

**AGREEMENT**

**BETWEEN**

**ALLAMAKEE COMMUNITY SCHOOL DISTRICT**

**AND**

**ALLAMAKEE COMMUNITY EDUCATION ASSOCIATION**

**2021-2022**

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**ARTICLE I**  
**PROCEDURES**

Section 1. The School Board hereby recognizes the Allamakee Community Education Association as the exclusive bargaining representative for all licensed professional employees as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 159) issued by PERB on June 30, 1975.

Section 2. Definitions

- a. The term "School Board", as used in the Agreement, shall mean the Board of Directors of the Allamakee Community School District or its duly authorized representatives.
- b. The term "Licensed Professional Employee", as used in this Agreement, shall mean all licensed professional employees represented by this Association in the bargaining unit. As defined and certified by the Public Employment Relations Board, Case #159, the bargaining unit is: all licensed, professional employees including: (a) all classroom teachers including teachers of basic curriculum, fine arts, remedial, special education, and vocational courses; (b) all guidance counselors; and (c) all librarians. All administrators and all nonprofessional employees are excluded from the bargaining unit.
- c. The term "Association", as used in this Agreement, shall mean the Allamakee Community Education Association or its duly authorized representatives or agents.
- d. The term "supervisor", as used in this agreement, shall mean all persons assigned by the School Board to supervise licensed professional and other employees.
- e. The term "Board", as used in this Agreement, shall mean the Public Employment Relations Board.
- f. Career Teacher as used in this agreement shall mean all licensed professional employees who have obtained their permanent professional license issued by the Iowa Bureau of Educational Examiners.
- g. Beginning Teacher as used in this agreement shall mean all licensed professional employees who are new to the profession and in their 1<sup>st</sup> or 2<sup>nd</sup> year of service.

## ARTICLE II

### HOURS

Section 1. The length of the school day shall be 8 hours except as otherwise specified in this Agreement or as shortened by the Administration for a specific reason. If a day is shortened for a specific reason, this act shall not be precedential; nor shall it in any way bind the School Board in future agreement. The licensed professional employee shall be in his/her building, at his/her teaching station, at a time designated by the Administration and will be permitted to leave the assigned building at a time established by the Administration. Those licensed professional employees who work under contract extensions and supplementary schedule assignments will work the additional hours necessary to fulfill those contract assignments and/or extensions. In order that the School District can carry out its functions, licensed professional employees shall assume duties connected with other activities as designated by the Administration without additional compensation. (Reference is made here to the supervision of organizations, class activities, clubs, etc.)

Section 2. The licensed professional employee's time schedule for each attendance center shall be determined by the Administration. Dismissal of licensed professional employees at all centers on days preceding holidays and vacations will be 10 minutes after the dismissal of students from the building to go to buses except in cases of an emergency. Licensed professional employees will be allowed to leave ten (10) minutes after the dismissal of students on Fridays except on days designated for district wide staff to work in their classrooms or in-service days. Students will be dismissed one (1) hour earlier than normal before Thanksgiving, Christmas, Labor Day, Memorial Day, and Easter Vacations. The licensed professional employee may be allowed to leave five minutes after student dismissal in the following situations:

- (1) To attend a school related activity that is located outside of Waukon, which commences prior to 4:15 p.m., or;
- (2) When such early dismissal is necessary for the licensed professional employee to transact urgent and necessary business that cannot be transacted on other than school time.

Approval of such early dismissals must be obtained from the licensed professional employee's immediate supervisor and will be denied when such early dismissal would take the licensed professional employee away from another paid assignment within the School District.

- Section 3. Any lengthening of the 8-hour work-day, not herein otherwise stated, for the licensed professional staff shall be accomplished through joint agreement between the School Board and the Association.
- Section 4. The licensed professional employee shall have a 20-minute scheduled and continuous duty-free lunch daily. This shall be classified as part of the 8-hour work-day. In case of emergency where supervision and/or assistance in caring for students is necessary, the 20 minute duty free lunch period will be waived. Emergencies here would include tornado, fire, illness of supervisor, power failures, etc.
- Section 5. Since the lunch period is part of the 8-hour work-day, the licensed professional employee must secure authorization to be absent during this period of time.
- Section 6. In addition to the regular 8-hour work-days, each licensed professional employee may be required to attend up to nine (9) Administration called building, elementary, or district-wide faculty meetings per regular school year without additional compensation. These meetings will not extend beyond 5:00 p.m., and there shall be no more than 3 such meetings held in a given month. The Administration will give at least three (3) days notice of such meetings, except in case of emergency.
- Section 7. In addition to meetings specified in Section 6, licensed professional employees may be required to attend up to two (2) morning and/or evening meetings scheduled by the Administration plus meetings called by Department of Education during an evaluation or any comprehensive evaluation of the school.

## **ARTICLE III**

### **HOLIDAY AND NON-WORK DAYS**

- Section 1. Holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. Independence Day (July 4) will be a holiday for all licensed professional employees whose work will carry through the month of July.
- Section 2. Attendance of licensed professional employees shall not be required on days when school is closed all day for inclement weather or for other emergency closings which affect all attendance centers.

## ARTICLE IV

### LEAVES OF ABSENCES

#### Section 1. Sick Leave (With Pay)

- a. All full time licensed professional employees shall earn sick leave at the rate of:
  - 10 days the first year of employment
  - 11 days the second year of employment
  - 12 days the third year of employment
  - 13 days the fourth year of employment
  - 14 days the fifth year of employment
  - 15 days the sixth and subsequent years of employment

The above amounts will apply only to consecutive years of employment in the Allamakee Community School District, and unused portions shall be cumulative to a maximum of 140 days. If the licensed professional employee holds a contract extension, he/she shall be entitled to one (1) additional sick leave day for each full month of employment beyond the normal contract. The School Board may in each instance require such reasonable evidence as it desires confirming the necessity for such leave of absence. In the event a medical certificate will be required, the licensed professional employee will be so advised. The current licensed professional who has accumulated above 140 days of sick leave as of June 30, 2015 will retain his/her current number of sick days. As those days are depleted, the licensed professional will continue to retain any days above 140 until he/she has dropped to or below 140. Then the licensed professional will fall under the current contract language of accumulating a maximum of 140 sick days.

- b. When sick leave has been exhausted by the licensed professional employee, an amount equal to that licensed professional employee's salary for one day, as computed for contract purposes, shall be deducted for each day of absence thereafter.
- c. The licensed professional employee shall be notified each year, with the September paycheck, as to the unused accumulated sick leave available.
- d. Licensed professional employees may use seven (7) days of sick leave each year to accumulate to, but not exceed 14 days to be with members of their immediate family (defined in Article IV, Section 2) who are ill or hospitalized. No request for additional family medical illness leave will be granted.

Section 2. Bereavement Leave (With Pay)

In case of death in the immediate family (father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild or any member of their immediate household), the licensed professional employee may be excused by the Superintendent. A maximum of five (5) days may be granted in each instance. In the event of the death of a grandparent, niece or nephew, the licensed professional employee may be excused by the Superintendent up to a maximum of three (3) days. In case of death of any other member of the family or a close associate, the licensed professional employee will be granted one (1) day upon approval of the Superintendent. Bereavement leave travel time may be taken as unpaid leave when approved by the Superintendent.

Section 3. Temporary Leave

The licensed professional employee may be allowed one (1) day of temporary leave to be used as directed in this section.

- a. When possible the leave application must be filed three (3) days in advance of the day the employee will be absent. The leave application must be approved by the Principal and the Superintendent before the leave can begin.
- b. This leave cannot be used when it would reflect unfavorably upon the School Board or the School District.
- c. Except in the case of a serious emergency this leave may be denied:
  - (1) When it falls on the day before or the day after a holiday or vacation.
  - (2) When it falls on a special day such as parent-teacher conference.
  - (3) When it would cause undue interruption to the educational program.
- d. To be present with members of the immediate family during serious illness.
- e. To take care of business which is urgent and necessary and cannot be taken care of on other than school time.
- f. Temporary leave may be used for travel time to a funeral when approved by the Superintendent.
- g. In each case, the leave application will state the reason for the leave.



Section 4. Personal Leave (With Pay)

The licensed professional employee may be allowed two (2) days of personal leave to be used as directed in this section. Unused personal leave shall accumulate from year to year to a maximum of four (4) days.

- a. Application for this leave must be made three (3) days in advance and copied to the Principal and Superintendent.
- b. No reason need be given for the absence, but this leave cannot be used when it would reflect unfavorable upon the School Board or the School District.
- c. Approval by the Superintendent is required before leave can begin.
- d. This type of leave may be denied:
  - (1) on the day before or the day after a holidays or vacations,
  - (2) on special days such as Parent-Teacher Conferences, and/or,
  - (3) when it would cause undue interruptions to the educational process.
- e. The personal days shall not be used more than two in succession unless in the case of a serious emergency or when the situation is of a compelling nature as determined by the Superintendent of Schools. The only other leaves that can be used with the two personal leave days (before or after) is unpaid or sick leave. An example of this provision, which would not be allowed: Two personal days, one unpaid day, one personal day.

Section 5. Professional Leave

a. Professional Staff (With Pay)

At the beginning of each school year the licensed professional employee shall be credited with two days of Professional Leave for the purpose of attending coaching clinics, conferences, workshops, conventions, or visiting schools that have exemplary programs directly related to the employee's assignment.

Application for this leave must be presented for approval of the Administration at least five (5) days prior to leaving.

This type of leave may be denied:

- (1) On the day before or the day after a holiday or vacation,

- (2) On special days such as Parent-Teacher Conferences,
- (3) When it would cause undue interruptions to the educational process.

b. District Directed Leave

The licensed professional employee may be asked to attend meetings or to visit other schools at the direction of the Administration. When this happens, reasonable expenses of the employee (lodging, food, and transportation) will be paid by the School District.

c. ACEA Leave

The ACEA will be granted 8 days (a maximum of 3 days may be used by any one licensed professional employee) per year for the purpose of attending meetings sponsored by the State or National Association. The leave must be requested on the proper forms at least 3 days prior to leaving, and approved by the Administration, before the licensed professional employee can be absent from his duties.

Section 6. Extended Leave

Leaves of absence, including sabbatical leave, without pay may be granted for reasons approved by the School Board.

- (1) Said employee will not lose sick leave days accumulated at the time of his/her leaving.
- (2) If fully qualified to advance on the salary schedule, he/she will, when re-employed, advance one step from the step on which he/she last performed.
- (3) If a medical certificate is required the licensed professional employee will be so advised.

Section 7. Whenever the licensed professional employee is called for jury duty, permission for such service shall be granted under the following conditions:

- a. A copy of the order is presented with the leave,
- b. and a person qualified in the area temporarily vacated who is acceptable to the Administration can be secured.

When the licensed professional employee is paid for jury duty, the School Board may reduce his/her paycheck by an amount equal to the pay received for services on the jury. Court services performed under subpoena as witness will be considered as in this subsection. If a licensed professional employee is found guilty in a trial, the leave factor will be cancelled.

Compensation will be paid as stated in this subsection except when parties to this contract are parties of interest.

Section 8. At the discretion of the School Board, the leaves set forth in Sections 1 and 2 may be extended for good and sufficient reasons.

## **ARTICLE V**

### **WAGES**

Section 1. The salary of each employee covered by the salary schedule is set forth in this article. The salary schedule is not to be construed as a part of the continuing contract. This shall be a single salary schedule based on training and experience and will include teacher salary supplement money indexed through the schedule.

Section 2. Initial Employment - Placement

The following rules shall be applicable in determining placement on the salary schedule.

- a. Credit for previous experience shall be limited to fifteen (15) years.
- b. Experience which was not within the past fifteen (15) years shall be allowed at 1/2 step per year toward the maximum of fifteen (15) years.
- c. Only full steps will be considered in determining the licensed professional employee's salary.
- d. Only those credits or degrees earned at a college approved by the Department of Education will be applied toward placement on the Salary Schedule.

Section 3. Continued Employment - Placement and Advancement

The following rules shall be applicable in determining placement and advancement on the salary schedule for continuing licensed professional employees.

- a. The licensed professional employee by September 1 of each year will receive credit toward lane advancement upon submission of the official college graduate transcript(s). All graduate credits must also meet state recertification requirements.

This shall not be construed to place a limit on any amount of credits earned during a summer non-work period.

- b. In order to qualify for the bachelor or master degree classification is necessary that the licensed professional employee obtain the respective degree. (Equivalent semester hours are not sufficient evidence of this standing.)
- c. Licensed professional employees on the salary schedule who move from one educational level to a higher educational level shall move to the step on the higher level if available. If, when normal steps were given for a year's service and no vertical step was available, and

subsequently movement is made to a higher educational lane, the employee will be granted a step if available in the new lane. For a licensed professional employee to advance from one educational level to another, he/she shall file with the Superintendent no later than September 1 one (1) certified transcript or a written notice from the college attended certifying the licensed professional employee's status.

- d. A licensed professional employee employed by the School District on an experimental basis and whose job is not that of a regular classroom teacher may, at the discretion of School Board, be paid a salary that is mutually agreed upon between employee and School Board.
- e. Licensed professional employees on the regular salary schedule shall be advanced one (1) vertical step on the schedule upon completion of the current year of satisfactory services based on evaluation. Unsatisfactory service may cause a licensed professional employee not to be advanced on the salary schedule.

A year of service consists of employment in the Allamakee Community School District for one-hundred-twenty (120) or more consecutive contract days in one school year.

- f. Career Increment: When the employee reaches step 22 of his/her educational lane, an annual career increment shall be awarded to that employee based on the guidelines set forth in the Salary Schedule (\$400 plus base increase for BA and BA15 lanes, 1.75% of lane base plus base increase for all other lanes.)

#### Section 4. Method of Payment

- a. Each licensed professional employee shall be paid in 12 equal installments on the 20th day of each month unless the Association is notified of late payment. Licensed professional employees shall receive their checks at their regular building and on regular school days.
- b. If during the regular school year, a pay date falls on a non-work day, employees shall receive their paycheck on the last previous working day unless otherwise specified to the Association if payment is going to be late.
- c. Licensed professional employees who are new in the teaching profession may, at their option, elect to receive 40% of their first paycheck after the first ten (10) work days of employment. Sixty percent (60%), less deductions for the full month, will be paid said

employee on the regular pay day for that month. If said employee elects to use this option, the School Board Secretary must be notified before or during the first five (5) work days.

- d. Each monthly summer check, other than for summer school licensed professional employees, shall be mailed to the address designated by said employee.

Section 5. Contract Extensions

- a. When a licensed professional employee agrees to work beyond the 192 days called for on the salary schedule his/her per-diem rate will be computed by taking his/her salary from the salary schedule calculated without the teacher salary supplement money and dividing same by 192. If an extended assignment is paid for through the supplemental pay schedule the above will not apply.
- b. When a licensed professional employee agrees to work beyond the 192 days called for in a. above, and is also paid an extra stipend from the supplemental pay schedule, the yearly contract amount will be computed as follows:
  - (1) Follow the procedure outlined in "a" above.
  - (2) Multiply the per-diem rate times the days of service in the contract extension.
  - (3) Add together: 192 day contract amount, Amount computed (2) above and,  
Stipend from supplemental pay schedule.
- c. The salary schedule is based upon the normal workday/teaching load as set forth in this agreement. Any employee who is required by the principal or supervisor to work in a formal instructional setting with students beyond the established workday will be compensated for the time required at the hourly per diem rate of his/her contracted salary calculated without the teacher salary supplement money or if both parties agree he/she may be compensated with an equal amount of time off.

Section 6. Supplemental and Extra Pay

- a. Extra-curricular schedule: These amounts are reflected on page 34 of this article and do not include teacher salary supplement money.
- b. The rate of reimbursement when a staff member is required to use his/her private vehicle to carry out school business will be the state rate per mile. This will include: in-district travel,

field trips out of the district, and any other travel completed at the direction of the School District Administrators' Staff. Mileage of two (2) miles or less per day will not be reimbursed. Mileage will be measured via the closest route unless otherwise approved.

c. Duties not listed in the Supplemental Schedule, and pertaining to extra-curricular activities listed on that schedule, shall be compensated according to the following scale.

1. A teacher must work more on two (2) dates on non-school time to be eligible for the following amounts – Supervision and ticket takers will be paid at \$20 per night. A complimentary pass will be issued to all staff members who sign up and work their two (2) dates or find a suitable replacement. Suitable replacement must be approved by the Administration beforehand. Professional employees will first have the opportunity to sign up for the two (2) duties of their choice. The Administration reserves the right to assign staff members who have not signed up for two (2) of the above duties. This pass will authorize the following to attend athletic events without admission charge:

a. Teacher and Guest.

2. Chaperones:	School Night	Non-School Night
0 to 40 miles one way	\$14.00	\$16.00
Over 40 miles one way	\$16.00	\$18.00
Tournaments (Overnight)	\$19.00	\$21.00

Overnight trips include room and board.

ALLAMAKEE COMMUNITY SCHOOL DISTRICT													
SALARY SCHEDULE 2021-22													
BASE \$35,885 includes TSS													
	Base	31,885											
	TSS	4,000											
	BA		BA+15		BA+30		MA		MA+15		MA+30		
STEP		35,885											STEP
0	1.00	35,885	1.04	37,320	1.08	38,756	1.16	41,627	1.20	43,062	1.24	44,497	0
1	1.04	37,320	1.08	38,756	1.12	40,191	1.20	43,062	1.24	44,497	1.28	45,933	1
2	1.08	38,756	1.12	40,191	1.16	41,627	1.24	44,497	1.28	45,933	1.32	47,368	2
3	1.12	40,191	1.16	41,627	1.20	43,062	1.28	45,933	1.32	47,368	1.36	48,804	3
4	1.16	41,627	1.20	43,062	1.24	44,497	1.32	47,368	1.36	48,804	1.40	50,239	4
5	1.20	43,062	1.24	44,497	1.28	45,933	1.36	48,804	1.40	50,239	1.44	51,674	5
6	1.24	44,497	1.28	45,933	1.32	47,368	1.40	50,239	1.44	51,674	1.48	53,110	6
7	1.28	45,933	1.32	47,368	1.36	48,804	1.44	51,674	1.48	53,110	1.52	54,545	7
8	1.32	47,368	1.36	48,804	1.40	50,239	1.48	53,110	1.52	54,545	1.56	55,981	8
9	1.36	48,804	1.40	50,239	1.44	51,674	1.52	54,545	1.56	55,981	1.60	57,416	9
10	1.40	50,239	1.44	51,674	1.48	53,110	1.56	55,981	1.60	57,416	1.64	58,851	10
11	1.44	51,674	1.48	53,110	1.52	54,545	1.60	57,416	1.64	58,851	1.68	60,287	11
12	1.48	53,110	1.52	54,545	1.56	55,981	1.64	58,851	1.68	60,287	1.72	61,722	12
13	1.52	54,545	1.56	55,981	1.60	57,416	1.68	60,287	1.72	61,722	1.76	63,158	13
14	1.56	55,981	1.60	57,416	1.64	58,851	1.72	61,722	1.76	63,158	1.80	64,593	14
15	1.56	55,981	1.64	58,851	1.68	60,287	1.76	63,158	1.80	64,593	1.84	66,028	15
16	1.56	55,981	1.68	60,287	1.72	61,722	1.80	64,593	1.84	66,028	1.88	67,464	16
17	1.56	55,981	1.72	61,722	1.76	63,158	1.84	66,028	1.88	67,464	1.92	68,899	17
18	1.56	55,981	1.76	63,158	1.80	64,593	1.88	67,464	1.92	68,899	1.96	70,335	18
19	1.56	55,981	1.80	64,593	1.84	66,028	1.92	68,899	1.96	70,335	2.00	71,770	19
20	1.56	55,981	1.84	66,028	1.88	67,464	1.96	70,335	2.00	71,770	2.04	73,205	20
21	1.56	55,981	1.84	66,028	1.92	68,899	2.00	71,770	2.04	73,205	2.08	74,641	21
22*		1,100		1,100		1,303		1,347		1,370		1,392	22*

\*Career Increment - Add amount shown to your FY21 salary.





**ARTICLE VI**  
**GRIEVANCE PROCESS**

A grievance is a claim by an employee that one of the specific provisions of this Master Agreement or any District policy has been violated.

Step 1: A grievance should be presented orally to the immediate supervisor within ten working days of the alleged violation for the purpose of resolving the matter informally.

If the complaint is about the supervisor see their supervisor. The supervisor shall render a written decision within ten working days after receiving the complaint.

Step 2: If the employee is not satisfied with the decision at Step 1, an appeal may be forwarded within ten working days to the superintendent. The superintendent or designee may conduct a conference with the complainant and issue a written decision regarding the complaint within ten working days following the conference.

Step 3: If the employee is not satisfied with the decision at Step 2, an appeal may be forwarded within ten working days to the board president. The board president or designee may conduct a conference or board hearing with the complainant and issue a written decision regarding the complaint within ten working days following the conference/hearing. This decision is final and not grievable.

**ARTICLE VII**

**FINALITY OF AGREEMENT**

Section 1. This Agreement constitutes all the articles agreed to between the parties and concludes collective bargaining for its term.

Section 2. 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.

Section 3. It is expressly understood and agreed that all functions, rights, powers, and authority of the Administration of the School District and the School Board, which are not specifically limited by the express language of this Agreement are retained by the School Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Section 4. Duration Clause

The provisions of this Agreement shall become effective on July 1, 2021.

- a. Language shall be in force for one (1) year and shall expire on June 30, 2022.
- b. Base wages pay shall be in force for one (1) year (July 1, 2021-June 30, 2022).
- c. In the event that the Iowa Legislature passes legislation which changes school funding, the District and the Association agree to re-open negotiations for the sole purpose of negotiating the salary schedule.

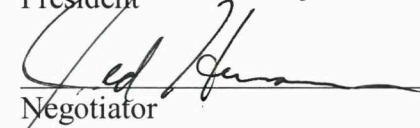
All on the 15<sup>th</sup> day of March, 2021.

Allamakee Community Education Association

Allamakee Community School District

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator