The Sioux City Community School District and the Sioux City Education Association thank you for your service and dedication to the students of our District. It is through educators such as yourself that we develop young minds that are the future of our community and our society. Thank you for being an educator and an employee of the Sioux City Community School District.

Although we hope you never encounter problems that become an impediment to your success, we understand that sometimes problems do occur. The District offers all our employees and their families access to an Employee Assistance Program, which can help you, or a family member, work through emotional or mental health issues.

Should you ever encounter problems at work of such a nature as to feel threatened or harassed (or become aware of someone who is encountering such a problem), whether by a student or another employee, it is important for you to know that you have a variety of ways to seek assistance. The District takes all forms of harassment very seriously and will not tolerate any such harassment. Should you believe you are encountering such a problem you should immediately contact someone of authority that can either take action or bring it to the attention of someone who can take appropriate action. Some options include your principal, the Director of Student Services and Equity Education, the Director of Human Resources, your Associations’ ISEA Regional Director, the Associate Superintendent or the Superintendent. The primary point to remember is, tell someone so the District can become aware of the problem and take the appropriate action to resolve it. Again, we hope you will never have such a problem but if you do, seek help from the resources available within the District and the issue will be addressed quickly and decisively.

We hope you find your position with the District challenging, rewarding and enjoyable. Thank you for all that you do.
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ARTICLE 1
Preamble

The Board of Directors of the Sioux City Community School District, also known as the Board of Education, hereinafter referred to as the “Board,” and the Sioux City Education Association, hereinafter referred to as the “Association,” recognize the aim of the public schools is to provide a quality education program for the children and youth of the School District.

Whereas, the parties have agreed to negotiate in good faith and,

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

ARTICLE 2
Recognition

A. Unit

The Board hereby recognizes the Sioux City Education Association, an affiliate of the Siouxland UniServ Unit, the Iowa State Education Association (ISEA) and the National Education Association (NEA), as the certified, exclusive and sole bargaining representative for all certified personnel as set forth in the PERB certification instrument (Case No. 152) issued by the PERB on the 12th day of December, 1975.

The unit described in the above certification is as follows:

Full-time and regular part-time elementary and secondary classroom teachers; itinerant elementary music, art, and physical education teachers; elementary and secondary librarians; special education teachers; counselors; home instruction teachers; school community agents; Title I reading teachers; school nurses; head school nurse; TAG teachers; ESL teachers; employees on sabbaticals, and all Teacher Leadership Compensation (TLC) teachers.

Further, the bargaining unit shall exclude superintendent; associate superintendent; directors of technology, operations and maintenance, learning supports, elementary education, secondary education, communications, human resources, student services and equity education, and curriculum, instruction, and assessment; food service coordinator; secretary to the board; purchasing agent; all school principals and assistant principals; and all other persons specifically excluded by Section 4 of the Iowa Public Employment Relations Act.
B. Definitions

1. The term “Board”, as used in this Agreement shall mean the Board of Education of the Sioux City Community School District or its duly authorized representatives.

2. The term “School District”, as used in this Agreement, shall mean the Sioux City Community School District.

3. The “employee”, as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

4. The term “Association,” as used in this Agreement, shall mean the Sioux City Education Association or its duly authorized representatives or agents.

ARTICLE 3
Grievance Procedure

A. Definitions

1. Grievance

A “grievance” is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this Agreement.

2. Grievant

A “grievant” is the person(s) or the Association making the complaint.

3. Party in Interest

A “party in interest” is the grievant or any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a grievance, which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
C. General Procedures

1. Time Limits

Every member of the Bargaining Unit shall have the right to present grievances in accordance with these procedures. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The failure of a grievant or in the event of an appeal to arbitration, the Association, to act on any grievance within the prescribed time limits will act as; a bar to any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

The time limits specified may be extended by mutual agreement.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein for Steps One and Two shall be reduced so that said steps of the grievance procedure may be completed prior to the end of the school year. The provisions of the Third Step shall apply to year-end grievances, but no arbitration hearing shall be scheduled during the summer vacation period.

3. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result insofar as possible in no interference with or interruption of the instructional program of the grievant or of the teaching staff.

D. Processing Grievances

1. First Step (Principal or Immediate Supervisor)

Within ten (10) contract days of the act or condition, which gave rise to a grievance, the grievant may complete, deliver and file with the Principal or immediate Supervisor the written grievance set forth in Exhibit “A” attached (Grievance Report). The grievance form shall be available from the Association representative in each building. Said form shall be signed by the grievant and may also be signed by a representative of the Association. The Principal or immediate Supervisor shall make a decision on the grievance, enter such decision in writing to the grievant and Superintendent within five (5) contract days after receipt of the Grievance Report.
2. **Second Step (Superintendent)**

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Superintendent within five (5) contract days of the Principal’s written decision at the First Step. Within ten (10) contract days after such written grievance is filed, the grievant and Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) contract days of the Second Step grievance meeting and communicate it in writing to the grievant and the Principal.

3. **Third Step (Arbitration)**

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a written request to the Superintendent within thirty (30) days from receipt of the answer in the Second Step to enter into such arbitration.

The parties will equally divide any fees charged by PERB to provide a grievance arbitration list. Within (10) ten days of receiving the list from PERB, the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Superintendent. The Arbitrator shall issue a decision not later than twenty-one (21) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the final statements and proofs on the issues submitted. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

The cost of a substitute teacher for the grievant during arbitration hearing shall be borne equally by each party. The Association shall pay the full cost of the substitute teachers for its witnesses.
E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

F. Grievance Affecting Class of Employees

When a grievance affects a class of employees, the Association may submit such grievance in writing directly to the Superintendent or his/her designee, and the processing of such grievance shall be commenced at the appropriate level. The Association may process such a grievance through all levels of the grievance procedure.

G. Arbitration of Multiple Grievances

If more than one grievance is pending arbitration, each grievance must be presented to a separate arbitrator unless the parties mutually agree otherwise.

H. Decision of Central Administrator

Whenever the decision giving rise to the grievance was made by a central administrator, the grievant may file the grievance beginning at the Second Step.

I. Grievance Precedent

The failure of an employee to file a grievance shall not set a contract interpretation precedent if a grievance is subsequently filed for similar circumstances by another employee.

ARTICLE 4
Association Rights

A. Use of Facilities

Subject to the approval of the Superintendent, the Association and its members shall have the right to make use at all reasonable hours of school buildings and facilities for meetings. The Principal of the building shall be notified of the time and place of all meetings.

B. Communications

Subject to the approval of the Superintendent or building Principal, the Association shall have the right to post notices on employee bulletin boards of activities and matters of Association concern. A portion of at least one bulletin board shall be allowed in each school building in areas designated for employee use such as staff lounges and workrooms but not in areas generally open to the public or students.
Subject to the approval of the Superintendent or building Principal, the Association may use the District mail service and employee mailboxes for communications to employees. Association mail will only be opened by Association members for whom intended.

C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before school, during the noon lunch period, after school and at other times with approval of the building Principal, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE 5
Payroll Deductions

Upon appropriate written authorization from the employees the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 6
Compliance Clause

A. Compliance Between Individual Contract and Comprehensive Agreement

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling. Each individual employee contract shall be signed by the President of the Board when tendered to the employee, and after it is signed by the employee, it shall be retained in the employee’s personnel file.

In the event the Board uses any individual contract, which varies in substance from the standard contract, a copy thereof shall be given to the Association within five (5) days after its execution.

B. Separability

Should any article, section or clause of this Agreement be declared illegal by a court of last resort having competent jurisdiction, then such article, section or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.
C. **Printing**

The District will make available to each bargaining unit member an electronic copy of the Master Contract and provide the Association with fifty (50) printed copies.

D. **Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to any provision 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 the Board at 627 4th Street, Sioux City, Iowa 51101.

2. **If by Board**

   To Association at 1119 Fourth St., Suite 213, Sioux City, Iowa 51101.

**ARTICLE 7**

**Wages**

A. **Salary Schedule**

The salaries of regular full-time employees are set forth in Exhibit “B” attached hereto and made a part hereof.

The salaries of regular part-time employees shall be at a ratio proportionate to their part-time service.

If the legislation regarding Phase I and II is amended or if the funding formula or monies appropriated for Phases I and II are changed, then the integrated Phase I and II monies shall be removed from the salary schedule.

An employee who fails to sign and return his/her continuing contract by at least the twenty-first day following the delivery date or the date of proof that delivery was attempted will not receive any negotiated salary increase for the contract year. This provision will be waived if there are extenuating circumstances as determined by mutual agreement of the Superintendent and the President of the Association.

Written notice of this provision will be provided to each employee upon the issuance of his/her contract. During the 21 day period after the issuance of continuing contract, the Principal, or designee, will make an effort to remind the employee to return his/her contract.
Prior to the end of each school year, the Human Resources Office shall make every effort to notify employees whose licenses will expire prior to the end of the following school year. This notification shall be in writing. Employees shall make every effort to provide proof of current licensure or proof that they submitted their license renewal application in a timely fashion. For purposes of this provision, proof of licensure may include a copy of the application to the Department of Education which may be verified by the District. Failure to provide proof of licensure or failure to provide proof that a license renewal application was submitted to the Department in a timely fashion may result in the withholding of pay, an unpaid suspension, or termination of the employee’s continuing contract under Iowa Code Chapter 279. This provision does not affect in any way an employee’s rights under Iowa Code Chapter 279.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with Section Two (2) below. Any employee who performs work under a contract with the Board prior to the first day of the second semester of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

If the District decides to offer a contract to a person who has previously served as a substitute teacher in the District then credit for substitute experience may be applied on the salary schedule as follows: subbed for at least 120 days = 1 year; subbed for at least 240 days = 2 years.

If the Board determines that it is appropriate to do so based upon the availability of applicants for a position, the Board may place a newly hired employee on any step up to and including step 6 based on his/her comparable work experience.

Upon initial employment credit up to and including the eleventh (11th) step of the appropriate salary lane on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school. Total credit shall not exceed ten (10) years.

3. Returning to District

Any employee with previous teaching experience in the School District shall upon returning to the system receive full credit on the salary schedule for teaching experience prior to leaving the District provided during the absence he/she remained teaching.
4. **Military Service**

No credit for teaching experience shall be given for military service unless required by law. Employees who have received credit for teaching experience due to military service shall not be affected by the foregoing.

C. **Advancement on Salary Schedule**

1. **Increments**

Employees shall be granted one increment or vertical step on the salary schedule for each year of service until the maximum for their educational classification is reached, subject to Section “F” of this Article.

For the purpose of determining such increments, a year of service consists of employment in the School District for consecutive teaching days equaling more than 50% of the teaching days in that contract year.

2. **Educational Lanes**

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the step corresponding with that to which they would have been entitled had they remained in their former educational lane. An employee if eligible shall be entitled to move both horizontally and vertically in the same year. A clerical or timeline error by either party will not preclude the use of courses to advance on the salary schedule. If that occurs, there will be a meeting between the teacher and the Human Resources Department to discuss and resolve the matter. The decision of the Director of Human Resources, or his designee, will be final. To advance from one educational lane to another, an employee shall complete and file with the human resources office a written application form furnished by the School District and available online under Human Resources no later than September 15 of the school year for which the credit is to be granted. Grade report forms may be temporarily accepted as evidence of completion of a course intended to be used by an employee in making application for horizontal advancement. If an official transcript(s) of credit(s) earned is not filed with the human resources office by the end of the first semester, the employee shall be moved back to his/her previous salary lane and his/her salary shall be reduced to make up for any overpayment. An administrative or clerical error at a college or university shall not be the sole basis for denying an employee’s request to move to a higher salary lane.

3. **Advanced Degree**

With the approval of the Superintendent, advanced degrees may relate to any position an employee holds or desires to hold within the School District or for any administrative position.
D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the last business day of each month.

2. Exception

When a pay day falls on or during a school holiday, or vacation, the School District will make every reasonable effort to provide employees their paychecks on the last previous workday.

3. Deduction for Absence

Salary deductions for absence from duty for reasons not allowable under this Agreement shall be made on the basis of 1/193rd of the annual pay for each day of absence, unless the employee is contracted for more or less than 193 days. In these situations the basis shall be 1/number of contract days.

4. Summer Checks

Regular salary checks for June 30 and July 31 other than for summer school shall be mailed to the address designated by the employee or electronically deposited as per paragraph 5 of this Section D. Employees who have submitted a written letter of retirement shall have the option to receive their July and August paychecks in June, mailed to their designated address or deposited in a designated bank account.

5. Electronic Deposit

Employees shall have the option to have their paychecks deposited directly to their designated bank account. Employees who sign an initial contract of employment after July 1, 2009, will be required to receive their paychecks by electronic deposit.

E. Extra Assignment and Extended Contract

The salary schedule is based upon the regular school calendar and the workdays and holidays as set forth in this Agreement.

1. Any employee whose full-time assignment exceeds the regular employee work year shall be additionally compensated in the proportionately additional amount.

2. After an application process, which is determined by the Administration, and notice to all team members team leaders will be selected by the building Principal and will receive 5 percent of the base salary in addition to their regular salary. Beginning July
1, 2011, team leaders will be rotated after serving three years as team leader unless an extension is mutually agreed upon.

3. Every effort will be made to not assign an initially licensed teacher to teach a combination classroom.

4. A teacher who performs substitute teaching duties during his/her planning period will receive $30 for each period or class he/she substitutes. In a block schedule, a teacher will receive $30 per hour for each hour that he/she substitutes (e.g. 90 minutes = $45). A teacher who performs substitute teaching duties for one-half day (3.5 hours cumulative throughout the day) or more will receive $75 for the substitute work.

F. Withholding Increases

For just cause, the Board has the prerogative of withholding any increase in the salary of any individual. In no case will this provision be used to circumvent the provision of paragraph “B.2” of this Article. The Association shall be notified whenever this provision is invoked.

G. Head Teacher’s Salary

Beginning July 1, 2011, head teachers may be rotated after serving no more than five years in their leadership position. Head teacher assignments may be extended by mutual agreement. Any employee who also serves as a Head Teacher shall receive the regular salary provided in the salary schedule (Exhibit “C”) and in addition will receive:

1. Supplemental pay of sixteen percent (16%) of base salary on Exhibit “C” for extra duty responsibility; and

2. Regular salary for any extended contract (1/193 of Exhibit “C” for each day of the extended contract).

H. Nurses Salary

All nurses hired shall be placed on the teachers’ salary schedule, according to degree and experience.

I. Teacher Compensation

If the State reduces the cost per pupil amount for the Teacher Salary Supplement, the dollars incorporated into Exhibit B, will become the subject of negotiations subject to statutory impasse.
ARTICLE 8
Supplemental Pay

A. Rates of Pay for Extracurricular Responsibilities

Employees assigned for extracurricular responsibilities shall be compensated according to Exhibit “C” attached hereto and made a part hereof. Individuals who are not employed as teachers by the District shall be compensated in a manner which complies with the Fair Labor Standards Act.

B. Extracurricular Responsibility Contracts

1. Conditions of Service

Employees who are not subject to a contract issued pursuant to Iowa Code Section 279.19A and who are assigned for extracurricular responsibilities shall be required to fulfill such responsibilities subject to the following conditions:

a. Unless the Board and the employee otherwise agree, the basic period of service shall be five (5) years.

b. Employees may resign at any time, provided the Board agrees to such resignation.

c. During the fifth year of extracurricular service, employees may request to be released from the extracurricular position of their individual contract by submitting to the Board their written resignation effective at the end of the then current school year. Following receipt of an employee’s request to resign, the Administration shall attempt to obtain a qualified replacement. If a qualified replacement is obtained, the employee’s resignation shall be accepted by the Board. If no qualified replacement is obtained, the employee shall be required to fulfill the extracurricular duties during the succeeding school year.

d. During the sixth or any following year of extracurricular service, employees may request to be released from the extracurricular portion of their individual contract by submitting to the Board their written resignation effective at the end of the then current school year. Following receipt of an employee’s request to resign, the Administration shall attempt to obtain a qualified replacement. If no qualified replacement is obtained, the employee shall be required to fulfill the extracurricular duties during the succeeding school year but shall be released from the extracurricular portion of his/her individual contract at the completion of said school year.
2. To comply with this provision, an employee’s written resignation must be submitted to the Board no later than January 1 of the then current school year.

3. The Board shall not be required in accordance with this provision to release an employee from more than one extracurricular duty for any one school year.

4. Years of service for employees who are assigned extracurricular responsibilities on the effective date of this Agreement, shall be calculated from July 1, 1979, commencing with the school year in which said service actually began provided it has been continuous.

5. The Board and the Association acknowledge that the assignment of extracurricular responsibilities is a non-mandatory subject of bargaining. In the event that the Board withdraws this provision from this Agreement without the approval of the Association, the parties agree that the provision of this Agreement entitled “Withholding Increases” [Article 7, F] shall also be withdrawn from this Agreement.

6. Employees who are subject to a contract issued pursuant to Iowa Code Section 279.19A will be governed by the provisions of that section and will not be subject to the provisions of this Article.

C. Hourly Pay for Extra Duty Categories Outside of Regular Contract

The hourly rate to be paid for employees listed below will be $30.

Traffic Education  
Professional Development  
Summer School  
Curriculum Development  
Building Level Professional Development  
Tutors

The job titles listed above are examples of hourly rate categories.

ARTICLE 9  
Sick Leave

A. Use of Sick Leave

Sick leave is granted for medically related disability and is generally intended to be used only when an employee’s physical or mental illness prevents him/her from performing his/her normal duties. Sick leave also shall be granted for the period during which an employee is required by a doctor’s orders to be examined or tested in a hospital, or when an employee is
required by his/her dentist to have emergency dental care. Sick leave shall only be available to be used on contract days.

An employee may use one day of the employee’s accumulated sick leave for an emergency. For purposes of this Section, the term emergency shall mean business which cannot be conducted at any time other than during the employee’s school day, and the determination of the time allowed shall be up to the Human Resources Director. For example, some of the more common uses would be major accidents involving spouse, children or employee; emergency home issues; legal issues; and care of an ill immediate family member after all other leave is exhausted; and law enforcement closing roads to and from school. These may require an all-day absence. Other issues like autos that won’t start, unsafe road conditions, minor traffic accidents involving spouse, children or employee may require only a partial day of leave.

Seven (7) days of sick leave may be used to provide care and attention to a member of the employee’s immediate family but limited to the following: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the household of the employee, and to conduct business related to the death of an immediate family member as defined above. These seven (7) days may be configured any way the employee desires. One (1) day of sick leave may be used to attend the funeral of an individual not listed above.

An employee may use up to ten (10) days of their accumulated sick leave for the purpose of adoption.

Employees will call their building principal or supervisor to make sick leave requests. If the building principal or supervisor does not answer the call, the employee must leave a voicemail message.

For employees who have used no more than ten (10) days of sick leave in the preceding three (3) years, up to two (2) full days of sick leave shall be available for:

1) The birth of a grandchild.

2) an extension of bereavement leave for the death of a grandparent or grandchild; or

3) an extension of bereavement leave for parent, parent-in-law, child, wife, husband, brother, sister, or any member of the household of the employee if the funeral of such person is held in a location which is 100 miles or more from Sioux City, Iowa.

B. Accumulative Benefits

All employees shall be provided sick leave benefits as set forth in Iowa Code Section 279.40. Employees hired prior to the commencement of the school year shall be entitled to ten (10) sick leave days as of the first official day of said school year even though they are unable to report for duty on that day due to physical or mental illness. Employees who are hired and
who begin work after commencement of the school year shall receive sick leave benefits prorated (on an annual basis of ten (10) days of sick leave for a full school year) to the date on which they are scheduled to report for duty. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred thirty (130) days.

Sick leave benefits as set forth in Iowa Code Section 279.40:

<table>
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<tr>
<th>Year of Employment</th>
<th>Benefit Days</th>
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<tr>
<td>First</td>
<td>10</td>
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<tr>
<td>Second</td>
<td>11</td>
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<td>Third</td>
<td>12</td>
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<td>Fourth</td>
<td>13</td>
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<td>Fifth</td>
<td>14</td>
</tr>
<tr>
<td>Sixth and subsequent</td>
<td>15</td>
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</table>

C. **Notification of Accumulation**

Each employee shall be given a copy of a written accounting of accumulated sick leave days no later than October 15 of each school year.

D. **Extended Medical Leave**

An employee who has exhausted any eligible Family and Medical Leave Act (FMLA) job protected leave shall be granted a leave of absence without pay up to one (1) year because of personal illness or disability. The Board shall base its decision as to the illness or disability and the length of leave therefore on the recommendation of the employee’s physician and/or a physician selected by the Board if the Board so desires. At its discretion the Board may renew the leave for up to two years.

The Board shall continue to pay their current District paid benefits for the duration of said leave, but not beyond twelve (12) months in all events.

Thereafter, but prior to the expiration of the Board-paid insurance coverage, the employee may arrange with the Human Resources office to continue premium payments at his/her expense. It is understood, however, that the Board shall not be responsible and does not insure that the employee can secure such continued coverage with the insurance carrier on the expiration of the first twelve (12) months of leave.

E. **Job-related Injury**

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their workers compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to the accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one (1) day for each day of absence due to a job-related injury.
F. **Proof of Illness**

The Superintendent or Human Resources Director may require the employee to furnish a doctor’s statement to substantiate illness or disability for which sick leave benefits are requested.

G. **Pre-Determined Temporary Disability Leave**

1. Sick leave benefits for pre-determined temporary disability leave, to the extent of an employee’s accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommendation of duties.

2. An employee shall notify the Superintendent, or his/her designee, as soon as the necessity for taking sick leave becomes known to the employee.

3. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

4. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Benefits Manager and the employee’s physician, and may also be in consultation with a physician of the District’s own choosing.

5. A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted or denied to all employees.

H. **Sick Leave Bank**

1. Bargaining unit employees will contribute a maximum of one hundred ten (110) days of sick leave to the sick leave bank for use as specified in this section. The contribution amount will be divided evenly between semesters. Should the days allocated for distribution in the first semester not be used during that semester the unused days will be available in the second semester.

   If any unused sick leave bank days are carried over as provided by Paragraph 2 of this Section, then the number of unused days will be equally divided between the first semester and the second semester.

2. If there are days remaining in the sick leave bank at the end of the year, employees who contributed sick leave days to the sick leave bank shall not have any of the
remaining days returned to them. Up to thirty (30) unused sick leave bank days may be carried over from one year to the next.

3. The use of sick leave days from the bank shall be limited to employees who have used all of the accumulated sick leave days, have not yet met the elimination period for long term disability insurance, and suffer from a serious and/or chronic or long term illness. Sick leave bank days shall not be available for an employee on a day-to-day basis, unless used for a serious and/or chronic medical condition.

4. Requests for the use of sick leave bank days shall be provided to the Department of Human Resources and to the Association. All requests for the use of sick leave bank days must be jointly approved by the Director of Human Resources and the Director of the Association. The Association can decide to deny requests for the use of sick leave bank days if the employee used ten (10) sick leave bank days during the previous school year. Up to ten (10) sick leave days will be allocated to each eligible applicant. If there are sick leave days remaining in the bank at the end of the school year, they will be allocated on a pro-rated basis among eligible sick leave bank participants based upon the number of days for which an employee would have been eligible if there were no ten (10) day limitation. If there are days available after the pro-ration of days, those days will be carried over up to thirty (30) days.

**ARTICLE 10**
**Temporary Leaves of Absence**

A. **Paid Leave**

As of the beginning of the school year employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. **Jury Duty and Court Appearance**

   Any employee who is subpoenaed for jury duty during school hours by any person or party and any employee who is subpoenaed by any person or party to appear in any court proceeding shall be provided leave for such duty and appearances and shall return to work upon completion of their jury duty or court appearance. The School District shall pay the employee the difference between the fees or remuneration granted by the court or subpoenaing party and the regular School District pay.

2. **Bereavement**

   A leave of not more than five (5) days within any five (5) consecutive contract day period will be granted in case of death in the immediate family of an employee but
limited to the following: parent, parent-in-law, child, step-child, child-in-law, wife, husband, brother, sister, or any member of the household of the employee.

A leave of not more than one (1) day will be granted in the case of a death of the following relatives of the employee: grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or first cousin.

In the event of the death of an employee or student in the School District, the Superintendent or his/her designee, shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

3. **Professional Leave**

Short periods of professional leave may be granted to employees. Professional leave under this provision will only be available to employees on an every-other-year basis. Employees may apply to attend a national convention once every three years. These limitations shall be waived for those employees who serve as presenters, officers, or board members and whose funding is derived from an outside source. This provision is intended to encourage reasonable attendance at professional meetings during the school year.

Requests for professional leave must be in writing and should be forwarded well in advance to the Principal or Coordinator for approval and then to the Director of Curriculum, Instruction and Assessment for approval.

This leave is considered to be self-directed. The District may direct employees to attend meetings, seminars and conventions for the purpose of school improvement, but such District-directed leave and the expenses related to such leave shall be provided from a fund other than that established by this subsection.

4. **Personal Leave**

Employees shall be granted two (2) full days of personal leave per school year. Personal leave must be used in the following increments: 2 days, 1 3/4 days, 1 1/2 days, 1 1/4 day, 1 day, 3/4 day, or 1/2 day. Personal leave may be used in quarter-day increments only for the purpose of attending all elementary and secondary school functions for the employee’s child. In order to assure adequate staffing of the school, any employee desiring personal leave shall submit a request for the same in writing to the employee’s Principal at least five (5) days in advance of the requested leave day. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the Director of Human Resources shall have the discretion to grant only those requests for which adequate substitutes may be obtained, and shall grant those requests received more than ten (10) days in advance of the requested leave day on a “first come, first served” basis. Thereafter, requests shall be granted on the basis of seniority unless a less senior employee has
encountered an emergency. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday, or for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Neither shall any personal leave of absence be allowed or recognized during any form of work stoppage. Personal leave shall be non-accumulation. An employee who does not use all of his/her personal leave may carry ½ or 1 day of personal leave (no other fractional days may be carried over) to be used in the subsequent year.

If the employee has used one day of sick leave for emergency purposes, the personal leave day may be used for a second emergency leave day under the same conditions.

5. **Deduct Days**

With the approval of the Director of Human Resources, an employee may have one (1) day away from work with the actual cost of the substitute teacher being deducted from his/her wages. A deduct day will not be approved unless the employee has exhausted his/her personal leave and will only be approved for good cause and has approval from the building administrator.

**B. Discretionary Leave for Good Cause**

Other temporary leaves of absence may be granted for good cause but without pay, providing the Superintendent or his/her designee, approve such temporary leave.

**C. FMLA Leave**

The Board agrees to comply with the Family and Medical Leave Act and agrees that any policy adopted to implement the FMLA shall in no way reduce or adversely impact any other provision of this Agreement.

**D. Religious Leave**

Any employee whose religious affiliation requires the observance of recognized religious holiday of his/her faith other than those scheduled in the school calendar shall be excused by the Superintendent or his/her designee for said religious holidays. Religious leave shall be either a compensatory time or non-paid basis.

**E. Mid-Year Hires and Part-Time Employees**

The following conditions apply to employees who are scheduled to start work after the first day of the contract year: (1) any regular full-time employee who is scheduled to start work prior to the first day of the second academic quarter shall be eligible to receive the full benefit available, (2) any regular full-time employee who is scheduled to start work on or after the first day of the second academic quarter but prior to the first day of the second
academic semester shall be eligible to receive three-fourths (3/4) of the benefit available; and (3) any regular full-time employee who is scheduled to start work on or after the first day of the second academic semester but prior to the fourth quarter shall receive 50% of the benefit available and (4) any employee who starts on or after the first day of the fourth quarter shall not be eligible to receive any benefits under this provision.

The following conditions apply to regular part-time employees: (1) any regular part-time employee who works fifty percent (50%) or more of a regular full-time assignment shall be eligible to receive the full benefit available, and (2) any regular part-time employee who works less than fifty percent (50%) of a regular full-time assignment shall not be eligible to receive any benefits under this provision.

ARTICLE 11
Extended Leaves of Absence

A. Political Leave for Public Office

Political leave shall be of two general types: a temporary leave to seek office and a more extended leave to hold elective or appointive office.

Leave to run for public office shall be granted for such period of time as the Board or its designee may deem appropriate.

A leave of absence designated as “Political Leave” not to exceed two (2) years shall be granted to an employee who holds elective office in the Iowa General Assembly, the United States Congress, the Executive Branch of the State of Iowa, or the Executive Branch of the United States of America. Thereafter, the Board in its sole discretion may grant such additional leave as it deems appropriate.

A leave of absence not to exceed one (1) year shall be granted to any employee holding any other full-time elective public office in which such employee would be prevented from performing the regular school duties.

A leave of absence not to exceed two (2) years may be granted at the discretion of the Board of an employee who holds an appointive position in any local, state or federal governmental office.

Political leave shall be without pay and without any fringe benefits.

All requests for political leave shall be made in writing to the Superintendent at least thirty (30) days prior to the effective date of the leave.

Return after holding an elective or appointive public office shall be at the beginning of a school year or at mid-year to a like or similar position subject to the provisions of Article 15.
Upon return from such leave, the employee shall be placed on the same salary step prevailing at the time such leave was taken.

It is understood that holding an elective or appointive political office which does not interfere with regular school duties would not require a leave.

Every reasonable effort shall be made to enable an employee who holds a local part-time political office to secure a part-time job for which he/she is qualified, providing such part-time job is available. The determination of whether such employee is qualified for such part-time job shall be made in the same manner as in all other placements.

B. Family Illness

A leave of absence without pay or benefits not to exceed one (1) year may be granted subject to approval of the Board or its designee for the purpose of caring for a child, spouse or parent who is seriously ill, and have exhausted any eligible Family and Medical Leave Act (FMLA) job protected leave.

C. Educational Improvement

A leave of absence without pay or benefits not to exceed one (1) year may be granted at the discretion of the Board to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return the employee shall be placed on the same salary step prevailing at the time such leave was taken.

D. Military Leave

All employees who are subject to state or federal military service shall make every reasonable effort to provide that such service occur during non-contracted periods of the teaching year. Leave of absence shall be granted, however, for any period of active state or federal military service which would be required during the employee’s contract period.

Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) calendar days of such leave to the extent required by Chapter 29A, Code of Iowa; provided, in the event any change is made by the Iowa General Assembly in Chapter 29A, Code of Iowa, then this leave of absence provision shall be changed within sixty (60) days from such change in the law. Where the military duty is for a period of thirty (30) days or less, a leave of absence shall only be required for those days that the employee would normally perform services for the School District.

E. Miscellaneous

Other extended leaves of absence without pay or benefits may be presented to the Superintendent for review, then taken to the School Board for approval.
F. Adoption

1. When an investigative agency requires an adopting parent to remain at home with the infant to be adopted for a period not exceeding one (1) year, the Board may grant a leave of absence without pay and without fringe benefits for such period. The employee at his/her option may continue premium payments on health, accident, major medical insurance, term life insurance, prescription drug insurance and dental insurance for the duration of such leave at his/her expense.

2. Leave for adoption shall also be granted subject to the following conditions: (a) the leave shall not exceed four (4) consecutive weeks except as allowed under FMLA, (b) the leave shall be provided to an employee adopting a child immediately following the adoption, (c) the leave (up to 4 weeks) shall be charged to sick leave, (d) the leave shall be limited to the adoption of children who are twelve (12) years of age or younger, (e) the leave shall not be provided to children who are adopted due to marriage or as a result of a residential foster child relationship, (f) upon approval of the adoption by the placing agency or individual, the employee shall give the School District as much notice as is reasonably practical, and (g) if both adoptive parents are employees of the School District, leave will be provided only to one parent.

G. Commencement and Return Rights

For leaves of absence granted under Article 9, upon return the employee shall be granted the first available like or similar position for which he/she is qualified. With the exception of leaves for child-rearing which commence immediately following exhaustion of all other leave benefits, family illness or adoption, all extended leaves shall commence and return shall be at the beginning of the school year or at mid-year.

ARTICLE 12
Employee Work year and Holidays

A. Contract Work Year

1. Regular Contract Work Year

The regular contract work year for employees shall not exceed one-hundred ninety-three (193) days of which one-hundred eighty (180) days shall be teaching workdays, six (6) days shall be non-teaching workdays, two (2) days shall be parent-teacher conference exchange days, and five (5) days shall be holidays.

If the District is required to add any professional staff development days to the work-year to comply with its obligations under Iowa Code Chapter 284 and the District receives funding from the State for such additional days, then the District will add
such days to the contract and, provided the State funding for such days is sufficient to do so, the District will pay employees at the per diem rate for such additional days. If the District is required to add any professional staff development days to the work-year to comply with its obligations under Iowa Code Chapter 284 and the State funding for such days is not sufficient to pay employees at the per diem rate for such additional days, then the parties will bargain to impasse under a timeline waiver using the impasse procedures contained in Iowa Code Sections 20.20 and 20.22.

2. **Extended Contract**

An extended contract shall consist of such number of teaching and non-teaching workdays as shall be determined by the Board but not in excess of forty-eight (48) weeks. Employees on an extended work contract shall have the same holidays as provided in paragraph “B” following.

**B. Holidays**

The regular contract period of employees shall include five (5) holidays. These holidays are:

- Labor Day (First Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)
- New Year’s Day (January 1)
- Memorial Day (Last Monday in May)

If an extended contract of an employee requires employment beyond the Fourth of July, then such employee shall receive the above five (5) holidays plus the Fourth of July.

No employee shall be required to perform duties on any of the above holidays.

It is acknowledged that the wage and salary schedule of Article 7 includes pay for the contract year including teaching workdays, non-teaching workdays and the above holidays.

**C. Unpaid Vacations**

1. The day following Thanksgiving.

2. Six (6) weekdays in addition to Christmas Day and New Year’s Day.

**D. School Calendar**

Prior to fixing of the school calendar, including periods for Winter, Spring and Summer recesses, the Association, parents, employees not in the bargaining unit and others shall have an opportunity to present their views and requests to the Board. In the event that teaching days are lost because of inclement weather, the Board shall determine the days to be used as
makeup days after consultation with the Association.

After the calendar has been established, the Association shall be notified immediately prior to the Board’s considering official action to change the calendar. In no case shall such notification take place later than ten (10) contract days prior to such action.

**ARTICLE 13**

**Employee Hours**

**A. Workday**

The language below covers only the preparation guaranteed contractually. Other periods of preparation time, although not guaranteed contractually, may be available for planning. For a travelling teacher, every effort will be made so the majority of his/her preparation time will be provided during the student day in the building he/she is scheduled to be teaching the longest.

Each certified teacher shall receive a minimum of 700 minutes of preparation time in a 10-day cycle. The above preparation time includes time prior to the start of the student day and time after the departure of students. The scheduling of preparation time shall be determined at the building level by mutual agreement between the Principal and the Association representatives selected by the teaching staff. It is realized that there are exceptions to the normal schedule for preparation time depending on circumstances beyond the principal’s control.

Every effort will be made to schedule a minimum of 30 continuous minutes of preparation time three of five days and one additional day of 25 minutes of continuous preparation time. This continuous preparation time may include the before and after school time but it is preferable to schedule the continuous minutes within the student day if at all possible. It is understood by both parties that there are exceptions that may periodically prevent this continuous time (i.e. weather, professional development, special programs, etc). The intent of this agreement is to foster an understanding that each party wants to find and schedule as much continuous preparation time as possible for certified teachers. However there are constraints that limit the ability every day for continuous preparation time of 30 minutes. In addition to the preparation time referenced above, each elementary employee shall receive break time of 10 minutes in the morning and 10 minutes in the afternoon four out of five days. On the day where breaks are not possible, teachers will work with their principal and peers to ensure personal needs are met.

**1. Length of Day**

The workday for certified teachers shall be seven (7) hours and forty (40) minutes.

It is recognized that the total school program at each school includes such events as plays, athletics, music programs, open-houses, parent-teacher conferences and
programs, faculty meetings and all other similar types of school functions and programs.

From time to time the Superintendent or building Principal may require a change in the daily hours for employees and also may require an employee to attend the above-designated functions and programs if the employee is not on a leave of absence as provided in this Agreement.

Duties at plays, athletic events and music programs shall be assigned by the Principal on an equitable basis. An employee may be required to attend all faculty meetings unless excused by the building Principal or unless the employee is on a leave of absence as provided in this Agreement.

Employees may be required to perform a maximum of two (2) duties in addition to open house outside of the normal contract day.

B. Lunch Periods

1. Periods and Duties

The lunch period shall be free of all teaching and non-teaching duties except when the Principal determines that an emergency exists, such as when the safety of students is the paramount concern.

Reasonable additional time for travel to another assignment will be granted to those employees who are assigned to more than one building.

2. Leaving the Building

After notification to the Principal, employees may leave the building during their scheduled duty-free lunch periods.

C. Trained First-Aid Personnel

In the absence of full-time nurses in each building and to insure the protection of employees and students, the Board may provide release time with pay for employees to receive training in first-aid.

D. Building Faculty Meetings

1. Employees shall be required to attend no more than fifteen (15) building faculty meetings per school year. Such meetings shall not last longer than forty-five (45) minutes after the end of the employee’s normal workday. When held before school, such meetings shall commence no earlier than forty-five (45) minutes prior to the beginning of the normal workday.
2. The Principal shall provide a written agenda for a faculty and or professional development meeting at least two (2) contract days prior to the meeting and shall note on the agenda the date and time it was posted. It is understood that the Principal may need to amend the agenda prior to the meeting due a variety of factors. Employees may suggest agenda items up to three (3) contract days prior to a faculty meeting.

A minimum of one Monday per quarter, employees will be dismissed at their regularly scheduled dismissal time.

E. Building Social Activities

Faculty social activities for showers, weddings, graduations, promotions, holidays and similar occasions may be held in school facilities during non-duty hours subject to the approval of the Superintendent or building Principal.

F. Early Dismissal

Employees will be dismissed one hour early prior to Thanksgiving, winter, and Spring break periods with no loss of salary and will not be required to make up the time.

ARTICLE 14
Professional Standards and In-Service

A. Certification of Employees

Standard Licensure

The Board agrees to hire only employees holding a license issued by the Iowa Department of Education for every teaching assignment.

B. Continuing Contracts

Continuing contracts shall be issued to all employees regularly employed full or half-time in federally-funded programs. The source of funds shall not affect their employment status or the language of their continuing contracts. The staff reduction policy shall be applicable to all employees regardless of the funding origin for their positions.

C. Selection of Employees

All employees shall be selected on the basis of qualifications for a particular position.
D. Additional Assignments

Summer School

Employees are not required to teach summer school. Summer school positions will be offered to qualified bargaining unit members prior to offering positions to applicants from outside the District. The District may hire the most qualified applicant.

E. Resignations

1. Resignations During the School Year

An employee who finds it necessary to request a resignation during the school year must notify the Director of Human Resources in writing with a copy to the building Principal as soon as possible prior to the date of said resignation and include in the notice a statement of the reason(s) for the resignation.

2. Resignations at the End of the School Year

An employee who wishes to resign prior to issuance of new contracts shall notify Human Resources in writing. Notification in writing shall also be sent to the building Principal or the immediate Supervisor.

3. Late Resignation Policy

An employee who requests to be released from a signed contract after June 1 may be held responsible up to a maximum of $135 for the costs incurred to contract a qualified replacement provided the decision to resign was entirely of the employee’s own volition and not due to extenuating circumstances beyond his/her control. Extenuating circumstances would be, but not limited to, transfer of spouse, serious illness in the family, or a doctor’s recommendation for resignation.

F. Attendance at Conferences, Professional Meetings, Conventions and Clinics

1. Notification

The Superintendent or his/her designee will use reasonable efforts to notify all employees of professional meetings, education conferences and clinics.

2. Expenses

a. The Superintendent or his/her designee may approve requests to attend such meetings without any reimbursement for expenses incurred.
b. Any in-service training approved by the Superintendent or his/her designee shall be without loss of pay for the employee.

c. All expense reports shall be filed with the office of Curriculum, Instruction, and Assessment.

ARTICLE 15
Procedures for Reduction of Staff

Seniority

A laid off employee’s seniority shall accumulate from the date of his/her first signing a continuing contract, and the period of layoff and subsequent recall shall not change the employee’s seniority date.

ARTICLE 16
Health Provisions

Tobacco Use Policy

All employees shall comply with Board Policy No. 121 for Smoke and Tobacco Free Environment.

ARTICLE 17
Safety Provisions

A. Employee Equipment

1. Each school shall maintain the following equipment for employees:

   A desk and chair for use of the employee in every case where the Superintendent or his/her designee determines that it is practical to do so.

2. To the extent required by any applicable laws or regulations, special clothing, equipment and devices as may be needed by an employee to perform assigned duties shall be provided by the Board without charge to the employee.

B. Protection of Employees

1. Reporting Assaults

   Employees shall report as soon as possible cases of assault suffered by them in connection with their employment to their Principal or immediate Supervisor. A
separate report may be filed by the employee with the police and/or the Association. The Principal or immediate Supervisor shall in no way hinder the making of such a report, and will offer assistance in making the report if requested.

2. **Bomb Search**

No employee shall be required to search for a bomb.

C. **Unsafe or Hazardous Conditions**

When, in the judgment of the employee, an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, said condition will be reported promptly to the Principal or immediate Supervisor. This report shall be in writing and on a form provided by the School District and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

ARTICLE 18
Employee Evaluation

A. **Personnel File Review**

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file except for confidential matters as determined by the Superintendent or his/her designee. A representative of the Association at the employee’s request may accompany the employee in this review.

The Board or its administrative representative, including building Principals, shall not establish any separate, secret personnel file.

B. **Personnel File Contents**

1. Each employee’s personnel file shall contain, among other items, the following:
   
   a. All employee evaluation reports  
   b. Teaching Licenses  
   c. Copies of official personnel action  
   d. Letters of commendation  
   e. College placement material, including official transcripts  

2. The employee shall have the right to respond to all materials contained in said file. Such employee responses shall become part of said file.
3. Any 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.

C. Personnel File Reproduction

The employee shall have the right to reproduce or receive a copy of any of the contents of his/her personnel file except for the confidential matters therein as determined by the Superintendent or his/her designee.

D. Disciplinary Action

No employee shall be suspended or demoted without just cause.
ARTICLE 19
Duration and Signature

A. Duration Period

This Agreement shall be effective July 1, 2021, and shall continue into effect until June 30, 2023, subject to a reopener for wages and Article 7E(2).

B. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 1st day of July, 2021.
EXHIBIT “A”
GRIEVANCE REPORT
SIOUX CITY COMMUNITY SCHOOL DISTRICT

Distribution of Form

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FIRST STEP

A. Date Alleged Violation Occurred

B. Section(s) of Contract Alleged to be Violated

C. Statement of Grievance

D. Relief Sought

Signature of Grievant ___________________________ Date __________

DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR

Signature of Principal or Immediate Supervisor ___________________________ Date __________
SECOND STEP

A. ___________________________________________ Date Received by Superintendent

   Signature of Grievant

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE____________________________

   _____________________________________________

   _____________________________________________

   _____________________________________________

   Signature of Superintendent or Designee Date

THIRD STEP

A. ___________________________________________ Signature of Association President

   Signature of Grievant

B. ___________________________________________ Date Received by Arbitrator

   Date Submitted to Arbitrator

C. DISPOSITION AND AWARD OF ARBITRATOR____________________________

   _____________________________________________

   _____________________________________________

   _____________________________________________

   Signature of Arbitrator Date

NOTE: All provisions of ARTICLE 3 of the Agreement shall be strictly observed in the
settlement of a grievance.
The Parties agree that the current structure of the salary schedule be maintained, and the base be increased by $540.

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All salaries include state funded Teacher Supplemental Salary money (TSS = $5,990)

*Includes Longevity Stipend = $2,025
Doctorate = Additional $1,300
National Board Certified = Additional $1,000
### EXHIBIT “C”
### 2021-2022 SUPPLEMENTAL PAY SCHEDULE
### SIOUX CITY COMMUNITY SCHOOL DISTRICT

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<tr>
<th>Position</th>
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Memorandum of Understanding
Teacher Leadership System

The Sioux City Community School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership System. The Sioux City Community School District and the Sioux City Education Association have reached the following agreement in regard to Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership System (TLS). This Memorandum of Understanding (MOU) shall be in effect for the 2021-2023 school years and shall be reviewed and/or amended on an annual basis thereafter.

1. Selection Committee.

   A. Each building site will appoint a selection committee for the TLS. The committee shall be comprised of two teachers appointed by the Association and two administrators appointed by the Superintendent. A building site may form a joint selection committee with another building site, provided the total number of committee members is four.

   B. The committee will accept and review applications for a TLS position and will make recommendations to the Board for appointment. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional growth, consider the needs of the school district, and review the performance and professional development of the applicants. Teachers who are selected must meet all of the qualifications contained in the TLS grant and contained in the law.

2. Selection of Teacher Leaders.

   The Board will review the committee’s recommendations and shall appoint teachers to serve in TLS positions. In making appointments, the Board will consider the needs of the school district and the performance and professional development of the applicants.

3. Assignment of Teacher Leaders.

   Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.

4. Teacher Leadership Compensation.

   The salary supplements received by teachers assigned to TLS positions will be as specified in the District’s approved Teacher Leadership grant application. The salary supplement is compensation to the teacher in the TLS position for the additional contract days and hours of work required of the teacher.
5. **Hours of Work.**

Teachers in TLS positions will work the number of hours specified in Article 13 and as necessary to perform the duties of their teaching and TLS position. The expectations of the District with regard to hours of work of teachers in TLS positions will be contained in the job description for each TLS position. The description will include expectations for parent-teacher conferences, regular duty assignments, school events, and other teaching-related duties.

6. **Work Year.**

Teachers in TLS positions will work the number of days specified in the District’s approved Teacher Leadership grant application and as provided by law.

7. **Seniority.**

Teachers in TLS positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at the time of their selection for a TLS position.

8. **Funding for Program.**

Teacher leadership supplement foundation aid from the state shall be required to sustain the TLS program. The TLS salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.