

Iowa City Community School District

NEGOTIATED AGREEMENT

**WITH THE IOWA CITY EDUCATION ASSOCIATION
PARAEDUCATORS**

JULY 1, 2024 through JUNE 30, 2025



**IOWA CITY COMMUNITY
SCHOOL DISTRICT**

All In for All Kids

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 and the Association recognize that the aim of the Iowa City Community School District is to provide a quality education program for students, the parties agree that the attainment of this goal is the responsibility of the Board, Administration, Teachers, Support Staff, parents and the community at large, and

Whereas, the Board and the Association have agreed to negotiate in good faith with respect to the scope of negotiations as defined in Section nine of Chapter 20 of the Code of Iowa and

Whereas, the parties have reached certain 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 (herein after called the Board) recognizes the Iowa City Education Association (herein after called the Association) as the certified exclusive and sole bargaining agent for all personnel as set forth in PERB certification instrument (Case Nos. 2568 and 4152).

INCLUDED: All full time and regular part-time educational paraeducators including: Elementary Educational Paraeducators, Secondary Educational Paraeducators, Special Education Classroom Paraeducators Special Education Health Paraeducators, Health Paraeducators, Computer Paraeducators, Pre-school Paraeducators, and Interpreter Paraeducators.

EXCLUDED: Superintendent, Assistant Superintendent, Directors, Business Manager, Principals, Assistant Principals, all other certificated employees, and others excluded by Section 4 of the Act.

II Definitions

A. The term "Board" as used in this Agreement, shall mean the Board of Directors of the Iowa City Community School District or its duly authorized representatives.

B. The term "employee" as used in this Agreement, shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

C. The term "Paraeducator" used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

III Definition of Duties

The State of Iowa, Department of Education, defines educational associate as follows:
"281-12.4(9) Educational aide. An educational aide shall be defined as an employee or volunteer who, in the presence or absence of an instructional professional staff member but under the direction, supervision, and control of the instructional professional staff, supervises students on a monitorial or service basis; and works with students in a supportive role under conditions determined by the instructional professional staff

responsible for the students, but not as a substitute for or a replacement of functions and duties of a teacher as established in sub rule 12.4(8).

In the Iowa City Community School District the above Department of Education definition will be operative except for the inclusion of "volunteer persons". However, nothing in this agreement shall be construed to deny the Board's use of volunteer persons in the schools.

- IV District-wide criteria for each classification shall be provided. The criteria shall be established by a joint Association-District Committee.

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 independent 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, 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 PERB. Within three (3) days of the receipt of such 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 all impasse items constitutes the most reasonable final offer. The arbitrator shall then select the final offer in its entirety, of one of the parties and shall issue an award incorporating that offer without modification. The arbitrator's opinion shall be final and binding except to the extent his/her 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 identified in 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.

VI 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.

ARTICLE IV GRIEVANCE PROCEDURES

I Grievance

- A. A grievance shall be defined as an employee'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 and the Association shall have the right to present grievances in accordance with these procedures.

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement 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/or work activities of the employee or any other employee. 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 released to attend the grievance proceedings.

C. First Step

Within ten (10) school days from the date of the event giving rise to the grievance, an attempt shall be made to resolve the grievance in informal discussion between the grievant and their immediate supervisor. The employee has a right to representation at this and every step of the grievance process.

Second Step

If the grievance cannot be resolved informally, the grievant 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 are alleged to be violated by 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) days after receipt of written notice of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the superintendent or their designee shall meet to resolve the grievance. The superintendent or their designee

shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth and final step. Within fifteen (15) school days, the Association and the grievant may submit the grievance in writing to a binding arbitration. A grievant 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 PERB Board.

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 or designee 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 them.

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 them in writing, by the Board and the employee, and his/her decision must be based solely and only upon their interpretation of meaning or application of the expressed relevant language of this Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

II **Board Policy Grievance**

Grievances regarding issues of an employee's complaint of an alleged violation outside of the provisions of this agreement shall be processed under the grievance procedures provided in the Board Policy 102.R1 – Grievance Procedure.

III **Miscellaneous**

A. No Reprisal

No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in this grievance procedure.

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. 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 in review.

C. Year End Grievance

The time limits for grievances extending beyond the close of the school year shall consist of District work days.

D. Original Copies

Beginning with the formal step (Step Two) of the grievance, the original copy of the grievance form (Appendix A) shall be signed and returned to the employee.

E. Expiration of Contract

If a grievance is filed prior to the end of the contract term, it will be processed under the terms of the ARTICLE even though the contract expires prior to the time the grievance is resolved (or submitted to binding arbitration).

ARTICLE V AUTHORIZED PAYROLL DEDUCTIONS

It is mutually understood there are limitations on the number of payroll deductions. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by the employee.

ARTICLE VI WAGES AND SALARIES

- I The basic compensation of each employee shall be set forth in Appendix C. There shall be no deviation from said compensation rates during the life of this agreement.

II **Payment**

Employees shall be paid twice per month, the 15th and the last business day of the month except when the 15th falls on or during a Board office holiday or weekend, employees shall receive their paychecks on the last preceding working day. Time worked the 1st - 15th of each month is paid on the last day of the month. Time worked the 16th - 31st of the month is paid on the 15th of the following month. Overtime shall be paid following this same pattern. Employees shall receive their checks through direct deposit. Pay is based on time entered in the time clock system.

III **Expenses of Traveling Employees**

Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed at the maximum rate allowed by state law for all driving done between arrival

at the first location at the beginning of their work day and the last location at the end of their work day. All travel required to get to and from work is the responsibility of the employee.

IV **Initial Placement**

A. New Employees

Employees new to the district will be placed on probation for a 60 day period. New employees will be placed at their appropriate place on the salary schedule, but no higher than Step 3. Experience working in a licensed day care facility or K-12 school shall be a primary reason for placement beyond Step 1 on the salary schedule. Such experience shall be evaluated at the district office, and it shall be the responsibility of the employee to supply information supportive of salary schedule placement.

Generally, two years of related experience, as determined by the superintendent/designee, may result in credit of one additional step on the salary schedule for a new employee.

- B. Individuals with experience in the district may be given full credit for such experience if it is determined that the experience is judged to have involved interactions with students that will transfer to the paraeducator position being assigned. Such judgments shall be determined by the district and are not subject to the grievance procedures of this agreement.

V **Early Retirement**

Eligible employees may participate in the early retirement policy to be determined by the District annually.

ARTICLE VII LEAVES

I **Sick Leave**

A. **Accumulative Benefits**

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 and subsequent years with a maximum accumulation of one hundred thirty-five (135) days, excluding the current contract year.

A day of sick leave shall be equal to the length of the employee's normal work day. The minimum unit of sick leave used shall be one-hour increments. 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 for an acute medical condition may be taken in one-hour increments up to a maximum of two hours per day.

All employees shall be entitled to sick leave days as of the first official day of work whether or not they report for duty on the first day of the school year calendar.

B. **Confirmation**

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

C. **Notification of Accumulation**

Employees shall be notified of accumulated sick leave no later than the first paycheck of each school year.

D. **Extended Leave**

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the employee. An employee on extended leave may continue in the health insurance group plan at their own expense.

E. **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.

II **Temporary Leaves of Absence**

A. **Paid Leave**

Employees shall be entitled to the following temporary leaves of absence with full pay for each school year.

1. **Personal**

Employees shall be granted one (1) day leave per year for personal reasons. Employees may carry over a maximum of two (2) days of personal leave to the following school year, to accumulate to a maximum of three (3) days. A personal leave day may be used for any purpose at the discretion of the employee. However, no personal leave will be granted the day before or the day after Thanksgiving, winter break or spring break. No personal leave will be granted during the first three weeks and last two weeks of the school year. This is calculated by counting the first full or partial three and last full or partial two weeks of the employee's work year. In unusual circumstances an employee may appeal to their immediate principal/supervisor and the superintendent or designee for an exception. An employee planning to use a personal day shall notify their supervisor at least three (3) days in advance, except in cases of emergency. Personal leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of one half (1/2) day increments if a substitute is involved.

2. **Jury and Legal**

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceeding which does not involve the business of the employee shall be granted paid leave for the time necessary to serve on the jury or appear in the judicial proceeding. Any fees or remuneration the employee receives during such leave shall be turned over to the Iowa City Community School District.

3. **Association Leave**

Up to five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The employee to be absent will give at least five (5) school days' prior notification to their supervisor and the superintendent's designee. The Association will pay the cost of the substitute if one is hired.

4. **Technical Training**

Each employee may apply for a maximum of five (5) days to be used for employee technical training leave. The employee shall apply to his/her supervisor at least one (1) week in advance of their absence. If approved, the leave expenses for the training shall be paid by the district.

5. **Bereavement**

Employees shall be granted a leave of absence up to five (5) days at full pay for funerals of immediate family. 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.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends. This may be used in minimum one hour (1) increments, if no substitute is involved and in a minimum of ½ day increment if a substitute is involved.

6. **Emergency Leave**

Employees shall be granted two (2) days of paid leave for an emergency which requires the presence of the employee. An emergency is defined as "an unexpected occurrence or set of circumstances which demand the immediate attention and presence of the employee." The types of absences for which emergency leave may be approved are:

- a. Accident involving their property, or the person or property of a member of their immediate family as defined in Bereavement above of such an

emergency nature that the immediate presence of the employee is required during the working day.

- b. Serious or critical illness of a member of the immediate family as defined in Bereavement above which requires the services of a physician and of such an emergency nature the immediate presence of the employee is required.
- c. Other real emergencies, not specified above, which require the presence of the employee. Emergency leave will not be granted for funerals except for special cases of funerals of people associated with the school district (IE: someone working for the district or someone who has worked for the district within the last five years).

Emergency leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of one half (1/2) day increments if a substitute is involved. Emergency leave cannot be used for personal legal issues. Approval to be absent for emergency purposes shall be granted by the superintendent or designee.

Only the superintendent or designee may determine whether the absence qualified as an emergency leave. The employee shall notify their principal/supervisor prior to the commencement of emergency leave.

7. Parental Leave

All employees shall be eligible for parental leave following the birth or adoption of a child. Employees will be granted parental leave up to a maximum of five (5) days for the birth of a child. Employees will be granted parental leave up to a maximum of fifteen (15) days for the adoption of a child. The leave will be charged against the employee's accumulated sick leave.

8. Good Cause

In the event the superintendent or designee grants paid good cause leave for a 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 good cause leave granted by the Superintendent or designee for the catastrophic medical situation.

B. Unpaid Leave

Other temporary leaves of absence without pay may be granted for good cause.

III Extended Leaves of Absence

An employee is eligible to apply for an extended leave without pay or benefits. Such a leave may be granted for one (a) contract year or any part thereof. Such application shall be forwarded to the superintendent or designee in writing and shall state the reason for the leave and the anticipated date of return. Employees granted an extended leave will not be guaranteed a return to their current position. Notification of intent to return to the district shall be made in writing to the Board by March 15 of the year the employee is on

leave. Failure to comply with the above notification date will be treated as a voluntary resignation. The employee shall provide the district with a forwarding address.

IV **Reporting Absences**

Employees absent from work for two (2) consecutive days without proper prior notification to the district of the leave shall be considered to have voluntarily resigned.

The Employee, prior to an absence, will call their school to inform their school supervisor of the impending absence. In the event the supervisor is unavailable, the employee may leave a message on the school answering machine or with the principals' designee. In addition, the employee will create an absence on the online absence management prior to the start of school if a sub is required and no later than 11pm if no sub is required.

ARTICLE VIII HOURS

- I The normal work week for all employees shall be limited to five (5) days.
- II The work day for those employees working four (4) hours or more shall include a duty free unpaid lunch period of at least thirty (30) minutes duration which normally will occur between 11:00 a.m. and 1:30 p.m. An employee may waive this unpaid lunch period with the consent of the supervisor.
- III Employees working six (6) or more hours per day will be entitled to two (2) fifteen (15) minute break times. Employees working less than six (6) hours during the normal work day may receive one (1) fifteen (15) minute break.
- IV Starting and ending times for the work day shall be determined by the needs of the job as determined by the supervisor.
- V If school is released early or begins late for inclement weather or other circumstances the following will apply to all paraeducators: See Appendix B. In all of these circumstances, it is ultimately the decision of the employee to determine their own personal safety.
- VI Each new employee, each employee who changes assignment, or each employee whose classroom teacher changes at the beginning of the school year, shall be granted the equivalent of one work day to receive orientation.

Each new employee, each employee who changes assignment, or each employee whose classroom teacher changes and the hiring or changes of occur after the first student day of the school year, will be granted up to three (3) hours of paid time to receive orientation within their building. These three (3) apply only to special education paraeducators and must be taken within the first two (2) weeks of employment or change.

Each new employee hired after the first student day of the school year, will be provided a one (1) hour paid district orientation. The district orientations will be held each week.

ARTICLE IX SAFETY PROVISIONS

I Unsafe and Hazardous Conditions

The school district shall maintain conditions of work that do not unnecessarily expose employees to hazardous work conditions. Special clothing, equipment, and devices will be provided as required by applicable state or federal rule or regulation.

II Student Management

Each year employees shall be notified of the current district and building policies regarding student management.

III Job Related Injuries

The Board of Directors shall grant up to (10) days per year of additional sick leave for absences caused by injury suffered in an unprovoked assault while on school property or while supervising school sponsored activities. The district shall provide workers' compensation insurance as provided by state law for all other job related injuries

IV Liability Coverage for Employee

The Board shall secure and pay premiums for a liability policy as required by State law 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.

V 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. All employees will be provided access to a lockable storage area for personal items.

VI 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.

VII The district will provide a photo ID for all employees.

ARTICLE X FACILITIES AND EQUIPMENT

I Facilities and Equipment

The Association and its members shall have the right to hold meetings on school property provided such meetings do not interfere with school activities. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Such requests to use district facilities must be submitted at least 3 school days in advance of any use of school facilities.

II **Communications**

The Association shall have the right to post notices on employee bulletin boards in areas not open to the public or students. The Association members may use the district mail service and mail areas provided for them by the building principal for communication to employees.

III **Mail Space**

The district will provide a separate mailbox, folder or basket designated with the employee's name for each employee.

ARTICLE X SENIORITY

I Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first day of work. Seniority shall be counted by days of work. Seniority shall be computed by hours of work with 5 hours or more per day counted as a full day of seniority and less than 5 hours counted as a .50-day.

In the event seniority is tied, the district has the right to select which of the employees whose seniority is tied will be chosen for staff reduction.

II Seniority shall be lost by an employee upon dismissal, resignation, retirement or when recall rights are lost.

III Seniority shall be frozen and not accrue if an employee transfers to a position in the district not covered by this contract or while on an unpaid leave, or while on recall as a result of a staff reduction.

IV A year of service consists of employment for 90 working days or more in one school year.

V On or about October 31 of each school year, the Superintendent/designee will provide the association with a list showing the seniority of each employee.

ARTICLE XII ASSIGNMENT AND DISMISSAL PROCEDURE

I **Notice of Continuing Employment**

On or before July 1, the Board shall give to each employee written notification of the employee's assignment and work hours for the next succeeding year. If the employee desires to accept employment as offered, they shall notify the Board of such acceptance, in writing, within fifteen (15) days of receipt of the notification in which event such employment shall continue as provided herein. If the employee does not notify the district of their intent to accept the position within the fifteen days, the Board shall not be required to continue the employment of the employee and the employee will be considered to have voluntarily resigned.

II **Termination of Employment**

- A. The district has the right at any time to give an employee fourteen (14) days' notice that their employment may be terminated.
- B. An employee has the right to end their employment with fourteen (14) days' notice.
- C. Any employee who has received notice of termination shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.
- D. The Board shall issue its written determination as to the continued employment or termination of said employee within seven (7) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than June 30.

E. **Appeal to Grievance Procedure**

If the employee disagrees with the determination of the Board, they may submit the dispute through the grievance procedure as set forth in Article IV of this Agreement, and said grievance shall commence at Step 3. In the event said grievance is submitted to arbitration, the arbitrator is limited to either affirming Board action, remanding to the Board for further proceedings or the arbitrator may reverse, modify, or grant appropriate relief from Board action if substantial rights of the employee have been prejudiced because the Board action is:

- 1. In violation of a Board rule or policy or contract; or
- 2. Unsupported by a preponderance of the competent evidence in the record made before the Board when that information is viewed as a whole; or
- 3. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or an unwarranted exercise of discretion.

The arbitrator's decision in such issues is subject to judicial review to determine if the arbitrator acted within the authority specifically stated in the provisions of this agreement which are granted to the arbitrator.

This section of the appeal process shall not be available to probationary employees new to the district.

III **Assignment of Employee's Child(ren) to same school location**

A request from a benefits eligible employee (.5 FTE or greater) that their child(ren) be allowed to attend the building in which they are assigned shall be granted, if the request is submitted by the close of the District's voluntary student transfer window. Requests submitted after the voluntary student transfer deadline may be considered but the District is not obligated to approve the request.

An employee that is reassigned to a new building after the District's voluntary student transfer deadline may submit a request to the Superintendent's designee and Chief Human Resources Officer to have their child reassigned to the employee'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 XIII INSERVICE

The I.C.E.A. shall form a committee composed of two bargaining unit members. This committee will survey members of the bargaining unit and make suggestions/recommendations to the Superintendent or designee regarding in service opportunities for employees.

The committee will meet and present written recommendations to the District no later than June 30 of each school year.

The district will offer and publicize inservice training on CPR, First Aid, and Safety Care to all paraeducators.

ARTICLE XIV NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of the 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 52240.
2. If by Board, to Association at 222 Prospect Place SW, Cedar Rapids, Iowa 52404.

ARTICLE XV 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.

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2029. The parties agree to meet annually to negotiate ARTICLE VI- Wages and Salary under this agreement. In addition, unless mutually agreed upon, the District and Association each reserve the right to open one article for negotiation purposes each year through the duration of the 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 17th day of April, 2024.

IOWA CITY EDUCATION
ASSOCIATION

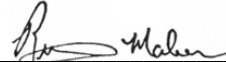


Chapter President/Chief Negotiator

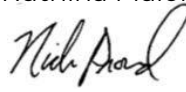


Chapter President/Chief Negotiator

IOWA CITY COMMUNITY
SCHOOL DISTRICT



Ruthina Malone, Board President



Nick Proud, Chief Negotiator

APPENDIX A

EDUCATIONAL SUPPORT STAFF ASSOCIATION NEGOTIATED AGREEMENT GRIEVANCE REPORT

Iowa City Community School District

_____ Date Filed

_____ Name of Aggrieved Person

_____ Building

STEP 2

A. Date violation occurred

B. Section(s) of contract violated

C. Statement of violation

D. Relief sought

_____ Grievant's Signature

_____ Date

Disposition of Immediate Supervisor

_____ Supervisor's Signature

_____ Date

STEP 3

A. _____
Signature of Aggrieved Person

_____ Date Received by Superintendent

B. Disposition by Superintendent
or Designee

_____ Superintendent's Signature

_____ Date

STEP 4

A. _____
Signature of Aggrieved Person

B. _____
Date Submitted to Arbitrator

_____ Date Received by Arbitrator

C. Disposition and Award of Arbitrator

APPENDIX B

Early Release/Late Start

Scenario One: If school starts late due to inclement weather or for some other emergency, the employee will not endure a loss of salary. The employee will be expected to arrive to work at the same relative time before the start of school as in the regular start time, unless the building principal requests that the employee come in early or the relative start time is after the adjusted start time. (Example: If a paraeducator's normal start time is one hour before the arrival of students, the paraeducator will be expected to arrive at work for a 10:00 a.m. start time at 9:00 a.m.) An employee must take emergency, personal, or unpaid leave, if he/she cannot arrive at his/her modified designated time. Employees shall be expected to enter any non-contract time related to the late start in Aesop. (Example: If a paraeducator's normal start time is 8:00am. With a two hour delay, a paraeducator would be expected to arrive at 10:00am and enter a custom absence for two hours of non-contract time in Aesop from 8:00 am to 10:00 am.

Scenario Two: If school is scheduled to start late and the employee arrives to work and then school is canceled before the school day starts, the employee will be paid for the time they arrive at the job site and the time school was rescheduled to start. Employees shall be expected to enter a custom absence for non-contract time from the time that they leave through the remainder of their normal work day.

Scenario Three: If school is canceled prior to the regular start of the school day, the employee will not be paid for the day. This day will be worked at a later date if the day is made up. In case a day or days are not made up, the employee will be paid as follows:

- o For the first through third inclement weather days, the employee shall receive his or her regular daily rate of pay
- o For the fourth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay
- o For the fifth day of inclement weather, the employee will be paid his or her regular daily rate of pay
- o For the sixth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay
- o For the seventh day of inclement weather, the employee will be paid his or her regular daily rate of pay
- o For the eighth day of inclement weather, the employee will need to enter appropriate leave or take leave without pay
- o For the ninth day and any inclement weather days beyond nine, the employee will be paid his or her regular daily rate of pay

The above schedule is only applicable to full inclement weather days that are not designated to be made up at the end of the school year as additional instructional days. Employees will be paid the regular contracted hourly rate for any hours worked on a day that begins with a delay for students due to inclement weather and is subsequently canceled entirely prior to students' reporting. On the first, second, third, fifth, seventh, ninth (and beyond) inclement weather days, the employee will also receive the employee's daily rate of pay in addition to pay for hours worked prior to the closure announcement. Late starts and early releases shall follow the procedures set out in other scenarios of Appendix B.

Scenario Four: If school starts and then the students are dismissed early, and in addition, the Superintendent/designee sends the employees home, the employee will not endure a loss of salary. Employees shall be expected to enter any non-contract time related to the early release in Aesop. (Example: If a paraeducator's end time is 4:00pm. Employees who leave at 2:00pm would need to enter a non-contract custom absence from 2:00pm to 4:00pm.)

Scenario Five: If school starts and then the students are dismissed early, but the Superintendent/designee does not dismiss the employee, the employee may choose to stay or leave, once the students have left the building. If the employee leaves the building, the employee must take emergency, personal, or unpaid leave.

Scenario Six: If school starts and then the students are dismissed early due to heat, the employee is expected to stay, but may find an air conditioned area to work in.

APPENDIX C

IOWA CITY COMMUNITY SCHOOL PARAEUCATORS 2024-2025 SALARY SCHEDULE

Step	Class I	Class II	Class III
1	15.37	15.52	15.10
2	15.68	15.83	15.40
3	15.98	16.13	15.70
4	16.27	16.44	15.99
5	16.57	16.75	16.32
6	16.88	17.05	16.58
7	17.18	17.35	16.88
8	17.48	17.65	17.18
9	17.79	17.96	17.47
10	18.08	18.26	17.77
11	18.38	18.57	18.07
12	18.69	18.88	18.36
13	18.99	19.18	18.65
14	\$19.29	\$19.48	\$18.95

Full time Paraeducators who have been at the 14th step of the salary schedule sufficient time to advance one step vertically for the 2024-2025 school year shall receive an off schedule increment of an additional \$1.35/hour.

CLASSIFICATIONS

CLASSIFICATION	JOB TITLES	DESCRIPTION OF DUTIES
CLASS I	Secondary Supervisory Paraeducators	Provide service in the library or general supervision in 7-12 secondary schools.
CLASS II	Special Education Paraeducators	Provide classroom service to special education students.
	Health Paraeducators	Provide general health care to students from the secondary schools' health office. One paraeducator will be provided for each secondary school.
	Interpreter Paraeducators	Training in a specialized program in interpreting is required as a condition of employment by the Director of Human Resources/designee. Interpreter paraeducator status will be clearly designated in the job description prior to employment. Provide interpretation services for sensory impaired students. Factors taken into consideration for interpreter status classification will be the amount of training the employee receives and/or needs to perform his/her job duties, the percentage of the day the paraeducator spends interpreting, the needs of the student as outlined in his/her IEP, and the corresponding certification (if available) acquired by the paraeducator. This position pays an additional \$7.50 per hour above the appropriate step in the Class II column.
CLASS III	Early Childhood Paraeducators	Paraeducators who work part or full time in all of the district's preschool programs during the core program day, i.e. 8:30 am - 3:00 pm.
	Elementary Paraeducators	Provide services in elementary classrooms/areas not specified above.

Memorandum of Understanding between the Iowa City Community School District and the Iowa City Education Association

This Memorandum of Understanding ("MOU") is entered into between Iowa City Community School District ("ICCSA") and Iowa City Education Association ("ICEA") regarding the 2024-2025 negotiated agreement for paraeducators.

ICEA and ICCSD recognize the important role paraeducators play in student success, and the critical need to hire and retain quality paraeducators. The ICEA and ICCSD further recognize the importance of paying all employees a living wage.

To this end, the ICEA and ICCSD mutually agree to the terms set forth in this MOU, which will be in effect for the 2024-2025 contract year:

Article VI WAGES AND SALARIES

IV Initial Placement

A. Similar Experience and Credit for District Service

"Experience in a similar position" shall be defined as experience working in a licensed day care facility or as a paraeducator (or teacher) in a K-12 school setting. Such experience shall be evaluated at the district office and salary scale placement decisions made by the HR Office. It shall be the responsibility of the employee to supply information supportive of salary schedule placement.

Individuals with experience in the Iowa City Community School District may be given full credit for non-paraprofessional experience if it is determined that the experience involved interactions with students that will transfer to the paraeducator position being assigned. Such judgments shall be determined by the district and are not subject to the grievance procedures of this agreement.

B. Probationary Period

Employees new to the district will be placed on probation for a (30) thirty work day period. Upon completion of the probationary period, the employee shall be put on the seniority list and their seniority shall be determined from the first day of employment. Probationary employees will not have any leave benefits other than prorated sick leave at the rate of one (1) day per ten days of work for a total of 3 days during the probationary period. Once the probationary employee is recommended for hire, any used sick leave during the probationary period will be subtracted from their allocation.

For the ICEA:



President / Chief Negotiator:
Brady Shutt Date 05/19/2024

For the District:



Chief Negotiator:
Nick Proud Date 05/19/2024