

2022-2027
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BONDURANT-FARRAR COMMUNITY
SCHOOL DISTRICT
AND
BONDURANT-FARRAR EDUCATION
SUPPORT PROFESSIONALS



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ARTICLE I: BARGAINING UNIT & DEFINITIONS

- A.** INCLUDED: All paraeducators in the Bondurant-Farrar Community School District
- B.** EXCLUDED: All other support staff, including secretarial, food service, custodial, and maintenance employees. Also excluded are all certified, administrative, and supervisory staff.
- C.** Definitions
 - 1. The term "Board," as used in this agreement, shall mean the Board of Directors of the Bondurant-Farrar Community School District or its duly authorized representatives.
 - 2. The term "Employee," as used in this agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the PERB.
 - 3. The term "Association," as used in this Agreement, shall mean the Bondurant-Farrar Educational Support Employees Association or its duly authorized representatives.
 - 4. The term "District," as used in this Agreement, shall mean the Bondurant-Farrar Community School District or its duly authorized representatives.
 - 5. The term "Employer," as used in this Agreement, shall mean the Bondurant-Farrar Community School District or its duly authorized representatives.
 - 6. The term "Days," unless specified otherwise, will refer to calendar days. For the purpose of leave provisions and holidays, "days" will refer to the employee's regular number of hours and will not incorporate those days with fewer hours due to early release.

ARTICLE II: ASSOCIATION RIGHTS

- A. Use of Facilities**

The Association shall have the right to make use of school district buildings and facilities at all reasonable hours for meetings provided, however, that said use has been cleared on the building calendar by the principal or designee.
- B. Communications**

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards.

ARTICLE III: GRIEVANCE PROCEDURE

- A. Definitions**

A grievance is a claim that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. A grievant is the employee or employees making the complaint. The purpose of the grievance procedures is to secure, at the lowest possible level, solutions of complaints related to the Agreement. Both parties agree that these procedures shall be kept informal and confidential.

B. Process

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or staff. Compensated time will not be applicable to the grievance procedure.
4. The terms of these grievance procedures shall in no way negate the rights of any individual from meeting privately to process a grievance, at either the informal or formal states of the grievance procedures. This shall include, however, at the option of the aggrieved person, the right of accompaniment of representatives of their choosing. The Association may be present at all formal steps of the grievance procedure unless otherwise specified by the grievant. The supervisor, also, has the right of a representative of his/her choice at all formal steps of the grievance procedure.
5. If several employees have the identical complaint, those employees can file all names on one form as a "group grievance." The group grievance must be presented by one of the employees listed on the form.

C. Procedure

1. Step One

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant, and his or her principal or designee. An aggrieved person must initiate Level One on any alleged grievance within thirty (30) calendar days from the time of the occurrence of the alleged violation. Failure to meet these time limits shall act as a bar to any written appeal at any step under these procedures.

2. Step Two

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the principal or designee. The grievance will be filed with the appropriate supervisor, and a copy of the grievance sent to the Association.

The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, shall state the date of the alleged violation, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of informal meeting in Step One. The principal or designee shall make a decision on the grievance and communicate it in writing to the employee, Association, and the superintendent within ten (10) working days after receipt of the grievance.

3. Step Three

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) working days of the principal's or designee's written decision at the second step, a copy of the grievance with the superintendent (or designee), completing that section of the form pertaining to this step in the procedure. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent (or designee) shall meet to resolve the grievance. The superintendent (or designee) shall file an answer within ten (10) working days of the third step grievance meeting, and communicate it in writing to the employee, the principal or designee, and the Association stating the outcomes of the meeting.

4. Step Four

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee, to the superintendent within twenty (20) working days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the Public Employment Relations Board (PERB) will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time with the Association making the first strike from the panel, until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties. Both the Employer and the Association reserve the right to reject the entire list one time. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step Three meeting. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Employer and the Association, and that decision must be based solely and only upon the interpretation of the meaning of application of the express relevant language of the Agreement.

D. Other Areas

1. No reprisals of any kind will be taken by the Employer against any bargaining unit member because of his/her participation in the grievance procedure.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not become a part of the employees' permanent evaluation records.
3. If the grievant files in any form or forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.
4. If a grievance is filed at the end of the second semester, working days in the above agreement will become "calendar" days, and the process will be completed during the summer months.

ARTICLE IV: PROBATION

- A.** A new employee will serve a probationary period of 90 days. "Day" shall be defined as one student day regardless of full-time or part-time status of the employee.
- B.** In its sole discretion, the employer may choose to extend the probationary period by an additional 90 student days.
- C.** New employees, regardless of experience, shall be subject to this probationary period. "New" employees include individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the board during the school year prior to the one for which a letter of agreement is being issued.
- D.** Only the board, in its discretion, may waive the probationary period.
- E.** Upon completion of the probationary period, he/she will be put on the seniority list and his/her seniority will be determined from his/her day of hire. Day of hire shall mean the employee's first working day.
- F.** During the probationary period, an employee may be terminated at the discretion of the District and the District may otherwise discipline or suspend such probationary employee for any reason and such action shall not be subject to review of the grievance procedure.

ARTICLE V: SENIORITY

A. Definition

Seniority means a regular full-time/part-time employee's length of service since their first day of hire as a teaching associate or transfer to a teaching associate position. Day of hire shall mean the employee's first working day in a teaching associate position.

B. Procedures

1. In October, the District will provide the Association President a copy of the seniority list.
2. Breaks in Service - An employee's seniority record will be broken by voluntary resignation, discharge, or retirement
3. In the event of a tie, seniority will be determined by using the last four digits of the social security numbers of those employees who have the same date of hire. The lower social security number will be deemed to have the greater seniority.

ARTICLE VI: IN-SERVICE TRAINING

- A.** It is the District's philosophy to encourage employees to be fully trained and to encourage ongoing training activity. To this end, the following standards for training activities shall apply:
 1. The training activity shall be approved by the Superintendent and/or their designee.

2. The content of the training shall be related to the employee's current work assignment. This includes but is not limited to restraint training, safety procedures, and other training specific to certain students.
3. Employees shall be paid for time spent for such training during the regular work week.
4. Employees shall attend all assigned trainings with a maximum of nine (9) trainings per year, depending on the school calendar.

B. The District will provide an orientation for new employees and ongoing training for current employees, but reserves the discretion to determine the type, amount, and timing for such orientation/training. Orientation for new employees will occur during the first ten (10) days of employment.

ARTICLE VII: RESIGNATION/TERMINATION

A. Employees in this bargaining unit are employees at will and may be discharged or may voluntarily terminate employment at any time for any lawful reason or for no reason at all. Either the Board of Directors or the employee may terminate employment by giving a minimum of two weeks' notice. Prior to termination, employees will be given adequate due process. The superintendent or designee recommends termination to the Board of Directors for approval.

B. Upon a two (2) week resignation notice submitted to the employer, an employee's leave will become "frozen" until the last day of employment with the exception of sick leave. Sick leave will only be granted during the remaining two (2) weeks with a medical note from an attending physician. Remaining personal leave will be forfeited immediately. Upon the last day of employment all remaining sick leave will be forfeited. If less than minimum notice is provided, the employee forfeits all leaves.

ARTICLE VIII: LEAVES OF ABSENCE

A. Sick Leave

Sick Leave will accumulate at the rate listed below. Employees working less than a five-day week will be pro-rated. For example, employees who work a four-day work week will earn 4/5ths of the number of sick leave days. In their first year of employment they will earn 4/5ths of 10 days, which equates to 8 sick leave days instead of 10. Full time employees shall earn the following:

1. The first year of employment = 10 days
2. The second year of employment = 11 days
3. The third year of employment = 12 days
4. The fourth year of employment = 13 days
5. The fifth year of employment = 14 days

6. The sixth and subsequent years = 15 days

The above amounts apply only to consecutive years in the Bondurant-Farrar Community School District and unused portions shall accumulate up to ninety (90) days. The employer reserves the right to require a physician's statement or affidavit authenticating the illness.

Certain types of elective surgery shall be scheduled so that minimal time will be lost from school. The minimum unit of sick leave usage is a half-day. Disability caused or contributed to by pregnancy or childbirth and recovery there from are considered temporary disabilities or illness and will be treated as such under existing sick leave policy. Days of medical disability shall be determined by the employee's physician.

A new employee cannot qualify for sick leave until they have reported and worked in the capacity for which hired.

An employee may use up to ten (10) days of sick leave each year for illness of the employee's spouse, sibling, child or parent.

B. Personal/Business/Emergency Leave

Employees may be granted two (2) days of personal leave.

One (1) additional day may be granted in case of an "extreme emergency" at the discretion of the superintendent. This leave (except for "extreme emergency" as determined by the superintendent) will not be granted for the day immediately preceding or following a regularly scheduled vacation period, or granted the day of pre-school workdays, workshop days, first or last day of a quarter, parent/teacher conferences, open house, or other parent/school functions. Employees must submit a request on the employer's district time keeping system to receive any approvals for leave at least five (5) days in advance except in case of emergency. The "extreme emergency" day will be exempt from the provisions of Article IV.

Employees must submit a written request on the employer's "Employee's Request for Leave" form for Personal/Business Leave at least five (5) days in advance except in case of emergency. No more than two (2) employees per attendance center in a job category, per day, may be granted this leave except in cases of an "extreme emergency" as determined by the superintendent. The minimum unit of usage is a half-day.

The employee will have the option of cashing in 2 unused personal days for \$120, or prorated for 1.5 unused days for \$90 or 1 unused day for \$60.00. Personal days will be paid out annually after the current academic school year. One unused personal day may be carried over to the following year's balance for a maximum of three (3) days.

C. Bereavement Leave

Bereavement Leave is based on the employee's normal workday. Up to five days, total leave per family member per year shall be granted for the death or critical illness of spouse, child/stepchild, mother/stepmother, father/stepfather, brother/stepbrother, or sister/step sister, mother-in-law, or father-in-law. Up to 3 days total leave will be given for a sister-in-law brother-in-law, or grandparents. One day of bereavement leave may be granted to attend the funeral of a person of unusually close relationship. Once bereavement leave has been exhausted, staff is encouraged to use personal days.

D. Jury Duty and Subpoena

Employees who are called for jury service will notify their direct administrator or supervisor within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the school District. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Employees will receive their regular salary. Any payment for jury duty is to be turned over to the school District. All employees must show the subpoena to their Administrator or supervisor as soon as possible so that the Administrator or Supervisor may determine if the subpoena is District related and make arrangements to accommodate his or her absence. **All employees are expected to report to work whenever the court schedule permits. If the subpoena is not related to school district professional responsibilities, the employees will need to use a personal day.**

E. Family Illness and Infant Care

A leave of absence without pay for up to one year may be granted for caring for a sick or injured member of the employee's immediate family or for caring for an infant in the first year following birth. Employees may request this leave as a part of the Family Medical Leave Act (FMLA) as stated in Board Policies 414.3 through 414.3E4. Approval for additional leave beyond what is permitted under the FMLA is based on finding a suitable replacement, in the judgment of the employer.

Requests for unpaid leaves of absence during the school year must be approved by both the employee's immediate supervisor and the superintendent.

F. Family and Medical Leave

The employer will comply with the Family Medical Leave Act (FMLA) and will grant FMLA leave in accordance with Board Policies 414.3 through 414.3E4.

G. Association Leave

Up to two (2) days total shall be available for representatives of the Association to attend conference(s) or convention(s) of the state and national organization. The Association shall pay for the cost of the substitute for a representative using such a leave, providing a substitute is hired.

H. Military Service Leave

The employee, upon showing appropriate orders to the superintendent, shall be granted a military leave in accordance with the Iowa Code, Section 29A.28 and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Under the Iowa Code, an employee shall receive a paid leave of absence for up to thirty (30) days per fiscal year. An employee must return to work after this military obligation has expired in accordance with USERRA provisions in order to obtain their reinstatement rights. The superintendent, with the approval of the board, may grant additional time to employees when sufficient cause warrants an extension.

I. Unpaid Leave

Unpaid leave may be used to excuse an involuntary absence due to significant emergencies not provided for in other leave policies. Unpaid leave for classified employees must be authorized by the superintendent/designee. Whenever possible, classified employees shall make a written request for unpaid leave ten (10) days prior to the beginning date of the requested leave. If the

leave is granted, the deductions in salary shall be made unless they are waived specifically by the superintendent/designee.

The superintendent/designee shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent/designee shall consider the effect of the employee's absence on the education program and school district operations, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the superintendent/designee believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible, to minimize the disruption of the education program and school district operations.

J. Rules Governing Leave

In all cases, leaves without pay will be granted at the discretion of the employer, following formal application by the employee. The letter of agreement obligates staff to work the calendar days set by the Board of Education. Staff should plan accordingly. However, a staff member may appeal to the supervisor and the superintendent for a one time only exception to these rules for unusual circumstances. Any remaining paid leave (Personal Days, Vacation Days, and Sick Days) will be charged; however, the employee will not be paid for the Exception Leave granted. The Board of Education will be notified immediately when Exception Leave is granted and maintain the authority to reverse the administrative determination. The employee maintains no right to grieve administrative or Board decisions made pursuant to Article XII, Section I. Leave of absences will be prorated based on date of hire.

ARTICLE IX: COMPENSATION

A. Overtime Pay

Pay is for hours worked. Overtime pay must be pre-approved in writing or by email by a principal. Failure to request may be grounds for reprimand. Overtime will be paid at time and one half. Exceptions must be approved by the superintendent.

B. Direct Deposit

All employees shall participate in direct deposit in a financial institution of the employee's choice. Employees will receive a direct deposit stub every pay period displaying the details of their payroll information.

C. Payroll

All employees shall be paid biweekly through the school year. Payroll will be issued to employees the last working day prior to certain holidays, or weekends.

D. Payroll Deductions

Employees who wish to defer wages to a savings account to preserve funds for use during breaks between school years may arrange for a portion of their paycheck to be deferred to a savings account by contacting the Business Manager prior to September 1 of each school year.

E. Wages

For 2022-2023: All Employees will be placed on the Salary Schedule (see Appendix A). The initial placement of each employee is intended to provide an increase to their wage, but is not intended to place them at a step equating to their years in the District.

For 2023-2024: There will be a \$0.25 increase to the base, increasing it to \$14.25. All eligible employees will advance one step on the salary schedule. Eligible employees are those hired before January 1 of the previous school year.

F. Placement on the Salary Schedule

All new Regular Education employees will be placed on Step One or their placement may be based on their years of experience with similar work in other school districts. No new Regular Education employee will be placed higher than Step 7 without the District meeting with the Association to discuss the situation.

All new Special Education employees will be placed on Step Three or their placement may be higher based on their years of experience with similar work in other school districts. No new Special Education employee will be placed higher than Step 9 without the District meeting with the Association to discuss the situation.

ARTICLE X: Flex Pre-Tax Benefit Program

- A.** A Flex benefits program is available for pre-tax dollar options for eligible medical or childcare expenses. This option is available to employees who work 24 or more hours per week for 36 or more weeks per year. This option/change can only be exercised during the yearly open enrollment period. The District will provide information to employees describing this program.

ARTICLE XI: HOURS OF WORK & WORKING CONDITIONS

A. Holidays

Employees will have the following paid holidays: Labor Day, Thanksgiving, Christmas, and New Year's Day. Holiday pay will be based on a District average of weekly hours in this category: 7 hours.

B. Lunch & Break Periods

All employees who work five (5) or more continuous hours will be given a minimum thirty (30) minute lunch period without pay. All employees who work less than five (5) continuous hours will be given one (1) fifteen (15) minute break with pay.

C. Job Descriptions

It shall be the responsibility of the superintendent or the superintendent's designee to establish job specifications and job descriptions for classified employee positions. Employees shall receive

a job description stating the performance responsibilities of their position. Job descriptions shall be approved by the board.

D. School Delay or Dismissal

On late start/early out or cancelled events due to weather or other unforeseen circumstances, employees will be paid for only the hours worked.

E. Student Absence

If the student assigned to a specific employee is absent, the District will assign that employee to other work appropriate to their role as a paraeducator including but not limited to: managing and maintaining records, materials and equipment; attending to the physical needs of children; and/or performing other limited services to support teaching duties when such duties are determined and directed by the teacher.

ARTICLE XII: SAVINGS CLAUSE

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

ARTICLE XIII: DURATION

This Agreement between the Bondurant-Farrar Community School District and the Bondurant-Farrar Educational Support Professionals will be effective as of July 1, 2022 and will continue in effect until June 30, 2027. During the term of this agreement, all articles shall remain in the current contract, except for the following: The parties agree Article IX Compensation shall be open to negotiate for the 2024-25 Master Contract and all following contract years.

BONDURANT-FARRAR
COMMUNITY SCHOOL DISTRICT

BONDURANT-FARRAR EDUCATIONAL
SUPPORT PROFESSIONALS

District Rep. Signature & Date

Association Rep. Signature & Date

Appendix A - Salary Schedule

Steps	Associate 2022-23 Hourly Rate	Base Reg. Ed/Sp. Ed
1	\$14.00	\$14.00
2	\$14.50	Increment (1-10)
3	\$15.00	\$0.50
4	\$15.50	Increment (11-14)
5	\$16.00	\$0.80
6	\$16.50	
7	\$17.00	
8	\$17.50	
9	\$18.00	
10	\$18.50	
11	\$19.00	
12	\$19.80	
13	\$20.60	
14	\$21.40	

Steps	Associate 2023-24 Hourly Rate	Base Reg. Ed/Sp. Ed
1	\$14.25	\$14.00
2	\$14.75	Base Increase
3	\$15.25	\$0.25
4	\$15.75	Increment (1-10)
5	\$16.25	\$0.50
6	\$16.75	Increment (11-14)
7	\$17.25	\$0.80
8	\$17.75	
9	\$18.25	
10	\$18.75	
11	\$19.25	
12	\$20.05	
13	\$20.85	
14	\$21.65	