



# Professional Negotiations Agreement

between the

**MONTICELLO EDUCATION ASSOCIATION**

and the

**MONTICELLO COMMUNITY SCHOOL  
DISTRICT**

Monticello, Iowa 52310

This agreement shall be effective as of July 1, 2022  
and shall continue in effect until June 30, 2027.

### ***Annual Notice of Nondiscrimination-Policy #102.0E2***

*Students, parents, employees, and others doing business with or performing services for the Monticello Community School District are hereby notified that the District does not discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, sexual orientation, gender identity, or genetic information (for employment) in any of its education programs, activities, or employment opportunities, pursuant to Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable state and federal laws. This prohibition on discrimination applies to admission and employment.*

*The District has adopted grievance procedures for processing and resolving formal and informal Title IX sex discrimination and sexual harassment complaints and other discrimination complaints. Inquiries regarding sex discrimination pursuant to Title IX of the District's nondiscrimination policy may be directed to the District's Title IX Coordinator, Todd Werner, 860 East Oak Street, Monticello, Iowa 52310, 319-465-3000 ex2101, [todd.werner@monticello.k12.ia.us](mailto:todd.werner@monticello.k12.ia.us); other grievances or complaints related to the District's nondiscrimination policy may be directed to the District's Equity Coordinator, Todd Werner, 860 East Oak Street, Monticello, Iowa 52310, 319-465-3000 ex2101, [todd.werner@monticello.k12.ia.us](mailto:todd.werner@monticello.k12.ia.us).*

*Inquiries related to sex discrimination pursuant to Title IX may also be referred to U.S. Department of Education (attn. Assistant Secretary, Office for Civil Rights; 400 Maryland Avenue Southwest, Washington, DC 20202; 800-421-3481; [OCR@ed.gov](mailto:OCR@ed.gov)). Inquires related to other grievances or complaints may be directed to the Director of the Office for Civil Rights U.S. Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-7204, Telephone: (312) 730-1560 Facsimile: (312) 730-1576, Email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov))*

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. Preamble .....	1
II. Recognition .....	1
III. Grievance Procedure .....	1-2
IV. Management Rights .....	3
V. Association Rights .....	3
VI. Compensation .....	4
VII. Finality and Effect of Agreement .....	5
VIII. Compliance and Duration.....	5-6

## Appendix

A. Grievance Documentation Forms .....	7-10
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## ARTICLE I

### PREAMBLE

The Board of Directors of the Monticello School District of Jones County, State of Iowa, hereinafter referred to as the "Board", and the Monticello Education Association, hereinafter referred to as the "Association", which association represents employees in the bargaining unit, hereinafter referred to as "employees", as defined and certified by the Public Employment Relations Board, agree as follows:

## ARTICLE II

### RECOGNITION

The Board of Directors of the Monticello Community School District, hereinafter referred to as the "Board", recognizes the Monticello Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for district employees included in the most recent bargaining unit definition on file with the Public Employment Relations Board.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### **A. Purpose**

The purpose of this article is to provide for a mutually acceptable method, the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this Agreement. The Board, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

**B.** A grievance is a claim or dispute concerning the interpretation or application of the terms of this Agreement.

#### **C.**

1. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.

2. The failure of any employee (or the Association) 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 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 of other employees.

4. Nothing in this Agreement shall prevent either party from having legal counsel or other representatives with them at each step.

5. If the grievance involves more than one building it may be presented initially at Step 3.

**D.**

**1. First Step**

An attempt shall be made to resolve any grievance in a documented conference discussion between complainant and the principal or his/her designated representative. Such action shall be within ten (10) working days of the event giving rise to the alleged grievance. A summary of the level one discussion should be written and signed by both parties to permit them each to retain a record of the outcome. (See appendix A)

**2. Second Step**

If the grievance cannot be resolved through step 1, the aggrieved employee or Association shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, and shall note the specific clause or clauses of the agreement allegedly violated, 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 first date of the step 1 conference. The principal or his/her designee shall make a decision on the grievance and communicate it in writing to the employee, the Association, and the superintendent within ten (10) working days following the meeting (or the date the written grievance is received if no meeting is held) between the principal and the aggrieved.

**3. Third Step**

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or Association shall file, within five (5) working days of the written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the aggrieved.

**4. Fourth Step**

If the employee feels that the matter is not satisfactorily resolved, the Association or employee may request to appear before the board by filing the written complaint and the written dispositions with the board secretary within ten (10) days of the written decision from the third step, and ask for a place on the agenda. The board secretary shall place the item on the board's agenda. The employee may appear at the board meeting and discuss the matter with the board. The administrative staff may also discuss the matter with the board. The board may refuse in its sole discretion to take action on the complaint, or the board shall decide the matter as soon as practicable and the board secretary shall communicate the board's decision to the employee. If the board declines to decide the matter, the disposition of the superintendent or his/her designee shall be final.

**E.** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved could result in irreparable harm to a party in interest, the grievant, Association, and Superintendent may, by mutual agreement, at any step, agree to shorten the normal time limits set forth in steps 1, 2, and 3 shall be reduced to 5 working days for each time limit. In this instance, working days shall mean weekdays during which employees with 12-month contracts would normally be scheduled to work.

## ARTICLE IV

### MANAGEMENT RIGHTS

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 are retained by the Board and that nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the School District and the Board of Directors by the laws of the State of Iowa. However, these rights and powers shall in no way supersede any provision of this agreement.

## ARTICLE V

### ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings and facilities at reasonable times for a reasonable number of meetings. Up to four such meetings may be scheduled during working hours at 3:30 P.M. or later. Other meetings will be outside of the regular working hours. Such meetings shall in no way interfere with any aspect of the instructional or extra-curricular program.

The time and place of all meetings shall be arranged in advance with the building principal. The association will pay all out-of-pocket expenses to the District resulting from such meetings and will pay any additional costs necessitated by such use.

The fee to be charged the Association for use of school facilities shall be based on the schedule provided by the Board of Directors for community groups.

B. There will be one bulletin board reserved for use by the Association in each school building, which will be placed in the faculty lounge where possible, for the purpose of displaying notices, circulars and other material.

C. The Association shall have the right to place a reasonable amount of notices, circulars, and other material in teachers' mailboxes with a copy being furnished to the building principal.

D. 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.

E. The Association president will be provided a copy of the Board Agenda, which will be available to be picked up prior to the Board meeting. If policy items are on the agenda, the president may get further written or oral amplification from the superintendent.

**ARTICLE VI**

**COMPENSATION**

**A. Salary of Employees**

The base wage amounts are the dollar amounts, without TSS, assigned to each salary pool. For the 2022-2023 School Year the base wage amounts will be:

Nurses	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
26,376	33,817	34,493	35,169	35,846	37,198	37,875	38,551	39,227

The base wage amounts assigned to each salary pool may be opened up for negotiation at the request of the MEA each year during the duration of this contract (22-23, 23-24, 24-25, 25-26). That request should be given to the Superintendent in writing by **March 1<sup>st</sup>** each year the MEA would like to negotiate the base wage amounts. In the absence of negotiation the school board may elect to increase these amounts annually.

Nursing CEU credits will be counted equally to credit hours obtained for Educational Advancement, subject to the Superintendents approval.

**B. Schedule B**

The base wage amount used to determine Schedule B will be the BA wage without TSS. For the 2022-2023 School Year the BA wage will be \$33,817.

**C. Method of Payment**

**1. Pay Periods**

Each employee shall be paid in either twelve (12) or nine (9) equal installments on or before the 25th of each month. Those paid in nine installments will not receive checks in June, July, or August. Those paid in twelve installments may choose to receive their June, July, and August installments on or before June 25th. An election form will be given each employee, with their continuing contract or new contract, to allow the employee to choose the method of payment for the contract year. **Changes may be made up to September 1<sup>st</sup> of that school year.**

**2. Exceptions**

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

**b.** Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the first ten (10) workdays of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.

**3. Final Pay**

Each employee upon retirement shall have the option of receiving all or any part of his/her earned, contracted salary on the last pay period of the contracted work year.

**4. Direct Deposit**

Employees' checks will be automatically deposited directly to the financial institution of their choosing.

## ARTICLE VII

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

A. This Agreement supersedes and cancels all previous agreements and practices relating to items covered in this Agreement between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided in Article VIII of this Agreement

B. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, the foregoing is not to prohibit either party from introducing items in future negotiating years which were withdrawn by either of the parties to achieve this Agreement.

## ARTICLE VIII

### **COMPLIANCE AND DURATION**

#### **A. Separability**

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

#### **B. Printing Agreement**

This Agreement shall be posted on the District's website within thirty (30) days after the Agreement is signed.

#### **C. Duration**

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2027.

#### **D. Modification of Current Agreement**

Negotiations shall be reopened on this agreement for any of the following reasons:

1. Serious error or omission is found and both parties agree to reopen, or
2. Any other item mutually agreed upon including any re-openers agreed to by the parties.

#### **E. Successor Agreement**

1. Either party may give written notice to the other party to negotiate a Successor Agreement as established by the Code of Iowa. Timelines as set forth by P.E.R.B will be followed.
2. Upon receipt of the notice, the negotiation team representing the Board and the negotiation team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

**F. Signature Clause**

In witness whereof the parties hereto have caused this Agreement to be signed by their representative presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 11<sup>th</sup> day of May 2022.

Monticello Education Association:

By Mary Jane Maher  
Mary Jane Maher, MEA President

By Todd Hospodarsky  
Todd Hospodarsky, Chief Negotiator

Monticello Board of Education:

By Craig Stadtmueller  
Craig Stadtmueller, Board President

By Dr. Brian Jaeger  
Dr. Brian Jaeger, Superintendent



**APPENDIX A**

**Grievance Level I Documentation Form**

Employee \_\_\_\_\_

Principal or Designee \_\_\_\_\_

Contract Language in dispute:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution Sought:

\_\_\_\_\_  
\_\_\_\_\_

Resolution reached in conference:

\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Principal/Designee

\_\_\_\_\_  
Date

**GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

Monticello School District

Distribution of Form

\_\_\_\_\_ Building

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

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

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

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

C. Statement of Grievance\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal  
or his/her designee

\_\_\_\_\_  
Date

**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of  
Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_

\* If additional space is needed, attach additional sheets.

NOTE: All provisions of ARTICLE III of the Agreement shall be strictly observed in the settlement of grievances.

**LEVEL IV**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date Submitted to School Board                      Date Reviewed by School Board

C. Disposition by School Board\* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_

\* If additional space is needed, attach additional sheets.

NOTE: All provisions of ARTICLE III of the Agreement shall be strictly observed in the settlement of grievances.