Iowa City CSD Iowa City EA 7/1/2005 6/30/2007

IOWA CITY CSD / EA 05-07

NEGOTIATED AGREEMENT

BETWEEN THE

IOWA CITY EDUCATION ASSOCIATION

AND THE

IOWA CITY COMMUNITY SCHOOL DISTRICT

JULY 1, 2005 *through* JUNE 30, 2007

EQUITY STATEMENT

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, creed, color, gender, national origin, religion, age, marital status, sexual orientation, veteran status, or disability, in its educational programs, activities, or employment practices. If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact Equity Director Marian Coleman at 509 S. Dubuque St., 688-1000. She will discuss the situation with you and, if you wish, help you file a grievance.

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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, if 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 (Case No. 107) on the 11th day of June, 1975.

INCLUDED: All professional employees including classroom teachers, Language Arts Resource teachers (LARS), Math Resource teachers (MARS), Daycare Lead Teacher, Preschool Lead Teacher, ELP teachers, ESL teachers, Art Education teachers, Title I teachers, Day Care Teacher, Curriculum Coordinators, Administrative Assistants to Principals, High School Dean of Students, Media Specialists, Health Services Associate, Health Services Specialist, Phase III Coordinator, Staff Development Facilitators, and Counselors.

EXCLUDED: Superintendent, Associate Superintendent, Assistant Superintendent, Executive Director of Administrative Services, Facilitator of Special Education, Director of Ancillary Services, Human Resources Director, Director of Athletics, Assistant Director of Athletics, Executive Directors of Instruction Principals, Assistant Principals, Director of Health Services, Equity Director, and Administrative Assistant assigned to Central Administrative Offices. All non-professional employees and all other persons excluded by Section 4 of the PERB Act.

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 (PERBoard). 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 PERBoard, 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 PERBoard 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 eleven (11) arbitrators from the Public Employee's Relations Board. 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 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 his/her 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 party's final offer 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 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 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 DUES DEDUCTION AND OTHER AUTHORIZED PAYROLL DEDUCTIONS

I Authorization

Any employee who is a member of the Association may sign and deliver to the Business Office an approved authorization (See Appendix A) for payroll deduction of Association dues.

Any employee may sign and deliver to the Business Office an approved authorization for other payroll deductions listed in Section VII of this Article.

II Association's Responsibility

It shall be the Association's responsibility to inform members of the dues check-off system and to provide members with the approved authorization cards.

III Deductions

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June (Appendix A). Employees who are aware of an impending unpaid leave may choose to have their dues deducted in installments equal to the number of months for which they are employed during the term of their contract.

IV Duration

Signed authorization cards must be returned by the employee to the Business Office sixteen (16) days prior to the pay date of the contract year for which dues are to be withheld. Authorization cards will have a provision for employees to authorize continuing dues deduction.

V Termination

An employee may terminate the dues check-off or other payroll deduction at any time by giving thirty (30) days written notice. Any employee who terminates employment prior to June shall provide verification to the Business Office from the Association that dues are paid in full or that satisfactory arrangements have been made.

VI Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

VII Other Payroll Deductions

In addition to dues, 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, United States Savings Bonds, the I.S.E.A. credit union, Iowa City Community School District Foundation, or other deductions mutually agreed upon by the Association and the Board. Annuities paid to the three (3) companies with the largest number subscribers 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. Authorization cards may be obtained at the Business Office.

VIII Hold Harmless Clause

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article.

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 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 his/her 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 his/her designee shall meet to resolve the grievance. The superintendent or his/her 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 eleven (11) arbitrators will be made to the Federal Mediation and Conciliation Service. 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 his/her 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 his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.

His/her 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 his/her decision must be based solely and only upon his/her 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 Type II Grievance

A. A type II grievance shall be defined as an employee's or the Association's complaint of an alleged violation or misinterpretation of any rule, order, or regulation of the Board or the administration outside the provisions of the Agreement.

B. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures. 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. It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee or of the teaching staff.

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 employee and his/her immediate supervisor. The 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 complaint or complaints pertaining 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 on 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 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 employee and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her 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. The grievant may file within five (5) school days of the superintendent's decision, a written copy of the grievance to the Board. Within fourteen (14) school days after the grievance is filed with the Board, the grievant shall meet with the Board to resolve the grievance. The President of the Board shall file an answer, in writing, to the grievant within ten (10) school days of this meeting with the Board.

III 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 employees 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 his/her 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 for an acute medical condition may be taken in one-hour increments up to a maximum of two hours per day.

A day of sick leave shall be that of the employee's workday. The minimum unit of sick leave used shall be a half day unless sick leave in one-hour increments for an acute medical condition is used. 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 prior to

completion of the first semester will be credited with a full ten (10) days of sick leave. Employees who are employed after completion of the first semester 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 will be notified of accumulated sick leave on their first paycheck received in the contract year.

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. Accumulated sick leave is non-transferable.

VI Reporting Absence

Employees who will be absent due to personal illness or injury shall use the district's answering service system to facilitate the securing of a substitute teacher. Calls to the answering service can be placed anytime after an employee leaves the school building and should be made, if possible, prior to 7:00 a.m. of the day an employee will be absent.

The answering service is in operation twenty-four (24) hours a day and will receive calls on weekends. Long distance calls will be accepted if dialed direct, but long distance "collect calls" will not be accepted by the answering service. An absent employee should call the building principal prior to 2:15 p.m. to report whether or not he/she is 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 answering service by the employee indicating whether he/she plans to return or if a substitute is needed for the following day.

Upon returning to duty, the absent employee must provide the building principal or his/her designee with the necessary information to complete the Principal's Report of Staff Absences.

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." A maximum of five (5) days per year shall be allowed for this use and shall be charged against the employee's sick leave accumulation (For additional information, see Article VIII, Temporary Leaves of Absence, Section I, Emergency 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.

ARTICLE VII TEMPORARY LEAVES OF ABSENCE

I Emergency Leave

An emergency is an unexpected occurrence or set of circumstances which demand the immediate attention and presence of the employee.
Two (2) days of leave with full pay for emergencies may be granted to employees during each school year for the following reasons:

A. Accident, involving his/her property, or the person or property of a member of his/her immediate family (father, mother, son, daughter, husband, wife, brother, sister, son-in-law,

daughter-in-law, grandchildren and grandparents of the employee and father, mother, brother, sister and grandparents of the employee's spouse) of such an emergency nature that the immediate presence of the employee is required during his/her working day.

B. Serious or critical Illness of a member of the immediate family, as defined above, calling for services of a physician and of such emergency nature that the immediate presence of the employee is required during his/her working day.

C. Other Real Emergencies, not specified above, which require the presence of the employee. Such emergencies shall exclude family illness leave as specified in Sick Leave, Article V, Section VIII. 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 but who left more than five years ago or someone who is a former student.) Professional leave is used for funerals in cases where people have worked in the district within the last five years and for funerals of current students (refer to Article VII Temporary Leaves of Absence, part III Bereavement Leave for Funerals of People Associated with the School District VI Professional Leave.

Any employee required by a subpoena to appear in court during an employee's working time, may be granted "Emergency Leave" for such purpose. If an employee has exhausted his/her "Emergency Leave," they will be required to take "Personal Leave" or "Leave without Pay." "Personal Leave" or "Leave without Pay" will be used for attendance in judicial proceedings initiated by the employee.

Approval to be absent for emergency purposes may be granted by the superintendent or his/her designee. Only the superintendent or his/her designee may determine whether the absence qualified as an emergency leave. The employee shall notify his/her principal/supervisor prior to the commencement of emergency leave. Emergency leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of 1/2-day increment if a substitute is involved.

II 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, 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 his/her 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.

III 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 or emergency 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 or emergency leave.

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

IV 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 emergency and other applicable leaves, apply to the superintendent or his/her designee for paid discretionary leave not to exceed 30 contract days in any one school year.

V Personal Leave

Employees shall be granted two (2) 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 may not take more than 3 consecutive personal leave days.

No personal leave will be granted the day before or the day after Thanksgiving Break, 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 work weeks of the school year. In unusual circumstances an employee may appeal to the superintendent or his/her designee for an exception.

No more than 7% (seven) percent of the district staff shall be granted personal leave for any one day.

Personal leave must be approved three (3) school days in advance of the leave by the employee's immediate supervisor and by the superintendent or his/her designee. If, through no neglect of the employee, the employee is unable to submit application for personal leave three days in advance, the three day prior approval stipulation may be waived by the approving parties.

Personal leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of 1/2-day increment if a substitute is involved. If used in hourly increments, 7 hours of personal leave will constitute one day of personal leave for full time employees. For part-time employee, the number of hours in the employee's work day for which the leave is sought will constitute what is one day of personal leave.

VI 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 five (5) days for the birth of a child and ten (10) days for the adoption of a child.

This leave shall not be extended with any other leave except for leave without pay.

VII Professional Leave

Employees shall be eligible to make application to the superintendent or his/her designee for professional leave. Such requests shall be in writing and emphasize increased student learning and quality professional development. 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.

VIII 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. 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 his/her designee. The Association will be given five (5) days of leave for the exclusive use of the President.

IX Jury Duty

An employee may be granted leave for jury duty. No deduction from compensation shall be made.

X 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.

XI Leave Without Pay

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

XII Reporting Absence

Employees who will be absent due to Emergency, Bereavement, Jury, Personal, Association, and/or Professional Leave are to use the District answering service system or contact the employee's immediate supervisor/principal to facilitate the securing of a substitute teacher.

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 his/her 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 his/her 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 his/her designee for evaluation. The superintendent or his/her 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 he/she 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 AND TRANSFER

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. 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. Any posting distributed during the week shall be included in the next week's listing on the district's website

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 or Transfer Request

A. Employees must be employed in the Iowa City Community School District for a period of one (1) school year before they are eligible to be transferred. This provision places no restrictions on the administration's right to assign employees.

B. Employees who desire to apply for a transfer before a vacancy exists may indicate their intent in a confidential letter of

application to the Office of Human Resources. Requests for transfer will remain active from January 1 to January 1 of the following year.

All requests received January 1 or later will be considered inactive after the following January 1. March 1 or earlier is the suggested time for employees to request a transfer to be considered for the next fall.

C. Employees who desire to apply for an existing vacancy shall indicate their intent for application, in writing, with their current administrator/supervisor and the Department of Human Resources.

D. 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, the Office of Human Resources may be notified by telephone of intent to apply by mail.

E. Transfer from one building to another building during a school year must have the consent of the administrator/supervisor responsible for each of the schools involved and the superintendent or his/her designee. If the request for transfer is denied, the employee may request reasons for denial through a meeting or in written form.

F. Within five (5) 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.

G. Employees may cancel requests for transfer or change in assignment by notifying, in writing, the personnel office and the staff person's immediate administrator/supervisor.

H. Employees desiring to be put on a priority list for change of assignment/transfer may do so at any time by: filing with the office of Human Resources a written application indicating the desire for such change, type of position desired, and a summary of how they could professionally better the district's educational process if such a change were effected.

If employees are on the "priority list" for change of assignment/transfer and do not receive either an interview or a transfer during the first year on the list, the employee(s) will be granted an interview with the Director of Human Resources

under the following conditions:

- They have requested to be on the "priority list" for change of assignment/transfer the second year.
- They have requested an interview with the Director of Human Resources the second year on the list.
- The resulting outcome of this interview is not subject to the grievance procedure.

The purpose of the interview will be to gather information about the employees' work experiences and qualifications that will be shared with the building principals. The interview can also be used to provide constructive feedback to the employee.

I Employees who apply for posted vacancies shall be given first consideration in the filling of such vacancies. No new staff will be assigned until all transfer requests have been considered. 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.

J. Part time employees wishing to be considered for additional employment for a posted vacancy shall apply in writing to the office of human resources. 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.

K. 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 <u>Administrative Initiated Change of Professional Assignment</u>

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 transferred shall be consulted privately by their current administrator/supervisor and told the reason or reasons for the transfer prior to any final decision to effect it. The reason (or reasons) a transfer 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: the staff person's experience in the district, certification, and major field(s) of degree training, most recent educational training, quality of professional experiences as evidenced through evaluation procedures, and the program needs of the individual buildings involved.

3. Upon completing transfer assignments, the superintendent's office shall notify the transferred employee, in writing, concerning building and assignment, title of position, role description, and administrator/supervisor to whom they will be accountable within 5 work days of Board action.

IV Employees will normally continue under their current assignment for the succeeding year unless notified otherwise, by the last work day for teachers, or unless demographic shifts and instructional exigencies necessitate employee transfer after the above date. Under these conditions, the affected employee and administrators will be notified as soon as possible.

V If teaching vacancies occur after August 7 and before October 1 of the school year, the above publication and application procedure may be waived by the superintendent or designee. 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.

ARTICLE X STAFF REDUCTION

I In the event the Employer determines that employees must be reduced, the following procedures will be followed:

A. Procedures for Staff Reduction

Within the areas identified in Section V below, employees with the least seniority in the district shall be reduced first.

A teacher in an area being reduced will be transferred to a position filled by an employee with less seniority in the district provided the following are met:

1. Proper certification and teaching endorsement for the specific position.

2. Teaching experience in the curricular or special assignment area.

3. The academic preparation necessary to meet Department of Education, State Board of Standards and North Central Accreditation standards in the curricular or special assignment area.

B. Staff With Same Seniority

In the event that two (2) or more employees have the same seniority within a curricular or special assignment area, it shall be the judgment of the Board as to which employee shall be reduced.

II Recall Rights

For purposes of this article, recall shall be defined as a call to return to work to a position which a previous employee, who has been reduced through staff reduction, is qualified and certificated to teach and meets the recall standards of section A above.

Any employee beyond the probationary period of employment in the District who is reduced through the enactment of the above staff reduction proceedings shall have recall rights to a position in the assignment area for which they were originally hired or were most recently teaching when reduced. Such recall rights shall exist for two (2) calendar years from the effective date of the reduction. Employees still in their probationary period of employment in the District are not eligible for recall rights.

Reduced employees will be given first consideration for any position for which they are certificated. First consideration shall mean these people will be interviewed to determine qualifications and given consideration before any new candidates are interviewed for the position. Employees will be recalled to positions consisting of contract time similar to the contract from which they were reduced. For example, an employee who worked .5-time before reduction would have recall rights to approximately a .5-time position. However, it is mutually recognized that recall may be to a position in

which the contract time is not identical to the contract from which the employee was reduced. An employee may accept or reject a recall to work in which the contract exceeds a reduction of .15 range of the contracted time from which the employee was reduced. A rejection of a contract exceeding this range shall not affect recall rights; however, any rejection of recall to a position within the above mentioned range nullifies the employee's recall rights. In either event the district will have met its recall obligation when offering the contract even though some variation in the contracted time may occur. Recall notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the last known address of the employee in question as shown on the school district's records or when personal notification is made in a direct conversation with the employee. It shall be the responsibility of each employee reduced to keep the district advised of his/her current address. Within fourteen (14) days after an employee receives notice of re-employment, he/she must advise the Board, in writing, that he/she accepts the position offered in such notice and will be able to commence employment on the date specified in such notice.

III <u>Benefits</u>

Employees on staff reduction shall be given priority as substitute teachers, and may be continued as part of the employee medical insurance group upon payment of the entire monthly premium by the individual. However, it remains the reduced employee's responsibility to apply for substituting and maintain current requirements for substitute teachers.

The district will comply with all federal and state statute related to insurance coverage for all former employees.

An employee recalled shall be placed on the salary schedule according to previous placement. Regular teaching experience in a district other than Iowa City Community Schools or substitute teaching in the Iowa City Community School District which accumulated to a total of ninety (90) consecutive days or one (1) semester in a calendar year will allow for one (1) increment on the salary schedule.

An employee who is reduced because of staff reduction and takes another teaching position shall be accorded recall rights provided by this article.

IV Association Notification

The Board shall annually provide the Association with an up-to-date list of those who have retained such recall rights provided by this Agreement by October 31st.

V Seniority for Staff Reduction

For purposes of staff reduction, 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 they transfer from one category to another category, their seniority days are transferred with them. Seniority provisions of this article shall be administered within the following categories:

Art	Business/Vocational Ed.
Driver's Ed	Elementary Classroom
Elementary Guidance	ELP
ESL	Family & Consumer Science
Foreign Language	General Music
Health	Industrial Tech
Instrumental Music	Language Arts
LARS	MARS
Math	Media Specialist
P.E.	Reading/Title I
Science	Secondary Guidance
Social Studies	Special Education
Vocal Music	Miscellaneous

VI Seniority Computation

Approved extended leaves of absence or reductions as defined in C-3 of this section 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.

The following standards shall be followed to determine seniority for staff reduction purposes:

A. From 1976 to 1984, date of hire is defined as the date of the Board meeting at which the individual was hired by the Board of Directors. (All employees will be given full time seniority prior to July 1, 1980.) Seniority will be figured on a daily basis. All contract days employed are counted for seniority purposes. This includes non-work days.

B. Effective with the 1984-85 contract, date of hire will be defined as the employee's first day of work. Seniority will be figured on a daily basis. All work days employed will be counted for seniority purposes. (Summer school, curriculum writing, and summer instrumental music instruction shall not be considered work days for seniority computation.)

C. Approved leaves of absence "freeze" seniority. That freeze will be administered in the following way:

1. Only leaves of absence without pay that extend beyond thirty calendar days will be considered when freezing seniority. For those leaves exceeding the thirty calendar days, seniority will no longer accumulate starting on the 31st day.

2. Employees who have an unpaid leave of absence for an entire year will have their leave considered to begin the first work day that teachers are expected to report in the fall, and the leave will conclude on the employee's first work day the following year.

3. Employees who have been reduced through the procedures in this article will have their seniority "frozen" during the period they are eligible for recall. If rehired after recall rights have expired, employee's seniority will be computed from the most recent date of hire as defined in Section VI.

4. For seniority accrued prior to July 1, 1980, leaves of absence will not be considered when computing seniority.

VII <u>Seniority</u>

On or about October 31 of each school year, the Superintendent will provide the Association with a list showing the seniority of each employee. When calculating days of seniority, the office of the Director of Human Resources will use the previous June 30 as the ending date.

VIII 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 his/her 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 his/her 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 for hazardous conditions in the building. A

copy of the notice will be sent to the ICEA President. The district shall make available to the faculty an explanation of the results of any testing done regarding safety in buildings.

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 his/her 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 his/her duties within the scope of his/her 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).

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 for traveling employees identified.

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 his/her 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, and faculty bulletin boards for announcements appropriate for the conduct of the Association's business. The use of districts facilities for communications which violate local, state or federal laws or Board policy are forbidden.

II Equipment

A. The school district shall provide a serviceable desk or workspace, chair, 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.

ARTICLE XIV EVALUATION

I. I. Notification

A. Assigned Employee

Prior to the end of September, the building principal or appropriate supervisor shall inform, in writing, each employee under his/her supervision of the evaluation procedure, criteria, and instruments, and advise each employee as to the designated principal/supervisor who will be the primary observer and the evaluator of his/her performance. The purpose of the orientation is to inform the employee of the evaluation procedures. No formal evaluation shall take place until such orientation has been completed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the principal or the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within one month of the first day in the new assignment.

B. Unassigned Employees

An employee not assigned to a building or assigned to more than one (1) building shall have a designated principal/supervisor who shall be responsible for his/her evaluation.

II. Frequency of Formal Evaluations

A. Probationary Employees

1. Employees new to the profession (first and second year).

   This employee will be evaluated during the first two years of teaching in the district. The focus will be on demonstrating competency in the eight (8) Iowa Teaching Standards. There will be no Career Development Plan (CDP) required.

2. Employees new to the profession (third year).

   At the end of the second year and after successfully completing the second year evaluation process, the employee shall be evaluated at least one (1) time every three (3) years.

3. Employees new to the district with less than three (3) consecutive years experience in one Iowa public school district.

   These Employees will be evaluated during the first two years of teaching in the district. The first year's focus will be on demonstrating competency in the Career Teacher Assessment (CTA). There will be no Career Development Plan (CDP) required. The process of the second year will be the same as the non-probationary employee. At the end of the second year and after successfully completing the second year evaluation process, the employee shall be evaluated at least one (1) time every three (3) years.

4. Employees new to the district with three (3) or more consecutive years experience in one Iowa public school district.

   These Employees will be evaluated during the first year of teaching in the district. The focus will be on demonstrating competency in the Career Teacher Assessment. There will be no Career Development Plan (CDP) required. At the end of the first year and after successfully completing the evaluation process, the employee shall be evaluated at least one (1) time every three (3) years.

B. Non-Probationary Employees

The employee evaluation process for career teacher will consist of two parts:

1. A Career Teacher Assessment (CTA)
   Career Teacher Assessment will focus on the employee demonstrating competency in the eight (8) Iowa Teaching Standards. The Career Teacher Assessment will satisfy the requirements of the "Performance Review" language outlined in Chapter 284 of Iowa Code.
2. A Career Development Plan (CDP)
   The Career Development Plan will focus on goals developed by the employee and the licensed evaluator that relate to the Iowa Teaching Standards and/or the district's/building staff development goals, as well as the needs of the employee.

Non-Probationary Employees shall be evaluated using a Career Teacher Assessment at least one (1) time every three (3) years. During the year in which the Career Teacher Assessment takes place, the employee will refine or develop Career Development Plan (CDP). The building principal or supervisor shall meet with employees at least once, during the second and third years, to discuss the employee's progress towards meeting the goals established on the Career Development Plan (CDP).

III. Formal Evaluation Process

All formal evaluations of an employee shall be conducted with full knowledge of the employee and primarily for the purpose of improvement of professional performance. Nothing in this article shall be construed to limit the total evaluation to only the formal classroom observation of the employee.

A. For probationary Employees, a formal evaluation shall consist of a pre-evaluation conference, a minimum of two (2) observations and two (2) post evaluation conferences. Each conference, except the pre-evaluation conference, shall include a written evaluation. The first observation and conference shall be held prior to December 15. The final observation and observation conference shall be completed prior to March 1. The summative evaluation report shall be completed on or before May 1. The process used in the second year for employees new to the district with less than three (3) consecutive years experience in one Iowa public school district, will be the same as the non-probationary employee.

B. For non-probationary Employees, a formal evaluation shall consist of a pre-evaluation conference, a minimum of one (1) observation and two (2) conferences. The observation and first conference shall be held prior to December 15. The focus of the observation and first conference will be on the Career Teacher Assessment. The Career Teacher Assessment shall be concluded by January 20 of the year in which the employee is on evaluation cycle. The purpose of the second conference will be to help create the Individual Employee Career Development Plan (CDP). The Plan will be set by May 1. The evaluator and employee shall develop a timeline and measurable indicators that would demonstrate progress towards meeting the objective outlined in the employee's Individual Employee Career Development Plan (CDP). It shall be the employee's responsibility to share artifacts and information on the progress the employee is making on the plan. Satisfactory progress must be made on fulfilling the goals of the plan on or before the next scheduled evaluation in three (3) years. The building principal or appropriate supervisor shall meet with employees at least once, during the second and third years, to discuss the employee's progress towards meeting the goals established on the Career Development Plan (CDP). The meeting(s) shall take place on or before May 31.

IV. Pre-evaluation Conference

A pre-evaluation conference must be held between the principal or the appropriate supervisor and the employee by October 1, for the purpose of explaining the criteria on which the evaluation will be based. These criteria shall be consistent with district wide and building educational goals and purposes.

V. Procedures for Observations of Classroom Employees

A. Pre-Observation Conference

A pre-observation conference will be held between the the principal or the appropriate supervisor and the employee.

B. Observation

A classroom observation period shall consist of a minimum of thirty (30) consecutive minutes.

C. Conference and Copy

A copy of the written observation summary shall be given to the employee and a conference shall be held between the employee and the principal or the appropriate supervisor within ten (10) school days following the classroom observation.

Copies signed by both parties shall 1) be given to the employee and 2) be placed in the employee's personnel file.

VI. Instruments

For Probationary Employees identified in paragraph A.1 above, the State mandated form shall be used. For Probationary and Non-Probationary Employees identified in paragraphs A.2, A.3, A.4, and B in Section II above, the Career Teacher Assessment shall by used.

All evaluation forms will be posted on the district web site. The District will notify the Association one calendar year in advance of any changes to these evaluation forms.

VII. Remediation

The obligation for remediation shall remain at all times with the employee. The building principal or appropriate supervisor shall provide the employee with constructive guidelines and assistance to improve the quality of professional performance and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing and signed by both parties. One copy shall be retained by the employee and one copy retained by the principal or the appropriate supervisor.

Specific areas determined not to be satisfactory will receive follow-up attention by the employee and the principal or the appropriate supervisor from January to May. The follow-up procedure may include a re-evaluation, an evaluation on only the specific areas ranked unsatisfactory, the development of a plan to remedy the deficiency and an informal evaluation of the progress, or some other follow-up activities approved by the principal or the appropriate supervisor. The areas found unacceptable on the Career Teacher Assessment completed by January 20th will be re-evaluated on or before May 1st using the Career Teacher Assessment. If the May 1st Career Teacher Assessment areas are still unacceptable, the district shall take appropriate action. If areas on the May 1st form are found acceptable, the dated and signed May 1st Career Teacher Assessment will be placed in the employee's permanent personnel file replacing the January form. If the areas are still found

unacceptable, the January 20th form will remain in the file with the May 1st form. When such follow-up activities are deemed by the building principal or appropriate supervisor to be of major importance to the employee performance rating, the results of such follow-up activities will be reduced to writing and added to the employee's personnel file.

VIII. Grievance

Evaluation procedures are subject to the grievance procedures of this agreement. Judgments of the evaluator reflected in the evaluation process as well as any other evaluative materials concerning the employee are subject to the grievance procedure in those instances in which the employee believes those judgments or materials to be unfair, unjust or inaccurate. However, the decision to place an employee on Intensive Assistance, by the building principal or appropriate supervisor, is not subject to the grievance procedure.

In the event that an evaluation becomes part of a procedure to terminate employment, the evaluation judgments may be submitted to a neutral as a part of a 279 hearing. The adjudication in such a hearing will include as part of his/her decision a ruling on the accuracy of the employee evaluation presented during the hearing.

IX. Responses

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may within ten (10) days of the respective conference, submit his/her objections in writing, to be attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

X. Personnel File Contents

The employee shall have the right to answer any material filed subsequent to employment and his/her answer shall be affixed to the material and placed with it in the employee's file.

Complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the employee's attention in writing within ten (10) working days of the complaint being entered into the file. The employee must confirm receipt by his/her signature on all copies. The employee's signature does not necessarily indicate agreement with the contents of the complaint. It does indicate he/she has received a copy of the specific complaint.

Materials supporting such complaints may be filed without being signed by the employee.

Material mutually defined as obsolete by the evaluator and individual being evaluated shall be removed from the personnel folder and destroyed.

XI. Right to Evaluate

If the employee is not on the evaluation cycle for a particular school year and the employee's performance declines after the start of the school year, after the initial notification process has taken place, the District has the right to place the employee immediately on the evaluation cycle. The evaluator must notify the employee in writing that the evaluation will take place, explain the process and timelines, and indicate the reason(s) for the mid-year evaluation. The Career Teacher Assessment must be completed by March 1.

ARTICLE XV INSURANCE

I. Health Insurance

The Board shall select for full time employees and members of the employee's immediate family, including domestic partner, a health and major medical insurance plan that includes the following:

A. Health and Major Medical

1. Hospitalization for a maximum of 365 days at semi-private room rates with convalescent care at one-half (1/2) the rate for double the number of days, or that which is usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80/20 (eighty/twenty) for Tier II providers, and 70/30 (seventy/thirty) for Tier III providers. Hospitalization costs for Tier I are applied to a $200 (two-hundred) per person or $400 (four hundred dollar) per family/domestic partner deductible. Hospitalization costs for Tier II are applied to a $500 (five hundred) per person or $1000 (one thousand) per family/domestic partner deductible. Hospitalization costs for Tier III are applied to a $1,500 (one thousand five hundred) per person or $3,000 (three thousand) per family/domestic partner deductible. Tier I total Co-payments, Coinsurance and Deductible shall not exceed $500 (five hundred) per individual per calendar year or $1,000 (one thousand) per family/domestic partner per calendar year. Tier II total Co-payments, Coinsurance and

Deductible shall not exceed $1,000 (one thousand) per individual per calendar year or $2,000 (two thousand) per family/domestic partner per calendar year. Allowed Charges accumulated in Tier I and Tier II will be applied to both the Tier I and Tier II Out of Pocket and Deductible. Tier III total Co-payments, Coinsurance and Deductible shall not exceed $2,000 (two thousand) per individual per calendar year or $4,000 (four thousand) per family/domestic partner per calendar year. Allowed Charges accumulated under Tier III apply to Tier III Deductible and Out-of-Pocket only.

2. Intensive care at prevailing rates or that which is usual, customary, and reasonable. (Subject to the same limits as above hospitalization co-pays, deductibles, and maximum out-of-pocket expenses.)

3. Supplemental benefits or other hospital services to include costs of special facilities and medical supplies will be paid according to the DXL (diagnostic, x-ray and lab) of the plan with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers, and 70 (seventy)/30 (thirty) for Tier III providers. DXL costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.

4. Surgical Benefits. Payment for every known medically acceptable operation considered usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and 70(seventy)/30 (thirty) for Tier III providers. Surgical costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.

5. Major medical coverage under Tier I paying 90 (ninety) percent of the expenses, or a maximum of $2,000,0000 (two million) per member per contract year with the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.

6. Prenatal and postnatal care for normal birth will be paid as a $100 (one hundred) co-pay per pregnancy for Tier I, Tier II is $250 co-pay (Deductible does not apply to either tier) and Tier III is 70 (seventy) percent after the deductible has been paid. Complications will be covered under DXL and hospitalization guidelines.

7. Out-patient diagnostic x-rays and lab services to be paid 90 (ninety) percent by the plan and 10 (ten) percent by the employee for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and, 70(seventy)/30 (thirty) for Tier III providers after the deductible has been met. DXL costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III except for Tier I Preventative Examination is 100% and the deductible does not apply. Preventative Examination under Tier II is 100% and the deductible does not apply. Preventative Examination is not available under Tier III.

8. Prescription drugs (legend) are covered with the following co-pays: $5.00 (five) for generic drugs, $10.00 (ten) for preferred name brand, and $25.00 (twenty-five) for non-preferred name brands. Covered legend drugs are defined as such by the insurance carrier. Usually they are those drugs which under Federal law, are required to bear the label: "Caution: Federal law prohibits dispensing without prescription." Injectable insulin, which does not require a prescription, is also a covered drug. There are maximum out-of-pocked expenses of $500 (five hundred) individual and $1000 (one thousand) family for prescription drugs. These expenses are not included as part of the deductible of the plan and are not integrated with other health insurance co-payments, deductibles or out of pocket limits.

9. Routine Wellness

   a. Routine physicals/Office Visits with Tier I/II primary care physician: $10 /$25 (ten/twenty-five) co-pay per visit. With Tier I/II specialist: $15/$25 (fifteen/twenty-five) co-pay per visit. The balance of the Allowed Charge paid at 100%. Deductible does not apply. Tier III does not cover routine physicals and only covers office visits at 70 (seventy) percent after the deductible. Routine wellness includes all preventative screening procedures and immunizations that are considered usual and customary given age, family history, or other risk factors.

   b. Well childcare reimbursed at 100% after the $10/$15 (primary care physician/specialist) co-pay for Tier I or the $25/$25 co-pay for Tier II as stated above. Tier III Well Child Care reimbursement for primary care physician or specialist is 70% of Allowed Charge for children newborn through 6 years of age. Deductible does not apply. Services under Tier III not covered for children age 7

years and up. Coverage includes reimbursement for routine physical examination as well as developmental assessment, anticipatory guidance, x-rays, immunizations and laboratory services.

The Board shall provide an insurance plan booklet explaining the benefits provided by the district's insurance to all employees. Employees should refer to the insurance plan booklet for more specific explanations of their coverage.

II Life

The Board shall select for each full time employee a group life policy in the amount equal to $40,000 until termination of employment. Each policy will contain an accidental death and dismemberment clause.

III Disability

The Board shall select for each full time employee a long term group disability insurance plan providing for income protection to age 70. The benefit period shall commence immediately after all accumulated sick leave has been used.

1. Monthly income benefit shall be 70% of covered monthly compensation, less any payments for that month for which the employee is eligible under the Federal Social Security act, a Workers' Compensation act or other similar legislation or under any group plan providing benefits for loss of time from employment.

2. Covered monthly compensation is defined as one-twelfth of annual salary up to the allowable maximum.

3. Once established the monthly income benefits shall not be further reduced by subsequent increases in Social Security benefits.

4. Benefits are not provided for disability due to intentionally self-inflicted injury or war or any act of war.

5. Full time employees shall be eligible for insurance on the first day of employment provided they are less than 64 years and 11 months of age. To be effective, the employee must be actively at work on that date. If not actively at work, the insurance will become effective upon return to active work for a continuous period of at least two weeks. No medical evidence is required.

6. After completion of the qualifying period, no further qualifying period will be required for subsequent periods of total disability which are due to the same or related injury of sickness and separated by less than three consecutive months of active employment.

IV Liability

All employees shall be covered by a school-financed liability insurance policy covering job-related performance of duties.

V Workers' Compensation

The school district shall provide workers' compensation insurance as required by state law. Upon request, the district shall provide a brochure explaining the benefits of Workers' Compensation to all employees.

VI Dental

The Board shall select for full time employees and members of the employee's immediate family, including domestic partner, a dental insurance plan that includes the following specifications:

1. Check-ups and teeth cleaning. 100% of routine examinations and teeth cleaning once every six (6) months, including bit-wing x-rays at 12 month intervals. Full mouth x-rays once in any three (3) year interval unless special need is shown. Topical Fluoride applications as prescribed but not more than once in any six (6) month interval.

2. Cavity repair and tooth extractions. 80% of emergency treatment for relief of pain. Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic fillings). Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).

3. High cost fillings, root canals, gums and bone diseases (non-surgical). 80% of gold fillings when other filling materials cannot be used.

   Crowns and jackets when necessary and fillings cannot be used. Non-surgical treatment for gum diseases. Root canal fillings.

4. Dentures and bridges. 50% of bridges, partial dentures and complete dentures (no coverage for lost or stolen dentures).

5. Teeth straightening. 50% of treatment necessary for the proper alignment of teeth. Limited to unmarried dependent children under a family contract to age 19.

6. Gum and bone disease (surgical). 50% of surgical procedures necessary for treatment of diseases of the gums and bone supporting the teeth.

The insurance carrier will pay up to $1000 per eligible member per year for covered benefits 1, 2, 3, 4 and 6. The insurance carrier will pay up to $1000 per eligible member per lifetime for covered Benefit 5.

VII Disclaimer

The District's role is limited to selection of the insurance carrier and the below listed payment of premiums. Any concern arising from payment of claims is to be handled between the appropriate insurance company and the individual client. In no event, will the District be required to act as the insurer in any claim. Furthermore, the parties understand that all details of policy coverage, eligibility and benefits listed above are set forth in the contract between the school district and the respective insurance carriers.

VIII Coverage

Coverage shall be continuous for full time employees. Eligible new employees will be covered within thirty days after initial employment.

A full time employee, for insurance purposes, is defined as one whose contract or assignment requires that he/she performs three-fourths (.75) or more of a normal workload per normal work week for not less than an expected nine months per twelve month period.

For insurance purposes only, immediate family is defined as spouse/domestic partner (as described in appendices F and G), and dependents.

The year for insurance coverage shall be defined as July 1st to June 30th.

IX. Premiums

For an employee who begins service prior to July 1, 2004, with a contract of .75 – 1.00 FTE, the District will provide the District's single health insurance policy or a $452 annuity. The District will pay 60% of the cost of an individual health insurance policy for each employee

with a contract of .50 - .74 FTE or a $255 annuity. Each employee with a contract of .10 - .49 FTE, will receive from the district $25 per month to purchase an annuity. Full time employees that elect to take the District's family insurance, would pay the difference between the cost of the District's family premium and the cost of the District's single premium. Part time employees that elect to take the District's family insurance will pay the difference of the cost of the District's family insurance premium and the cost of the District's contribution allotted to part time employees. In either case, no annuity would be given.

For any employee who begins service after June 30, 2004, with a contract of .75 – 1.00 FTE, the District will provide the District's single health insurance policy. The District will pay 60% of the cost of an individual health insurance policy for an employee with a contract of .50 - .74 FTE. Full time employees that elect to take the District's family insurance, would pay the difference between the cost of the District's family premium and the cost of the District's single premium. Part time employees that elect to take the District's family insurance will pay the difference of the cost of the District's family insurance premium and the cost of the District's contribution allotted to part time employees.

Any remainder of premium for medical insurance in excess of the cost of the District's single premium amount shall be paid by the employee through a payroll deduction.

X Part-Time Employees

An employee whose contract or assignment is for not less than .5-time (half of regular workload for full time personnel) but less than .75-time may participate voluntarily in the medical and/or dental insurance program by paying the remainder of the premium in excess of the amount provided by the District in Section IV premiums above.

XI Continuation

Full time employees shall continue to receive all benefits while on sick leave. Employees who no longer qualify for insurance benefits shall be dropped from the program except the medical, dental, and life insurance may be purchased at group rates at the full expense of the individual employee, consistent with policies established by the insurance carrier. The district will comply with all federal and state statute related to insurance coverage for all former employees.

If requested, the district shall provide an employee insurance inservice. A committee composed of representatives of administrators, faculty, and insurance carrier representatives shall plan and present the inservice.

XII Salary Reduction Plan

A. The District will provide a salary reduction plan, under which it will deduct from employees' monthly wages, amounts specified by employees to be applied to:
   - employees' portion of health and major medical insurance premiums;
   - employees' portion of dental insurance premiums;
   - unreimbursed medical expenses; or
   - employees' dependent care expenses.

B. Employees electing to participate in the salary reduction plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.

C. The provisions of this Section are subject to the provisions, terms and conditions of the salary reduction plan and the District's insurance policies and plans.

ARTICLE XVI 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. Adjustment to Salary Schedule

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

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 duly accredited school upon initial employment. Requests for additional credit for non-teaching

experience may be submitted to the superintendent/designee for evaluation.

C. Increments

Employees shall advance on the salary schedule one (1) step vertically for the school year unless the district exercises its right to withhold salary increases for unsatisfactory performance.

Full time employees whose combined salaries (regular salary plus Phase II supplement) do not account for a minimum raise of one hundred ($100), will be granted at least a one hundred dollar ($100) raise unless the district exercises its right to withhold a salary increase for unsatisfactory service. Employees who work less than full time will be provided a prorated minimum salary increase which reflects the percentage of time employed.

A year of service consists of employment in the Iowa City School District for ninety (90) consecutive teaching days or more in one school year.

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, he/she 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	• at least 45 semester hours beyond a bachelor's degree; graduate, undergraduate or professional growth credits which are in a field related to the teaching assignment
Masters	• a master's degree in a field which is 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, BA+20 and BA+45 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+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 or BA+45 lane. 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 or MA+30 lane. Professional growth credit must have pre-approval from the Director of Human Resources/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 <u>Method of Payment</u>

A. <u>Pay Periods</u>

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 one check 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. <u>Pay Dates</u>

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 have the option of being paid on the 15th or last work day of 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

The salary schedule (Appendix C) is based on 189 contract days. any certificated employee, except new to the district employees on 190 day contracts, whose teaching assignment exceeds 189 days shall be paid for the extra days at a per diem rate. Per diem rate is computed by dividing the annual base salary by 189 or 190 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 his/her 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.

C. Phase II Monies

Any money generated for teacher salary through Phase II of the Educational Excellence Program as delineated in Chapter 294.a, Code of Iowa will be distributed in the following manner:

1. Monies necessary to support the district contribution to IPERS and FICA for salary supplements supported by Phase II monies will be deducted from the total allocation.

2. The number of staff among whom Phase II monies will be distributed will be determined on the same date as the official student enrollment. (State Code has established this date as the third Friday in September.)

3. A "weighted" index based on the salary index listed in the salary schedules as found in Appendix C will be calculated. This calculation will involve the number of FTE at a given step multiplied by the index number of that step.
   Those multiplied figures will then be added together to produce a weighted index point total.

4. Total weighted index points will then be divided into the Phase II monies remaining after deductions for FICA and IPERS.

5. Dollars per index point will then be multiplied by the index factor to determine the total dollars per index step.

6. That figure will then be multiplied by the individual FTE to determine the Phase II salary supplement provided by Phase II monies.

7. In the event the above formula combined with regular salary does not result in a minimum of a one hundred dollar ($100) raise, employees affected will receive additional Phase II monies to ensure a minimum raise of one hundred dollars as described in Section II, C of this article. When this occurs the above process will need to be readjusted to accommodate this adjustment on funds.

8. Payment will begin with the employee's October paycheck and will be divided equally among the remaining eleven checks.

ARTICLE XVII SUPPLEMENTAL PAY

I <u>In-District Travel</u>

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

II Extra-Service Contracts

The Board recognizes the extra-service activities listed in Appendix D1.

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, AV Director, 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.

III Districtwide Coordinator Assignments

Coordinator assignments, which are not part of the employee's continuing contract, will be made by the superintendent or his/her 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 staff reduction procedures outlined in Article X. When a coordinator's assignment changes due to a curriculum review study year, the coordinator will be allowed, if he/she chooses, to remain in or return to the same seniority category (as defined in Article X Section V) and only the same building(s) in which he/she 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 D2.

ARTICLE XVIII EMPLOYEE WORK YEAR

I Work Year

The work year for returning employees shall be one hundred eighty nine (189) days. The work year for employees new to the district shall be one hundred ninety (190) days.

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.

ARTICLE XIX 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 (lunch break or preparation period) for more than three (3) hours.

V Preparation Time

All employees in the elementary schools shall have 225 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 can not be found.

Secondary employees shall teach five (5) of six (6), five (5) of seven (7), or six (6) of eight (8), depending upon the respective number of periods selected for each secondary school.

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

Part-time employees shall have prep time pro-rated.

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.

If early release days are included in the calendar, at least two of these days per month will be scheduled for elementary team planning, building grade level or building department planning and work.

VI 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 1.1 FTE.

B. Whenever possible, the trimester with a greater than 1.1 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.

Contractual minutes per week for all employees excluding lunch:

M, T, W, F	8:00 a.m. to 3:45 p.m. -- 7 hrs 15 min -- 435 min x 4 =	1740
Th	8:00 a.m. to 4:00 p.m. -- 7 hrs 30 min -- 450 min x 1 =	450
	Total minutes per week =	2190

Example 1

Junior High and Senior High total (excluding lunch) = 2190 min/wk

JH teaching = 1499 min/wk
5 of 6 or 83% 83% x 1499 min = 1244 min/wk

HS teaching = 1435 min/wk
1 of 5 or 20% 20% x 1435 min = 287 min/wk

JH prep, and before and after school time = 691 min/wk
83% x 691 min = 574 min/wk

HS prep, and before and after school time = 755 min/wk
20% x 755 min = 151 min/wk

Travel time
5 x 10 min/day = 50 min/wk
TOTAL 2306 min/wk
2306 / 2190 = 1.05 FTE

Example 2

Junior High and Elementary (excluding lunch) = 2190 min/wk

JH teaching = 1499 min/wk
5 of 6 or 83% 83% x 1499 min = 1244 min/wk

Elem teaching (Specials) = 1350 min/wk
10 of 54 or 19% 19% x 1350 min = 257 min/wk

JH prep, and before and after school time = 691 min /wk
83% x 691 min = 574 min/wk

Elem prep, and before and after school time = 840 min/week
19% x 840 min = 160 min/wk

Travel time
5 x 10 min/day = 50 min/wk
TOTAL 2285 min/wk
2285 / 2190 = 1.04 FTE

GUIDELINES TO DESCRIBE PROFESSIONAL EXPECTATIONS RELATED TO HOURS

1. To fulfill their professional responsibilities teachers are to be in their building regularly from 8:00 a.m. to 3:45 p.m. 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 course work. 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 XX 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 509 S. Dubuque Street, Iowa City, Iowa 52240.

2. If by Board, to Association at ECUU, 240 Classic Car Ct. S.W., Cedar Rapids, Iowa 52404.

ARTICLE XXI 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, 2005 and shall continue in effect until June 30, 2007.

The salary for the 2006-2007 school year will be calculated using the staff as of the third Friday in September of 2005. The current salary structure will be increased so that the total package increase will be four and two tenths (4.2) percent plus twenty five (25) percent of difference between four and two tenths (4.2) percent and the District's 2006-2007 regular program allowable growth, whichever is larger.

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 18th day of July, 2005.

IOWA CITY EDUCATION ASSOCIATION	IOWA CITY COMMUNITY SCHOOL DISTRICT
Association	*Board of Directors*
President	*President*
Chief Negotiator	*Chief Negotiator*

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION
FOR
ASSOCIATION DUES

I, _____

First Name *M.I.* *Last Name*

hereby request and authorize the Board of Directors of the Iowa City School District to deduct from my earnings in equal or nearly equal installments, association dues beginning with the next pay period. The Board of Directors will transfer the monthly deduction within ten (10) days following the pay period of each month for me and on my behalf to the treasurer of the Iowa City Education Association. I reserve the right to revoke this authorization by submitting in writing, a thirty (30) day notice to my employer and the treasurer of said organization. If I terminate my employment prior to the last deduction period, I authorize the Board to deduct the total dues payable unless the treasurer informs the Board of Directors in writing that satisfactory arrangements have been made.

This authorization will remain in effect from year to year until I rescind it in writing.

_____ _____

Signature Date

_____

Social Security Number

APPENDIX B1

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 B2

TYPE 2 GRIEVANCE REPORT

Iowa City Community School District #

Building

Date Filed

Distribution of Form

1. Employee
2. Supervisor
3. Superintendent
4. Board of Directors

Name of Aggrieved Person

LEVEL 2

A. Date violation occurred

B. Statement of grievance

C. Remedy requested

Grievant's Signature *Date*

D. 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 Board Date Received by Board

C. Disposition of Board

Signature of Board President Date

APPENDIX C

IOWA CITY COMMUNITY SCHOOL DISTRICT
Iowa City, Iowa

CERTIFICATED EMPLOYEES' BASIC SALARY SCHEDULE
2005-2006

	Bachelors		Bachelors + 20		Masters or Bachelors + 45		Masters + 30	
Increments	*Index*	Salary	*Index*	Salary	*Index*	Salary	*Index*	Salary
1	*1.000*	27,645	*1.050*	29,027	*1.100*	30,410	*1.200*	33,174
2	*1.045*	28,889	*1.100*	30,410	*1.155*	31,930	*1.265*	34,971
3	*1.090*	30,133	*1.150*	31,792	*1.210*	33,450	*1.330*	36,768
4	*1.135*	31,377	*1.200*	33,174	*1.265*	34,971	*1.395*	38,565
5	*1.180*	32,621	*1.250*	34,556	*1.320*	36,491	*1.460*	40,362
6	*1.225*	33,865	*1.300*	35,939	*1.375*	38,012	*1.525*	42,159
7	*1.270*	35,109	*1.350*	37,321	*1.430*	39,532	*1.590*	43,956
8	*1.315*	36,353	*1.400*	38,703	*1.485*	41,053	*1.655*	45,752
9	*1.360*	37,597	*1.450*	40,085	*1.540*	42,573	*1.720*	47,549
10	*1.405*	38,841	*1.500*	41,468	*1.595*	44,094	*1.785*	49,346
11	*1.450*	40,085	*1.550*	42,850	*1.650*	45,614	*1.850*	51,143
12	*1.495*	41,329	*1.600*	44,232	*1.705*	47,135	*1.915*	52,940
13	*1.540*	42,573	*1.650*	45,614	*1.760*	48,655	*1.980*	54,737
14	*1.585*	43,817	*1.700*	46,997	*1.815*	50,176	*2.045*	56,534

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 2003-2004 school year as defined in Section II, C of Article XVII, shall receive an off schedule increment of $500. Less than full time employees shall receive a pro rata amount of $500 equal to the percent of their contract multiplied by 500.

APPENDIX D1

EXTRA SERVICE ACTIVITIES
2005-2006

ATHLETICS	Percent of Index Base
Head Football	25
Ass't. Varsity Football	11.75
Head Sophomore Football	12
Ass't Sophomore Football	11
Head Basketball	25
Ass't. Varsity Basketball	11.75
Head Sophomore Basketball	12
Head Wrestling	20.5
Ass't. Varsity Wrestling	12
Sophomore Wrestling	12
Head Swimming	17
Ass't. Winter Swimming	9.5
Ass't. Fall Swimming	9
Head Volleyball	18
Ass't. Volleyball	10.25
Golf	10.5
Varsity Soccer	18
Ass't. Varsity Soccer	9.5
Junior Varsity Soccer	7.5
Cross Country	10.75
Ass't Cross Country	6.75
Head Track	18
Ass't. Varsity Track	11.5
Head Tennis	10.5
Ass't Tennis	6.5
Head Baseball	18
Ass't. Varsity Baseball	10.25
Sophomore Baseball	10.25
9th Grade Baseball	9.0
Head Softball	18
Ass't. Varsity Softball	10.25
Sophomore Softball	10.25
9th Grade Head Football	10
9th Grade Ass't. Football	8.5
8th Grade Head Football	6.75
8th Grade Ass't. Football	6.5
7th Grade Head Football	6.75
7th Grade Ass't. Football	6.5
9th Grade Basketball	8.75
8th Grade Basketball	6.75
7th Grade Basketball	6.75
9th Grade Wrestling	9
7th-8th Grade Wrestling	7.375
7th-8th Grade Swimming	6.75
7th-8th Grade Ass't. Swimming	6
Junior High Track	6.375
9th Grade Volleyball	9.00
8th Grade Volleyball	6.75
7th Grade Volleyball	6.75
Equipment – Jr. High	4.5
Special Olympics Coordinator	15

II MISCELLANEOUS ACTIVITIES (Senior High)

Position	Percent of Index Base
Audio Visual Director	6.75
High School Stage Supervisor	5
Model UN	4
Debate Coach	8.25
Drama Coach	15
Drama Ass't.	8
Forensics	8.25
Yearbook	10
Newspaper	10
Band	15
Ass't. Band	13.5
Chorus	15
Ass't. Chorus	9
Orchestra	10.75
BPA (Business Professionals of America)	6
Student Council	8.25
Pep Club	4
Cheerleading	10
9th Grade Cheerleading	2
Senior Class Sponsor	4.75
Junior Class Sponsor	8.25
Boys Intramurals	4.75
Girls Intramurals	4.75
Club Sponsor	2
Webmaster	2

II MISCELLANEOUS ACTIVITIES (Junior High)

Position	Percent of Index Base
Junior High Intramurals	6
Band	8
Orchestra	8
Chorus	8
Student Government	8.25
Junior High Cheerleading	5.25
Club Sponsor	2
Webmaster	1.5

II MISCELLANEOUS ACTIVITIES (Elementary)

Position	Percent of Index Base
Band	
One Band	5
Two Bands	8
Orchestra	
One Orchestra	5
Two Orchestras	8
Safety Patrol	5
Student Council	5
Conflict Resolution	5
Webmaster	1
Science Advocate	2

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

APPENDIX D2

SUPPLEMENTAL PAY FOR DISTRICTWIDE COORDINATORS
2005-2006

Percent of Released Time

	0%	25%	50%	75%	1(
*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%	

Percent of Index Base

*Number (FTE) Coordinated

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

Iowa City Education Association
(ICEA)

and the

Iowa City Community Schools
Board of Directors

The Board will notify all certified staff on or before February 1st, one calendar year in advance, about any changes to the ICCSD Retirement Policy

ICEA Chief Negotiator	ICCSD Chief Negotiator

Iowa City Education Association
(ICEA)

and the

Iowa City Community Schools
Board of Directors

The principal of each building will determine the following concerning the extra service position of Webmaster:

- If the position will be filled.
- The selection process for the position.
- If the position will be rotated or shared.
- The duration of the assignment.

ICEA Chief Negotiator	ICCSD Chief Negotiator

Iowa City Education Association
(ICEA)

and the

Iowa City Community Schools
Board of Directors

If the Legislature requires the District to add one or more professional development days to the school year and the Legislature provides sufficient funding to compensate teachers on a per diem basis for any professional development day which is added to the school year, then the District agrees that it will add only the required number of professional development days to the school year and that it will compensate teachers on a per diem basis for each day added to the school year.

If the Legislature requires the District to add one or more professional development days to the school year and the Legislature does not provide sufficient funding to compensate teachers on a per diem basis for any professional development which is added to the school year, then the parties agree that the compensation for any additional day shall be subject to negotiation, including all steps of the statutory impasse procedures.

ICEA Chief Negotiator	ICCSD Chief Negotiator