iowa 1975; and

WHEREAS, the Hamburg Education Association has petitioned the Board of Directors of the Hamburg Community School District for negotiating a Master Contract proposal and has filed a certificate to represent the teachers of the Hamburg Community School District as a bargaining unit, and

WHEREAS, the parties have reached certain understandings in their negotiations in which it is agreed as follows:

ARTICLE II: PROCEDURES

- A. Upon presentation of a written request for negotiations by either the Board of Directors of the Hamburg Community School District or the Hamburg Education Association, stating the purpose thereof, and delivered to the other, the representative groups shall meet at a mutually convenient time and place no later than 10 days following the date of the request. Additional meetings as agreed upon shall be held as deemed necessary.
- B. Negotiations Teams: Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, to make counter proposals and to reach tentative agreement on items being negotiated.
- C. The Association shall be furnished on request, regularly and routinely, prepared information concerning the financial condition of the school including the annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information. The Hamburg Education Association shall pay the Hamburg Community School District the reasonable cost incurred in reproducing the adopted budget, annual financial report and other documents referred to in this section.
- D. Mutual Commitment of Good Faith Negotiations: The parties agree to meet at reasonable times and places to negotiate a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. During the course of negotiations, the parties agree to make, if necessary, proposals and counter proposals either orally or in writing. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

ARTICLE III: RECOGNITION

The Board of Directors of the Hamburg Community School District hereby recognizes the Hamburg Education Association as the certified bargaining representative for the certified teachers of the Hamburg Community School district except administrative and supervisory personnel including Superintendent, Principals and Guidance Counselors.

Hamburg Master Contract 2021-2022

A. Parties

B. Definitions:

1. The term "Board of Directors" as used in this agreement shall mean the Board of Directors of the Hamburg Community School District or its duly authorized representatives.
2. The term "employees" as used in this agreement, shall mean all employees represented by the Association as defined by the Letter of certification from PERB.
3. The term "Association" as used in this agreement, shall mean the Hamburg Education Association or its duly authorized representatives or agents.

ARTICLE IV: GRIEVANCE PROCEDURES

A. Definitions:

1. Grievance: A grievance is a violation of a specific provision of this agreement.
2. Aggrieved Person: An aggrieved person is an individual employee or group of employees making the complaint or the Association. If an Association grievance is to be filed it can only be done through the Association President who will initiate and sign Schedule A "Grievance Report".
3. Purpose: The purpose of this procedure is to settle any complaints, which may arise under the contract, under a claim by an employee or the Association that the contract has been violated.
4. Procedure:
  - a. Both parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level of the procedure.
  - b. Time Limits: A grievance must be filed within 15 school days of the occurrence of the event complained of, or from a time when an event might have reasonably ascertained to have occurred.
  - c. Year-end Grievance: In the event a grievance is filed at such time that cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest 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 30 days thereafter.
  - d. Level One--Principal or Immediate Supervisor (informal): An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or within the Association's designated representative, with the objective of resolving the matter informally. The principal or supervisor shall respond in writing to the grievance within five (5) school days of the informal discussion between the grievant and principal or immediate supervisor.
  - e. Level Two-Principal (formal): If as a result of the informal discussion with the Principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the Grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate Principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee. The appropriate Principal or immediate supervisor shall indicate his/her disposition of the grievance, in writing, within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.
  - f. Level Three--In the event a grievance has not been satisfactorily resolved at the second level, the

aggrieved teacher shall file, within five (5) school days of the Principal's written decision at the second level, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third level grievance meeting and communicate it in writing to the teacher and the Principal.

g. Level Four--Arbitration:

1. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within time limits, the aggrieved person and/or the Association may submit the grievance to arbitration within five (5) school days,
  2. Within ten (10) school days after written notice to the Board of Directors of submission to arbitration, the Board of Directors and the Association shall attempt to agree upon an arbitrator or to obtain such commitment within a specified period. A written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of five (5) arbitrators from PERB and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the first right to remove the first name shall do so within two (2) school days and the other party shall have one (1) additional day to remove one of the four remaining names. The following day, unless mutually decided differently, the parties will strike the remaining names. The person whose name remains shall be the arbitrator.
  3. The arbitrator so selected shall confer with the representatives of the Board of Directors and the Association and hold hearings promptly and shall issue his/her decision no later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted to him/her. The arbitrator's decisions 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 and authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
  4. 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 Board of Directors and the Association. Any other expenses shall be paid by the parties incurring same.
5. Rights of Participants to Representation:
- a. Any aggrieved person may be represented at all steps of the grievance procedure by himself/herself, or at the option of the employee, by a representative selected by the employee, or with the employee's approval by the Association. The employee may have the Association grieve any adjustment of the employee's grievance, if such adjustment is contrary to the provisions of this agreement.
  - b. Reprisal-- There shall be no reprisal of any kind taken by the Association or the Board of Directors against any part of interest, any student, any employee, any Board member or any other participant in the collective bargaining process.
  - c. Grievances shall be processed after the student day, on weekdays or weekends.
6. Miscellaneous:
- a. Group Grievance- If, in the judgment of the Association, a group or class of employees is aggrieved, the Association may submit such grievance, which shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.
  - b. Written Decisions--Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two through Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section A on arbitration.
  - c. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted according

to provisions of the Code of Iowa 1981 as amended, and may include such designated representatives of the parties as said parties may select.

ARTICLE V: RIGHTS OF THE PARTIES

A. Rights of Employees:

1. Evaluation of students:

- a. The employee shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which said employee is responsible during said employee's contract year.
- b. No grade or evaluation shall be changed without consultation with the employee, during the employee's contract year.

B. Rights of Management:

1. Students having make-up work due after the expiration of the teacher's contract year shall have final grades and course marks assigned by the Principal of the building involved.

- a. The Principal shall, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity, assign appropriate grades or course marks for the semester's work completed by the students. The Principal shall determine when sufficient work has been completed for said students to be assigned a semester grade.
- b. In the absence of the Principal, or, during the interim between the Principal's work years, the Superintendent shall act for the Principal in all matters concerning, "Evaluation of Students",

2. "It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School district and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement."

ARTICLE VI: ASSOCIATION RIGHTS

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspects of the contract or the instructional program. All expenses to the District resulting from such meetings will be borne by the Association. Such meetings will be scheduled with the District office or local building.
- B. The Association shall have the right to use faculty mailboxes. An informational copy shall be provided the Superintendent.
- C. The Association shall be provided with bulletin board space in each school. Authorized representatives of the Association will put Association announcements on the bulletin board and all materials posted will relate only to the Association's official business. An informational copy shall be provided the Superintendent.
- D. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial reports and adopted budget. In addition, the Board of Directors and the Administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information. The Hamburg Education Association shall pay the Hamburg Community School district the reasonable cost incurred in reproducing the documents referred to in this section.
- E. The Association shall be furnished regular School Board agendas. Said agenda shall be delivered to the

main school mailbox of the President of the Association the Friday prior to the coming meeting of the Board of Directors, or with the regular distribution of the agenda to the members of the School Board.

- F. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building Principal's office.

ARTICLE VII: WAGES, ADDITIONAL PAYMENTS, SUPPLEMENTAL SCHEDULE

A. SALARY SCHEDULE

STEP	BA/BS	BA+12	BA+24	BA+36/MA	MA+12	MA+24
1	36522	37247	37972	38697	39422	40147
2	37247	37972	38697	39422	40147	40872
3	37972	38697	39422	40147	40872	41597
4	38697	39422	40147	40872	41597	42322
5	39422	40147	40872	41597	42322	43047
6	40147	40872	41597	42322	43047	43772
7	40872	41597	42322	43047	43772	44497
8	41597	42322	43047	43772	44497	45222
9	42322	43047	43772	44497	45222	45947
10	43047	43772	44497	45222	45947	46672
11	43772	44497	45222	45947	46672	47397
12	44497	45222	45947	46672	47397	48122
13	47736	45947	46672	47397	48122	48847
14		46672	47397	48122	48847	49572
15		49975	48122	48847	49572	50297
16			51490	49572	50297	51022
17				53004	51022	51747
18					51747	52472
19					55243	53197
20						56758
CAREER INCREMENT: 8.8691% of Lane Base & Former Step						

1. CAREER INCREMENTS:

- a. Schedule: Career Increment will be figured by multiplying the base salary amount by the increment percent of eight point eight six nine one seven per cent (8.86917%). The total amount from the above formula will be awarded to employees who reach the following steps: BA/BS Step 13\*, BA+12 step 15\*, BA+24 Step 16\*, BA+36/MA Step 17\*, MA+12 Step 19\* and MA/24 Step 20\*.
2. Steps on each column or track shall represent years of teaching experience. Step one (1) shall reflect no (0) teaching experience, while Step twelve (12) reflects eleven (11) years teaching experience. Placement for the 2021-2022 school year of a BA teacher with accepted teaching experience totaling more than ninety (90) days in a given school year would be given a year's experience and placed upon the appropriate salary step. Units of dollars and tens of dollars above the hundreds of dollars will be stated on the individual teacher contracts as "Continuing Stip." or "Cont. St." and will be listed upon the individual teacher contracts as an amount separate from the base salary schedule amount as a continuing dollar amount.
3. New employees shall be given one year of credit not to exceed five (5) years, for each year of teaching experience prior to being employed by the Hamburg Community School District.
  - a. Teacher experience shall be defined as successive years of teaching experience with a lapse of not more than two (2) years.
  - b. For every two-year lapse following the first two years, one year of experience will be deducted from salary placement.
  - c. New employees shall be placed on step six (6) if coming into the district with five (5) or more years of experience as defined in (a) and (b) above.
4. In order to move across the salary schedule from the BA/BS degree, all hours must be graduate hours in the candidate's field or in a related field. Such hours must be approved in writing by the Superintendent or designee before they are taken. To receive compensation, official transcripts must be filed with the Superintendent by September 1 for the first semester and January 1 for the second semester.
5. Pay for an extended contract year shall be a per diem rate prorated from the per day figure of regular salary schedule placement.
6. Notwithstanding paragraph four (4) above, nothing in this agreement shall be construed to be applicable to a summer driving education program, which is reimbursed on a per-pupil basis nor to summer activity or extra-curricular activity programs which are covered by extra-curricular salary schedule payments.
7. Nothing in this agreement shall be construed to prevent the Board of Education, by action of said Board, to arbitrarily assign a salary step other than actual to a new teacher should a shortage of qualified teachers occur for a specific vacancy. It is agreed between the parties to this contract that Paragraph seven (7) above may be invoked in infrequent and isolated circumstances and such practice will not become a regular practice of the Board of Education, its officers, employees or agents. If or when such action is taken by the Board of Education, the Association shall be promptly notified.

B. SUPPLEMENTAL SCHEDULE:

1. Compensation for extracurricular activities shall be paid at the percentages assigned below. The percentages will be based on the BA-BS base figure (Step 1) in the regular salary schedule. A person being paid for extracurricular activities will receive up to the maximum years of credit for their previous experience in coaching, directing, or sponsoring a specific activity. Evidence of this experience must be presented to the Board and Administration for evaluation at the time of contract signing. Experience acquired as an assistant will count only as one-half when applied to a head coaching position.



Extra Duty Position	Number of Positions	Percentage
Junior High Football	1 (Head Coach)	5%
	1 (Asst. Coach)	4%
Junior High Track	1 (Boys Head Coach)	5%
	1 (Girls Head Coach)	5%
Junior High Basketball	1 (Boys Head Coach)	5%
	1 (Girls Head Coach)	5%
Junior High Wrestling	1 (Head Coach)	5%
Junior High Volleyball	1 (Head Coach)	5%
	1 (Asst. Coach)	4%
K-8 Yearbook/Newspaper	1	2%
Drama/Musical (2 per year)	1	\$1,000
Instrumental/Marching	1	2%
Vocal Music	1	2%
Cross Country	1	\$500
Golf	1	\$500
Tennis	1	\$500
Soccer	1	\$500

### C. ADDITIONAL PAYMENTS

#### 1. Middle School or Secondary:

- a. Each middle school or secondary teacher who has different preparations that are equal to a total of two less than the total number of periods in a student day shall be paid an additional \$550. (9 period = 7, 8 period day = 6) Hosting two classes at a time does count as two classes but only one period. Study halls do not count.
- b. To further clarify Paragraph 1. a) all Title I, Special Education, Art, Music, and Physical Education classes are worth one preparation each.  
(Example: four different math classes and two Physical Education classes equal five preparations.)
- a. Each secondary teacher assigned to teach a combination class in the regular classroom shall receive \$100 per semester per combination class. Any such class shall be approved by the Principal.

#### 3. Elementary:

- a. Each elementary teacher assigned to teach a combination class, i.e. 3rd grade/4th grade as one class, shall receive \$550 per year for such an assignment.
- b. Paragraph 2.a. shall not be construed in any way to apply to Title I, Special Education, Art, Music, and Physical Education teachers.

#### 4. Additional compensation shall be granted to persons who serve in the following areas and such compensation shall be as indicated:

- a. Spectator Bus Supervisor: 10 cents per mile (minimum or \$5.00 per trip)
- b. Ticket sellers and assigned track meet workers: Employees will be given the opportunity within the first week of the school year to volunteer to be ticket takers and assigned track meet workers. District employees are eligible for a single home event pass. Employees that work two events will receive a family pass. All athletic coaches receive a family pass. In the event that there are no staff or community volunteers for any of the above duties, employees will be assigned by the

Principal and shall be paid \$15.00 per night. In the event an employee is unable to perform a task he/she will work cooperatively with the A.D. to find a substitute.

- c. Football scout: \$10 per scouting.
- 5. The cost of the initial exam will be paid by the board to a maximum of \$75.00 after insurance. A bill with the amount of the insurance payment is required. The Board shall also pay in full the state required TB test.
- 6. An employee directed by the administration or the courts to report prior to his/her contract year or to remain at or return to school after the end of his/her contract year shall be compensated at an hourly per diem rate of that employee's contracted salary to do the following:
  - i. Attend meetings concerning student's grades, conduct, discipline, etc.
  - ii. Instruct students.
  - iii. Prepare for and evaluate students.
- 7. Teaching Using Technology such as the ICN, TVI or Webcams
  - a. Instructors will receive \$50 for each student that receives instruction at another using technology such as the ICN, TVI or Webcams.
- 8. Grant Writing
  - a. Any teacher who writes and receives a grant during the current school year and is applied to any school year after is eligible for a 10% bonus check with a maximum of \$2,500.

**D. COMPENSATION FOR DISTRICT DRIVING:**

- 1. If an employee is required to travel between building sites or to homes to fulfill the employee's teaching assignment, the employee shall be furnished a school vehicle, or if required to use the employee's own vehicle, shall be reimbursed according to the state mileage allowance.

**E. TEACHER REIMBURSEMENT FOR TUITION AND FEES**

- 1. The Hamburg Community School District shall reimburse Hamburg teachers for tuition and fees, excluding books, for courses taken at the request of the district to voluntarily obtain/complete additional teaching endorsement(s). Said payment shall be restricted to only those courses required by the Iowa Department of Education for the endorsement. Payment to teacher will be made in two parts. The first half upon presentation of a bill from the college or university with the second half being paid upon presentation of grades from the college or university. Said credits, undergraduate or graduate, requested by the administration, and shall count toward advancement on the salary schedule. If the teacher leaves the district within one year after completing the district requested course work the teacher shall reimburse the district the entire amount paid by the district. If the teacher leaves the district after two years of completing the district requested course work, the teacher shall reimburse the district half of the amount paid by the district. If the teacher leaves the district after three years of completing the district requested course work, no reimbursement to the district shall be due.

**ARTICLE VIII: COMPLIANCE AND DURATION**

- A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT: Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract when tendered to the employee shall be signed by the President of the Board of Directors and shall incorporate by written reference the terms and provisions of the Agreement.
- B. SEPARABILITY: If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, as interpreted by the PERB Board, a

declaratory judgment, an opinion of the Iowa Attorney General's Office, a district court of Iowa or any higher tribunal, which has or may gain jurisdiction over any matter covered by this Agreement, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by the law as interpreted above, and the Board of Directors and the Association shall enter into immediate negotiations to replace only that provision. All other provisions or applications shall continue in full force and effect.

- C. **PRINTING AGREEMENT:** Copies of this Agreement shall be printed at the expense of the Board of Directors after agreement with the Association, within thirty (30) days after the agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board of Directors. The Board of Directors shall provide the Association with five (5) additional copies.
- D. **NOTICES:** Whenever any notice is required to be given to either of the parties of this Agreement by the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter at the following designated addresses or at such other places as may be designated by a party in written notification to the other party.
  - a. If by the Association, to the Superintendent of Schools at 105 E. Street, Hamburg, Iowa 51640.
  - b. If by the Board of Directors, to the Association President at 105 E Street, Hamburg, Iowa 51640.
- E. **DURATION PERIOD:** This agreement shall become effective on July 1, 2021 and shall continue in full force and effect without change until midnight June 30, 2022, and shall be automatically renewed from year to year thereafter unless prior to the automatic renewal date, either party gives notice of its desire to modify, amend, or terminate this agreement as herein provided. On or after August 15, 2022, all articles contained herein shall be reopened for negotiations, to become effective for the 2022-2023 (fiscal 2023). This is consistent with the previous agreement that language items be negotiable for odd fiscal year contracts only.

Signature Clause: In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their Chief Negotiators, and their signatures placed hereon.

DocuSigned by:  
*Brenda Brandt*  
966A4307175E4ED...  
Hamburg Education Association  
Association Brenda Brandt

DocuSigned by:  
*Kevin Dechant*  
2CC07744C17744D...  
Hamburg Community Schools  
Board of Directors Kevin Dechant

DocuSigned by:  
*Lisa Welch*  
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HEA Co-Chair Lisa Welch

DocuSigned by:  
*Nick Matheson*  
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Board Vice-President Nick Matheson

05 May 2021 | 3:08 PM PDT

Date

05 May 2021 | 3:20 PM PDT

Date

DocuSigned by:  
*Matt Peters*  
571C3EFD500436...  
HEA Negotiator Matt Peters

Board Negotiator

DocuSigned by:  
*Wendy Duncan*  
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HEA Negotiator Wendy Duncan

Date

04 May 2021 | 8:44 AM PDT

Date

ARTICLE IX: SICK LEAVE

A. Accumulative Benefits: All employees shall be entitled to the following sick leave days:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year and subsequent years of employment	15 days

\*If an employee is hired after the beginning of the year, sick leave will be prorated for the current year, with the second year following the above schedule.

Unused sick leave days shall be accumulated from year to year up to a maximum 150 days.

- B. Notification of Accumulation: Employees shall be given a copy of written accounting of accumulated sick leave days no later than the first contract day of each school year if requested by employee as balances appear on payroll check stubs.
- C. Use of Sick Leave: Sick leave shall be used only for medically related reasons. In the event that the building Principal has reason to believe that an employee has abused his/her sick leave privilege, the building Principal may warn the employee and require the employee to provide a physician's statement as to the authenticity of the illness for future sick leave days used by said employee.
- D. Extended Leave: The Board of Education may grant a leave of absence to an employee for the duration of illness or disability without pay if the employee *is* unable to work because of personal illness or disability and has exhausted all sick leave. The Board of Directors, upon approval of the leave, agrees to continue all fringe benefits provided by this Agreement not to exceed six (6) months.
- E. Emergency Family Leave: Emergency Family Leave shall be defined as leave during each school year, which an employee may receive, upon written request to the Superintendent of Schools, without loss of compensation due to illness, medically related disability, injury, or non-elective surgery of any family member of the employee's (or employee's spouse's) immediate family, defined as: spouse, de jure; mother, father, child, brother, sister, grandparent, or de facto surrogate. Any such days shall be deducted from each employee's accumulated sick leave and shall not exceed ten (10) per year.
- F. Adoption Leave Policy: Each employee shall be entitled to twenty (20) days of leave each school year without loss of compensation to be used for the purpose of initiating, processing, and/or completing adoption of a child or children into his or her family. Such paid leaves will be deducted from sick leave. Reasonable advance notification shall be given by the employee to the Superintendent of his or her intention to take such leave and the day or days he or she expects to be absent from school.

ARTICLE X: TEMPORARY LEAVE OF ABSENCE

- A. Paid Leave: Employee shall be entitled to the following temporary, non-accumulative leaves of absence with full pay, as enumerated below.
  - 1. Personal: Each employee shall be credited with two (2) personal days with 1-10 years of employment with the HCSD; three (3) personal days with 11-20 years of employment with the HCSD; and four (4) personal days with more than 20 years of employment with the HCSD.
  - 2. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall request same of his/her Principal at least three (3) days in advance except in cases of emergency and such permission shall be granted

provided it is possible to arrange for a substitute. *A teacher may not request a personal day if the request precedes a holiday break. Employees who have unused personal days at the end of the school year will be reimbursed at the full daily substitute rate for the unused days.*

- i. Except in cases of emergencies or at the superintendent discretion, no leaves shall be granted for use on days immediately preceding or following school holidays or vacation periods, during teacher work days, and/or during the first and last week of school.
3. Religious: Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the Principal.
4. Jury and Legal: Any employee called for jury duty during school hours or whose appearance is required in any judicial proceedings, shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Hamburg School System. Such absences which are approved in advance by the Superintendent or his/her designee shall be with full pay.
5. Professional Leave:
  - i. Professional leave may be granted teachers and such absences for such meetings as professional meetings of the State Teachers Association, curriculum study groups, and school extra-curricular activities meetings which are approved in advance by the Superintendent without a pay deduction.
  - ii. Association leaves for delegate assemblies, i.e. political action meetings, and negotiation workshops shall not be covered by this article. Consideration will be given requests for full pay with such absences, if a substitute can be secured and providing the H.E.A. reimburses the Board of Education for the full costs of such substitute which shall include substitute's full salary and fringe benefits.
6. Bereavement: The days of leave that are requested shall be granted by the superintendent to a maximum of five (5) days at any one time in the event of an employee's family. Family will be considered to be persons to the third degree of consanguinity or marriage.
7. Other Emergency Leave:
  - i. In the case of the death of any relative, an absence up to one day shall be allowed without loss of pay for attendance at the funeral. In case of death of friend or neighbor, absence up to 1/2 day will be allowed for attendance at funeral. The emergency leave is in addition to the sick leave allowed all employees of the district. It is understood, however, that the emergency leave is not accumulative. One additional day for travel may be requested if distance necessitates. Permission will be granted at the Superintendent's discretion.
  - ii. Good Cause: The Superintendent for good reason may grant other temporary leaves of absence with pay in writing.
- B. Unpaid Leave: Other temporary leaves of absence, without pay may be granted in writing by the Superintendent for good reason.

#### ARTICLE XI: EXTENDED LEAVE OF ABSENCE

- A. Extended Leave: Extended leave of absence without pay such as service as an officer in the Association, public office, family illness, education improvement, outside teaching, and any other good causes may be granted by the Board of Directors for any good reason.
- B. Upon return from leave, an employee shall be placed at the same position on the salary schedule at the time the leave was granted.
- C. Any request for extended leave will be made in writing to the Board of Directors prior to the regular monthly meeting.

ARTICLE XII: RECESSES AND HOLIDAYS

- A. Holidays: The regular and extended contract of employees shall include five holidays. Such holidays shall be Labor Day, Memorial Day, Thanksgiving, December 25th, and New Year's Day.
- B. Recess: The following unpaid recess periods shall be provided:
  - a. Holiday recesses shall be as per approved annual calendar.
  - b. Easter Recess: 3 weekdays with two days subject to being used as make-up days for previous cancellation of student days due to weather.

For the purposes of Article XIV a weekday shall be defined as any day except Saturday and Sunday. The Association may submit to the Superintendent of Schools prior to January 1 a recommendation for consideration by the Board of Directors of recess periods for the next school year as listed in this section.

- C. Regulations and Procedures: Any individual(s) that request(s) the privilege of conducting an activity, practice, or the right to supervise students on any of the above holidays may do so without this article being grievable by the employee, a group of employees, or by the Association. It is further agreed by both parties that compensation for the above holidays is covered within the scope of the salary schedule as agreed to under this Master Contract, Article IX: WAGES, INSURANCE, ADDITIONAL PAYMENT, and SUPPLEMENTAL SCHEDULE.

ARTICLE XIII: EMPLOYEE HOURS

A. WORKDAY

- a. Length of Day: The normal in-school work day shall consist of not more than eight (8) hours which shall include a 30-minute duty free lunch period; provided, however, up to two (2) teachers may be assigned, on temporary rotating basis, lunchroom supervision, similar to the procedure used for hallway supervision in the morning.
- b. Arrival and Dismissal Time:
  - i. Employees will report at 7:45 a.m. and leave at 3:45 p.m. each day.
  - ii. On Fridays, the employee's day shall end at the close of the pupil's day, except that employee arriving late under 2,a),(2) shall remain on duty a period of time corresponding to the arrival time.
  - iii. On the day preceding a holiday or vacation, the teachers' and pupils' day shall end at 2:30 p.m.

B. MEETINGS

- a. Teacher's Meeting: Teachers may be required to come early or remain after the end of the regular work day, without additional compensation, for the purpose of attending general faculty or departmental meetings. Such meetings shall not exceed four (4) per month, shall begin promptly and shall run for no more than one (1) hour. Except in emergencies such meetings shall not be called on Fridays, on a day preceding a school holiday, on any day following the regular scheduled monthly Board meeting, or on any day upon which teacher attendance is not required.
- b. Notice and Agenda: The notice of an agenda for any open or public Board meeting shall be given to the employees involved at least one (1) day prior to meetings, except in an emergency. Employees have the opportunity to suggest items for the agenda.

- c. Released Time: Employees shall be given an hour released time each school month to meet as building groups or a K-12 group for the purpose of discussing educational concerns, as called by the building Principal or building Principals.
- d. When teachers are requested or required to stay later than contract hours to attend TAT meetings or staffings, the teacher may leave when students leave on the following school day.

C. PREPARATION

- a. Elementary teachers shall have preparation time of 275 minutes per five day week during which they shall not be assigned any other duties, and which shall be built into the teacher schedule by the Principal who shall divide their time as near to 55 minutes per day as possible. Secondary teachers shall have preparation time equal to one (1) class period per day during which time they shall not be assigned to any other duties as determined by the Principal in the planned schedule.
- b. Secondary: In the secondary, these periods shall be provided as part of the assigned teacher load.
- c. Special Arrangements: However, where necessary to accommodate the needs of the students, the Superintendent or his/her designee may temporarily assign a teacher to their duties for which there will be compensation of \$15.00 per period.

D. FIELD TRIPS

- a. Field trips may be scheduled and implemented in a manner, which may be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the Superintendent or designee to guarantee insurance coverage as a school-sponsored activity.

ARTICLE XIV: SAFETY PROVISIONS

A. PROTECTION DEVICES

- a. Such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.
- b. Such employees will be held responsible for the proper use and care of all such clothing, equipment and devices provided the employees. Employees shall be responsible for replacement of lost or damaged clothing, equipment and devices resulting from the negligent acts or omission of the employees.

B. UNSAFE AND HAZARDOUS CONDITIONS

- a. Protection of Employees: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or wellbeing.
- b. Disorder or Disruption Activities: In the event of any disorder or disruption in the regular school program or any bomb threat any employee aware thereof should immediately report the disturbance to the Superintendent, Building Principal or the Board of Directors. After so notifying the Administration of such, or if unable to do so the employee may, within the scope of his /her employment and pursuant to Board Policy, use and apply such amount of force as reasonable, necessary and lawful to quell the disturbance threatening physical injury to themselves or others; to seize possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.
- c. Bomb Threat-- In the event of a bomb threat the employee may voluntarily assist in evacuation of the area.

ARTICLE XV: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. CONTINUING COLLEGE/UNIVERSITY EDUCATION

- a. Application- Any employee who plans to enroll in a course or seminar at any accredited college or university and who desires such course work or seminar work to apply toward a continuing



education stipend and/or education lane change on the career advancement schedule must file written notification of completion with the Superintendent and/or designee.

- b. Career Advancements- Upon evidence of successful completion of any course or seminar, major field or teaching area, the employee shall notify the Superintendent or his/her designated representative that the employee is to receive appropriate credit toward an educational lane change on the salary schedule.

**B. PROFESSIONAL CONFERENCES**

- a. The Board of Directors may provide, upon application by the employee and prior acceptance by the Superintendent the necessary funds for employees who desire to attend professional conferences, travels, meals, lodging, and registration fees shall be deemed appropriate expenses, and shall be reimbursed in whole, or in part as agreed upon by the employee and the Superintendent or his/her designee. An employee attending such conferences shall be granted sufficient time to attend without loss of compensation as provided under Article XII, 4 (a).

**ARTICLE XVI: ACADEMIC FREEDOM**

**A. MANAGEMENT SUPPORT**

- a. The Board of Directors and Administration shall encourage and protect the employees' academic freedom from unreasonable infringements, both in performance of academic duties and in research or publications.

**B. FREEDOM TO DISCUSS CLASSROOM SUBJECT MATTER**

- a. Freedom in the classroom to discuss subject matter should not be unreasonably restricted. Controversial matter should be judiciously presented and pertain to his/her subject being taught.

**ARTICLE XVII: SICK/EMERGENCY LEAVE POOL**

**Sick Leave Pool**

*Sick Leave Pool* shall be provided for catastrophic purposes. Upon approval, an employee covered under the terms of the *Master Contract* may use sick leave days beyond the number of regular sick leave days that they have accumulated. The intent of the pool is for the benefit of those covered employees who suffer catastrophic illness or injury and are left in a position whereby they cannot work.

- A. In addition to the sick leave granted in **2010-11** Master Contract, the sick leave pool is to provide additional sick leave benefits to any employee who suffers catastrophic illness, injury, or infirmity.

- a. The intent of the sick leave pool is not to guarantee that a participating employee will not be docked in pay if he/she is absent from work due to illness and does not have sufficient sick leave days accumulated to cover the absence.
- b. The sick leave pool is designed as a safety net to protect the income of the employee in case of catastrophic illness, an injury, or an infirmity. In most cases common illnesses, common injuries, and common infirmities causing a period of recovery, whereby, an employee is unable to work, will not qualify a participating employee to draw from the sick leave pool.
- c. An illness, injury, or infirmity will not be considered catastrophic if the period of recovery or convalescence is a usual recovery time of a common illness, injury, or infirmity.
- d. This paragraph is inserted to help define the intent of the sick leave pool and to inform participants that they should not assume that the sick leave pool is originated to guarantee that a participant would never have his/her pay docked because he/she is absent from work because of illness, injury, or infirmity,

- B. An eligible staff member who chooses to participate in the sick leave pool must do so not later than the

second Friday, of September, of the year in which the staff member is initially eligible to participate in the sick leave pool. Intent to participate in the sick leave pool must be turned in to the business manager or the superintendent by that date and on the form provided for that purpose. (Attachment B)

- a. The staff member who has joined the sick leave pool shall continue to be a member during his/her employment with the school district until the time that he/she withdraws from the sick leave pool according to the procedure outlined in Section L.
  - b. By becoming a participating member in the sick leave pool, the staff member will contribute three (3) days of his/her regular sick leave days to the pool, each year, by the second Friday of September of such years. Such contribution shall reduce each participating member's regular sick leave total by three (3) days.
  - c. Eligible staff members hired after the second Friday of September during a school year, must elect to participate in the sick leave pool within fourteen (14) days of their hiring date or they will not be allowed to join at a later date. Eligible staff members who elect not to participate in the sick leave pool shall not be allowed to join at a later date.
- C. Before a participating member is eligible to draw from the sick leave pool he/she will use all accumulated sick leave days.
- D. To be eligible for sick leave pool days, the participating staff member will submit a letter from a physician stating that the staff member is unable to work as an employee. The physician's statement will also list the diagnosis that caused him/her to be unable to work and will state, when, in their (physician's) judgment, the employee will be able to return to work. An updated statement from the physician must be given to the superintendent every fifteen (15) contract days in which the staff member is drawing from the sick leave pool. The Board of Education has the right to require an examination by a physician of its own choice at the expense of the school district, at any time, during the period of time, that the participant is drawing days from the sick leave pool.
- a. By participating in the sick leave pool, the participant agrees to submit to such a physical or mental exam, as directed by the Board, for the purpose of determining the participant's eligibility for the withdrawal of days from the sick leave pool.
  - b. If the physician appointed by the Board of Education determines that the staff member is eligible to work, the determination of the physician appointed by the Board is final and binding.
- E. All requests by eligible employees to withdraw days from the sick leave pool will be submitted to the sick leave pool committee (SLPC) for review. The SLPC will be comprised of three teachers, two administrators, two Board of Education members, and the business manager who will serve as secretary for the SLPC.
- a. The teachers on the SLPC will serve a term of two years and will be elected by their peers in May of each year.
  - b. One of the initial teachers to serve on the SLPC will serve for only one year.
  - c. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is catastrophic and will make a recommendation to the Board of Education as to whether or not the participant is eligible to use sick leave days from the sick leave pool.
  - d. Included in the recommendation of the SLPC will be the number of days that the participant is eligible to withdraw from the sick leave pool.
  - e. The Board of Education will decide the eligibility of the staff member to use sick leave days from the sick leave pool for the stated purpose.
  - f. The Board of Education will determine the extent of the use of the sick leave pool.
  - g. The decision of the Board of Education is final. (Neither the decision of the SLPC nor that of the Board of Education may be grieved.)
- F. Participants approved for withdrawal of sick leave pool days will be reimbursed at a rate of 60% of their regular *base pay* salary (not including extra-curricular, pay for being a sponsor, extended contract, etc.), per day, for the number of days approved.

- G. All eligible members will be able to withdraw a maximum of ninety (90) days from the sick leave pool, per year, provided the pool contains the number of days being requested.
- H. To retain membership in the sick leave pool, a member will contribute three (3) days a year of his/her sick leave by the second Friday of September. This three day contribution will be waived when the sick leave pool has an accumulation of 500 days on July 1 of any school year. The three days contribution will be reinstated whenever the sick leave pool's accumulated days fall below 350 days on July 1 of any school year.
- I. A new employee that elects to participate in the sick leave pool must initially contribute three (3) days to the pool regardless of the number of days accumulated in the sick leave pool.
- J. Whenever a staff member withdraws at least thirty (30) days from the sick leave pool during the school year, that member is ineligible to draw from the sick leave pool the next school year.
- K. If a staff member draws workman's compensation disability funds, he/she will not be allowed to draw days from the sick leave pool at the same time.
- L. If a staff member chooses to withdraw his/her membership from the sick leave pool, he/she may do so by making a written request to the SLPC by the second Friday in September (for the school year in which it is to apply). This withdrawal is considered permanent and the member cannot rejoin at a later date.
- M. Upon withdrawal, the staff member will not be able to withdraw any of the sick days that he/she has contributed to the sick leave pool.

### **Emergency Leave Pool**

An *Emergency Leave Pool* shall be provided for catastrophic purposes. Upon approval, an employee covered under the terms of the *Master Contract* may use emergency leave days beyond the number of regular emergency leave days that they are granted. The intent of the pool is for the benefit of those covered employees whose families suffer a catastrophic illness, or injury, whereby emotional or physical support may be needed in the early stages of recovery.

- A. In addition to the emergency leave granted to employees within **2010-11** Master Contract, the emergency leave pool is to provide additional emergency leave benefits to any employee who has a family member suffer a catastrophic illness, injury, or infirmity.
  - a. The intent of the emergency leave pool is not to guarantee that a participating employee will not be docked in pay if he/she is absent from work due to illness or injury among members of their household. Also, it is not the intent of the emergency leave pool to provide emergency leave days for the common use of the employee, after they have used all of their own family emergency leave days during the year.
  - b. The emergency leave pool is designed as a safety net, financially, for the employee who must provide continual care for a member of their immediate family due to a catastrophe. The emergency leave pool is also designed to help provide emotional security or support to family members of employees during the initial stages of recovery from a catastrophic illness, injury, or infirmity. To be eligible for the withdrawal of emergency leave pool days, the infirmity, injury, or illness of the family member must be deemed catastrophic by the majority of members of the SLPC.
  - c. An illness, injury, or infirmity will not be considered catastrophic if the period of recovery or convalescence is a usual recovery time of the common illness, injury, or infirmity,
  - d. This paragraph is inserted to help define the intent of the emergency leave pool and to inform participants that they should not assume that the emergency leave pool is originated to extend the number of days granted to employees annually under the provisions of the emergency family leave.
- B. An eligible staff member who chooses to participate in the emergency leave pool must do so not later

than the second day of school, of the year in which the staff member is initially eligible for the emergency family leave pool. Intent to participate in the emergency family leave pool must be turned in to the business manager or the superintendent by that date. (Attachment C)

- a. Eligibility for coverage ends the last day of school each year and begins on the first day of school of the succeeding year. There is no coverage during the summer months unless the employee is on a year-around contract.
  - b. If a catastrophic illness, injury, or infirmity occurs on or after August 1, and prior to the beginning of the school year, the participant may be eligible for withdrawal from the emergency leave pool provided: a) the participant agrees to contribute to the pool the year in which he/she withdraws days from the pool, b) the participant was a member of the pool the year prior to withdrawal, c) the application for the withdrawal of days from the emergency family leave pool is approved by the SLPC (Sick Leave Pool Committee) that is in operation at that time.
  - c. By becoming a member of the emergency family leave pool the staff member will contribute one emergency family leave day to the pool, for the year in which the employee is participating in the pool. Such contribution shall reduce each participating member's regular emergency family leave total by one (1) day for the covered year.
  - d. Eligible staff members hired after the second day of school during a school year, must elect to participate in the emergency family leave pool by the end of the second day of their employment or they will not be allowed to join at a later date.
  - e. Eligible staff members who elect not to participate in the emergency family leave pool shall not be allowed to join at a later date.
- C. Before a participating member is eligible to draw from the emergency family leave pool, he/she will use all emergency family leave days, all personal days, and any additional days of benefit that have been set aside for personal use according to Master Contract.
- D. To be eligible for emergency family leave pool days, the participating staff member will submit a letter from a physician stating that a member of the participating staff member's family (spouse, child, other dependent, or individual permanently residing within the household) has suffered a catastrophic illness, injury, or infirmity. The physician's statement will list the diagnosis and a statement rendering that the family member needs the continuing care and/or support of the participant during the early stages of diagnosis.
- E. All requests by eligible employees to withdraw days from the emergency leave pool will be submitted to the SLPC (Sick Leave Pool Committee) for review.
- a. The SLPC will determine if the participant is eligible to withdraw days from the emergency family leave pool.
  - b. The SLPC will determine the number of days that the employee is eligible to withdraw from the emergency leave pool.
  - c. The decision of the SLPC cannot be grieved.
- F. Participants approved for the withdrawal of funds from the emergency leave pool will be reimbursed at a rate of 100% of their *base pay* (not including extracurricular pay, sponsorship pay, extended contract pay, etc.) for days 1-10; and 60% of their *base pay* for days 11-17.
- G. All eligible members will be able to withdraw a maximum of seventeen (17) days from the emergency family leave pool, per year, provided the pool contains the number of days being requested. No employee may withdraw more than ten (10) days in two consecutive years.
- H. To retain membership in the emergency family leave pool, a member will contribute one (1) day a year of his/her emergency family leave by the second day of school. This one (1) day contribution will be waived when the emergency family leave pool has an accumulation of 100 days on July 1 of any school year. The one (1) day contribution will be reinstated whenever the emergency family leave pool's accumulated days fall below fifty (50) on July 1 of any school year.
- I. A new employee that elects to participate in the emergency family leave pool must initially contribute

(1) day to the pool regardless of the number of days that have accumulated in the emergency family leave pool.

- J. In the first year of operation, in order for the emergency family leave pool to become a "pool," any staff member may contribute any number of days they desire to contribute. Such days will be taken away from the five emergency family leave days given to them for that year.
- K. If a staff member chooses to withdraw his/her membership from the emergency family leave pool, he/she may do so by making a written request to the SLPC by the second day of school (of the school year in which it is to apply). This withdrawal is considered permanent and the member cannot rejoin at a later date.
- L. Upon withdrawal, he staff member will not be able to withdraw any of the emergency leave days that he/she has contributed to the emergency leave pool.

**SCHEDULE A**  
**GRIEVANCE REPORT**

**LEVEL I**

School District \_\_\_\_\_

Distribution of Form

- 1. Association
- 2. Employee
- 3. Appropriate Supervisor

Building \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

**LEVEL II**

Date Violation Occurred \_\_\_\_\_

Section(s) of Contract Violated \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature-of Association President

\_\_\_\_\_  
Date

Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date



**SCHEDULE B: OTHER PAYROLL DEDUCTIONS**

Address: \_\_\_\_\_

I hereby authorize the Hamburg School Board to deduct from my earning and remit to the appropriate agency or concern an amount indicated below. I understand that the Board of Directors will automatically continue such deductions for the next school year, unless I request discontinuance, in writing, by the third Monday of September.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Directors and an of its officers or representatives from any liability thereof. It is understood that this authorization shall begin on the first payroll date following the above date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year, unless revoked in writing by a thirty (30) day notice to my employer and to the Hamburg Education Association. The Association agrees to indemnify and hold harmless the Board, each individual Board member, each Board officer, and all Administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for OTHER PAYROLL DEDUCTIONS referred to in ARTICLE VIII; of the preceding Master Contract between the Hamburg Association and the Board of Education of the Hamburg Community School District.

Deduction Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Amount to be deducted: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_