

NEGOTIATED AGREEMENT

BETWEEN THE

IOWA CITY EDUCATION ASSOCIATION

AND THE

IOWA CITY COMMUNITY SCHOOL DISTRICT

JULY 1, 2024 through JUNE 30, 2025

Non-Discrimination Statement

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity and socioeconomic status in its educational programs, activities, or employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Eric Howard, Director of Equity & Employee Relations, 1725 N. Dodge St., Iowa City, IA 52245, 319-688-1000, Howard.eric@iowacityschools.org.

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ARTICLE I PREAMBLE

Whereas, the Board of Directors (Board) of the Iowa City Community School District and the Iowa City Education Association (Association) recognize that the aim of the Iowa City Community School District is to provide a quality educational program for students, the parties agree that attainment of this goal is a responsibility of the Board, administration, teachers, other staff, parents and the community at large. The parties further agree that there should be an atmosphere of mutual respect and professional dignity.

The Board and the Association agree to negotiate in good faith with respect to the scope of negotiations as defined in Section Nine (9) of the Public Employment Relations Act.

Whereas, the parties have reached understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II RECOGNITION

- I The Board of Directors of the Iowa City Community School District (Board) recognizes the Iowa City Education Association (Association) as the exclusive and sole bargaining representative for the employees as certified by the Public Employment Relations Board.
 - A. The term "Board," as used in this agreement, shall mean the Board of Directors of the Iowa City Community School District.
 - B. The term "employee," as used in this agreement, shall mean all certificated professional employees represented by this Association in the bargaining unit as certified by the Public Employment Relations Board in Case No. 107.
 - C. The term "Association," as used in this agreement, shall mean the Iowa City Education Association, the bargaining unit. The ICEA is an affiliate of the East Central Uniserve Unit, the Iowa State Education Association, and the National Education Association, and these affiliations are not recognized as bargaining representatives nor does the resulting agreement apply to the affiliates.

ARTICLE III IMPASSE PROCEDURES

I Definition

Impasse is the failure of a public employer and public employee organization to reach agreement in the course of negotiations.

II Applicable Procedures

The impasse resolution procedures set forth in this article have been agreed upon pursuant to Section 19 of the Iowa Public Employment Relations Act.

III Mediation

If, by the date specified by Chapter 20, Code of Iowa to declare impasse, an agreement between the parties has not been reached, either party may send notification of impasse to the Public Employment Relations Board (PERB Board). That official notification shall include a list of all items upon which agreement has not been reached and a date when mediation will begin.

At the time the official notification of impasse is transmitted to the PERB Board, a request will be made to the Federal Mediation and Conciliation Service to designate a mediator. If a mediator from

this source is not available within five (5) days after the request is made, either party may request the PERB Board to appoint a mediator. Both parties shall continue bargaining until a mediator is appointed. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute, but the mediator may not compel the parties to agree.

The costs of mediation shall be shared equally by the parties to the dispute, as called for in Section 7.3(7) of the PERB Rules.

IV Arbitration

If an impasse persists 15 days after the mediator has first met with the parties, or if no agreement is reached by April 1st, either party may give notice to the other of arbitration. Within five (5) days of such notice the parties shall meet and attempt to select a single mutually acceptable arbitrator. If agreement on the arbitrator is not reached within such five (5) day period, either party may request a list of five (5) arbitrators from the Public Employees Relations Board. Within three (3) days of the receipt of such a list, the parties shall determine by lot which party shall have the right to strike a name from the list first. As a result of five alternate strikes each, the remaining person shall be selected as the arbitrator. Promptly thereafter, the parties shall jointly submit to the designated arbitrator a draft of agreements previously reached and a list of impasse items, and each party shall submit its positions on such impasse items. Prior to the time the package is submitted to the arbitrator, the parties will exchange final offer packages. Such an exchange will occur two weeks in advance of the arbitration hearing so that both sides will have the opportunity to negotiate and discuss the final package presented to the arbitrator. Neither party may amend the final offer unless agreed to by both parties. Only such specified impasse items shall be heard and considered by the arbitrator. The parties may continue to negotiate during the arbitration proceedings, provided that the arbitrator shall not participate therein.

Within twenty (20) days of the selection of an arbitrator a hearing shall be held by the arbitrator during which the parties shall present evidence relevant to such impasse issues. The arbitrator may examine witnesses and require the attendance of witnesses and the production of documents. The parties shall have the right to submit written briefs and arguments in support of their positions at or before such hearings.

Within fifteen (15) days after such hearings, the arbitrator will issue to the parties their written opinion and award with specific findings, conclusions and explanation thereof.

The arbitrator shall determine which of the parties' position on each of the impasse items constitutes the most reasonable final offer. The arbitrator shall then select one of the parties' final offers on each item and shall issue an award incorporating that offer without modification. An item for arbitration shall be defined as those items requiring bargaining in Section 20.9 of the Public Employment Relations Act. The arbitrator's opinion shall be final and binding except to the extent their authority is limited to Section 17.6 of the Public Employment Relations Act. The arbitrator shall consider: Past collective bargaining contracts between the parties; the items previously agreed upon by the parties, including the costs thereof; a comparison of wages, hours and conditions of employment of the employees involved with those of other public employees doing comparable work in the area of the state involved; the interests and welfare of the public; the ability of the employer to finance economic adjustments and the effect of such adjustments on the normal standard of service; the rights and responsibilities of the employer under Section 7 of the Iowa Public Employment Relations Act and under any relevant statutes, rules or regulation, or judicial decisions; and the power of the employer to levy taxes and appropriate funds for the conduct of its operation.

The costs of arbitration shall be shared equally by the parties to the dispute except that the costs of either party's witnesses and representatives shall be borne by the party.

V Regulatory Applications

The Iowa Public Employment Relations Act and all Public Employment Relations Board rules and regulations apply to this impasse procedure except for those deviations from Section 20-22 of the Act that are essential to the implementation of this impasse procedure.

It is mutually recognized that these impasse procedures will be in effect for collective negotiations that occur during all negotiations that occur under the provisions of the Iowa Public Employment Relations Act during the life and duration of this contract.

ARTICLE IV AUTHORIZED PAYROLL DEDUCTIONS

Federal income tax, State income tax, State retirement tax, and social security tax, an employee may authorize the following payroll deductions: health insurance premiums, dental insurance premiums, authorized annuities, charitable contributions as approved by the district's charitable contributions procedures, Iowa City Community School District Foundation, or other deductions mutually agreed upon by the Association and the Board. Annuities paid to the approved provider within the State of Iowa 403b plan shall be transmitted within ten (10) work days of the 15th of the month. It is mutually understood there are limitations on the number of payroll deductions.

ARTICLE V GRIEVANCE PROCEDURES

I Type I Grievance

- A. A Type I grievance shall be defined as an employee's or the Association's complaint of an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. Each employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures. The Association shall have a representative at each level of a formal grievance procedure.

The failure of the employee 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 employee to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing. A request to extend the time limits shall be made prior to the deadline date.

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the teaching staff. However, if there is mutual agreement, in writing, to process the grievance during the school day, the employee and an Association representative, if Association representation is desired by the employee, shall be provided with paid substitutes and charged against Association leave.

C. Grievance Steps

1. First Step

Within ten (10) school days from the date of the event giving rise to the grievance or within ten (10) school days of knowledge of the grievance, an attempt shall be made to

resolve the grievance in informal discussion between the grievant and their immediate supervisor. An employee has a right to representation at this and every step of the grievance process.

2. Second Step

If the grievance cannot be resolved informally, the employee may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the Agreement that pertain to the grievance, and state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the informal meeting date. The supervisor shall make a decision in the grievance and communicate it, in writing, to the employee and the superintendent within ten (10) school days after receipt of written notice of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the employee may file within five (5) school days after such written grievance is filed, the employee and superintendent or their designee shall meet to resolve the grievance. The superintendent or their designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

4. Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth and final step. Within ten (10) school days, the Association and the employee may submit the grievance in writing to binding arbitration. An employee may submit a grievance to arbitration only with approval of the Association. Within ten (10) school days of written notice to submit the grievance to arbitration, the Board or the superintendent and the Association Representative shall meet and attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, a request for a list of five (5) arbitrators will be made to the Public Employee's Relation Board (PERB). Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the Board or the superintendent and the Association to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue their decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.

Their authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing, by the Board and the employee, and their decision must be based solely and only upon their interpretation of meaning or application of the expressed relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

II Miscellaneous

A. Reprisal

The Board will not interfere, restrain, or coerce an employee with respect to the adjustment of grievances.

B. Separate Grievance File

All documents, communications, and records dealing with a grievance shall be kept in a grievance file that is separate from the employee's personnel file. Although any grievance related forms will not be in the employee's personnel file, copies of evaluations, disciplinary documents, and other documents that may be related to the grievance can exist in the employee's personnel file. Each employee shall have the right to review the contents of their grievance file. A representative of the Association at the employee's request may accompany the employee for the review.

C. Group Grievance

If a group of employees has the same complaint, they may submit the complaint to the grievance procedure beginning at the first step and the grievance may be processed through all levels of the grievance procedure. All employees involved in the grievance shall be present at all steps of the grievance process unless excused by mutual agreement.

D. Efficiency of Process

1. If an employee files any claim or complaint related to the specific provisions of the Agreement other than under Type I grievance procedures of the Agreement, then the school district shall not be required to process the same claim or set of facts through the Type I grievance procedure.
2. Any complaint or grievance arising out of the termination or non-renewal of an individual teacher shall be subject to either the Type I grievance procedure, or the procedures established under Chapter 279 of the code of Iowa and/or other applicable statutes, rules or regulations concerning issuance, continuation and termination of teachers' contracts, but not both. In the event an employee elects to file a grievance under this provision, any grievance procedure will become void and procedure cease upon a request for a 279 hearing being filed.

The teacher retains discretion in selecting which process but not both.

E. Year End Grievances

1. The time limits for grievances extending beyond the close of the school year shall consist of District workdays.
2. Beginning with the formal step (Step Two) of Type I and Type II grievance, the original copy of the grievance form shall be signed and returned to the grievant.
3. If a grievance is filed prior to the end of the contract term it will be process under the terms of this ARTICLE even though the contract expires prior to the time the grievance is decided or submitted to binding arbitration.

F. Association Grievance

1. The Association may grieve but such grievance is limited to the following situations:

- a. Decisions made by Central Office Administration that have districtwide implications.
 - b. Decisions made by the Board that have districtwide implications.
 - c. On behalf of terminated employees who have allegedly had their recall rights violated.
2. Association grievances shall be initiated at the superintendent level of the grievance procedure; however, an informal discussion step at the superintendent level will be the required first step of the procedure.

ARTICLE VI SICK LEAVE

I Accumulative Benefits

Regularly employed personnel shall be granted leaves of absence for personal illness or injury or for follow-up treatment of same. Female employees are entitled to sick leave during the period they are unable to perform regular duties due to a pregnancy and subsequent recovery.

In case of personal illness or injury, the employee shall be granted full pay for ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days the sixth year and each subsequent year with a maximum accumulation of one hundred thirty-five (135) days. When a substitute is normally required, but arrangements have been made with the employee's building principal or designee for coverage of the employee's assignment, sick leave may be taken in one-hour increments.

A day of sick leave shall be that of the employee's workday. The minimum unit of sick leave used shall be one hour increments; however, substitutes will only be available for half day or full day sick leave. Employees that desire to utilize sick leave in hour increments will be responsible for securing coverage, from within the building, for their position during the use of sick leave with the permission of the building administrator. An employee will not lose more than five (5) equivalent sick days in a week unless an employee request for sick leave for evening parent-teacher conferences causes the weekly total to equal more than five (5) days in a week. Employees who are employed before the 90th student day will be credited with a full ten (10) days of sick leave. Employees who are employed after the 90th student day will receive five (5) days of sick leave for their first appointment period.

Unused portions of sick leave will be accumulated in the same manner as for regular full time employees.

II Confirmation

The Board of Directors, as authorized in section 279.40 of the Code of Iowa shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for the leave of absence.

III Notification of Accumulation

Employees may verify their accumulated sick leave by utilizing the District's online leave system.

IV Elective Surgery

Leaves of absence for personal illness shall not be granted for elective surgery which can be deferred to a time other than during the school year.

V No Transfer of Sick Leave

Newly hired employees shall not transfer unused accumulation of sick leave days from their last employing school district.

VI Reporting Absence

Employees who will be absent shall use the district's defined protocol to facilitate the securing of a substitute teacher. Employee absences should be reported to the automated services, if possible, prior to 7:00 a.m. of the day of the absence. After 7:00 a.m. has passed, the employee will call Substitute Services at the Educational Service Center (319.688.1010) for same day absences only. In addition, the employee should notify the building principal or designee of their absence prior to 7:00 a.m. on the day of the absence unless there are mitigating circumstances.

An absent employee should call the building principal prior to 2:15 p.m. to report whether or not they are able to return to duty the following day.

If the absent employee is unable to call by the specified time, then a call must be made to the district's automated services by the employee indicating whether they plan to return or if a substitute is needed for the following day.

VII Insufficient Sick Leave Accumulation

The school district provides Worker's Compensation insurance to cover medical treatment for injuries sustained on the job. This insurance also provides loss-of-time benefits when an employee is absent from work for more than seven (7) days due to an on-the-job accident. Other disability benefits are described in Section C of the insurance Article found in this agreement.

VIII Family Illness

All employees shall be granted use of sick leave at full pay for illness of an employee's immediate family, as defined in "Bereavement Leave". Use of this leave shall be charged against the employee's sick leave accumulation (For additional information, see Article VIII, Temporary Leaves of Absence, Section I, Bereavement Leave). When a substitute is normally required, but arrangements have been made with the employee's building principal or designee for coverage of the employee's assignment, family illness leave for an acute medical condition may be taken in one-hour increments up to a maximum of two hours per day.

VI IX Parental Leave

All employees shall be eligible for a parental leave following the birth or adoption of a child. The leave will be charged against accumulated sick leave. Employees will be granted parental leave up to a maximum of fifteen (15) days for the birth of a child and fifteen (15) days for the adoption of a child.

ARTICLE VII TEMPORARY LEAVES OF ABSENCE

I Bereavement Leave

Teachers shall be granted a leave of absence at full pay for funerals of immediate family. Absence due to death in the immediate family shall be paid in full not to exceed five (5) days. The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew, first cousin, grandmother,

grandfather or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner. The employee shall file with their principal/supervisor; a bereavement leave form within three (3) days of their return.

Bereavement leave may commence on the day of the family member's death. If circumstances require bereavement leave be used in non-consecutive days, such use is permissible.

Teachers shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends.

II Bereavement Leave for Funerals of People Associated with the School District

Leave for funerals of people associated with the school district shall be handled in the following manner:

A. For deaths of people currently employed or a student enrolled in the district.

Employees who are in the same building or who worked directly with the deceased employee may be excused for the funeral without any leave being charged against their absence. Other employees may use bereavement leave.

B. For deaths of people who have worked in the district during the past five (5) years, but who are presently not employed by the district.

Buildings may send a representative of staff (3 - 5 people) to the funeral without any leave being charged. All other employees may use bereavement.

C. In other circumstances bereavement leave may be granted for employees to attend the funeral or spend time with the family.

III Discretionary Leave Granted By Superintendent

In the event that a life threatening (catastrophic) medical situation (intensive care, final stages of an incurable disease, or incapacitating injury) occurs to an employee's parent, spouse, brother, sister, domestic partner or child, the employee may, after exhausting all other applicable leaves, apply to the superintendent or their designee for paid discretionary leave not to exceed 45 contract days in any one school year.

In the event the superintendent or their designee grants the paid discretionary leave for the life threatening (catastrophic) medical situation, employees with over 45 days of accumulated sick leave would be eligible to contribute up to 5 sick leave days to an employee leave pool established for the sole purpose of covering the paid discretionary leave granted by the Superintendent or designee.

IV Personal Leave

Employees shall be granted four (4) days leave per year for personal business at the discretion of the employee. Employees may carry over a maximum of two (2) days of personal leave to the following school year. Employees that end the year with a personal leave balance of at least two days may cash in one unused day for \$175 and still carry over up to two personal days. Employees that have a personal leave balance under 2 days at the end of the year are not eligible to cash in a day.

Employees requesting the use of three (3) consecutive personal leave days must submit their request to their immediate supervisor 14 days in advance.

Employees may request the use of four (4) or five (5) consecutive personal days. Such requests may be granted by the employee's immediate supervisor and the superintendent or their designee if all of the following criteria are met:

- At least 30 days advance notice is provided by the employee to the employee's immediate supervisor and the superintendent or their designee
- The employee secures a substitute other than a building sub for the duration of the personal leave

Personal leave use extending beyond three (3) days shall only be available to one (1) employee at a time in buildings with fewer than thirty-five (35) teachers and shall only be available to two (2) employees at a time in buildings with thirty-five (35) or more teachers.

No personal leave will be granted the day before or the day after Thanksgiving Break (including adjacent parent teacher conference compensation days), Winter Break and Spring Break.

No personal leave will be granted prior to the tenth school day of the year or after the 10th to last school day of the year. Additionally, personal leave may not be taken in conjunction with sick leave at any time during the year. In unusual circumstances, an employee may appeal to the superintendent or their designee for an exception.

No more than 5% (five) percent of the district staff shall be granted personal leave for any one day.

V Professional Leave

Employees may be granted professional leave to annually attend one (1) professional conference, seminar, or other professional development opportunity of the employee's choice. Required District professional development shall not be counted against leave in the first sentence. An employee that desires to present at a conference must request permission prior to the submission of materials for consideration by the conference if the employee will also be requesting professional leave. If employee fails to request professional leave until after finalizing participation at the conference, professional leave will not be granted. Such requests shall be in writing and emphasize increased student learning and quality professional development. Employees approved to attend such activities may be allocated appropriate travel, meal, lodging and registration expenses via Teacher Quality/District Professional Development monies. Professional leave requests shall:

- Build teacher capacity to support district ends policies and academic goals
- Align with district and building comprehensive school improvement and professional development plans and self-study curriculum review
- Be based upon data and needs assessment to determine student learning needs-academic, social/emotional and behavioral
- Select researched based strategies that have resulted in significant student achievement gains
- Be sustained, intensive, and classroom focused
- Align with the Iowa Teaching Standards and Criteria
- Organize learning communities that are aligned with building and district goals
- Align with district instructional practices, curriculum, materials and assessments

The district will support up to ten (10) days per year for the entire bargaining unit for employees to be presenters at a professional meeting or to serve as an officer in a state or national professional organization. The district will provide the substitute.

If the host organization pays a stipend or honorarium to the employee, the following options are available to the employee:

- Accept the honorarium or stipend and take the personal leave day provided by the Negotiated Agreement

- Accept the honorarium or stipend and receive a deduction in pay for the day(s) absent from the district
- Reject the honorarium or stipend
- Return the honorarium or stipend to the business office and receive regular pay

Professional leave will be granted when an employee is obeying a subpoena or appearing in court when the employee's presence is required in the performance of professional duties.

VI Association Leave

The Association will be allowed up to a total of twenty-five (25) days per year for use by officers and/or representatives, unless it is a designated negotiation year and then the association will be allowed an additional five (5) days. The Association will reimburse the school district for the substitute salary of teachers using Association Leave.

The employee to be absent will give at least five (5) school days prior notification to the superintendent or their designee. The Association will be given ten (10) days of leave for the exclusive use of the President.

VII Court Required Appearance

An employee may be granted leave for jury duty, appearing under a subpoena or for other court appearances required to fulfill one's civic duty. The employee must provide documentation of required appearance in court prior to taking the leave. Court required leave is not available to an employee that is a plaintiff or a defendant in a legal matter that is not related to the employee's professional responsibilities or that the employee initiates. No deduction from compensation shall be made. Employee must remit any compensation provided by the State or Federal Government to the School District for serving on a jury, if employee receives their regular compensation from the District during the time of jury service.

VIII Military Leave

A leave of absence will be granted to members of Reserve Forces for reserve training purposes or disaster duty, but not to exceed a total of 30 days in any calendar year.

Employees absent because of military training will receive salary in accordance with State and Federal laws governing the employer's salary obligation to such individuals.

IX Leave Without Pay

An Employee may be granted leave without pay by submitting application for such leave with their principal/supervisor and the superintendent or their designee. Such application shall be made at least three (3) days in advance of the leave beginning.

X Religious

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused for a maximum of two (2) days by the responsible administrator/designee. The employee can use two types of leave: personal and/or leave without pay.

XI Reporting Absence

See "Reporting Absence" in ARTICLE VI – Sick Leave.

ARTICLE VIII EXTENDED LEAVES OF ABSENCE

- I An employee is eligible to apply for a leave of absence without pay or benefits as provided in this article. Such a leave may be granted for one (1) contract year or any part thereof. A leave may be renewed for one (1) additional year or any part thereof. A leave of absence may be granted for the following reasons:

A. Political Leave

Employees wishing to seek, serve, or hold public office (local, state, or national) may request leave of absence through the office of the superintendent of schools to the Board of Directors. The leave of absence may be requested on the basis of time needed by the employee. The responsibility of the Board of Directors to the pupils and the educational program of the district, the interruption of the continuity of the educational program, and the availability of a replacement shall constitute the basis for Board consideration and decision. Requests shall be submitted a minimum of sixty (60) days in advance of the anticipated leave.

The Board of Directors maintains the option of determining the number of such leaves that may be granted at any time.

B. Personal Leave

Employees may request extended personal leave for the following reasons:

1. Family Responsibility - infant/child care or care required by any member of the immediate family, as defined in Article VII of this agreement, due to serious illness or injury.
2. Personal Disability - recovery from illness or injury for a period beyond accumulated sick leave.

Leave may also be requested by a female employee due to a pregnant condition beyond the period determined by medical authority as that during which the employee is unable to perform regular duties.

3. Upon recommendation of the superintendent, for such reasons as the Board may deem to be good and sufficient.

C. Educational Leave

Employees may request a leave of absence for advanced study or travel if deemed appropriate improvement in the employee's field in education.

Each request for such leave shall include a plan of study or travel itinerary which will be evaluated by the superintendent or their designee and submitted to the Board with recommendation.

D. Association Leave

An employee may request a leave of absence for the purpose of serving as an officer of the Association, its affiliates or on its staff. Requests shall be submitted a minimum of sixty (60) days in advance of the anticipated leave except as waived by the Board in cases of emergency. Each request for such leave shall be evaluated by the superintendent and submitted to the Board with recommendation.

E. Outside Teaching

Employees may request a leave of absence to join VISTA, the National Teachers Corps, or to serve as a teacher in any domestic or overseas program or institution. Requests shall be evaluated by the superintendent or their designee and submitted to the Board with recommendation.

F. Other Leaves

Employees may request a leave of absence for reasons other than those specified in previous paragraphs of this Article. Each request shall be in writing, shall state the purpose of the leave, and be submitted to the superintendent or their designee for evaluation. The superintendent or their designee shall submit the request to the Board with recommendation.

II Employees on extended leave without pay shall not receive credit for advancement on the salary schedule for the period of their absence unless the leave is for teaching in a duly accredited institution as recognized by the North Central Association or similar accredited agency and/or State of Iowa Department of Education.

III Failure of an employee to fulfill the stipulations of the leave of absence shall render void all re-employment rights of said employee.

IV Employees on extended leave will be returned to the same or similar position they held prior to the leave. There will be no guarantee of return to the original position.

Notification of intent to return to the district shall be made in writing to the Board by February 15 of the year the employee is on leave. Failure to comply with the above notification date will be treated as a voluntary resignation.

V The Board reserves the right to delay action on any leave request until a suitable replacement for the teacher has been secured.
The suitability of the replacement shall be determined by the Board.

ARTICLE IX ASSIGNMENT

The superintendent of schools has the authority and responsibility to recommend to the Board for their approval, the assignment of all district employees. Any employee who is assigned to more than one building shall have one building designated in writing as the primary place of assignment by September 20th. This does not restrict the district's right to change the primary place of assignment after September 20.

I Publication of Notice of Vacant Positions

~~A.~~ During the school year the superintendent's office shall publish on the district's website a notice of vacancies that occur and will be filled during the school year. All vacancies shall remain open for one week after the initial posting date, unless the position is posted within twenty-one (21) calendar days of the first day of class in the school year. In such circumstances, the position must remain open for three (3) days. This publication shall be made available to all certificated staff. All vacancies shall be defined by title or position, and shall note the school having the vacancy. A role description shall be available upon request.

B. Vacancies that occur in areas where staff reduction has occurred and for which employees have recall rights will not be posted until all of these employees have been appropriately placed. Prior

to hiring a new employee to a position, that position will be posted. Notice of all vacancies will continue to be posted on the district's website during the summer.

II Procedures for Filling a Posted Vacancy

- A. Employees who desire to apply for an existing vacancy shall apply online using the District's application process for internal applicants.
- B. During the school year, the deadline for filing an application shall usually be one week after the initial posting of the vacancy, unless otherwise specified in the posting. In the period between the end of one school year and the beginning of the next school year, all openings will be posted on the District's website and interested employees may apply online using the District's application process for internal applicants.
- C. Within ten (10) days of Board approval all employees who had requested the opportunity to fill a posted vacancy shall be notified of the filling of such vacancy.
- ~~D.~~ Employees who apply for posted vacancies shall be given first consideration in the filling of such vacancies. The District will interview the most senior applicant deemed qualified from within the district. This does not preclude a new person being appointed from outside the staff if that person is deemed to be best qualified for the particular position, considering experience, competency, and training.
- E. Part time employees wishing to be considered for additional employment for a posted vacancy shall apply in writing to the office of human resources and complete the internal online application for the position. The employee's formal evaluation and other assessments of their work performance in their part time position shall be the basis of the disposition of the employee's application. If a part time employee wishes to be interviewed as part of the selection process, the employee shall be granted that option. If the request for additional contract time is denied, the employee may request the reasons for denial be provided in writing.
- F. Exchange of employees may be contracted for time periods mutually agreed upon by all employees and administrators involved but not to exceed a school year. While the exchange is in effect, the involved employees shall retain their unit of prior professional assignment.

III Administrative Initiated Change of Professional Assignment

- A. The superintendent has the authority and responsibility to recommend to the Board for their approval the changing of the employee's place of assignment.
- B. The following procedure shall be followed by administrators in arranging for change of professional assignment:
 - 1. Employees to be reassigned shall be consulted privately by their current administrator/supervisor and told the reason or reasons for the reassignment prior to any final decision to affect it. The reason (or reasons) a reassignment is needed shall be documented in writing and a copy provided the employee(s) to be transferred if requested.
 - ~~2.~~ In determining which individual will change assignment, the administration will take the following into consideration any or all of the following: staffing needs of the home building, staffing needs of the receiving building, program needs of the building/district, years of experience in the district, years of experience outside the district, type of license currently held, certification, additional relevant endorsements, relevant advanced degree(s), and major field(s) of degree training, most recent educational training, and quality of professional experiences as evidenced through evaluation procedures.

3. Upon completing a reassignment, the superintendent's office shall notify the reassigned employee, in writing, concerning building and assignment, title of position, role description, and administrator/supervisor to whom they will be accountable within five (5) work days of Board action.
 4. When a reassignment takes place after the first student day, the employee will be given up to three (3) days to set up the classroom and adjust instructional and curricular plans if the new position is in a different building and up to two (2) days if the position is in the same building.
- IV Employees will normally continue under their current assignment for the succeeding year unless notified otherwise, by the last workday for teachers, or unless demographic shifts and instructional exigencies necessitate employee reassignment after the above date. Under these conditions, the affected employee and administrators will be notified as soon as possible.
- V If an extra-service vacancy occurs within 10 school days of the beginning of the extra-service activity, the above publication and application procedure may be waived by the superintendent or designee.
- VI A teacher may request to have their child attend the school in which the teacher is assigned to teach.
- A. The request must be made within the District's timeline for voluntary student transfers.
 - B. A request that complies with the District student transfer timeline will be granted.
 - C. Requests submitted after the voluntary student transfer deadline may be considered but the District is not obligated to approve the request.
 - D. A teacher that is reassigned to a new building after the District's voluntary student transfer deadline may submit a request to the Assistant Superintendent and Director of HR to have their child reassigned to the teacher's new building. Such a request will be granted unless granting the request would place (or it is reasonably anticipated that it would place) the school or grade level above the class size cap as of the first day of school.

ARTICLE X STAFF

I Seniority

Seniority shall be defined as an employee's length of continuous service as a certificated staff member in the bargaining unit with the Iowa City Community School District. Seniority shall begin to accrue on the employee's date of hire (as defined in Section VI). Full time shall mean those employees who are contracted for .75-time or more for an expected 9 months per 12 month period. Employees who are contracted for .74-time or less for an expected 9 month period will be granted .5-time seniority for staff reduction purposes with the exception noted in Section VI-A of this article. Staff members are listed in only one category. If a teacher moves from one category to another category, their seniority days are transferred with the teacher. - Seniority provisions of this article shall be administered within the following categories:

Art	Business/Vocational Ed.
Driver's Ed	Elementary Classroom
Elementary Guidance	ELP
ELL	Family & Consumer Science
Foreign Language	General Music
Health	Industrial Tech
Band	Language Arts
Orchestra	MARS

LARS
Math
P.E.
Science
Social Studies
Vocal Music

Teacher Librarian
Reading/Title I
Secondary Guidance
Special Education
Miscellaneous

II Seniority Computation

Approved extended leaves of absence shall not be considered as a break in seniority; however, the individual employee's seniority shall be frozen at the level earned at the time the leave was taken. Seniority shall be considered only from the time most recently employed in the bargaining unit.

III Seniority

On or about December 15 of each school year, the Superintendent/designee will provide the Association with a list showing the seniority of each employee. In addition, an email will be sent to employees indicating that the seniority list has been posted on the District's website. When calculating days of seniority, the office of the Chief Human Resources Officer will use the previous June 30 as the ending date. The Association or an employee has ten (10) school days to notify the office of the Chief Human Resources Officer if they want to appeal a seniority date listed. After the ten (10) days and the appeal is upheld, the correction will be changed and posted on the website by January 15, but new lists will not be printed until the following December 15.

IV Miscellaneous

Application of this Agreement will not conflict with equal opportunity programs of the Board.

ARTICLE XI HEALTH PROVISIONS

I Physical Examinations

It shall be the policy of the Board of Directors of the Iowa City Community School District that all employees specified in accordance with the Department of Education School Rules of Iowa, Chapter 3.4 (13/14) as described in the employment contracts of the district, shall submit to the office of personnel, a certificate from their physician stating that the individual has been examined by the physician and found to be free of contagious disease, particularly tuberculosis, and that the individual is physically capable to teach and/or render service while in no way endangering public health.

The Board of Directors agrees to compensate each employee up to forty dollars (\$40) toward the cost incurred in meeting the above public health requirements but not to exceed the total cost of the examination or to establish a district procedure to obtain the necessary physical examination to meet the Department of Education guidelines. The district shall retain the right to select the district-provided physical for employees. If the district chooses to have employees obtain the district provided physical, those employees may still select to obtain the physical from a physician of their choice; however, the district is not responsible for any reimbursement for any associated expenses. Each employee who is required to have a physical shall be notified, in writing, with the issuance of their contract. In order to be reimbursed for a physical examination, a "paid" receipt must be submitted to the office of personnel. Reimbursements shall be paid within thirty (30) days of submission.

ARTICLE XII SAFETY PROVISIONS

I Unsafe and Hazardous Conditions

The school district shall provide safe conditions of work and special clothing, equipment, and devices as required by applicable state or federal rule or regulation. The district shall notify the building administrator who shall have the responsibility to inform building employees of any testing involving abatement for hazardous conditions in the building. A copy of the notice will be sent to the ICEA President. Within ten (10) calendar days of receipt, the district shall notify and make available to the faculty an explanation of the results of any testing of which the district has knowledge, including water, asbestos, mold, lead, and air, done regarding safety in buildings. The District will inform the ICEA President and the staff of the affected building of testing results for hazardous materials or conditions that do not require abatement, when the results of the testing do not fall within recognized safety parameters.

II Liability Coverage for Employees

The Board shall secure and pay premiums for a liability policy for employees which shall provide for the legal defense and coverage of liability claims filed against the employee based upon certain work related activities as provided for in the liability policy.

III Assault of an Employee

A. Legal Assistance

The Board shall give support including legal and other assistance for any assault upon the employee while acting in the discharge of their duties on school property or when supervising school sponsored activities.

B. Leave

The Board of Directors shall grant up to ten (10) days per year of additional sick leave for absences caused by injuries suffered in an unprovoked assault while on school property or while supervising school sponsored activities.

C. Reporting Assaults

Employees shall immediately report to their principal or other immediate supervisor and may report to the police cases of assault suffered by them in connection with their employment.

Such notification shall be immediately forwarded to the Association and to the superintendent by the employee's principal/supervisor.

IV Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing, eyeglasses, dentures, or personal property damaged or destroyed while the employee is acting in the discharge of their duties within the scope of their employment. This provision does not apply to lost or stolen items.

V Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be evacuated when the proper authorities deem it necessary.

No employee shall be required to search for a bomb.

VI First Aid

The Board shall provide in each building trained personnel to ensure the availability of first aid treatment for employees.

VII Disclosure

At the discretion of the superintendent/designee, information will be released to staff if a situation exists in which there is an immediate need for information to avert or diffuse certain unusual conditions or disruptions related to a health or safety emergency (such as criminal acts, weapons, or drug offenses).

VIII Identification

The district will provide photo ID's for all employees.

ARTICLE XIII FACILITIES AND EQUIPMENT

I Facilities

- A. Space shall be reserved in each school for the use of employees as a lounge. Employees shall exercise reasonable care in maintaining the appearance and cleanliness of the lounge and it shall be regularly cleaned by the school's custodial staff.
- B. Off-street parking shall be provided to the level of available space and identified for employee use with reserved space near an entrance for traveling employees identified. Each school will provide enough designated parking spaces to accommodate traveling teachers to that building at any one given time.
- C. The Association shall have the right to hold meetings on school district property provided such meetings do not interfere with scheduled school activities. Meetings involving the total district staff must have approval of the principal of the facility to be used and the superintendent or their designee at least three (3) days in advance of the meeting. Meetings involving the staff of a particular building, such as those meetings called by the Association's building representative, shall require approval of the building principal of the facility to be used at least two (2) days in advance of the meeting.
- D. The Association shall have the right to use the district mail service, employee mailboxes, including email and faculty bulletin boards for announcements appropriate for the conduct of the Association's business.

II Equipment

- A. The school district shall provide a serviceable desk or workspace, chair, private access to a computer with internet access and use, and at least two drawers of file space for use by employees at the designated home school. Lockable storage space will be made available at each building.
- B. Employees shall be given keys to their teaching stations and shall be allowed to have or to check out, with reasonable regulations, keys to the lounge, work area, interior hallway gates, and outside door.
- C. Employees may use telephones that shall be available in each school for their local calls.

- D. Special Education teachers shall have, in their room, lockable file drawers for storage of Individual Education Plans.

ARTICLE XIV WAGES AND SALARY

I Schedules

The salary schedule for certificated staff for the school year is set forth in Appendix C which is attached hereto and made a part thereof. Part-time employees will be paid on a prorated basis of the teaching load at the school of assignment.

II Placement and Advancement on the Salary Schedule

A. Salary Schedule Placement and Advancement

Each employee shall be placed in a lane and on a step of the salary schedule as of the effective date of this agreement.

Teachers new to the profession will start at step 1 on the salary schedule. Teachers hired by the district with one (1) or more years of experience will be placed on the salary scale at the district's discretion.

B. Credit for Experience

Credit up to the 14th step of any salary level on the employee salary schedule shall be given for prior outside, comparable teaching experience in a duty accredited school upon initial employment. Requests for additional credit for non-teaching experience may be submitted to the superintendent/designee for evaluation.

C. Increments

As a result of the collective bargaining process and agreement for the 2023-2024 school year only, returning employees shall not advance on the salary schedule one (1) step vertically. Movement on one (1) vertical step on the salary schedule will resume for the 2024-2025 school year unless agreed to otherwise by both sides during the collective bargaining process.

D. Educational Lanes

Employees on the certificated salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding *eligible step* on the higher lane. For a certificated employee to advance from one educational lane to another, they shall file the required evidence of additional credit with the superintendent's designee no later than September 10 of each academic year. Pay adjustments for additional educational credit shall be made only once annually and shall be retroactive to the beginning of the contract year.

For the purpose of placement and advancement on the salary schedule, training levels are defined as follows:

Bachelor's Degree	at least a bachelor's degree
Bachelors + 20	at least 20 semester hours beyond a bachelor's degree; graduate, undergraduate, or professional growth credits which are in a field related to the teaching assignment

Bachelors + 45	moving from BA and/or BA+20 to BA+45 is no longer an option after September 10, 2008. All employees currently on this lane before that date will be grandfathered in and stay on the master's lane
Masters	a master's degree in a field which is related to the teaching assignment
Masters + 15	at least 15 semester hours beyond the master's degree; graduate or professional growth credits which are in a field related to the teaching assignment
Masters + 30	at least 30 semester hours beyond the master's degree; graduate or professional growth credits which are in a field related to the teaching assignment
Masters + 50	at least 50 semester hours beyond the master's degree; graduate or professional growth credits which are in a field related to the teaching assignment
M.F.A	a master of fine arts degree in a field which is related to the teaching assignment
Ed.S.	an educational specialist's degree in a field which is related to the teaching assignment
Ph.D.	a doctor's degree in a field which is related to the teaching assignment

It is understood that "hours beyond" as used above means credits earned after the conferring of the respective degree.

There are two ways to earn "hours beyond":

1. College or university course work. For BA and BA+20 (the BA+45 lane was discontinued after September 10, 2008) lanes, lane change credit may be earned through completion of undergraduate or graduate course work in a field related to the employee's teaching assignment. For MA, MA+15, MA+30 or MA+50 lanes, lane change credit may be earned through completion of graduate course work in a field related to the employee's teaching assignment.
2. Professional growth credit. A maximum of 5 professional growth credits may be applied to any one lane change request if the employee is attempting to move to a BA+20 lane. Any employees being compensated on the BA+45 lane as of September 10, 2008 will continue to be compensated on that lane until they change lanes or leave the district. A maximum of 3 professional growth credits may be applied to any one lane change request if an employee is attempting to move to an MA, MA+15 or MA+30 lane. Professional growth credit must have pre-approval from the Chief Human Resources Officer/designee. This credit is earned through participation in:
 - a. classes not taken for college credit
 - b. meetings, workshops, conventions
 - c. professional travel

Any employee with an M.F.A., Ed.S. or Ph.D. degree will be placed on the Masters + 30 lane.

- E. The Board has the sole right to determine the definition of "comparable teaching experience" as used in subsection B above and of a "field related to the teaching assignment" as used in subsection D above.

III Method of Payment

A. Pay Periods

Certificated employees shall be paid 1/12 of annual salary once every month, September through May. These employees have the option to receive the remaining 3/12ths of their salary in three checks in June or in three checks June, July, and August. Checks will be available in the assigned building on regular school days or may be deposited to the employee's account in a designated bank in the district. Employees on extended contracts shall be paid 1/12 of their annual total salary once each month for the period of the contract with the option to receive the balance in one lump sum or monthly.

B. Pay Dates

The pay day for certificated employees shall be the fifteenth (15th) of each month unless the 15th falls on a designated Board Office holiday or weekend when paychecks shall be distributed on the last preceding work day.

Employees on extended contracts shall be paid on the 15th each month.

C. Summer Checks

Payment for summer work shall be mailed to the address provided by each employee or deposited to the employee's account in a designated bank in the district, or payment may be picked up at the business office.

IV Extended Contract Rate and Summer Employment

A. Extended Contracts

Any certificated employee, except new to the district employees on 186 day contracts, whose teaching assignment exceeds 184 days shall be paid for the extra days at their per diem rate. Per diem rate is computed by dividing the annual base salary by 184 or 186 days and multiplying the resulting daily rate by the number of extra days assigned. Extended contracts shall be issued at the same time an employee receives their teaching contract. This does not prevent the district from adding additional "extended" days after the issuance of the original contract.

B. Summer Employment and Extended Contract Rate

Payment for summer employment for curriculum projects shall be at the rate of \$25.00 per hour. The amount paid for instrumental music will be \$55 per student for the summer. Payment for teaching summer school will be at the employee's per diem rate for the previous school year for Head Summer School Teachers. Assistant summer school teachers will receive a contract at \$17.00 per hour.

Under grant funded projects regulated by state or federal guidelines, maximum pay rate will supersede the employee's per diem rate.

V In-District Travel

Employees designated by their immediate supervisor to travel shall be reimbursed at the maximum rate allowed by law, for the use of a private automobile in moving from building to building within the district while in the performance of their assigned duties, with the exception of travel to and from work and home, and for travel between buildings for meetings.

VI Extra-Service Contracts

The Board recognizes the extra-service activities listed in Appendix C.

An employee may receive a separate contract for an extra service assignment. A teaching assignment, such as the extra-service pay for band, orchestra, chorus, BPA, SkillsUSA, FCCLA, drama, debate, yearbook and newspaper shall be included in the teacher's contract.

Extra-service contracts in athletics shall be issued in accordance with Chapter 279.19A, Code of Iowa (1984). Extra-service contracts shall be issued within ten (10) school days following approval by the Board.

A committee will be formed and meet at least once every three years consisting of representatives from across the Extra Service Activities Appendix (C). The committee will consist of an equal number of administrators and teachers. Teachers will be selected by the Association president or their designee. The Committee will make recommendations to the Board concerning the continuity of the extra service duties listed in the contract.

VII Districtwide Coordinator Assignments

Coordinator assignments, which are not part of the employee's continuing contract, will be made by the superintendent or their designee on or before March 31, for the following school year. These appointments will be on a one (1) year basis.

When a coordinator's assignment is terminated, the employee will be reassigned to a teaching assignment per the assignment procedures outlined in Article IX. When a coordinator's assignment changes due to a curriculum review study year, the coordinator will be allowed, if they choose, to remain in or return to the same seniority category (as defined in Article X) and only the same building(s) in which they served in the school year immediately prior to the curriculum coordination study year. However, if a position in the same seniority category no longer exists in the same building(s), the district is released from offering the coordinator a position in that/those buildings.

The amount of supplemental pay for coordinators is set forth in Appendix D.

VIII Notification of Change in the District's Early Retirement Policy

The Board of Directors will notify all certified staff on or before February 1st one calendar year in advance, about any changes to the Iowa Community School District's early retirement policy, unless a change in the policy enhances the benefit to the employee.

ARTICLE XV EMPLOYEE WORK YEAR

I Work Year

The work year for returning employees shall be one hundred eighty six (186) days. The work year for employees new to the district shall be one hundred eighty eight (188) days.

Two (2) contract days each year shall be designated as "work from an alternative location." These days shall be indicated on the staff calendar each year and determined by the district's calendar committee.

The following work days will have a two-hour early release:

- Friday before winter break
- Friday before spring break

II Vacations

The following unpaid vacation periods shall constitute a minimum number of vacation days for members of the bargaining unit:

1. Thanksgiving vacation shall consist of at least 2 school days of vacation.
2. Winter vacation shall consist of at least 10 school days of vacation. If the calendar committee determines that the final student day of a school year will fall after June 9, then winter vacation shall not be less than seven (7) school days of vacation. If the Iowa Legislature eliminates the mandatory start date rule, then winter vacation shall be not less than ten (10) days.
3. Spring vacation shall consist of at least 5 school days of vacation.

III Leave

Personal leave will not be granted to extend "holidays/vacations" as defined in this section and/or on the annual school calendar. Appeals for use of personal days during this time may be made to the Chief Human Resources Officer.

IV Inclement Weather

- On days when schools are closed due to inclement weather, employees are not to report to work. If a make-up of the day lost to inclement weather is scheduled, that day will become a required work day. If a make-up day is not scheduled, the day lost to inclement weather will be with pay.
- On days when schools are closed early due to inclement weather, employees are to remain at work for the entire work day unless otherwise released early by the Superintendent (or designee). Employees shall receive their full pay for the early dismissal day.
- On days when school begins late due to inclement weather, the work day shall start the regular time and employees report to work as close to their regular start times as safety allows. Employees shall receive their full pay for the late start day.
- An employee must take personal, or unpaid leave, in no-less than one-hour increments, if the employee cannot arrive by the beginning of the modified school start time.

ARTICLE XVI EMPLOYEE HOURS

I Work Day

Teaching is a professional occupation. Teachers are expected to be with students assigned to them for their instruction and supervision, and to be present at those times to carry out their professional responsibilities to their department or team, building and to the District. It is expected that full time teachers would be in the building from the beginning of the regular student day to the end of the student day. It is also expected that teachers respond to requests from parents and students in a prompt and efficient manner. If an employee fails to meet the professional expectations related to the article it is understood that regular disciplinary steps would be taken. At the conclusion of this article are agreed upon guidelines to describe professional expectations for staff covered by this agreement.

The administration shall be responsible for attempting to maintain as nearly as is practical an equitable distribution of supervisory duties among members of the staff.

II Duty Free Lunch Period

Except in cases of emergency, each employee shall be provided a daily, duty free lunch period of a minimum of thirty (30) consecutive minutes. Traveling teachers will not be required to travel on their established lunch time.

III Leaving the Building

Employees will notify the office when they leave and return to the building.

IV Teaching Load

A supervised student period or non-compensated extra-curricular activity during school hours shall be considered pupil contact time for the purpose of this Article.

Regular classroom employees in the secondary school shall not be required to change subject area teaching stations more than two (2) times during the school day unless mutually agreed to by employees and employer.

Secondary employees shall not be required to teach continuously without a break (lunch break or preparation period) for more than four (4) periods or four (4) hours.

Elementary employees shall not be required to teach continuously without a break (duty-free recess, lunch break or preparation period) for more than three (3) hours.

V Preparation Time

All employees in the elementary schools shall have 243 minutes per 5-day week for preparation time which will occur during the normal student attendance time except in case of emergencies when a substitute teacher cannot be found.

All employees in the elementary schools will be asked to verify in writing by October 1 of each school year that their schedule includes 243 minutes of preparation time or the proportional time as deemed by their contract. In the event that the building principal and teacher cannot develop a schedule that guarantees 243 minutes per week within the normal student attendance time, the principal and teacher will meet the Chief Human Resources Officer to develop a schedule that conforms to the preparation time requirement. This meeting will take place no later than October 15.

Middle School employees will receive two (2) planning periods out of the total of eight (8) periods scheduled during any given day. High School employees will receive two (2) planning periods out of seven (7) periods scheduled during any given day. Non core/elective addendums such as advisor/advisee, homeroom, Channel 1, etc. will not be used for the calculation of prep-time. Employees assigned a homeroom will not deliver instruction from a prescribed curriculum more than one day a week, except for the first two (2) weeks of school for students.

Employees at Elizabeth Tate will receive an equivalent number of minutes as the two comprehensive high schools. Variances in starting and ending times between Tate and the two comprehensive high schools will be included in the total.

If/When schedules are altered due to inclement weather, emergencies, ISASP testing, and/or for similar situations, prep-time may be modified. Employees that are less than 1.0 fulltime equivalent (FTE) will receive the appropriate prorated amount of preparation time.

Employees may be required to participate in one PLC or data team meeting during the employee's preparation periods each week. The contract day may be flexed by 30 minutes to accommodate for a PLC. This day must be set no later than September 15 of the school year through mutual agreement

of the impacted PLC members and the principal, and may be revisited by the impacted PLC and principal at each trimester.

Employees may be required to attend up to one Building-wide Staff Meeting before or after school per week, excluding Thursday and Friday afternoons. This limitation shall be waived in case of emergency.

Secondary employees shall have the right to work with individual students during their preparation time if they so desire.

The practice of using a regular employee as a substitute, thus losing preparation time, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees may volunteer/agree to serve as substitutes during their preparation time.

When calculating teaching FTE, prep-time, and in building time, the following assumptions will be used:

1. A contract day is 8 hours in length, including a 30 minute lunch break (7 hours and 30 minutes of "on duty" time). This equates to 450 of "on duty" minutes per day or 2250 minutes per week.
2. Elementary teaching time is 6.5 hours (5.5 hours on Thursday) per day, excluding lunch, but including prep-time. This equates to 31.5 hours (1890 minutes) per week.
3. Travel time will not supplant prep-time, but will be included in "on duty" time. Travel time for elementary specials (art, music, PE) teachers will be included in "teaching time"
4. To convert travel time to FTE, the total time traveled during the week between the first building assignment and the last building assignment during "on duty" time, will be divided by the total weekly minutes (2250).

VI Parent-Teacher Conference

Employees participating in scheduled evening parent-teacher conferences which are outside of the contract time will be given compensation time on a day stipulated within the district calendar.

Three and one-half (3 ½) hours of conferencing equates to one-half (1/2) day of compensatory time

VII Building and District Meeting Responsibilities

Employees who are part time and/or who regularly perform duties in more than one building will communicate at the beginning of the school year with their building and/or district supervisors regarding expectations for attending meetings and in-services. Part time employees are required to attend professional development and district meetings at an amount that is proportional to the employee's FTE (i.e. a .50 FTE employee must attend at least one half of the meetings and professional development held each month).

VIII Calculation of Full-Time Assignment for Shared Level Employees

An employee with a shared level assignment will be considered a full-time employee provided their assignment meets the following conditions.

- A. Only one of the trimester's assignments may be greater than 1.0. However it may not exceed 1.2 FTE.
- B. Whenever possible, the trimester with a greater than 1.2 FTE_assignment will not be the first trimester of the year.

- C. The average of the three trimester's assignments will be no greater than 1.00 FTE.
- D. Employees with one trimester assignment over 1.0 FTE and an average annual assignment of 0.93 FTE or greater will be considered full-time employees.
- E. The calculation of the assignment will include:
 - 1. The class time prorated for each of the assigned levels.
 - 2. The preparation time prorated for each of the assigned levels.
 - 3. The travel time between the assigned buildings.

IX Assignments Greater than 1.0 FTE

In instances that occur after August 1, employees may have assignments greater than 1.0 FTE given the following:

- A. The employee has an option of not increasing the FTE.
- B. The average FTE for the year is not larger than 1.10.
- C. Every qualified employee assigned to the building with the additional FTE is given the opportunity to apply for the portion of the FTE that is greater than 1.0.
- D. The FTE in any given curricular area will not exceed an increase of 0.1 FTE, beyond the 1.0 in any individual building.

X. Thursday Professional Development

Professional Development time on Thursdays twelve (12) times a year including one Thursday each month (September - May) and excluding Thursday conferences will be designated as employee directed professional development. Any designated conference preparation days shall be included in the 12 employee directed professional development days. During these designated Thursdays, district wide / school wide PD will not be planned. Individualized PD must align with District or building initiatives or the employee's Career Development Plan (CDP). Employees shall be allowed to work from an alternative location on these twelve (12) employee directed professional development Thursdays. Should the district cancel school or call an early release on a day designated for employee directed PD, the day will not be shifted to a different Thursday.

GUIDELINES TO DESCRIBE PROFESSIONAL EXPECTATIONS RELATED TO HOURS

- 1. To fulfill their professional responsibilities teachers are to be in their building eight hours per day. The building principal/immediate supervisor will set in writing the employee hours for the building by June 1 of the preceding school year. If it is determined by the building principal that an individual's professional hours need to deviate from the building times (i.e. early bird classes), the employee hours will be communicated in writing by August 1 prior to the start of the school year. For scheduling conflicts that may arise that may cause the need to change professional hours in the course of a school year, this may be done by mutual consent of the employee and building administrator, not to exceed eight (8) hours per day. When not in the building during this time frame, teachers must notify their building administrator or the office.
- 2. Teachers are to be regularly available before and after school to parents and students.
- 3. Teachers are to meet curriculum guidelines, MC/GF guidelines and be prepared for class each day.

4. Teachers are to be available and to remain at district, faculty, team and committee meetings unless arrangements have been made with the building administrator or the team or committee chair prior to leaving.
5. Teachers and administrators are to respect others' time needs and attempt to work within those time needs so they will be available for faculty, team and committee meetings.
6. Student and district responsibilities will be considered a higher professional priority than coursework. It is also expected that for the above professional responsibilities to be carried out in a reasonable fashion, the administrators are to provide reasonable advance notice of meetings for which attendance is required unless an emergency indicates otherwise.

ARTICLE XVII NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by Association, to Board at, 1725 N. Dodge St., Iowa City, Iowa 52245.
2. If by Board, to Association at ECUU, 222 Prospect Place SW, Cedar Rapids, Iowa 52404.

ARTICLE XVIII FINALITY AND DURATION

This Agreement supersedes and cancels all previous agreements related to articles in this document between the School District and the Association or any employee and concludes the collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to the Collective bargaining law and the understandings and agreements arrived at by the parties are set forth in this Agreement. It is further understood that each party withdrew certain items without prejudice to reach agreement. A contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. The School District and the Association, each voluntarily and unqualifiedly, waive any right which otherwise might exist under law to negotiate any matter during the term of this agreement.

All language items in this Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2029. Unless mutually agreed upon, the District and Association each reserve the right to open two articles for negotiation purposes each year through the duration of the contract. While modifications may be suggested and/or made to an opened article, the article may not be eliminated from the agreement prior to the expiration of this contract.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators and their signatures placed thereon, all on the 1st day of May, 2024.

Iowa City Education
Association



Association President
Chief Negotiator



Iowa City Community
School District



Board of Directors
Chief Negotiator



**APPENDIX A1
TYPE 1 GRIEVANCE REPORT**

Iowa City Community School District

Date Filed _____

Distribution of Form

1. Employee
2. Supervisor
3. Superintendent

Name of Aggrieved Person

LEVEL 2

A. Date violation occurred

B. Statement of nature of grievance

C. Specific section(s) of contract violated

D. Remedy requested

Grievant's Signature

Date

E. Disposition by principal
or immediate supervisor

*Signature of Principal
or Immediate Supervisor*

Date

LEVEL 3

A.

Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent
or Designee

*Signature of Superintendent
or Designee*

Date

LEVEL 4

A.

Signature of Aggrieved Person

B.

Date Submitted to Arbitrator

Date Received by Arbitrator

C. Disposition and Award of Arbitrator

APPENDIX B
IOWA CITY COMMUNITY SCHOOL DISTRICT

CERTIFICATED EMPLOYEES' BASIC SALARY SCHEDULE
2024-2025

Step	BA	BA+20	MA/BA+45	MA+15	MA+30
1	\$47,500	\$48,500	\$49,500	\$50,500	\$51,736
2	\$48,000	\$49,000	\$50,000	\$52,167	\$54,538
3	\$48,500	\$49,581	\$52,167	\$54,754	\$57,340
4	\$49,000	\$51,736	\$54,538	\$57,340	\$60,143
5	\$50,874	\$53,892	\$56,909	\$59,927	\$62,945
6	\$52,814	\$56,047	\$59,280	\$62,514	\$65,748
7	\$54,754	\$58,203	\$61,652	\$65,101	\$68,549
8	\$56,694	\$60,358	\$64,023	\$67,688	\$71,352
9	\$58,634	\$62,514	\$66,394	\$70,274	\$74,154
10	\$60,574	\$64,670	\$68,766	\$72,861	\$76,957
11	\$62,514	\$66,826	\$71,137	\$75,448	\$79,760
12	\$64,454	\$68,981	\$73,507	\$78,035	\$82,561
13	\$66,394	\$71,137	\$75,879	\$80,622	\$85,364
14	\$69,769	\$74,831	\$79,893	\$84,955	\$90,018
top step	\$2,275	\$2,375	\$2,475	\$2,575	\$2,675

Master of Fine Arts, Educational Specialist, or Masters + 50 - Additional \$250.00;
Doctorate Degree - Additional \$1,000.00.

Full time teachers who have been at the 14th step of the salary schedule sufficient time to advance one step vertically for the 2022-2023 school year as defined in Section II, C of Article XIV, shall receive an off schedule increment of BA: \$2,275 BA+20: \$2,375, MA: \$2,475, MA+15: \$2,575, MA+30: \$2,675. Less than full time employees shall receive a prorated amount of the above longevity.

****BA+45 lane – moving to this lane will no longer be an option after September 10, 2008. All employees on this lane before that date will be grandfathered in and stay on the master's lane.**

APPENDIX C

EXTRA SERVICE ACTIVITIES 2024-2025

I. Athletics Percent of Generator Base

FOOTBALL	Head Varsity Football	25%
	Assistant Varsity Football	12%
	Head Sophomore Football	12%
	Assistant Sophomore Football	11%
	9th Grade Head Football	10%
	9th Grade Assistant Football	9%
	8th Grade Football	7%
BASKETBALL	Head Varsity Basketball	25%
	Assistant Varsity Basketball	12%
	Head Sophomore Basketball	12%
	9th Grade Basketball	9%
	7th-8th Grade Basketball	7%
WRESTLING	Head Varsity Wrestling	20%
	Assistant Varsity Wrestling	12%
	Head Sophomore Wrestling	12%
	9th Grade Wrestling	9%
	7th-8th Grade Wrestling	7%
VOLLEYBALL	Head Varsity Volleyball	20%
	Assistant Varsity Volleyball	12%
	Head Sophomore Volleyball	11.50%
	9th Grade Volleyball	9%
	7th-8th Grade Volleyball	7%
SOCCER	Head Varsity Soccer	20%
	Assistant Varsity Soccer	12%
	Junior Varsity Soccer	7.50%
	7th-8th Grade Soccer	7%
SOFTBALL	Head Varsity Softball	20%
	Assistant Varsity Softball	12%
	Sophomore Softball	11.50%

BASEBALL	Head Varsity Baseball	20%
	Assistant Varsity Baseball	12%
	Sophomore Baseball	11.50%
	9th Grade Baseball	9%
TRACK	Head Varsity Track	20%
	Assistant Varsity Track	12%
	7th-8th Grade Track	7%
CROSS COUNTRY	Head Varsity Cross Country	20%
	Assistant Varsity Cross Country	12%
	7th-8th Grade Cross Country	7%
SWIMMING	Head Varsity Swimming	20%
	Assistant Winter Swimming	12%
	Assistant Fall Swimming	12%
	7th-8th Grade Swimming	7%
	7th-8th Grade Assistant Swimming	6%
TENNIS	Head Varsity Tennis	20%
	Assistant Varsity Tennis	12%
GOLF	Head Varsity Golf	20%
	Assistant Varsity Golf	12%
BOWLING	Head Varsity Bowling	20%
	Assistant Varsity Bowling	12%
MISC	Equipment – Middle School	4.50%
	Special Olympics/Unified Sports Coordinator	15%

II. Activities (High School)

Cheerleading	20%
Cheerleading Assistant	10%
Dance	20%
Dance Assistant	10%
Debate	15%
Debate Assistant	5%
Drama	15%

Drama Assistant	10%
Edgenuity Online Learning Stipend	\$1,000 /semester
Educators Rising	5%
FCCLA (Family, Career, and Community Leaders of America)	5%
FTC Robotics	15%
Home Build	15%
Intramurals	5%
Junior Class Sponsor	8%
Lead Teacher Support Stipend	4%
Math Team	5%
Mock Trial	15%
Mock Trial Assistant	5%
Model UN	5%
Pep Club	5%
Senior Class Sponsor	5%
SkillsUSA	5%
Speech	15%
Speech Assistant	5%
Stage Supervisor	5%
Student Council	10%
Teacher Quality Committee	\$400
Teacher Quality Committee Chair	\$600
Technical Director	5%
Club Sponsor*	2%

III. Activities (Middle School)

Cheerleading	5%
Equipment Manager	5%
Intramurals	5%
PBIS	5%
Student Government	10%
Club Sponsor*	2%

IV. Activities (Elementary)

Band	One Band	5%
	Two Bands	8%
	One Orchestra	5%
	Two Orchestras	8%
Curricular Advocate		2%
PBIS		5%
Club Sponsor*		2%

***Club Sponsor:** Each elementary school shall be provided up to six (6) club sponsor stipends.

Each Middle School shall be provided up to fourteen (14) club stipends.

Each high school shall be provided up to twenty-four (24) club stipends.

Each school may designate two (2) club sponsors to receive a 5% stipend. This must be renewed annually and the club designated for the increased stipend may change on an annual basis.

The above listed extra service will be paid for assignments that are in addition to regularly scheduled teacher assignments.

*** All Appendix C salaries will be calculated using a generator base of \$39,151**

APPENDIX D

SUPPLEMENTAL PAY FOR DISTRICTWIDE COORDINATORS 2024-2025

	Percent of Released Time				
	0%	25%	50%	75%	100%
*0-5	4%	---	---	---	---
*6-10	9%	5%	---	---	---
*11-20	14%	10%	5%	---	---
*21-35	19%	15%	10%	5%	---
*36 or more	24%	19%	14%	9%	4%
Percent of Generator Base					

*Number (FTE) Coordinated

***All Appendix D salaries will be calculated using a generator base of \$39,151**

APPENDIX E

ELIGIBILITY FOR DOMESTIC PARTNERS FOR DISTRICT INSURANCE

A qualified "domestic partner," as defined below, is eligible to participate under the Iowa City Community School District Health, Major Medical and Dental Insurance Plans. Except when application is made at the time of employment, applicants for coverage will be asked to complete a health questionnaire and may be required to pass a medical examination. An applicant may be offered coverage that includes an exclusion for health care expenses attributable to a medical condition existing at the time coverage is approved.

To be eligible for coverage as a "domestic partner," the district employee and the domestic partner must complete and file with the payroll office an "Affidavit of Domestic Partnership" in which they attest in a certified written statement (a) that they are each other's sole domestic partner; (b) that they have agreed to be responsible for their common welfare; (c) that the domestic partner could not qualify for coverage as a common law spouse; (d) each partner is at least 18 years of age and of the same sex; (e) neither partner is married; and (f) that three of the following conditions exist for the partners:

1. The partners have been residing together for at least twelve months prior to filing the Affidavit of Domestic Partnership.
2. The partners have common or joint ownership of a residence (house, condominium, or mobile home).
3. The partners have at least two of the following arrangements:
 - a) Joint ownership of a motor vehicle
 - b) A joint checking account
 - c) A lease for a residence identifying both domestic partners as tenants
 - d) A joint credit account
4. The domestic partner (a) has been designated as a beneficiary under the employee's Iowa City Community School District Group Life Insurance coverage, (b) the domestic partner has been designated as a beneficiary for the death benefit payable from the employee's retirement annuity contract, or (c) the district employee declares that the domestic partner is identified as a primary beneficiary in the employee's will.
5. That the domestic partners have executed a "relationship contract" which (a) obligates each of the parties to provide support for the other party and (b) provides, in the event of termination of the domestic partnership, for a substantially equal division for any property acquired during the relationship. (A copy of the "relationship contract" with a certification of the signatures by a notary must be submitted to the payroll office.)

Additional Provisions

1. **Notification of changes.** The parties must agree to notify the payroll office of any change in the circumstances which have been attested to in the documents qualifying a person for coverage as a domestic partner.
2. **Liability for false statements.** If any company of the District suffers a loss because of a false statement contained in the documents submitted in connection with coverage for a domestic partner or as a consequence of failure to notify the payroll office of a changed circumstance, the company of the District will be entitled to recover reasonable attorney fees in addition to damages for all such losses.
3. **Termination.** Either member of a domestic partnership may file a statement with the payroll office indicating the relationship has ended. A copy of the termination will be mailed to the other partner unless both have signed the termination statement.
4. **Waiting Period.** Following the termination of a domestic partnership, a twelve month waiting period must elapse before a District employee is eligible to designate a new domestic partner.

APPENDIX F

IOWA CITY COMMUNITY SCHOOL DISTRICT AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____, certify that:
(name of employee, please print)

1) I _____, and
(name of employee, please print)

(name of domestic partner, please print)

reside together and intend to do so indefinitely at

(street address)

(city, state zip)

and share the common necessities of life.

2) We affirm that the effective date of this domestic partnership is _____
(date)

and that this domestic partnership has been in existence for a period of twelve (12) consecutive months. We understand that documentation may be required.

3) We are not married to anyone.

4) We are at least eighteen (18) years of age or older, and of the same sex

5) We are not related by blood closer than would bar marriage in the State of Iowa and are mentally competent to consent to contract.

6) We are each other's sole domestic partner and intent to remain so indefinitely and are responsible for our common welfare.

7) The partners have common or joint ownership of a residence (house, condominium, or mobile home); or have at least two of the following arrangements:

- a) Joint ownership of a motor vehicle
- b) A joint checking account
- c) A lease for a residence identifying both domestic partners as tenants
- d) A joint credit account

8) We understand that domestic partners are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage. Any children, new employees, adoptions, new marriages, and domestic partnerships are all subject to a thirty (30) day limit on the enrollment period beginning on the date of the event.

9) We agree to notify the Iowa City Community School District payroll office if there is any change of circumstances attested to in this affidavit within thirty (30) days of change by filing a state of termination of domestic partnership. Such a written termination statement shall be provided to the payroll office and shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

10) After a termination with my domestic partner, I

_____,

(name of employee, please
print)

understand that another Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a statement of termination of the previous partnership has been filed with the Iowa City Community School District payroll office.

11) We understand that any person, employer, or company who suffers any loss because of a false statement contained in an "Affidavit of Domestic Partnership" may bring a civil action against us to recover their losses, including reasonable attorney fees.

12) We provide the information in this affidavit to be used by the Iowa City Community School District payroll office for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our expressed written authorization or pursuant to a court order.

13) We affirm, under penalty of perjury, that the ascertainments in this affidavit are true to the best of our knowledge.

Signature of Employee

Date

Employee's Social Security Number

Employee's Date of Birth

Signature of Domestic Partner

Date

Domestic Partner's Social Security Number

Domestic Partner's Date of Birth