Allamakee CSD Allamakee EA 7/1/2005 6/30/2007

ALLAMAKEE CSD / EA 05-07

AGREEMENT

BETWEEN

ALLAMAKEE COMMUNITY SCHOOL DISTRICT

AND

ALLAMAKEE COMMUNITY EDUCATION ASSOCIATION

2005-2006
and
2006-2007

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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 1st or 2nd year of service.

Article II

Evaluation

Section 1. Each school year prior to observation, the Building Principal shall acquaint each licensed professional employee under his/her supervision with the observation and evaluation procedures. Each employee shall receive materials on evaluations, which shall include information on procedures, criteria, and instruments used within the evaluation process. No formal observations shall be held during the first two weeks of school. Any employee hired subsequent to the opening of school shall receive the same materials and shall have a two-week period before formal evaluation may begin.

Section 2. The licensed professional employee's total evaluation shall consist of classroom performance plus other out-of-classroom factors related to professional duties. Evaluations shall be in writing and be discussed in conference between the licensed professional employee and the evaluator. A copy, signed by both parties, shall be given to the licensed professional employee. The licensed professional employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

Section 3. Evaluation of Beginning Teachers

a. Each beginning teacher in their 1st year of service shall be observed and evaluated 3 times. A formal pre-observation conference shall precede at least the 1st observation. A formal post-observation conference shall follow each observation. Post-Observation conferences shall take place within 5 working days of the observation.

b. At the conclusion of the 1st year of service, a summative evaluation will be conducted using the State of Iowa Comprehensive Evaluation Summative Evaluation Form using the 8 Iowa standards and 42 criterion.

c. During the second year of service, the same procedures outlined in sections 3a and 3b will be used. Additionally, a determination of licensure will be made using the prescribed

State of Iowa Beginning Teacher Licensure Forms.

d. If a third year of probation is necessary, the procedures in sections 3a and 3b will be used.

Section 4. The evaluation process for licensed professional employees shall follow the procedures outlined below:

a. All career teachers during their first two years of service to the district shall be observed and evaluated at least (3) three times during each school year. All career teachers beyond their 2nd year of service to the district, shall be comprehensively evaluated on a three year cycle. Evaluations of these staff members shall include at least one comprehensive evaluation and the review of the staff member's Career Development Plan. All career teachers who are being evaluated may be asked to produce an artifact(s) to provide evidence of their meeting or exceeding each of the eight Iowa Teaching Standards and 42 criterion. When a licensed professional employee is assigned to more than one center, these minimum requirements need not be met by each evaluator but are a minimum requirement for the entire evaluation.

b. Each formal observation referred to in this section shall be at least (30) consecutive minutes. The time limit for all other observations shall be at the discretion of the evaluator.

c. A pre-evaluation conference shall be held between the evaluator and the career teacher in the first year of employment in this School District. In subsequent years of employment in this School District, the evaluator will notify the licensed professional employee prior to the first observation. The pre-evaluation conference and/or notification shall be given at least one day in advance.

d. A conference shall be held between the evaluator and the career teacher to discuss and Evaluate classroom performance and to discuss other out-of-classroom factors within five (5) workdays following the classroom observation, except in emergency situations.

e. Both strengths and weaknesses shall be noted in evaluations. Areas of strength and areas of

improvement shall be condensed into writing with suggestions for improvement. If these areas of improvement cannot be remedied with informal discussions and/or informal meetings with the career teacher and evaluator, an intensive assistance plan will be developed. This plan will include conferencing with the teacher, observations, a time-line for improvements, and follow up activities.

f. A written report on observations and to discuss other out-of-classroom factors referred to in sections 3-d and 3-e will be copied to the licensed professional employee and to said employee's file.

Section 5. All employee's evaluations are to be fair and shall accurately reflect the performance of the employee. A probationary employee (Iowa Code 279.19) may not grieve their evaluations during the probationary period. All other employees may grieve any or all of his/her written evaluations following the grievance procedures set forth in Article VIII of this agreement.

Section 6. Individual career development plan

a. Each teacher shall draft an individual plan based on the District Student Learning Goals or the District Long-Range Goals from the current Comprehensive School Improvement Plan established by the district. This individual career development plan will be developed by October 15 of the school year following the conclusion of his/her previous plan.

b. The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and evaluator will have a copy of the plan.

c. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.

d. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the

meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

Section 7. The process outlined above is a minimum expectation by both the school district and the association. Nothing in this document prohibits administration from conducting evaluations, both formal and informal, beyond the scope of the process outlined in this agreement.

ARTICLE III

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.

ARTICLE III - Section 2 - cont'd.

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 IV

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 V

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 185 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.

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 be with members of their immediate family (defined in Article V, Section 2) who are ill or hospitalized.

e. Upon retirement staff members will be reimbursed for 60% of available sick leave with a maximum of 100 days reimbursed. The rate of reimbursement will be $5.00 per day. (Examples 180 days=100 days paid, 160 days=96 days paid, 120 days=72 days paid, 60 days=36 days paid.)

ARTICLE V – Section 2

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, 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.

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.

ARTICLE V - Section 5 - cont'd.

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.

The School District will pay expenses up to $70.00 per conference.

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. The district shall pay for the cost of up to four (4) substitutes.

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 VI

TRANSFER PROCEDURE

Section 1. Transfer shall be defined as the movement of a licensed professional employee from one subject area or grade level to another subject area or grade level or as the movement of a licensed professional employee from one building to another building.

Section 2. The School Board shall deliver to the Association a list of positions for which applications are being accepted.

Section 3. A licensed professional employee may request transfer at any time, whether a vacancy exists or not, but must specify the position or positions in which interested.

a. All requests shall be made in writing in the form of a letter sent to the Superintendent. This letter shall contain the specific reasons for requesting the transfer. Such requests shall be acknowledged in writing.

b. In filling the vacancies first consideration shall be given to licensed professional employees requesting transfer under this article. No new licensed professional employee shall be employed for a position where a request has been made until all requests for transfer to the available position on file have been considered. A new person may be hired if that person is considered by the Administration to be better qualified for the particular position.

c. No request for voluntary transfer shall be denied without stating the reason(s) therefore. No vacancy shall be filled by means of involuntary transfer if a qualified volunteer who is acceptable to the Administration is available.

d. Each transfer applicant shall be notified of the status of his/her application upon request. When a request for transfer must be denied, written reasons for such denial will be given.

Section 4. Written notice of an involuntary transfer shall be given to the licensed professional employee as soon as practical. The licensed professional employee may, within five (5) school days of such notification, request a meeting with the appropriate Administrator(s) and an Association representative to discuss the transfer and the reasons for transfer. Failure of the licensed professional employee to request such a meeting shall constitute approval of the involuntary

transfer. In the event said meeting is requested, it shall be held within 3 school days following the request.

Section 5. No licensed professional employee shall be transferred involuntarily without good cause and definite reason(s). A licensed professional employee will not be transferred involuntarily if a voluntary transfer acceptable to the Administration is available.

ARTICLE VII

STAFF REDUCTION

Section 1. A reduction of staff among the licensed professional employees in this school district shall follow the procedure in this section. Licensed professional employees needed to maintain a program or offering will not be covered in this procedure.

A. The School Board shall attempt to accomplish such staff reduction through known turnover.

B. Licensed professional employees with emergency or temporary certification and/or approval shall be laid off next.

C. Licensed professional employees employed on a temporary basis shall be laid off next.

D. Licensed professional employees in this district will be laid off next on the following basis:

1. Licensed professional employees who are on a probationary basis due to length of initial district service will be laid off first. However, evaluation will be the sole criterion for which a probationary employee will be laid off.

2. Licensed professional employees who are not covered under d(1) will be laid off on a straight seniority basis. For seniority purposes only the following will be used: 120 or more working days constitutes 1 year of seniority, 60 to 119 working days constitutes 1/2 year seniority, and less than 60 working days no seniority.

   The different areas in which seniority will apply are as follows:

   a. Pre-school through 6th grade including Chapter I, except as subject to D. of E. requirements.

   b. Grades 7-12 - State approval.

   c. Specific special assignment grades pre-school -12.

   d. Any licensed professional employee who has performed three (3) out of the last ten (10) years in an area and requests assignment in another area may retain seniority in the original area.

   e. If a licensed professional employee is directed by the Administration to accept a reassignment outside of his/her area of performance, the licensed professional employee shall retain all seniority accumulated in the prior assignment in the District.

f. If a licensed professional employee originally served as a classroom teacher only and later accepted supervisory duties while continuing to serve as full time classroom teacher the licensed professional employee shall retain seniority for those years served as a classroom teacher prior to the acceptance of supervisory duties.

If two or more people are equal in seniority the decision as to which one will be laid off will be determined through evaluation.

E. The Administration will provide written notice to each licensed professional employee who may be laid off by staff reduction no later than 14 calendar days prior to the statutory code preceding the school year under consideration. The notice shall contain the reason(s) for staff reduction.

Section 2. Once the process in Section 1 has been accomplished, any subsequent assignment of staff shall be the right of the School Board, and such assignment shall not be grievable under this Agreement.

Section 3. The following procedure will be followed in the recall of licensed professional employees who were laid off solely due to staff reduction. This section does not apply to temporary assignments.

A. The School Board will notify qualified licensed professional employees who are on recall status of an existing vacancy within the area of their performance. This notice will be given after the School Board declares there is a vacancy.

B. The licensed professional employee so notified will apply within 10 days if interested in said position. Failure to file an application for said vacancy within 10 days shall disqualify the candidate for this position and further recall rights.

C. If re-employed said employee will return to the salary schedule one step advanced from where he/she was when laid off due to staff reduction. (Exception: If formerly on the top step he/she shall remain there unless changing circumstances would dictate otherwise.) Fringe benefits will be maintained at the same level enjoyed before being laid off by staff reduction. (Exception: In the event of increased or decreased fringe benefits the returning employee will enjoy those benefits for which he/she is eligible.)

ARTICLE VII - Section 3 - cont'd.

D. The School Board shall annually provide the Association with a current list of those licensed professional employees who are eligible for recall because of staff reduction.

E. This section shall apply to each licensed professional employee who has been laid off due to staff reduction for a two year period from the effective date of his/her lay off. Licensed professional employees will be recalled in inverse order of lay off.

F. If a person who receives notice as specified in Section 1-E and has subsequently been told he/she will be laid off because of staff reduction elects to resign, he/she will be accorded recall rights.

G. A licensed professional employee shall be called back to fill any position in the area which he/she left and in which still qualified. This will not apply to licensed professional employees laid off as defined in Section 1.D.1. but will be left to discretion of the School Board. Written reasons will be supplied to probationary personnel if they apply and are not rehired.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement. (Except as otherwise stated within this Agreement.)

Section 2.

a. Grievance shall be presented in accordance with these procedures by an aggrieved person covered by this Agreement. An "aggrieved person" is the person or persons or the Association making the claim.

b. The failure of an aggrieved person (or, in the event of an appeal to arbitration, 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 aggrieved person to proceed to the next step. The time limits may be extended by mutual agreement.

c. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the aggrieved person or of the teaching staff.

d. "School days" referred to in section 3, second step, third step, and fourth step refers to Monday thru Friday throughout the calendar year. Non-working days during the regular school year and holidays throughout the calendar year will not be counted as school days in the processing of a grievance.

e. On those days when the Principal or Superintendent is not available, the grievance shall be filed in the respective offices with his or her designee. If a building principal's office is closed, the grievance shall be filed in the Superintendent's office with his or her designee for transfer to the designated Principal. The time for consideration of each step in the grievance shall commence at the time the Administrators concerned return to work and receive the grievance document. The grievant will be notified of this date. The full time allotment for each step shall be granted and the subsequent time delay due to this procedure shall not void

the processing of the grievance. All grievances shall be filed in the respective Administrators Office between 8:00 a.m. and 4:00 p.m.

Section 3. a. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the aggrieved person and the Principal of the center where the claim or grievance occurs.

b. Second Step

If the grievance cannot be resolved informally, the aggrieved 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, shall note the specific clause or clauses of the Agreement considered violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within 15 school days from the date the licensed professional employee becomes aware of the action which gives rise to the grievance. The Principal shall make a decision on the grievance, stating reasons for his action, and communicate it in writing to the aggrieved person, the Association, and the Superintendent within ten (10) school days of receipt of the grievance.

c. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person shall file, within five (5) school days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer, stating reasons for his/her action, within ten (10) school days of the third-step grievance meeting and communicate it in writing to the aggrieved person, the Principal, and the Association.

d. Fourth Step

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial, binding arbitration. The aggrieved person and the Association shall meet to discuss the merits of submitting the grievance to arbitration. The Association may submit a written request for arbitration on behalf of the Association or the aggrieved person to the Superintendent within 30 school days from receipt of the third step answer. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within three (3) school days after said notice is given. If the two parties fail to reach an agreement on an Arbitrator within three (3) school days, the Board, or similar organization, will be requested to provide a list of three (3) arbitrators. The parties will determine by lot who shall have the right to remove the first name from the list, the other party shall remove the next name, the remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on both parties. The decision of the Arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/Her authority shall be strictly limited to deciding the issue presented to him/her in writing by the School Board and the Association, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

e. School Board Informal

In the event the decision at the third step is against the aggrieved person, the Superintendent or designee will immediately place the grievance on the agenda for the next School Board meeting. At that time the School Board will listen to and ask questions of the grievant or his/her representative. At that time the School Board may suggest alternative solutions which will enable differences to be resolved at the local level. The Association and aggrieved person will have ten (10) school days to accept or reject the School Board's solution to the grievance. This step of the grievance procedure will proceed concurrently with d. Fourth Step.

ARTICLE VIII - Section 3 - cont'd.

f. If a grievance is filed at such time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, then the time limits set forth will be reduced so that the grievance procedure will be exhausted no later than 30 days after the last student day if agreed to by both parties.

Section 4. If the Association or any licensed professional employee files any claim in any form other than under the grievance procedure of this Agreement, the School District shall not be required to process the same claim through the grievance procedure.

Section 5. Whenever illness or other form of incapacity of the principal parties prevents attendance at a grievance meeting, the time limits shall be extended to such time as the principal parties so involved can be present, unless the aggrieved person agrees to be represented in his/her absence. If it is determined that any party or group so initiating the grievance is using this means to delay proceedings, the grievance will be null and void.

Section 6. An aggrieved person may be represented at all levels by a representative of his/her choosing. However, the law permits any licensed professional employee to adjust individual claims without representation. A licensed professional employee filing a written grievance without the consent of the Association shall bear all cost charged.

Section 7. The costs of arbitration shall be shared equally by the Association and the School Board. The cost of representation and/or the cost of any special request(s) will be borne by the party so represented or making the request(s).

ARTICLE IX

HEALTH

Section 1. New licensed professional employees will be required to have a physical examination to the extent specified by the School Board, Department of Education rules, and State law. This report will be due in the office of the Superintendent prior to performing services for the School District. Continuing licensed professional employees will, each 3rd year, secure another physical examination as specified.

Section 2. The School Board will reimburse the licensed professional employee, not to exceed $100.00, for each required physical examination upon submission of proof of payment.

Section 3. A licensed professional employee shall submit to a physical examination by a doctor recognized by the School Board at any time it or the Superintendent may direct. Such an examination will be paid for by the School District. The type of examination will be determined at the time the request is made.

ARTICLE X

SAFETY

Section 1. Whenever State or Federal law requires protective devices, such devices shall be purchased by the School District. The School Board will determine what shall be purchased to satisfy the requirements of the law.

Section 2. Whenever an unsafe or hazardous condition exists in the opinion of the employee, said employee shall report the condition immediately to the Building Principal. If action is not taken to remove the unsafe or hazardous condition, the licensed professional employee and/or Association shall draw up proposals for correcting the same and submit them to the Superintendent of Schools. The Superintendent and School Board shall make the final determination in solving the problem.

Section 3. Any assault upon a licensed professional employee shall be reported immediately by the concerned party, witnesses, or anyone who knows of the assault to the Building Principal for proper action. All such cases will be reported to the Superintendent immediately.

Section 4. Bomb Threats

As soon as a bomb threat is reported to the Administration, the order will be given to clear the building. A thorough search will be made. No licensed professional employee will be directed to return to the building until it is determined that the danger no longer exists. The Administration reserves the right to continue school if the danger no longer exists or to discontinue school if no good purpose can be gained by continuing.

Section 5. Any injury which occurs during the regular teaching day, or that is job related, shall be given the same consideration as any other injury which is covered under sick leave.

ARTICLE XI

DUES DEDUCTION

Section 1. Any teacher who is a member of the Association may sign and deliver to the School Board Secretary, by the first Monday following the third Saturday in September, an assignment authorizing deduction from wages of membership dues in his or her professional Association. The deductions will be limited to the following memberships:

1. Allamakee Community Education Association
2. Iowa State Education Association and related departments, and/or
3. National Education Association.

The Association will present a breakdown of deductions for each teacher and a total for membership to the School Board Secretary on a form provided by the School Board.

Section 2. Pursuant to such authorization the School Board shall deduct 1/10th of the total amount of dues from each regular salary check of the teacher beginning in October and ending in July of each year. The amount of deduction, for this purpose, will be remitted to the ACEA each month.

Section 3. The Association will be responsible for providing the teachers with the necessary authorization slips and information relative to the dues deduction system. The format of this authorization will be prepared by School Board.

Section 4.

a. The Association agrees to indemnify and hold harmless the School Board, each individual School Board Member, 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 dues deductions.

b. Dues deduction shall be terminated for the following reasons:

   1. After a 30 day written notice to the union by the employee.
   2. Termination of an individual's employment.
   3. End of the contract year.

ARTICLE XI – Section 5 - cont'd.

Section 5. The collection of any outstanding dues is a matter to be resolved between the union and the individual. The school district will not act as the collection agent for any outstanding or uncollected dues. Also, the dues check-off authorization should be signed by individual unit members on an annual basis.

ARTICLE XII

GROUP INSURANCE

Section 1. Health and Accident Insurance

The School Board will contribute the cost of single Plan C toward health and accident insurance, including major medical, for all half-time (.5) and above licensed professional employees employed by the School District who qualify and are enrolled in the School District group health and hospitalization plan plus $59 to be applied to a TSA chosen by the District or taken as cash. The School District will pay single Plan C plus $234.00 toward family insurance for each employee so enrolled. When a husband and wife are employed, the school district will pay 100% of the health insurance premium of family Plan E or the employees may choose two single Plan C plans plus $59 per person to be applied to a tax sheltered annuity (TSA) chosen by the District or taken as cash. The benefits shall not be less than those in the 1975-76 plan unless changed by the insurance company.

Any employee who elects to take a high deductible health plan (plans g, h, i) shall have the difference between single plan C plus $59 ($512) and the premium cost of the high deductible plan placed in a Health Savings Account.

Section 2. Family Insurance

Health and accident insurance may be obtained for the members of a licensed professional employee's family. The coverage for family members will be the same as for the licensed professional employee. The licensed professional employee will bear all remaining costs for this coverage by payroll deduction.

Section 3. Life Insurance

The School District will purchase a $25,000 term life insurance policy for each part time and full time licensed professional employee.

ARTICLE XII – cont'd

Section 4. Annuities

The licensed professional employee who wishes to participate in a tax sheltered annuity plan may do so by contributing all cost for the same by payroll deduction.

Section 5. Liability Insurance

Liability insurance will be carried by the School District for all licensed professional employees with the exception of those that admit guilt, or are found guilty or negligent by a court of law.

Section 6. Disability Insurance

The School District shall pay 100% of the cost for a disability insurance program for all licensed professional employees. The disability insurance plan shall include or exceed the following benefits:

1. Integrate only with other benefit sources paid to the individual.
2. Sixty (60) per cent of monthly basic earning.
3. Total disability during the first two years means the licensed professional employee's inability to perform all of the essential duties of a teacher, and after two years of benefits means the inability to perform all the essential duties of any occupation for which the licensed professional employee is, or may reasonably become, qualified based on his/her education, training, or experience.
4. Partial disability benefit in which the licensed professional employee's loss of earnings is the measurement of partial disability.
5. A waiting period accumulator clause.
6. A waiver of premium - after the planned benefit becomes payable, all further premiums which fall due are waived.
7. Benefit period until age 65.
8. Coverage for mental illness, alcoholism, and drug abuse.

ARTICLE XIII

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.

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.

a. 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. Courses which are acceptable to the Department of Education for license renewal and which earn graduate credit may be used for advancement on the salary schedule. Acceptable courses will include but are not limited to:

1. courses associated with an in-service or meeting that is held during school hours;
2. courses financed wholly or in part by the school district;
3. courses that lead towards a planned post-baccalaureate degree;
4. courses that do not lead to an advanced degree but add greater breadth or depth to the present endorsement.

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.

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 the salary schedule his/her per-diem rate will be computed by taking his/her salary from the salary schedule 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.

b. 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 or if both parties agree he/she may be compensated with an equal amount of time off.

ARTICLE XIII – Section 5 - cont'd.

Section 6. Supplemental and Extra Pay

a. Extra curricular schedule: These amounts are reflected on page 31 of this article. The amounts stipulated in this schedule for Special Education and Art will be paid until such time as the teacher is replaced for any reason. At that time the supplement will be discontinued.

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 than two (2) hours on non-school time to be eligible for the following amounts - Supervision and ticket takers will be paid at $19 per night.

2. Chaperons:

	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.

3. A complimentary pass will be issued to all staff members. The Administration reserves the right to assign staff members to any of the above duties. This pass will authorize the following to attend athletic events without an admission charge:

   a. Teacher and immediate family member

   b. Single Teacher and Guest

ALLAMAKEE COMMUNITY SCHOOL DISTRICT

SALARY SCHEDULE 2005-2006

BASE $22,885

	BA		BA+15		BA+30		MA		MA+15		MA+30		
STEP		22885											STEP
0	1.00	22885	1.04	23800	1.08	24716	1.16	26547	1.20	27462	1.24	28377	0
1	1.04	23800	1.08	24716	1.12	25631	1.20	27462	1.24	28377	1.28	29293	1
2	1.08	24716	1.12	25631	1.16	26547	1.24	28377	1.28	29293	1.32	30208	2
3	1.12	25631	1.16	26547	1.20	27462	1.28	29293	1.32	30208	1.36	31124	3
4	1.16	26547	1.20	27462	1.24	28377	1.32	30208	1.36	31124	1.40	32039	4
5	1.20	27462	1.24	28377	1.28	29293	1.36	31124	1.40	32039	1.44	32954	5
6	1.24	28377	1.28	29293	1.32	30208	1.40	32039	1.44	32954	1.48	33870	6
7	1.28	29293	1.32	30208	1.36	31124	1.44	32954	1.48	33870	1.52	34785	7
8	1.32	30208	1.36	31124	1.40	32039	1.48	33870	1.52	34785	1.56	35701	8
9	1.36	31124	1.40	32039	1.44	32954	1.52	34785	1.56	35701	1.60	36616	9
10	1.40	32039	1.44	32954	1.48	33870	1.56	35701	1.60	36616	1.64	37531	10
11	1.44	32954	1.48	33870	1.52	34785	1.60	36616	1.64	37531	1.68	38447	11
12	1.48	33870	1.52	34785	1.56	35701	1.64	37531	1.68	38447	1.72	39362	12
13	1.52	34785	1.56	35701	1.60	36616	1.68	38447	1.72	39362	1.76	40278	13
14	1.56	35701	1.60	36616	1.64	37531	1.72	39362	1.76	40278	1.80	41193	14
15			1.64	37531	1.68	38447	1.76	40278	1.80	41193	1.84	42108	15
16			1.68	38447	1.72	39362	1.80	41193	1.84	42108	1.88	43024	16
17			1.72	39362	1.76	40278	1.84	42108	1.88	43024	1.92	43939	17
18			1.76	40278	1.80	41193	1.88	43024	1.92	43939	1.96	44855	18
19			1.80	41193	1.84	42108	1.92	43939	1.96	44855	2.00	45770	19
20			1.84	42108	1.88	43024	1.96	44855	2.00	45770	2.04	46685	20
21					1.92	43939	2.00	45770	2.04	46685	2.08	47601	21

ALLAMAKEE COMMUNITY SCHOOL DISTRICT

SUPPLEMENTAL SCHEDULE 2005-2006

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
22885														
AA	0.145	0.150	0.155	0.160	0.165	0.170	0.175	0.180	0.185	0.19	0.195	0.2	0.205	0.21
	3318	3433	3547	3662	3776	3890	4005	4119	4234	4348	4463	4577	4691	4806
A	0.129	0.134	0.1393	0.144	0.1496	0.155	0.160	0.165	0.17	0.175	0.18	0.185	0.19	0.195
	2952	3067	3188	3295	3424	3547	3662	3776	3890	4005	4119	4234	4348	4463
B	0.0973	0.10118	0.105	0.1089	0.1128	0.1167	0.1206	0.1245	0.1284	0.1323	0.1362	0.1401	0.144	0.1479
	2227	2316	2403	2492	2581	2671	2760	2849	2938	3028	3117	3206	3295	3385
C	0.0822	0.0855	0.0888	0.0920	0.0953	0.0986	0.1019	0.1052	0.1085	0.1118	0.1151	0.1184	0.1217	0.125
	1881	1957	2032	2105	2181	2256	2332	2408	2483	2559	2634	2710	2785	2861
D	0.0683	0.0710	0.0737	0.0765	0.0792	0.0819	0.0846	0.0874	0.0902	0.093	0.0958	0.0986	0.1014	0.1042
	1563	1625	1687	1751	1812	1874	1936	2000	2064	2128	2192	2256	2321	2385
E	0.0602	0.0626	0.065	0.0674	0.0698	0.0722	0.0746	0.077	0.0794	0.0818	0.0842	0.0866	0.089	0.0914
	1378	1433	1488	1542	1597	1652	1707	1762	1817	1872	1927	1982	2037	2092
F	0.0534	0.0555	0.0577	0.0598	0.062	0.0641	0.0662	0.0684	0.0706	0.0728	0.075	0.0772	0.0794	0.0816
	1222	1270	1320	1369	1419	1467	1515	1565	1616	1666	1716	1767	1817	1867
G	0.041	0.0426	0.0443	0.0459	0.0476	0.0492	0.0508	0.05248	0.05408	0.05576	0.05736	0.05896	0.06056	0.06216
	938	975	1014	1050	1089	1126	1163	1201	1238	1276	1313	1349	1386	1423
H	0.031	0.0322	0.03344	0.03468	0.03592	0.03716	0.0384	0.0397	0.0409	0.0422	0.04348	0.04476	0.04604	0.04732
	709	737	765	794	822	850	879	909	936	966	995	1024	1054	1083
I	0.0276	0.0287	0.0298	0.0309	0.032	0.0331	0.0342	0.0353	0.0364	0.0375	0.0386	0.0397	0.0408	0.0419
	632	657	682	707	732	757	783	808	833	858	883	909	934	959
J	0.024	0.025	0.0259	0.0269	0.0278	0.0288	0.0297	0.0307	0.0316	0.0326	0.0335	0.0344	0.0353	0.0362
	549	572	593	616	636	659	680	703	723	746	767	787	808	828

1. Audio Visual — I
2. Baseball
   - Head — A
   - Asst. — C
3. Basketball
   - Head — AA
   - Asst. — B
   - 10 — B
   - 9 — C
   - 7 & 8 — D
   - Asst. 7 & 8 — F
4. Cheerleaders
   - SH — E
   - JH — G
5. Cross Country — B
6. Drama
   - Spring Musical — C
   - Spring Musical Asst. — E
   - Fall Play — E
   - JH — G
7. Flag Drill Team — I
8. Football
   - Head — AA
   - Asst. — B
   - 9 & 10 — B
   - 7 & 8 — D
   - Asst. 7 & 8 — F
9. Golf
   - Head — C
10. Instr. Musical
    - SH — B
    - JH — F
    - Elem. — G
    - Pit Band — E
11. Jr. Class Sponsor — H
12. Newspaper — G
13. Softball
    - Head — A
    - Asst. — C
    - 7 & 8 — G
14. Speech
    - SH — E
    - JH — G
15. St. Council — J
16. Track
    - Head — A
    - Asst. — C
    - 7 & 8 — E
17. Vocal Music
    - SH — C
    - JH — H
    - Elem. — I
18. Volleyball
    - Head — A
    - Asst. — C
    - 9th — C
    - Head 7 & 8 — G
    - Asst. 7 & 8 — I
19. Wrestling
    - Head — AA
    - Asst. — B
    - 10 — B
    - 9 — C
    - 7 & 8 — D
    - Asst. 7 & 8 — F
20. Yearbook/Camera Club
    - SH — C
    - Yearbook
    - JH — G
21. Weightroom — C
22. FBLA — J

Summer band will be paid on a per diem per hour.

Frozen Supplement - Sp. Ed. (Jr. High) - $500

Schedule A
#_____

GRIEVANCE REPORT

_____
Date Filed

Allamakee Community School District

_____Building

_____
Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Action Occurred_____

B. Section(s) of Contract Violated_____

C. Statement of Grievance*_____
_____
_____
_____

D. Relief Sought*_____
_____
_____
_____

_____
Signature of Aggrieved Person Date

_____
Signature of Grievance Committee Representative Date

E. Disposition by Principal or Immediate Supervisor_____
_____
_____
_____
_____
_____
_____

_____
Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____ _____

Signature of Aggrieved Person — Date Received by Superintendent

_____

Signature of Grievance Committee Representative

B. Disposition by Superintendent or Designee _____

_____

_____

_____

_____

_____

_____ _____

Signature of Superintendent or Designee — Date

LEVEL IV

A._____ _____

Signature of Aggrieved Person — Signature of Association President

B._____ _____

Date Submitted to Arbitration — Date Received by Arbitrator

C. Disposition and Award of Arbitrator*_____

_____

_____

_____

_____

_____

_____ _____

Signature of Arbitrator — Date

*If additional space is needed, attach additional sheets.

Note: All provisions of Article IV of Agreement shall be strictly observed in the settlement of grievances.

DUES DEDUCTION AUTHORIZATION FORM

Last Name Initial First Name

Employee Number* Building Social Security Number

Total to be deducted Monthly deduction

I hereby request and authorize the Board of Directors of the Allamakee Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me on my behalf to the Treasurer of the Allamakee Community Education Association.

It is understood that this authorization shall begin on the second payroll period following this date and shall continue through July from the date hereof. In the event that I should terminate, or the School District would terminate my employment prior to July 20th of the current school year, I hereby authorize and direct the school district to (deduct/not deduct) the balance of dues owed for the current school year.

Date Signature

( ) I do not wish to take advantage of dues deduction.

Date Signature

*To be completed by office.

(This form is to be completed by each licensed professional employee regardless of whether dues are to be withheld or not and filed in the Office of the Superintendent by the first Monday after the third Saturday in September.)

DUES DEDUCTION AUTHORIZATION SUMMARY - By Building
(Due First Monday After Third Saturday in September)

_____ _____
Building Signature of Building or Association Rep.

Name of Employee (Last Name First)	Year Total	Monthly Deduction
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		

TOTAL FOR BUILDING
(Cross Check)
Please list all teachers assigned to your building regardless of whether or not they are requesting dues deduction, and file in the Superintendent's Office along with Dues Deduction Authorization Forms.

ARTICLE XIV

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. 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 thereon. This Agreement shall be effective as of July 1, 2005, and shall continue in effect for a two year period on the language and two year on salaries and insurance.

All on the 28th day of April, 2004.

Section 5. The Master Contract for 2006-2007 includes one-step and earned lane changes given according to salary schedule. The total package percentage increase for 2006-2007 will be 4.25% with base pay increase to be determined. All language items will remain the same as the 2005-06 negotiated contract.

Allamakee Community Education Association

Tanya Kaye Hardy
President

Theresa Jacobs
Negotiator

Allamakee Community School District

Thomas J. Baptes
President

John Speer
Negotiator

To: Allamakee Community Education Association and Allamakee Community School District Board of Directors.

RE: This memoranda is to serve as a side letter to the Master Contract.

Any additional mandated teacher in-service calendar days required by law in the 2005-2006 or 2006-2007 school years will be paid at individual employee's per diem rate.

Signed: Theresa Jacobs
ACEA Chief Negotiator

John Spies
ACSD Chief Negotiator

Tanya Kaye Hardy
ACEA President

Thomas J. Bofter
ACSD Board President

To: Allamakee Community Education Association and Allamakee Community School District Board of Directors.

RE: This memoranda is to serve as a side letter to the Master Contract.

Regarding payment of Phase II monies for 2005-2006 and 2006-2007, payment is to be made according to the indexed salary schedule in the Master Contract unless it is not funded by the State of Iowa.

Signed: Theresa Jacobs
ACEA Chief Negotiator

John Speer
ACSD Chief Negotiator

Tanya Kaye Hardy
ACEA President

Thomas J. Baxter
ACSD Board President

To: Allamakee Community Education Association and Allamakee Community School District Board of Directors.

RE: This memoranda is to serve as a side letter to the Master Contract.

The mentors shall be paid $500 per semester unless more is mandated by the state. The committee that developed the district mentoring policy will reconvene to gather feedback from mentors, mentees, and administrators on the effectiveness of the program. The program and district policy will be evaluated to assess if alterations are necessary.

Signed: Theresa Jacobs
ACEA Chief Negotiator

John Speer
ACSD Chief Negotiator

Tanya Kaye Hardy
ACEA President

Thomas J. Boyles
ACSD Board President