

AGREEMENT

Between the

CEDAR RAPIDS EDUCATION
ASSOCIATION

and the

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

Cedar Rapids, Iowa

2024-2026
(2024-2025)

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PREAMBLE

The Board of Directors of the Cedar Rapids Community School District and the Cedar Rapids Education Association recognize and declare that providing a quality education for the students of the Cedar Rapids Community School District is their mutual desire and that the character of such education is enhanced by the quality and morale of the teaching staff and those support personnel who work directly with students. Therefore, it is the objective of the parties to this Agreement to accommodate their respective interests consistent with the foregoing principle.

ARTICLE I RECOGNITION

A. UNIT

The Cedar Rapids Community School District hereby recognizes the Cedar Rapids Education Association, which has identified itself as an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive bargaining representative for all personnel employed by the school direct as set forth in the PERB certification instrument (case #94) issued by the PERB on the 27th day of June 1975. This shall include all such personnel on an authorized leave of absence and any position hereinafter created which is not supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All professional, non-administrative staff: classroom teachers, media specialists, counselors, nurses, project leaders, area chairpersons, special projects personnel, therapists, and clinicians.

EXCLUDED: Superintendent, assistant superintendents, principals, associate principals, administrative assistants, directors, coordinators, paraprofessionals, and all other persons excluded by Section 4 of the Act.

B. DEFINITIONS

1. The term "School District" or "school district," as used in this Agreement shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all persons described in Section A of this Article.
3. The term "Association," as used in the Agreement, shall mean the Cedar

Rapids Education Association, or its duly authorized representatives or agents.

4. The term "school year," as used in this Agreement, shall mean the normal employee work year.

ARTICLE II EMPLOYEE WORK YEAR

A. WORK YEAR

The work year for continuing employees shall be one hundred ninety-one (191) days. The school district may require up to five (5) additional duty days for new employees. It is understood that not more than one hundred eighty (180) days shall be student contact days. The work days not designated as student contact days shall be devoted to employee inservice activities and individual preparation as determined by the school district.

It shall be the objective of the school district to schedule no more than one-half of the total time on non-student contact days for employee in-service activities. Of the remaining time, six tenths (.6) shall be available for individual preparation and record keeping, the scheduling of which shall be at the discretion of the school district. In the event an employee work day is lost for an emergency closing, the employee shall be free to leave as soon as responsibilities for students have been completed, as determined by the principal, supervisor or designee. The employee shall perform job related duties on any day, or partial day, scheduled in lieu thereof, if the school district schedules such day or partial day.

When inclement weather necessitates a delay in the beginning time of the normal school day, the start of the teachers work day shall be equally delayed. In the event the teacher cannot safely arrive before the beginning of the student day, they may use emergency leave for the time missed. In the event school dismisses early as a result of inclement weather or any other emergency, teachers shall be dismissed as soon as their responsibility for students is completed, as determined by the principal, supervisor or designee.

In buildings where there is a need for supervision of students during a late start or early dismissal period, Principals shall have authority to allow compensatory time to teachers who agree to accept the assignment to come in, or stay late and assist with the necessary supervision.

B. SCHOOL CALENDAR DISTRIBUTION

The school calendar shall be distributed to employees within thirty (30) days following its adoption, but no later than May 1.

C. LEGISLATED WORK DAYS

Distribution of funding for legislated work days beyond the current one hundred ninety-one (191) day contract shall be determined by state law and/or negotiations between the Association and the school district.

**ARTICLE III
EMPLOYEE HOURS**

A. WORKDAY

The employee workday shall not exceed eight (8) hours, including duty-free lunch time and preparation time, on school premises, unless excused by the responsible administrator, but excluding paid, extra-curricular responsibilities.

However, employees may be required to attend one (1) faculty meeting of reasonable length per month beyond the normal work day, scheduled at least one (1) week in advance, and a maximum of three (3) other professionally related events, one of which shall be open house, after normal work hours and on a work day.

Employees shall also be required to attend eight (8) hours of professional development sessions annually, in not less than two (2) hour increments. Sessions shall be scheduled and announced no less than two (2) weeks in advance and should be scheduled during the teacher's 191-day contract, unless building agreement is reached to do this professional development outside those 191 days. Contractual leaves may be used when an employee cannot attend. Professional development may be different within a building/site for differing teams/groups/departments. Administrators and teachers should work together to determine the professional development needs of their building/site and how best this time can be used to improve student achievement. If building administrators and teachers cannot come to agreement as to the timing of this professional development, the Resolution Team shall make a final determination.

On a work day when students are in attendance, preceding a school district designated holiday or vacation period, employees shall be excused after students have been dismissed for the day, provided further student supervision is not needed as determined by the principal. The foregoing shall not be construed to eliminate the employee's responsibility toward students placed under the employee's supervision during the

employee's required workday. Schedule C assignment time commitments shall not interfere with the priority to assist classroom students.

A goal is for employees to have at least two mornings per week where they are not required to attend meetings. In addition, meetings should be kept to a minimum during conference windows.

Employees who teach an Early Bird class or part-time employees participating in early dismissal professional development activities on student contact days beyond his/her contract day will be compensated for the scheduled time based on their per diem rate. Hours worked should be submitted on a time sheet. Employees will not be paid for time spent past the scheduled end-time for the meeting.

B. PREPARATION TIME

It shall be the objective of the school district to provide employees with an average of forty (40) continuous minutes of individual preparation time daily. Wherever practicable, the preparation time will be provided during the time students are typically in attendance. The parties acknowledge that financial, enrollment, collaborative time, peer review, and scheduling limitations may affect this objective. Pervasive use of these exceptions shall be addressed by the Resolution Team. No later than thirty (30) employee working days after the start of the school year, the Superintendent and/or designee shall meet with a committee of not more than five (5) employees designated by the Association President to review those circumstances that merit consideration when this objective has not been reached.

The practice of using a classroom teacher as a substitute, thus losing personal preparation time, is undesirable and shall be discouraged. In those cases where a substitute teacher is not available, a classroom teacher may volunteer/agree to serve as a substitute during their personal preparation time. Those teachers who perform a substitute assignment shall be compensated at the stipend rate of \$21.00/hour. Each personal preparation period shall constitute one hour of pay.

C. DUTY-FREE LUNCH PERIOD

Except in cases of emergency, a continuous thirty (30) minute duty-free lunch period shall be provided daily for each employee.

**ARTICLE IV
WAGES AND SALARIES**

A. RATE OF PAY

Salaries shall be determined annually as per the Salary Distribution Schedule that is attached hereto as Schedule A.

B. EXPERIENCE CREDIT

1. Newly employed teachers will be allowed credit for each full year of verified teaching experience. No teacher shall be credited with a greater number of years of experience than their actual verifiable teaching experience. Teachers shall be hired and placed as per the Hiring Guide.
2. Teachers shall receive one (1) full year of credit for ninety-five (95) duty days or more during one school year.

**See additional information in the Letters of Understanding

C. TRAINING LEVELS

For purposes of placement on the salary schedule, training levels are defined as follows:

- | | |
|-------------------|---|
| Bachelor's Degree | - At least a bachelor's degree |
| Bachelor + 12 | - At least 12 semester hours of professional growth credits beyond the bachelor's degree. |
| Bachelor + 24 | - At least 24 semester hours of professional growth credits beyond the bachelor's degree. |
| Master's Degree | - At least a master's degree specifically related to the field of education. |
| Master + 15 | - At least 15 semester hours of professional growth credits beyond the master's degree. |
| Master + 30 | - At least 30 semester hours of professional growth credits beyond the master's degree. |
| Master + 45 | - At least 45 semester hours of professional growth credits beyond the master's degree. |

Doctorate - a doctor's degree specifically related to the field of education.

It is understood that "hours beyond" as used above means - college, university, or license recertification credit earned after the completion of requirements for the teaching degrees, as shown on the official transcripts submitted to the Human Resources Office.

Employees who advance from the BA to the BA+12 level and from the BA+12 to the BA+24 level shall receive 4.5% salary increase. Employees, who advance from the BA+24 to the MA level and to any level above MA, shall receive a 5% salary increase. When earning a master's degree, employees may advance more than one level annually and shall receive the stated salary increases for each level advancement achieved.

Employees who receive their National Board Certification shall receive a 5% salary increase. Employees receiving an NBC adjustment shall be expected to maintain that certification or sacrifice the salary increase. If it becomes necessary to reduce an employee's salary because they chose not to recertify, the salary reduction shall be exactly equal to the increase that was received at the time of the original certification. NBC teachers who recertify shall receive an additional 5% salary increase. The District shall reimburse NBC teachers the full application and processing cost for recertification if such reimbursement is not available from the state and upon successful achievement of recertification. NBC teachers who declare in writing to the office of human resources their intent to retire within three (3) years of their recertification date shall not be required to recertify and shall not be penalized with a salary reduction. The District may require reimbursement of NBC salary increase(s) received during the period of time his/her certification had lapsed if the employee does not retire as per his/her stated intent. NBC teachers who have accepted District leadership roles, i.e. facilitator, curriculum leader, lead teacher or coordinator, shall not be required to recertify until such a time as a recertification process is available to them and they shall not be penalized with a salary reduction unless they fail to recertify within three years after recertification becomes available. In this case, if the teacher fails to recertify when a process becomes available, the District may require reimbursement of all salary increase(s) awarded for NBC. If it becomes necessary to seek repayment of the employee's salary because they chose not to recertify, the salary repayment shall be exactly equal to the increase that was received at the time of the original NBC plus salary increases earned, based on that dollar amount.

Nurses who receive their national certification shall receive a 1% salary increase.

Employees at the BA+24 level, MA+45 level and Doctorate level shall be eligible for educational salary adjustments. At the BA+24 level, employees shall be eligible for two (2) additional 2% salary increases for each 12 hours of education/professional development. Employees at the MA+45 level shall be eligible for three (3) additional 3%

salary increases for each 15 hours of education/professional development. Doctorate level employees may pursue lane change post-doctorate every four years at a 5% salary increase for each 15 hours of education/professional development, not to exceed four total post-doctorate lane changes. Credits to be counted for educational salary increases for adjustment shall not be retroactive and must be earned after June 1, 2006. Credit will be given for college coursework and or renewal credit classes. Undergraduate coursework taken for credit by MA+45 and Doctorate level employees must have prior approval from the employee's evaluator and must be related directly to their teaching assignment.

D. COURSE APPROVAL PROCESS

Teachers will identify planned and/or proposed professional development. Teachers will submit the online Human Resources approval form to their evaluator. Human Resources will notify the teacher whether or not the desired professional development is approved for Level Change. Disputes related to approval of professional development coursework shall be directed to the Teacher Quality Committee and may be appealed to the District Resolution Team.

1. The credit/course must not be a duplicate of any credit/course for which one has previously received credit.
2. Credit/course attendance and work may not be done during assigned work time, unless using one's personal day(s). Assigned work time includes the eight hours of professional development in Article III.
3. Only credit/courses that are directly related to one's present teaching assignment with the Cedar Rapids Community School District will be accepted. Credit/courses that relate to a Schedule C/extracurricular assignment alone will NOT be accepted. Credit/coursework taken to obtain an administrative degree, and credit taken to obtain or achieve a new endorsement has been determined to be related to all teachers' assignments.
4. Credit/courses must be offered through an Iowa accredited university, college, or an entity provider (such as an AEA, ISEA, or the CRCSD recertification credit/courses) with the right to offer certification credit in Iowa. Advanced degrees from an institution outside of Iowa may be approved on a case by case basis by the District Resolution Team. The expectation would be that the program is of high quality with a nationally recognized reputation.
 - a) Employee completes online course approval form for the advanced degree, including a plan of study for the program.
 - b) Resolution Team Facilitator reviews the course approval form with Human Resources and determines if additional content expertise (lead

content facilitators) to review the program is necessary for the District Resolution Team.

- c) Content expert(s) review the program verifying if it meets high quality standards.
 - d) The District Resolution Team reviews the request including the review from content experts and makes a recommendation for approval/non-approval within 30 days of course approval form received.
5. Credits that qualify for CEU's in nursing will be accepted for level adjustment for school nurses.
 6. All credit/coursework for a level change must be completed on or before September 1st of the year in which the level change is sought. This means that the provider institution must officially record the credit/course or degree on or before September 1st.

E. LEVEL CHANGES

Applications for a level change, NBC adjustment, or an educational salary adjustment shall be made to the District's Teacher Quality Committee prior to September 15th of the applicable contract year. If a transcript is not available by this date, other satisfactory evidence of the completion of a course will be recognized by the Teacher Quality Committee Liaison pending receipt of the official transcript. However, the salary adjustment shall not occur until the official transcript is received by the Human Resources office. The salary adjustment shall be retroactive to the beginning of the school year. If, after making application for a level change prior to the September 15th deadline, an official transcript(s) is not provided on or before November 1st of the applicable contract year, the level adjustment or educational salary adjustment shall not be provided for that contract year. If, after making application for a level change prior to the September 15th deadline, verification of NBC certification is not submitted on or before February 1st of the applicable contract year, the NBC adjustment shall not be provided for that contract year.

Applications for level adjustments are available on the District's Human Resources website (Level Change Form).

1. Level Change form must be completed by the employee and submitted to Human Resources before September 15th of the school year for which the level change is being requested. The form can be found on the Human Resources website.
2. In the event that the transcript is not available by September 15, the waiver on the Level Change form must be completed.

3. An official transcript(s) must be provided on or before November 1st of the contract year. The only exception to this deadline is for those achieving National Board Certification. Upon receiving and submitting the National Board Certification official verification in December or January, one may earn a level change retroactive back to the start of the school year.
4. Level change, as for all changes in compensation, must receive board approval.
5. A failure to adhere to deadlines will mean that a level change will not be granted for that contract year. However, one may reapply for a level change the following year.
6. It is the teacher's sole responsibility to see that all application materials including transcript(s) arrive within the prescribed timelines. It is recommended that the employee have his/her transcript(s) sent to his/her residence and then personally deliver it/them to Human resources. In this way, the employee knows if the correct transcript has been delivered within the prescribed timelines.

F. METHOD OF PAYMENT

1. The payroll department will provide a schedule for paydays at the beginning of each school year that provides for pay in equal installments bi-weekly on a Friday unless otherwise indicated as agreed upon by the District and the Association. Pay stubs and checks will be sent via US Mail to all employees if the payday falls on a school holiday. All new employees will be required to use electronic deposit of payroll.
2. Each employee holding a supplemental contract(s) shall be paid in equal installments on every other Friday beginning on the second payday in September. An employee may elect to have the supplemental salary paid in total upon conclusion of the activity. Such election by the employee shall be made when the supplemental assignment is accepted. In the event an employee enters into a supplemental contract after the timelines have elapsed for paying in equal installments, the employee shall be paid for that supplemental activity in one lump sum upon conclusion of that activity.
3. During the summer recess, for employees not using electronic deposit, the paycheck shall be mailed to the employee's residence or bank. The school district shall not be required to mail a paycheck outside the United States.
4. Each employee shall have the option of receiving the remainder of her/his salary on the second regularly scheduled payday following the last day of the school year.

If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be revised by mutual agreement between the parties.

G. DEDUCTION

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of deduction shall be 1/191 of the employee's base-contract salary. In the event that an employee's duty year is different than the school year, the divisor shall be adjusted accordingly.

**ARTICLE V
EXTRA ASSIGNMENT AND COMPENSATION**

A. DEFINED EXTRA ASSIGNMENTS

1. Extended Contract
2. Summer School Assignment
3. School District Curriculum Assignment
4. Schedule C Assignment
5. Enrichment/Webmasters
6. Compensatory Time
7. Short Term contract

Employee assignment to Schedule C positions shall be made in accordance with applicable state law.

B. EXTRA ASSIGNMENT RATES

1. Assignments defined in Section A - 1, 2 and 3 above shall be compensated at a rate based on the employee's base salary from Schedule A. The following shall determine the hourly rate of pay:

$$\text{Per Diem Rate} = \frac{\text{Employee Base Salary}}{191 \text{ Days} \times 8 \text{ hours}}$$

Any lunch period that occurs during such an assignment shall be non-reimbursed.

It is understood and agreed by the parties that the teaching assignments involving the following summer school course offerings and any other summer school offerings as may be mutually agreed upon are excluded from paid preparation time:

Basketball	Swimming	Work Experience
Football	Gymnastics	Physical Fitness
Media Specialist	Non-Credit Music	Recreational Art
	Non-Credit Drama	

For other summer school teaching assignments, the school district shall provide twenty (20) minutes of preparation time for each hour of student contact time, not to exceed sixty (60) minutes per day.

2. Schedule C assignments shall be paid according to Schedule C Point Values. The school district and the Association agree that the assignments listed in Schedule C are official school sponsored activities. A Schedule C contract may split the FTE between two individuals by mutual agreement and approval from the District Resolution Team.

3. Building Enrichment Funds will be extra contracts applied for within buildings to support extension activities in equitable proportions for students in the areas of athletics, academics, and fine arts. Proposals for the activity will be submitted to a building leadership team for consideration defining the intent of the activity and the number of hours required. Leaders of these approved activities will be paid \$25 an hour. Building budgets for such intramural activities will be based on student enrollment. Elementary budgets will receive \$14 per student and middle schools \$11 per student. High School intramurals will focus only on Academic and Competitive/Non-competitive categories with a budget based on \$8 per student. Any dispute as to equitable distribution of Intramural budget may be directed to District Resolution Team.

Balances for Enrichment will be carried forward to the following year.

Extra contracts will be issued for a webmaster at each building. Webmasters will receive \$25 an hour for maintaining the building website in coordination with the school district technology guidelines. Elementary webmasters will be allowed up to 40 hours, middle school 60 hours and high school 80 hours on their extra contract.

4. Employees who are required to work additional days before the start of the normal school year, or after the conclusion of the normal school year shall be issued short term contracts and shall be compensated at their normal per diem rate of pay.

Short term contracts shall be issued to High School Counselors for 20 days, Middle School Counselors for 10 days, Elementary School Counselors 5 days and

Media Center Personnel at all levels for 5 days. Employees may decline the additional work days as long as satisfactory provisions are made to meet the needs of the students at that attendance center. Some allocations for counselors may be split with facilitators that work in counseling offices.

Scheduling of the extended contracts days shall be agreed upon between the individual and their Principal. If agreement cannot be reached, the parties shall refer the matter to the Resolution Team.

Media Center personnel shall be eligible for an allotment of extended contract days in each building they serve. The actual number of extended contract days each building will have available is determined at the school district's discretion and is not subject to the grievance procedure of this contract.

C. SALARY SUPPLEMENTS

1. Teacher Salary Supplements, (TSS) will be included in the normal salary schedule.
2. Teacher Quality (SF 284) funds shall be used to provide one extra day of professional development, extending the teacher's working agreement from 190 days to 191 days. Eight hours (per diem) of professional development shall be paid to all eligible employees without regard to their FTE status and will be included in the normal salary schedule. Employees may use paid leave of absence but will not be allowed to access unpaid leave of absence for this day.
3. Should the school district not receive expected legislated salary supplements identified in 1 and 2 above, negotiations will be reopened to determine necessary adjustments to the normal salary schedule and/or school calendar.
4. All calculations of per diem pay, including leaves of absence (both paid and unpaid) and separation benefits will be based on the full salary amount, including all negotiated and legislated salary amounts.

D. COMPENSATORY TIME

Employees shall be granted four days of comp time in lieu of additional salary for working extended hours for parent-teacher conferences or for supervision duties after contract hours at the secondary level. The school district shall determine the dates on which compensatory time may be used. Individual or building agreements (agreements between building administrators and teachers in that building) that offer other compensatory time are strictly prohibited.

Compensatory time may be granted by Principals in compliance with Article II, Section A, Workday.

**ARTICLE VI
LEAVES OF ABSENCE**

Both the Association and The District recognize the importance of teachers being in the classroom to instruct students. Both parties will make every effort to minimize teacher absenteeism.

A. PERSONAL ILLNESS

Personal illness leave is provided to employees with the expectation that it is generally accumulated for their protection. The District may request a statement from a health care provider even if leave time remains available.

Employees shall be granted leave without loss of pay for personal illness, childbirth, adoption and illness associated with pregnancy as follows:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and each subsequent year of employment	15 days

Personal illness may be accumulated to a maximum of one hundred ninety-one (191) days.

Employees who exhaust all accumulated leaves and who remain unable to work due to serious illness may be granted an additional leave of absence as an accommodation, provided the leave is directed by a health care provider.

Additionally, the employee may be eligible for coverage under the disability insurance program maintained by The District subject to the terms of the coverage.

Adoption:

An employee adopting a child shall be eligible to use accumulated sick leave for the period of bonding time required by the adoption agency.

Maternity Leave:

At least six weeks or until released by a health care provider, personal illness leave shall be granted for maternity leaves. Additional leave time may be granted for complications

of the pregnancy or delivery and if additional time is recommended by a health care provider, for concerns related to the mother's health.

Paternity Leave:

Up to 10 days of accumulated personal illness leave may be requested for birth or adoption for paternity leave. This leave may be used on an intermittent basis.

District Resolution Team:

The District Resolution Team shall have the authority and flexibility to grant waivers allowing employees additional personal illness leave to cover maternity and/or paternity leaves and in cases where an employee has exhausted all personal illness leave.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family, an employee shall be granted a leave of up to three (3) days of absence without loss of salary or deduction from other leaves. Unused leave shall be cumulative to a maximum of fifteen (15) days. Additionally, any employee who has exhausted all their family illness leave and needs additional time off to care for an immediate family member may convert up to five (5) days per year of their own accumulated personal illness leave and use those days or family illness leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, grandparent or grandchild.

The District may require a statement from a health care provider as proof of illness.

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for some other person is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to any grievance, complaint, or appeal process.

The District Resolution Team shall have the authority and flexibility to grant waivers allowing employees to convert personal illness leave days for family illness leave when the employee's personal situation and circumstances warrant such considerations.

C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted up to five (5) days of leave of absence at the time of such death. The leave granted shall be without loss of salary or deduction of other leave, it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

In case of death of some other relatives, up to two (2) days of absence with full pay shall be granted. Other relatives shall be construed to mean sister-in-law, brother-in-law, aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis by the responsible administrator. Additionally, based on travel distance, the death of some other relative may warrant up to three (3) days of leave. Such cases will be considered on an individual basis by the responsible administrator. The amount of leave allowed for the death of some other person and/or relative is subject to the discretion of the responsible administrator and the granting or withholding of such leave shall not be precedential nor subject to the grievance provisions, complaint or appeal procedures.

Bereavement leave may be used on an intermittent basis. Days not used at the time of the death of a family member may be requested at a later date for purposes related to estate issues. For estate issues that may necessitate additional leave, requests may be made through The District Resolution Team.

D. EMERGENCY

An employee may be granted emergency leave of no more than one (1) day per year without loss of pay or deduction from other leave. Emergency leave shall not be cumulative.

Emergencies which qualify for use of this leave allowance are those situations of an unusual nature which require the employee's attention, which cannot be attended to outside of work hours. Leave requests will be considered on their individual merits. The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within three (3) days after returning to work.

Emergency leave may be used in one (1) hour increments.

If emergency leave is not approved, the employee may appeal to The District Resolution team. A successful retroactive appeal will restore personal leave.

E. PERSONAL LEAVE

Each employee shall be granted two (2) days of personal leave per year. Personal leave shall be requested at least three (3) employee working days in advance of such leave unless the time requirement is waived or modified by the responsible administrator. Such

leave shall be without loss of salary or deduction of other leave. Unused leave shall accumulate up to a maximum of five (5) days. Utilization of personal leave will be approved on a first come basis and no more than ten percent (10%) of the certified teaching staff may be absent on any given day due to leave under this paragraph (i.e. in a building with thirty (30) teachers, only three (3) teachers would be allowed to utilize personal leave on any one day).

F. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar and only when there is no opportunity to attend this observance outside of school hours may be excused by the responsible administrator without loss of salary.

G. JURY DUTY/COURT SUBPOENA

Jury Duty:

An employee called for jury duty shall continue to receive full salary less the amount of compensation paid to her/him for such service. The employee must submit the jury duty form provided by the court to the Superintendent or designee. When a juror is not required to do full-time jury duty, the employee is expected to return to work.

Court Subpoena:

If an employee is issued a court subpoena s/he shall continue to receive full salary less the compute of compensation, exclusive of reimbursable expenses paid to her/him for such service, provided this paragraph shall not apply in any matter to which The District is a party and the Association and/or one of its affiliates is also a party, if the subpoena has been issued on behalf of a party adverse to The District.

H. PROFESSIONAL

Each employee shall be eligible to make application in writing to the Superintendent or designee for professional leave to observe instructional programs or to attend conferences, workshops or seminars conducted by colleges, universities, educational institutions, or organizations.

I. ASSOCIATION

The District shall grant a leave of absence without loss of salary to an employee for the purpose of transacting official Association business provided notice thereof is given in writing to the Superintendent or designee ten (10) calendar days in advance. Such notice may be waived by the Superintendent or designee at his/her sole discretion. Evidence of

Association Approval shall be submitted, In no event shall the number of days granted hereunder exceed forty-five (45) in any school year.

** See additional information in Letters if Understanding.

J. MILITARY

Military leave shall be granted in accordance with applicable federal and state laws. Employees shall continue to accrue District seniority while on military leave.

K. GENERAL LEAVES

An employee may apply for a general leave of absence without pay or benefits. Such leave request for the next school year must be submitted by February 1 of the current school year. In emergency situations, leave requests submitted after February 1 may be granted by the Superintendent or designee. The granting or withholding of leave requests submitted after February 1 shall not be precedential nor subject to any grievance, complaint or appeal process.

A leave of absence may be granted for adoption, child rearing, education, health, family illness, travel, and other reasons as deemed appropriate by the Superintendent or designee.

Upon returning to service, the employee shall be assigned to duties for which s/he has state certification and endorsement.

An employee granted leave who satisfactorily completes at least ninety-five (95) days of service in any given year shall be eligible for a step increase.

An employee on leave for a school year shall be issued a continuing contract for the next school year at the time other employees are offered continuing contracts. The contract offer shall be accepted or rejected within twenty-one (21) days of the offer. For other time periods less than a school year, an employee shall notify The District of her/his intentions thirty (30) days prior to the end of the leave or her/his employment shall be terminated.

L. ELIGIBILITY

For the purpose of this Article, Sections A-1, a part-time employee shall be granted leave benefits on a pro rata basis.

M. EXTENDED LEAVE OF ABSENCE

A written request for resolution time is available from the Human Resources office at the ELSC. Up to 25 workdays annually, per employee, may be granted for the following purposes:

1. To provide care for a critically ill member of the immediate family.
2. To conduct business related to the settlement of an estate.
3. Other purposes deemed appropriate by The District Resolution Team.

The District Resolution Team shall have the authority to extend leave of absence days beyond the 25 days specified above in unique and unusual situations.

N. LEAVE DECISION

Any leave request denied by Human Resources may be appealed to the District Resolution team.

Leave decisions made by the District Resolution Team may be appealed using the staff complaint procedures in board policy. Decisions of the District Resolution Team shall be deemed to have satisfied the immediate supervisor of that procedure.

ARTICLE VII PROFESSIONAL DEVELOPMENT

A. DEFINITION

Professional development shall be defined as activities that improve and increase the staff's knowledge of the academic subjects they teach and/or enable staff to become more effective in their work and shall be aligned with school district goals.

B. TEACHER QUALITY COMMITTEE

The Teacher Quality Committee shall consist of at least ten (10) members. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization. The administrative members shall be appointed by the School Board. The function of this committee is to carry out all responsibilities related to the administration of the Teacher Quality Legislation as defined by Iowa Code including, collaborating, and jointly deciding on the appropriate use of the Teacher Quality funds. The school district plan for professional development will be shared with the Teacher Quality Committee. In addition, the committee shall ensure that the time scheduled for professional development complies

with the Master Contract. The Superintendent or designee and Teacher Quality Liaison shall collaborate to set and execute the agenda.

C. **COLLABORATION FOR PROFESSIONAL DEVELOPMENT**

Administrators and teachers will work together to align the professional development needs of the school/program with the School District Comprehensive School Improvement Plan. Intended outcomes for professional development time will be communicated twenty-four (24) hours in advance of the meeting in an effort to have a productive meeting. The Teacher Quality Liaison or his/her designee shall serve on school district level committees where the stated or intended purpose is curriculum or professional development. In-service training shall be provided for new curriculum and technology prior to implementation. It shall be the objective of the school district to provide this training at least three months before full rollout. Designated professional development days should provide a balance between teacher learning time and collaborative team time.

D. **ADDITIONAL PROFESSIONAL DEVELOPMENT TIME**

Employees shall be required to attend eight (8) hours of professional development sessions annually, in not less than two (2) hour increments. Sessions shall be scheduled and announced no less than two (2) weeks in advance and should be scheduled during the teacher's 191 day contact, unless building agreement is reached to do this professional development outside those 191 days. Contractual leaves may be used when an employee cannot attend. Professional development may be different within a building/site for differing teams/groups/departments. Administrators and teachers should work together to determine the professional development needs of their building/site and how best this time can be used to improve student achievement. If building administrators and teachers cannot come to agreement as to the timing of this professional development, the Resolution Team shall make a final determination.

**ARTICLE VIII
SAFETY PROVISIONS**

A. **UNSAFE AND HAZARDOUS CONDITIONS**

Employees shall not be required to work under patently unsafe or hazardous conditions to perform tasks which endanger their health or safety, provided this shall not excuse employees from taking such actions as may be required to safeguard students who are under the care or supervision of school employees.

B. USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment and pursuant to school district policies, administrative regulations, and directives using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect students who are under the supervision of school employees, or to protect school district property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.

C. EMPLOYEE RESPONSIBILITY

It is the obligation of every employee to work in a safe manner and the obligation of the employer to provide a safe work environment. Unresolved concerns should be referred to the District Resolution Team.

Nursing Mother: It shall be the employee's responsibility to notify the principal of the need to express milk during the workday. The employee, school nurse, and principal shall meet and make arrangements that include the following: a designated location, an agreed upon number of expression times per day and the length of time per expression. The designated location shall be a room or location that is within the school building and will provide the employee with privacy and sanitary conditions.

D. MEDICAL ATTENTION FOR SCHOOL RELATED INJURY

If a staff member believes that he/she is injured on the job, he/she should promptly notify the building administrator or designee and seek medical attention through the school district providers. Injuries such as bites, where the skin is broken, always need medical attention. When an injured employee needs to seek medical attention, classroom coverage must be provided at the time it is needed.

As required by law, if the injury occurred from an act of violence and the employee is absent from school while seeking medical attention and/or healing, the absence is not charged against any of the employee's leaves. All paperwork relevant to an on-the-job injury must be completed and turned in within designated timelines.

E. REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS

An employee shall be eligible for reimbursement for damage to the employee's personal property, wearing apparel or accouterments experienced while maintaining discipline or as a result of a violent act when the employee is performing within the scope of his/her employment; provided an investigation by the Superintendent or designee indicates there was no negligence on the part of the employee. Reimbursement for any loss shall be made only to the extent that the amount of such loss exceeds indemnification from any

other source. This provision shall apply only to those incidents which occur while the employee is engaged in school business. A request for reimbursement shall be submitted in writing to the Director of Human Resources, shall describe the incident, shall state the amount of reimbursement sought and verification thereof, and shall be approved by the investigating administrator.

ARTICLE IX GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Grievant: A “grievant” is the person (s) or the Association making the allegation.
3. Day: As used herein, “day” shall mean employee working day, except during the summer recess when it shall mean days on which the Educational Service Center is open. The time limits provided herein may be extended by mutual agreement in writing.

B. PROCEDURES

1. Informal: An employee shall first discuss the allegation with the principal or responsible administrator with the object of resolving the matter informally.
2. District Resolution team: If the matter cannot be resolved with the principal or responsible administrator, the employee will contact the District Resolution Team Facilitator. The matter will be discussed at the first possible District Resolution Team meeting.
3. Formal:
Level One: If the grievance cannot be resolved informally, the grievant may file the grievance in writing with the building principal or responsible administrator. The written grievance shall state the nature of the grievance, the specific provisions of the agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level one must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The principal or responsible administrator shall make a decision on the grievance and communicate it in writing to the employee and the Association within ten (10) days after receipt of the grievance, provided at the request of the principal or

responsible administrator, a meeting shall be held with the grievant to discuss such grievance, in which event the principal or responsible administrator shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held whichever shall be the lesser. Should a grievance occur within twenty (20) days immediately prior to the last work day of the school year, the time for the filing of a formal written grievance at level one may be extended into the next year, at the option of the grievant, for a period up to the difference between twenty (20) days and the number of days expended prior to the last work day of the school year. Should a grievance occur during the summer recess, the deadline for filing the formal written grievance shall be extended to a date twenty (20) days beyond the first work day of the following school year.

Level Two: In the event a grievance has not been satisfactorily resolved at the first level, the grievant may file, within ten (10) days of the administrator's written decision at the first level, a copy of the grievance with the Superintendent or designee. Within seven (7) days after such written grievance is filed, the grievant and the Superintendent or designee shall meet to consider the grievance. The Superintendent or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Association.

Level Three: If the grievance is not resolved satisfactorily at level two, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Association shall submit a written request on behalf of the Association and the grieving employee(s) to the Superintendent within twenty-five (25) days from receipt of the level two answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the American Arbitration Association shall be requested to provide a panel of at least seven (7) arbitrators, from which a selection shall be made in accordance with its practices.

The cost for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Association. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in his decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him, and

his decision must be based solely and only upon his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. GROUP GRIEVANCE

If the grievance involves a group of employees, the grievance shall be submitted in writing by the Association to the responsible administrator at level one. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event, giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

D. REPRESENTATION

The grievant(s) shall be present at all meetings, and at the option of the grievant(s), may be represented at such meetings by a representative of the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

E. MISCELLANEOUS

All 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.

All meetings and hearings under this procedure shall be conducted in private. When it is required for a grievant or an Association representative to meet regarding a grievance during the workday, to participate in any meetings or hearings hereunder, said grievant and representative shall be released without loss of compensation.

Any investigation or the processing of any grievance shall be conducted so as to result in a minimum of interference with or interruption of the instructional program and related work activities of the grieving employee or of the teaching staff, provided the foregoing shall not be applicable to any grievance meeting called pursuant to Section B of this Article or to any other grievance-related activity prescribed by the school district.

Failure to file grievance within the stipulated time or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

**ARTICLE X
MISCELLANEOUS**

A. ACCESS TO INFORMATION

Upon reasonable notice, the school district agrees to furnish the Association relevant information as requested to develop proposals negotiable hereunder or required to enable the Association to process a grievance hereunder, provided this shall not require the school district to research or assemble information nor readily available. The Association shall reimburse the school district for the reasonable cost of assembling or researching information not readily available or to reproduce information previously furnished. Members of the CREA will be notified of any changes to contract language.

B. NEGOTIATING MEETINGS

When negotiations are conducted during regular school hours, the Association's negotiating team, not to exceed five (5) employees, shall be released from their teaching assignments, provided there shall be no requirements to schedule negotiations during school time on more than half of the days on which negotiations are held. As used herein, "days" means employee world days. Employees serving as resource consultants to the Association's negotiating team, not to exceed two (2) in number, may be excused with pay from their regular assignment to participate in negotiations held during school time.

C. 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 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 school district at:

Superintendent's Office
2500 Edgewood Road N.W.
Cedar Rapids, Iowa 52405

2. If by school district, to Association at:

222 Prospect Place SW
Cedar Rapids, Iowa 52404

ARTICLE XI
COMPLIANCE CLAUSES AND DURATION

A. INDIVIDUAL EMPLOYEE CONTRACTS

Any individual contract between the school district and an individual employee, heretofore or hereafter executed, 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, during its duration, shall be controlling. Each individual employee contract shall be executed on behalf of the school district as required by law.

B. SEVERABILITY

If any provisions of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

C. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

D. TERM

This Agreement shall be effective as of July 1, 2024, and shall continue in effect through June 30, 2026.

All language in this agreement shall be deemed to be living language. As such, either party may request open negotiations regarding any part of the contract, at any time. The

parties shall bring their bargaining teams together to negotiate the requested issue(s). Any impasse that results shall be resolved through final and binding arbitration as established in the Grievance procedure of this contract.

For the 2024-2025 and 2025-2026 contract, the parties agree to current contract on all provisions, except the following agreed upon changes:

WAGES: An increase of 3.00% to base wage for the 2024-2025 contract.

A one time incentive of \$1,000 to all employees in bargaining unit positions who either submit a resignation or submit a signed contract back to the District within seven (7) days of the issuance of contracts. Employees who resign will be paid their incentive pay in June 2024. Employees who return a signed contract within seven (7) days of issuance will be paid their incentive pay in July 2024.

An increase of 3% to base wage for the 2025-2026 contract.

E. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all in May 2024.

CEDAR RAPIDS EDUCATION
ASSOCIATION

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

Jimmy E. Nawro 5/15/2024
CREA Representative Date

Cindy Haulach 5-15-2024
President, Board of Directors Date

Karla Logan 5-15-2024
Chief Financial Officer Date