

*MASTER CONTRACT*

*ANAMOSA COMMUNITY SCHOOL DISTRICT*

*AND*

*ANAMOSA EDUCATION ASSOCIATION*

*July 1, 2021 – June 30, 2023*

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## ARTICLE 1

### GRIEVANCE PROCEDURE

#### Definitions:

1. Grievance. A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. Aggrieved Party. The aggrieved party shall mean the party filing a grievance.
3. Party in Interest. Party in Interest shall mean the Association, its representative; the Employer, its representative; and any party named in a grievance who is not the aggrieved party.

#### Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to claims there have been violations, misinterpretations or misapplications of provisions of this agreement. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### General Provisions:

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
2. Preparation and processing of grievances shall be conducted so as to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
3. The filing or pendency of a grievance by an employee under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board of Directors to take action grievated of, subject, however, to a final decision on the grievance.
4. Grievances arising from an action other than at a building level may be initiated and processed in accordance with the provisions of Step 3 of this grievance procedure.
5. Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved party to proceed to the next step.
6. Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step and further appeal is barred.
7. The time limits specified in any step of this procedure may be changed, in any specific instance, by mutual consent.

8. If an aggrieved person files any claim or complaint other than under the grievance procedure established in this Agreement, the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

Procedures, Employee Grievance:

Step 1. An attempt shall be made to resolve any grievance in informal, oral discussion between the parties. Such grievance shall be presented, and the conference shall be held, no later than ten (10) calendar days following knowledge of the act or condition, which is the basis of the grievance. The decision shall be given verbally within seventy-two (72) hours of the close of the conference.

Step 2. If the grievance is not resolved at Step 1, the aggrieved party may file the grievance in writing. The written grievance shall: (1) state the date of the alleged violation of the Agreement; (2) the section(s) of the Agreement involved; (3) the nature of the grievance, and (4) the relief sought.

The written grievance at Step 2 must be filed within ten (10) calendar days of the delivery of the verbal decision in Step 1.

The Principal shall meet and confer with the aggrieved employee with a view to arriving at mutually satisfactory solution to the grievance. The aggrieved employee and the Association shall be given at least two (2) school days' notice of the conference. The employee may appear alone or, at his/her option, may be represented.

The Principal shall communicate his decision in writing to the aggrieved employee; to the Association; and to the Superintendent; within ten (10) calendar days after receiving the written grievance.

Step 3. If the grievance is not resolved at Step 2, the employee may appeal the Principal's decision to the Superintendent of Schools within ten (10) calendar days after the Principal's decision has been delivered.

The Superintendent of Schools shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory solution of the grievance. The aggrieved employee and the Association shall be given at least two (2) school day notice of the conference. The employee may appear alone or at his/her option, may be represented.

Notice of the conference shall also be given to the Principal involved in Step 2, and the Principal may be present at the conference to state his/her views, at the request of the Superintendent.

The Superintendent of Schools shall communicate his decision in writing to the aggrieved employee; to the Association; and to the Principal within ten (10) calendar days after receiving the appeal.

Step 4. A grievance not resolved in Step 3 may be submitted to the School Board for final decision. The procedure shall be initiated within ten (10) calendar days after receipt of the Superintendent's decision by filing a "Notice of Appeal" with the School Board Secretary. A copy of the notice shall be delivered at the same time to the Superintendent of Schools.

The School Board shall issue its decision not later than thirty (30) calendar days from the date it received the "Notice of Appeal". The School Board decision shall be in writing and their supporting reasons shall be given.

The decision of the School Board, if made in accordance with its jurisdiction and authority, shall be accepted as final by the parties and both will abide by it.

The School Board, in its decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The School Board's authority shall be strictly limited to deciding only the issue or issues presented by the District and the aggrieved party; and its decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

## Article 2

### **Licensed Employee – Personal Illness Leave**

Licensed employees will be granted fifteen days of sick leave in their first year of employment. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee will report for work at least one full work day prior to receiving sick leave benefits. A currently working employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of 150 days for licensed employees.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with the board policy regarding family and medical leave.

An employee who has a health condition which may require an absence for more than five (5) consecutive days shall inform his/her immediate supervisor as soon as practical so arrangements may be made for an effective transition of responsibilities to a qualified substitute. The employee shall return to work as soon as the attending doctor determines the individual is capable of performing his/her assigned duties.

Should the personal illness occur after or extend beyond the employee's usage of his/her accumulated allowance, the employee may make a request to the Board to be placed on a leave of absence without pay.

Sick leave shall not be granted for elective surgery.

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Employees shall notify the Business Office in print or via email of any discrepancy in the number of accumulated personal illness or disability leave days no later than 10 working days after the end of current school year.

## ARTICLE 3

### TEMPORARY LEAVES OF ABSENCE

#### **Licensed Employee – Personal Leave**

Licensed Employee shall be granted two (2) days of personal leave annually. One (1) unused personal leave day may be carried over to the next school year resulting in a maximum of three (3) personal leave days in a contract year.

Personal leave days shall not be used to extend scheduled holiday periods or during the first seven working days or the last fourteen working days of school. If a scheduled vacation day on the school calendar is changed because of a weather make-up day, an employee can use a personal day to extend the rescheduled holiday period.

Except at the discretion of the building administrator, no more than two (2) persons from the certified staff from the middle school building shall be on personal leave at any one time, no more than two (2) persons from the certified staff from the High School building shall be on leave at any one time, and no more than two (2) persons from the certified staff from the Elementary School building shall be on leave at any one time.

The employee shall notify his/her building administrator in writing, at least twenty- four (24) hours in advance of his/her intention to take leave.

#### **Licensed Employee – Jury Duty Leave**

The board will allow licensed employees to be excused for jury duty unless extraordinary circumstances exist. The superintendent has the discretion to determine when extraordinary circumstances exist.

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

Licensed employees will receive their regular salary. Any payment for jury duty will be paid to the school district.

## **Licensed Employee Professional Development**

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for such leave, which shall include a description, location of the meeting, workshop and/or program, request for transportation, registration, lodging, as well as the dates, shall be filed with the building Principal and Superintendent at least seven (7) calendar days prior to the proposed absence.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses must be approved by the board.

## **Licensed Employee – Bereavement Leave**

In the event of a death of a member of a licensed employee's immediate family, bereavement leave may be granted. Bereavement leave may be granted to a licensed employee for no more than five (5) days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. Immediate family" shall be construed to include: parent, surrogate parent, child, surrogate child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person who was a member of the employee's household at the time of death.

A leave of not more than two (2) days, without loss of pay, shall be granted to attend the funeral of a relative of the second degree (i.e., grandparent, grandchild, in-law, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law).

The Superintendent has the authority to grant bereavement leave for other personal situations on a case-by-case basis if all personal leave has been exhausted.



## **Licensed Employee – Family Illness Leave**

Licensed Employee shall be granted not more than ten (10) days per year leave of absence with full pay for absence due to the serious illness of a member of the employee's immediate family. Such leave shall be deducted from the employee's sick leave. "Immediate family" shall be construed to include: parent, surrogate parent, child, surrogate child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person who is a member of the employee's household.

If a situation arises where an employee has used all leave available to them, the employee will, at the discretion of the superintendent, be able to have additional days, up to a maximum of five days, by paying for the costs of the substitute teacher that will be needed to cover his/her classes.

### **Special Leave.**

An employee may be granted one (1) day of special leave annually for just cause of an emergency nature and as approved by the Superintendent.

A request for special leave shall be made in writing to the Superintendent or his/her designee prior to the absence.

## ARTICLE 4

### EXTENDED LEAVES OF ABSENCE

1. A leave of absence for the convenience of the employee of a maximum duration of twelve (12) calendar months, including vacation periods when school is not in session, may be granted by the Board of Directors upon written application to the Board by the employee. The employee shall be notified in writing of the decision.
2. Such leave shall be without pay or other benefits. However, insurance programs to which the employee otherwise would be entitled may be continued at the discretion of the employee and at the employee's expense.
3. Application for such leave shall be submitted to the Board of Directors at least ninety (90) days before the proposed period of leave would begin. Upon request, the Board may waive the ninety (90) day requirement. The date the employee intends to return to work shall be stipulated in the leave application.
4. Upon expiration of the leave, the employee shall be returned to his/her former position; or, if the former position does not exist, to another position for which he/she is qualified, as determined by the Superintendent.
5. If an employee's leave expires during the school year he/she shall verify in writing to the Superintendent, at least thirty (30) days prior to the expiration date, his/her intention to return to work. If an employee's leave expires during the summer months when school is not in session, he/she shall be required to verify by February 15 his/her intention to return to work at the opening of school the following fall.
6. Failure of an employee to return to work at the expiration of the leave period; or the failure of an employee to verify his/her intent to return to work on or before the dates specified, shall serve to terminate said employee's rights to re-employment and shall relieve the District of all obligation under the terms of this Agreement to re-employ said employee.

## ARTICLE 5

### EMPLOYEE WORK YEAR

A. Regular Contract.

The standard contract year shall be one-hundred eighty-nine (189) days, a minimum of one-hundred seventy-seven days (177) of instruction; a minimum of six (6) professional development non-instructional days; three (3) paid holidays, and the equivalent of two (2) parent-teacher conference days.

Teachers new to the Anamosa Community School District may be required to attend an additional one (1) New Teacher Professional Development Day without additional compensation.

Paid holidays shall be Labor Day, Thanksgiving, and Memorial Day.

B. Make-Up Days.

Contract days missed because of inclement weather or other causes may be made up, in part or in total, by use of days set aside for vacations and/or the addition of days at the end of the school year, as determined by the Board of Directors.

C. Work Days, Emergency Closing.

At the discretion of the Superintendent, employees may be required to work when classes are not held due to emergency conditions. Such days shall be considered partial fulfillment of the standard contract year.

## ARTICLE 6

### EMPLOYEE LUNCH AND PLANNING PERIODS

#### A. Lunch Periods.

1. Building administrators shall provide each employee a daily, duty-free lunch period of at least 20 minutes.
2. An employee may leave the building during his/her duty-free lunch period after informing the building principal or secretary of the proposed absence.

#### B. Planning Time.

Employees shall have time during the regular work day for teaming and collaboration as well as individual planning time for instruction-related activity. Assignment to other regularly scheduled supervision duties during this time shall not be made except when mutually agreed upon by the employee and building principal.

Employees shall not leave the building during planning periods without permission of the building principal.

- a. Elementary School. It is the intent of the Employer to continue to administratively provide elementary staff with 50-60 minutes of planning time per day. Both team and individual planning times are incorporated within the planning period.
- b. Middle School. It is the intent of the Employer to continue to administratively provide middle school staff members with the equivalent of one planning period per day that includes both team and individual planning time.
- c. High School. It is the intent of the Employer to administratively provide high school staff members with the equivalent of one planning period per day that includes both team and individual planning time.

ARTICLE 7  
SALARY SCHEDULE

A. 1. The salary of each Employee covered by this agreement is based upon the salary schedule set forth in Exhibits 1 and 2. Individuals earn a step with the bottom step as shown in Exhibit 2. (Steps = BA 0-16, BA+12 0-18, BA+24 0-21, BA+36 0-22, MA 0-22, MA+15 0-23, MA+30 0-23).

2. A combined Salary Schedule shall be created with a Generator Base of \$30,200 (includes Phase II). Phase II funds will be adjusted by the annual state supplemental aid percentage and will maintain the proportion cited in 2009 distribution equal to 16.08% of the total TSS allocation. A flat dollar amount shall be added to each cell based on the TSS allocation (after Phase II is deducted), plus carryover dollars from the prior year (e.g. 6/30/19 amount will be used for the 2020-2021 contract calculation), less FICA and IPERS amounts, times 97% divided by the number of FTE at the time of negotiations. For 2020-2021, that amount will be \$6,305. The 3% held back will fund any additional employees that are hired for the contract year

B. Advancement on Salary Schedule.

1. Increments.

An employee on the salary schedule shall be granted one increment on the schedule for one year of service. A year of service is defined as employment for a minimum of one semester during a contract year.

2. Horizontal Advancement.

a. To qualify for horizontal advancement, an employee, on or before April 1, shall file with the Superintendent a notice of intent to qualify for horizontal advancement on the salary schedule for the next contract year.

To advance horizontally on the salary schedule, an employee shall file transcripts with the Superintendent which certify that the required college or university credits have been earned. The transcripts shall be filed not later than thirty (30) days after the beginning of the contract year.

b. Teachers may use Recertification Credits toward salary schedule advancement as stated here.

- Up to six (6) Recertification Credits may be used to advance between any BA lanes.
- Up to six (6) Recertification Credits may be used to advance between any MA lanes.
- Recertification Credits earned before July 1, 2013, may not be used to advance between lanes.

c. Twelve (12) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA to BA + 12 lane.

- d. Twenty-four (24) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA+12 to the BA+24 lane.
- e. Thirty-six (36) semester hours of college or university credit, earned after the baccalaureate degree is granted, is required for advancement from the BA+24 to the BA+36 lane.
- f. A Master's degree with a major in one of the employee's teaching areas or a Masters program approved by the Superintendent is required for advancement to the MA lane.
- g. Fifteen (15) semester hours of college or university credit, earned after a master's degree recognized on the Salary Schedule is granted, is required for advancement from the MA to MA+15 lane.
- h. Thirty (30) semester hours of college or university credit, earned after a master's degree recognized on the Salary Schedule is granted, is required for advancement from the MA15 to MA30 lane.
- i. To qualify for advancement to the BA+12, the BA+24, and/or BA+36, hours earned must be in the employee's teaching area or related to his/her teaching assignment. All hours shall be submitted to the Superintendent for final approval.
- j. Employees desiring advancement on the salary schedule shall submit a description of proposed coursework to the Superintendent for approval prior to registering for said course(s).

C. Extra Duty Assignment.

If a principal asks a teacher to cover another teacher's class, and the teacher loses his/her planning period to do so, the teacher will be paid at the same hourly rate as stated in Article 7, Section H.

D. Extended Contract.

Salary for extended contracts shall be calculated on a per-diem basis. The per-diem amount calculations will not include TSS funds or Supplemental Salary amounts.

E. Activity Assignments.

The intent is that extra-curricular activities and clubs meet with their sponsors/advisors outside of the regular school day. Exceptions are to be approved by the building administrator. An employee who accepts an assignment to perform duties at an activity held after normal school hours and has not been otherwise compensated for performing such duties shall be paid at the rate of \$15.00 per activity.

F. Salary Installments.

1. Employees will receive their annual salary in 12 equal monthly installments beginning in September of any fiscal year.
2. Employees retiring from the District may elect to receive all remaining salary in June.

G. Direct Deposit.

1. All employees shall have their salary checks deposited directly in an account in the bank of their choice beginning in September of any fiscal year and continuing through the following August.
2. All employees shall notify the Central Office and complete required authorization forms prior to the implementation of direct deposit.

H. Professional Development.

Professional Development using Teacher Quality Professional Development and/or Iowa Core Professional Development funds will be paid at a rate of \$25 per hour. These funds are under the direction of the Teacher Quality Committee. If the State of Iowa eliminates both of these revenue sources, this section will be considered as "suspended" and will not be in effect unless the legislature restores the funding.

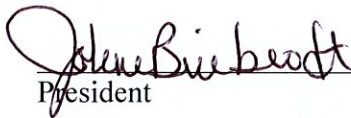
ARTICLE 8

EFFECTIVE DATE & DURATION

This Agreement shall become effective on the first day of July, 2021, and thereafter remain in full force and effect until June 30, 2023. The contract will be opened at the end of the 2021-2022 school year to negotiate pay and any other language items that are agreed to by both parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

 6-28-2021  
President Date

 6/23/21  
President Date

 \_\_\_\_\_  
Chief Negotiator Date

 6/21/21  
Chief Negotiator Date



EXHIBIT 1  
 ANAMOSA COMMUNITY SCHOOL DISTRICT  
 COMBINED SALARY SCHEDULE  
 GENERATOR \$31,353 + \$6,866 (FLAT DOLLAR EACH CELL) = \$38,219  
 2021-2022

STEP	BA	BA+12	BA+24	BA+36	MA	MA + 15	MA + 30
0	38,219	39,254	40,288	41,323	42,420	43,518	44,615
1	39,254	40,288	41,323	42,358	43,518	44,615	45,712
2	40,288	41,323	42,358	43,392	44,615	45,712	46,810
3	41,323	42,358	43,392	44,427	45,712	46,810	47,907
4	42,358	43,392	44,427	45,462	46,810	47,907	49,004
5	43,392	44,427	45,462	46,496	47,907	49,004	50,102
6	44,427	45,462	46,496	47,531	49,004	50,102	51,199
7	45,462	46,496	47,531	48,565	50,102	51,199	52,296
8	46,496	47,531	48,565	49,600	51,199	52,296	53,394
9	47,531	48,565	49,600	50,635	52,296	53,394	54,491
10	48,565	49,600	50,635	51,669	53,394	54,491	55,589
11	49,600	50,635	51,669	52,704	54,491	55,589	56,686
12	50,635	51,669	52,704	53,739	55,589	56,686	57,783
13	51,669	52,704	53,739	54,773	56,686	57,783	58,881
14	52,704	53,739	54,773	55,808	57,783	58,881	59,978
15	53,739	54,773	55,808	56,843	58,881	59,978	61,075
16	54,773	55,808	56,843	57,877	59,978	61,075	62,173
17		56,843	57,877	58,912	61,075	62,173	63,270
18		57,877	58,912	59,947	62,173	63,270	64,367
19			59,947	60,981	63,270	64,367	65,465
20			60,981	62,016	64,367	65,465	66,562
21			62,016	63,051	65,465	66,562	67,659
22				64,085	66,562	67,659	68,757
23						68,757	69,854

## Supplemental Contracts Current Schedule

All percentages are computed on a \$27,000 generator base.

<u>Group A</u> (14% - 16%)	<u>Group B</u> (11% - 13%)	<u>Group C</u> (9% - 11%)	<u>Group D</u> (7% - 9%)	<u>Group E</u> (7% - 9%)	<u>Group F</u> (6% - 8%)	<u>Group G</u> (4% - 6%)
Head Baseball	Head Cross Country	Asst. Volleyball	M.S. Band	H.S. Speech	M.S. Head Coach	Cheer - Basketball
Head Basketball	Head Golf	Asst. Baseball	M.S. Vocal		M.S. Weight Coord.	Cheer - Football
Head Football	H.S. Vocal	Asst. Basketball	Asst. Cross Country		Drama & Drama Club -	Cheer - Wrestling
Head Softball		Asst. Football			even years (2 plays)	Math Team (Math Club 2-4%)
Head Wrestling		Asst. Softball				Mock Trial - M.S./H.S.
H.S. Band		Asst. Track				Cheer - Competition
Head Track		Asst. Wrestling				
Head Volleyball		H.S. Weight Coord./Fitness Ctr. Super.				
Head Soccer		Asst. Soccer				
		Drama & Drama Club - odd years (1 play & 1 musical)				

### Group H (4% - 6%)

M.S. Assistant  
 Head Dance/Pom  
 March Band Choreo.  
 H.S. Student Council  
 M.S./H.S. Newspaper

### Group I (2% - 4%)

NHS  
 Clubs: French,  
 Spanish,  
 Science,  
 Interact,  
 Chess

### Group J (1% - 3%)

JETS  
 Invention Convention  
 Prom  
 Homecoming  
 Math Counts  
 Lego League

M.S. Student Council  
 H.S. Musical (3%)

All supplemental contracts are outside of normal school day.

Salaries: (Beg. - Max.) up 1/2% per year to maximum

Coaches will receive credit for prior experience only in the sport or sports they are assigned to coach.

A coach hired for a position for the first time may be granted credit for experience up to a maximum of four (4) years.