TEACHERS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CHARLES CITY COMMUNITY
SCHOOL DISTRICT

AND THE

CHARLES CITY COMMUNITY
EDUCATION ASSOCIATION
(CCCEA)

2022 – 2023
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AGREEMENT

This AGREEMENT was made and entered into at Charles City, Floyd County, Iowa, by and between CHARLES CITY COMMUNITY SCHOOL DISTRICT and CHARLES CITY COMMUNITY EDUCATION ASSOCIATION, as follows:

ARTICLE 1: DEFINITIONS AND RECOGNITION

SECTION

1.1 DEFINITIONS

As used in this agreement:

1. "Employer" or "Board" means the Board of Education of the Charles City Community School District or its duly authorized representative.

2. "Association" means the Charles City Community Education Association or its duly authorized representatives or agent.

3. "Employee" means the professional employees included in the bargaining unit described in Section 1.2.

4. "District" means the Charles City Community School District.

5. "Superintendent" means the Superintendent or his designee.

6. "Principal" means the Principal and, in his absence, the Acting Principal designated by the Superintendent. See Section 8.3 for another definition of "Principal".

7. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

8. The word "may" confers power and is permissive and discretionary. The word "shall" imposes a duty and is mandatory.

1.2 RECOGNITION AND BARGAINING UNIT

1. The Board hereby recognizes the Association (an affiliate of the Iowa State Education Association and the National Education Association) as the certified, exclusive, and sole bargaining representative for all personnel as outlined in the PERB certification instrument (Case No. 63) issued by the PERB on the 9th day of July 1975.
2. The unit described in the above certification is as follows:

INCLUDED: Professional employees, including classroom teachers, professional school counselors, librarians, team or unit leaders and department heads or chairpersons, nurses, social worker, non-supervisory director (if certified teacher), home school assistance program and juvenile court liaison (if certified teacher).

EXCLUDED: Superintendent, principals, assistant principals, director(s), and transitional alliance teacher.
ARTICLE 2: WAGES AND SALARIES

SECTION

2.1 SALARY

The attached Schedule D is by this reference made a part of this agreement.

Schedule D is a combined salary schedule with a generator base of $34,329, plus a flat dollar amount of $2,186 (the per capita amount calculated as provided in Section 11.7 using 33% of net TSS money), plus an indexed amount of $2,953 (the indexed amount calculated as provided in Section 11.7 using 67% of net TSS money) which shall equal a combined Salary Schedule Base of $39,468.

School nurses shall receive individual salaries according to the salary schedule. School nurses who have earned a BSN or higher and are licensed through the BOEE (SPR) shall be placed on the Teachers’ Basic Salary Schedule. Newly hired nurses will be given a grace period of thirty (30) days to complete and file the application for the SPR. Travel allowance for a registered nurse shall be $600 per semester, payable as provided in Section 11.4.1.

2.2 PLACEMENT ON SALARY SCHEDULE

1. Adjustment of Salary Schedule

   (a) Employees will be placed on the proper step of the salary schedule as of the effective date of this agreement based on the present step. Any full-time employee hired before the 91st day will be given credit for one year of service toward the next increment step for the following year.

2. Credit for Experience

   (a) New employees shall be placed at the appropriate step of the salary schedule based on experience. Placement for experience will be at the discretion of the district and may include up to the full number of years of outside teaching experience. Credit not to exceed two years for military experience or alternative civilian experience required by the Selective Service System and credit not to exceed three years for the appropriate business or industrial experience may be given upon initial employment.

   (b) For employees hired before the 1988-89 school year, a maximum of 12 years of credit shall be granted for previous outside experience.

3. Returning to the District

Any employee with previous teaching experience in the District may, upon returning to the system, receive full credit on the Salary Schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective
Service System, up to the maximoutlinedned in paragraph 11.2-2 above. An employee who has not been engaged in other teaching or other activities indicated above may, upon returning to the system, be restored to the next position on the Salary Schedule above that at which such employee left.

2.3 ADVANCEMENT IN SALARY SCHEDULE

1. Increments

An employee on the regular Salary Schedule shall be granted one increment or vertical step in the schedule for each year of service until the maximum for such employee's educational classification is reached. A year of service consists of employment in the District for one-half of the contract days or more in one school year. Employees working less than half time can accumulate credit over a two (2) year period to meet this requirement.

2. Educational Lanes

An employee on the regular salary schedule who moved from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Hours used for advancement on the salary schedule will be in the following guidelines:

(a) Semester hours presented for advancement on the Salary Schedule must be graduate hours earned through an accredited college or university.

(b) Credit for advancement from one educational lane to a higher educational lane shall be granted if the semester hours earned are in the employee's teaching field or are accepted by the college or university for credit toward an advanced degree.

(c) Exceptions to the above shall be granted should the semester hours be determined by the employee's building principal to have to benefit the employee's professional competence. The building principal will recommend credit for such semester hours on the salary schedule to the Superintendent.

(d) Advancement to the MA lane shall be granted if the MA is in the employee's teaching field. An exception may be granted if prior written approval has been granted by the Superintendent. A copy of such approval shall be placed in the employee's personnel file.

3. Salary Adjustment

Employee seeking a lane advancement shall submit, on the form provided by the district, a request for lane advancement. Requests shall be submitted to the building principal no later than April 1. Suitable evidence (i.e., student grade report) of additional credits must be filed with the Superintendent by September 10 if a salary
adjustment is requested. After an official transcript is filed with the Superintendent, a new contract will be issued and the employee’s salary will be adjusted retroactively.

2.4 METHOD OF PAYMENT

1. Pay Periods

Employees will be paid every other Friday in twenty-six equal installments except where payment is delayed because of weather, computer breakdown or other causes beyond the employer’s control. All employees will receive their paycheck by direct deposit. A payroll summary (check stub) will be sent to each employee via email throughout the calendar year. Twice each year employees will receive three checks in a month. All payroll deductions will come from the first two checks and none from the third.

3. Termination

Each terminated employee may receive all or any part of such employee’s earned, contracted salary on the pay period in the month following the date of termination.

2.5 EXTENDED CONTRACT RATE

The pay for an extended contract will be the per diem rate based on the Regular Program Salary excluding TSS funds: $34,329.

2.6 CAREER INCREMENT

Upon completion of the maximum experience step in the BA+24 and higher salary lanes, each employee shall receive a career increment of 3% of BA base, in the third and sixth year after reaching the top of each salary lane.

2.7 TEACHER SALARY SUPPLEMENT

Teacher Salary Supplement (TSS) - Annually appropriated and paid to the District in by Iowa Code Section 284.13(1)(h) (TSS) shall be distributed as follows: After payment of mandated salary minimums and net of Employer FICA/IPERS contribution the remaining appropriation will be distributed 33% equally on a per capita (FTE) basis and 67% using the index of the Regular Program base salary. The calculation will be made using staff certified under the Iowa code that will be employed the following school year and will also include an annual estimate of phantom teachers, between 0 and 4, needed to cover new positions or lane changes at BA Step 1. The District will inform the Association of the number of phantom teachers that it intends to use in bargaining before April 15th.

2.8 GIVING UP A 40-MINUTE PLANNING PERIOD

The District will pay $15 when a teacher has to give up an entire planning period (40 minutes) to cover for another absent teacher.
### SCHEDULE D
CHARLES CITY COMMUNITY SCHOOLS
CHARLES CITY, IOWA

**COMBINED SALARY SCHEDULE 2022-23**

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ARTICLE 3: SUPPLEMENTAL AND EXTRA DUTY

SECTION

3.1

1. Supplemental Pay under Schedule F of the master contract will be based upon the Regular Program Salary excluding TSS funds: $34,329.

2. Employees who are requested by the district to assume any positions listed in Schedule F may accept a supplemental pay position for only one year at a time.

3.2 OTHER EXTRA DUTY

1. Volunteers: If the district determines that it does not have sufficient qualified non-employee volunteers, extra duty assignments for employees will be voluntary and will be made from the list of volunteers. If the district cannot find anyone from the volunteer list to work, they will have the right to assign the duty.

2. Employees will be compensated $25.00 per assignment for all extra duty on a regular workday and $30.00 per event on non-regular workdays. For events that last longer than three (3) hours, the employee will be compensated at the rate of $8.00 per hour for each additional hour or part of the hour worked. Length of service at any given event will be determined by the principal or activities director.

3. Employees will be required to work one (1) extra duty assignment in exchange for one (1) adult athletic pass or up to four (4) extra duty assignments in exchange for four (4) adult or student athletic passes for their immediate family. If the employee wants passes, the employee must sign up for work events prior to September 1st.

4. Employees shall submit extra duty hours for payment monthly and will be reimbursed with the next possible payroll.

5. Every reasonable effort shall be made to place a reminder of such assignments in the employee’s school email twenty-four (24) hours in advance.

6. A reasonable effort will be made to schedule these duty assignments and post them within twenty (20) days after the beginning of the school year. It is recognized that all such assignments may not be anticipated and, therefore, a notice of other assignments not so posted will be given within a reasonable period, ten (10) days in advance, except in an emergency.

7. Class or Student Organization Sponsors, and Graduation which has been usually and customarily performed by the employees will continue to be performed by them at such reasonable times and places as are determined by the principal or superintendent.
## SCHEDULE F - PAGE 1

### 2022-23

### SUPPLEMENTAL SCHEDULE

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EXTRA DUTY

Chaperones $25.00 per trip

Chaperone means a Board designated supervisor who volunteers to accompany students (not including players) in a school bus to a school sponsored athletic event scheduled to be held outside the District.

One chaperone per bus. $25.00 per trip to be included in student fees.

- Supervised Study Supervision: $15.00 /hour
- High School Dance Chaperone: $25.00 /event
- Middle School Dance Chaperone: $25.00 /event
- Strength Room Supervisor: $25.00 /hour
LEVEL A
1. Head Football Coach
2. Head Basketball Coaches
3. Head Wrestling Coach
4. Head Volleyball
5. * Curriculum Instructor - Step 10
6. * 7-12 Activities Dir. - Step 10

LEVEL B
1. Head Track Coaches
2. Head Baseball Coach
3. Head Softball Coach
4. HS/MS Band
5. Head Cross Country Coach

LEVEL C
1. High School Choral
2. Strength Room Coordinator

LEVEL D
1. Ass’t. Varsity Coaches
   A. Football
   B. Wrestling
   C. Basketball
2. 10th Football Coach
3. Head Soph. Basketball
4. Director of HS Musical
5. Ass’t Varsity Volleyball
6. Head Soccer Coach

LEVEL E
1. 9th Football Coach
2. 9th Head Basketball
3. 9th Head Wrestling
4. Head Swimming Coach
5. Varsity Baseball
   Ass’t.
6. Varsity Summer Softball Ass’t.
7. 9th Volleyball
8. Ass’t. Track Coaches

LEVEL F
1. Head Golf Coaches
2. Head Tennis Coaches
3. 9th Baseball
4. MS Football
5. 7-8 Head Basketball
6. MS Wrestling
7. HS Orchestra
8. HS Drama
9. 9th Softball
10. 7-8 Head Volleyball
11. Head Bowling Coach

LEVEL G
1. HS Annual
2. 7-8 Ass’t Volleyball
3. **7-8 Ass’t. Basketball
4. Ass’t Varsity Tennis
5. Ass’t Tennis
6. Ass’t Soccer

LEVEL H
1. 7-8 Track
2. HS Ass’t. Drama
3. Ass’t. HS Musical Director
4. MS Cross Country
5. Ass’t Golf
6. Ass’t Varsity Cross Coach
7. Ass’t Bowling Coach

LEVEL I
1. HS Speech
2. HS Newspaper
3. Head Spirit Team Coach
4. Elementary Band

LEVEL J
1. MS Choral
2. MS Production

LEVEL K
1. Jr. Class Chair/Prom
2. HS Ass’t. Speech

LEVEL M
1. Elem. Vocal (per bldg.)
2. National Honor Society
3. FBLA

LEVEL L
1. MS Annual
2. *Department Chair – Step 10
3. Assistant Director
4. Ass’t Spirit Team Coach

* Employees in this position will start and remain at the step indicated.

** In the event a 7-8 basketball squad numbers over thirty (30), the district will make every effort to hire an assistant coach who is certified or authorized, if requested to do so by the 7-8 head coach.
ARTICLE 4: EMPLOYEE HOURS

SECTION

4.1 LENGTH OF DAY

The employee's usual workday shall consist of eight (8) hours except as otherwise provided in this Article.

4.2 ARRIVAL AND DISMISSAL TIME

1. The arrival time for elementary teachers will be 7:40 AM. The dismissal time will be 3:40 PM.

2. The arrival time for secondary teachers will be 7:30 AM. The dismissal time will be 3:30 PM.

3. On days preceding non-work holidays, vacation periods, or Fridays, employees may leave after students have been dismissed.

4.3 LEAVING THE BUILDING

Employees may leave the building during the regular workday with permission from the Principal. The Principal may determine the procedure by which he/she will grant permission to leave the building and notify the employees of the procedure at the beginning of the school year.

4.4 LUNCH PERIOD

1. Each employee shall have a regularly scheduled duty-free lunch period of thirty consecutive minutes, between the time frame of 10:30-1:30. Employees can leave the building without requesting permission during their lunch period.

2. The exception to this provision would be when an employee is given reasonable notice to be 'on call' for duty.

3. The lunch period may be altered at the discretion of the principal to meet the needs of the District caused by a shortened school day.

4.5 PREPARATION TIME

1. Elementary teachers shall, in addition to their 30-minute duty-free lunch, have 150 minutes during the student day per week for preparation time. They shall not be assigned to any other duties during this time.

2. Middle school and high school teachers shall, in addition to their 30-minute duty-free lunch, have one class period per student day for preparation time. They shall not be assigned to any other duties during this time.
ARTICLE 5: WORK YEAR

SECTION

5.1 REGULAR SCHOOL YEAR

1. The regular work year for employees shall not exceed 187 contract days except that first-year employees shall be required to attend two (2) additional orientation days preceding the first contract day.

2. The Superintendent will designate days for kindergarten round-up, and the pre-kindergarten project.

3. On the first student contact day of the school year, parent-teacher conferences may be held in each of the elementary buildings. Should the district decide to hold these conferences, the elementary employees involved shall have a workday from 11:00 a.m. – to 7:00 p.m. All other employees shall have a workday as covered in Article 7, Paragraph 2.

5.2 EXTENDED CONTRACT

The Board may issue a contract over 187 days to selected employees.

5.3 NON-WORK DAYS

No employee shall be required to perform duties on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and other non-work days shown on the board-approved school calendar.

5.4 SCHOOL CLOSINGS

1. If students are dismissed due to excessive heat, teachers will remain until the end of their regular workday. They will have the option of working at the HS or in an air-conditioned space at Washington, Lincoln, or the Middle School.

2. If one building loses power and classes are canceled only at that building, teachers at that building will finish their regular day planning or collaborating at one of the open buildings.

3. If students are dismissed due to any other event, teachers may leave 15 minutes after student dismissal but will remain longer if necessary for the safety of the students.
ARTICLE 6: HEALTH & SAFETY

SECTION

6.1 WELLNESS PROGRAM

Should the district choose to provide a wellness program, it shall be voluntary. All personal information with respect to individual employees shall be handled in the strictest confidence.

6.2 REPORTING THREATS AND ASSAULTS

1. Employees who are threatened with harm are to notify their Principal or appropriate supervisor immediately.

2. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other appropriate supervisor and to the police.

6.3 USE OF REASONABLE FORCE

An employee may, within the scope of his employment, use and apply such amount of force as is reasonable, lawful, and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for self-defense; and for the protection of persons or property.

6.4 REASONABLE CARE

1. The Board will use reasonable and ordinary care to provide the employee with a safe place to work and safe place to work and safe equipment to work with – such equipment will be as has been provided in the past.

2. All employees shall endeavor to be alert to all practices, equipment or conditions, and to report any unsafe practices, equipment or conditions to their Principal.

6.5 BOMB SEARCH

No employee shall be required to search for a bomb.

6.6 EMERGENCY SITUATIONS

In the event of an emergency, the employee shall inform the administration.

6.7 FIRST AID

If first aid must be rendered, employees shall be required to provide assistance to the degree of competence.
ARTICLE 7: SICK LEAVE

SECTION

7.1 PERSONAL ILLNESS OR INJURY

1. Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy or childbirth, or contagious disease:

   a. which require the employee's confinement,

   b. which render the employee unable to perform assigned duties,

   c. when the performance of assigned duties would jeopardize the employee's health or recovery, or

   d. which require medical appointments or examinations.

2. An employee shall have fifteen (15) days of sick leave per year. The employee must have continuous service with the employer. During such continuous service, unused sick leave shall accumulate to the credit of the employee until a maximum of 135 days of leave is attained. Any employee may use such sick leave for the current year (15 days) before using such accumulated leave. An employee that has accumulated at least thirty (30) days of sick leave may elect to convert twelve (12) sick days into one (1) additional personal day for the current year. The employee must let the district know in writing by October 1 if he or she intends to convert 12 sick days into 1 additional personal day per year. Only one conversion of 12 days can be made per year, resulting in one additional personal day per year.

   a. If an employee begins the school year with 10 personal days, they are ineligible to convert sick days into personal days.

3. The Board may, at its discretion and acting through the Superintendent, request a doctor's statement of the inability to perform the usual assignment. When requested and unfurnished, an amount equal to the pay for one day of service shall be deducted for each day of unexcused absence.

4. All accumulated sick leave is deposited into the sick bank upon the termination of the employee.

5. An employee laid off (reduction of staff) who has the right of recall does not accrue sick leave and at the time of recall will be credited the same accumulated sick leave as such employees had at the time of lay off.

6. Present employees shall be credited with all unused sick leave.
7. The employer shall deduct one full day of sick leave for each day for which employees on workers' compensation elect to receive any district supplement to the workers' compensation as pay.

8. An employee may use up to twelve (12) weeks of the employee's available leave as paid leave due to medical disability related to pregnancy, childbirth, or a related condition or care for child after birth as maternity leave. The employee must submit a request to the superintendent no later than two (2) weeks before the use of maternity leave unless an unplanned or emergent situation arises as determined solely by the superintendent. No paid leave will be deducted if an employee is not required to report to work. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. If an extended leave of absence is anticipated, a request for leave shall be filed with the Superintendent thirty (30) days prior to the anticipated absence, except in extenuating or emergent situations as determined solely by the superintendent. If the leave taken under this section also qualifies as Family Medical Leave Act (FMLA) leave, then the paid leave shall run concurrently FMLA leave.

If an employee has less than 8 weeks of accumulated leave for maternity, they may access the employee sick bank for an amount up to 8 weeks, less their current accumulated leave (leave includes sick days, personal days, and family illness days).

9. A sick leave bank shall be established for all employees of the Charles City Community School District. The single district sick bank accepts donations and requests for usage from all classifications of employees.

Any unused sick days from an employee who is retiring or resigning will automatically be submitted to the sick bank. Individual carry-over days, beyond the 135 days at the end of the school year, will be deposited into the sick bank. The sick leave bank will not have a limit to the number of days that can be donated or accumulated. Any donated and unused days in the bank will carry over in full from year to year.

When an employee has exhausted all of their accumulated personal illness days and has a catastrophic personal or family illness that requires leave, they may request the use of additional leave days from the sick leave bank. An employee can request up to a maximum of twenty (20) days in any one request. An individual approved for use of the sick leave bank may make an additional request if the previously approved amount of days is exhausted and additional leave is necessary. Requests will be made in writing to the Administrator stating the reason for requesting days and the number of days requested. This will go to the superintendent for final approval. If a sick bank leave request is denied by the administration, the employee may request an appeal. The employee can make an appeal request in writing to the superintendent. The superintendent will convene a committee that includes the superintendent, one administrator not previously involved in the decision, one representative selected by the school board, one representative selected by the teacher's association, and one representative selected by the support staff.
association. This 5-person committee will discuss the request and decide on approval or denial. The decision of the committee will be final.

10. In the event that an employee spends his/her accumulated sick leave days, the superintendent may grant additional sick leave days. If an individual has a catastrophic situation requiring significant extended sick leave, the superintendent, with permission from the affected individual, may request voluntary donations of sick leave from staff for use by the affected individual. The superintendent will determine the number of days to be granted on a case-by-case basis. Each staff member would be able to voluntarily donate up to 2-days of sick leave per request. Donations will be taken in the order received until the maximum amount of days required is met. The superintendent could approve and request additional donation days for the same individual if the original allotment runs out and the superintendent deems it appropriate to offer additional extended leave.

7.2. ADOPTION LEAVE

a. An employee may use up to (five) 5 days of paid sick leave to complete adoption procedures.

b. If pre-approved by the superintendent, an additional twenty-five (25) days of available paid leave will be granted after the adoption of a child for the purpose of caring for and bonding with the child. Available leave can include sick leave, family medical leave, or personal days.

c. Spouses may take a combined thirty (30) days of sick leave for the adoption of a child.

d. All applicable paid leave must be used for adoption leave.

7.3 MEDICALLY-RELATED DISABILITY

The on-the-job injury or off-the-job injury must be for medically-related disability. For such medically-related disability, the employee is granted a leave of absence with full pay for the duration of the employee’s accumulated paid leave.
ARTICLE 8: LEAVES OF ABSENCE

PART A: TEMPORARY LEAVES OF ABSENCE
PART B: EXTENDED LEAVES OF ABSENCE

SECTION

PART A. TEMPORARY LEAVES OF ABSENCE

8.1 PRIOR NOTICE

1. An employee must complete a request for approval of absence from school duties on such forms as provided by the Board for all such absences. This form must be completed at least five (5) working days prior to the date of the absence whenever reasonably possible, except as otherwise provided in this Article.

2. If an employee expects to return to the assignment, the employee must notify the Principal of such intention by no later than 4:00 P.M. on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half-day, and the pay for this will be deducted from the employee's salary.

3. This Section 16.1 applies to all provisions of this Article whether Part A or Part B.

8.2 PERSONAL LEAVE

1. Two full days or four half days, consecutive or non-consecutive will be granted with pay without cause.

2. A maximum of 2 employees from Lincoln Elementary and a maximum total of 4 employees from each of Washington Elementary, Middle School, and High School may use personal leave prior to, or immediately following, a scheduled non-work holiday or vacation period.

3. An employee planning to use a personal leave day shall notify their Principal at least five (5) days in advance when reasonably possible, except in the case of emergencies.

4. This leave will be granted when a substitute is available or when an employee's assignments can be covered by the then available staff.

5. Unused personal leave may be accumulated at a rate of one day for each full day not used for half-day for each half-day not used. Days may be accumulated to a maximum of eight and no more than eight days may be taken in any one year. After reaching the maximum number of eight days, unused personal leave may be converted to sick
at the rate of one day for each full personal day not used. Consecutive personal days may not be taken in the last 4 weeks of the school year without the Principal's permission.

6. An employee may elect to be paid for unused personal days, in lieu of accumulating them, at per diem. The employee must notify the employer of his/her desire for this option by the end of the school year.

7. After a day has been accumulated, it cannot be cashed in. Days earned in the current contract year shall be used first. Only these two days shall be eligible for the payment if unused at the year's end.

8.3 JURY DUTY

In the absence of extraordinary circumstances, teachers in the school system may be excused for jury duty. In order that no teacher shall suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid.

8.4 PROFESSIONAL

1. The Superintendent may authorize leave for attendance of employees at state, regional, and national meetings or school visitations with pay.

2. All requests shall be in writing and made to the Superintendent through the Building Principal at least ten (10) days in advance of the first day of anticipated absence.

8.5 Bereavement Leave

1. Employees shall be granted up to ten (10) days per year, if necessary, with pay. In case of the death of an employee, student, or other closely related to the school system, the number of employees granted leave may be restricted depending on the availability of substitutes. An additional five (5) days may be granted with a substitute pay deduction.

2. In cases other than stated in section 16.6, paragraph 1, such leaves shall be charged against the employee's personal leave, if such absence is for a half-day or longer.

3. The provisions of paragraph 8.1 do not apply to this section 8.5.

8.6 FAMILY ILLNESS OR INJURY

1. Personnel shall be granted leave of absence at full pay for illness or injury of a member in the immediate family (father, mother, sibling, husband, wife, child, parent-in-law, son- or daughter-in-law, grandchild, step-child, step-parent, foster care
child) limited to five (5) days per year. If more than five (5) days are needed, up to three (3) employee sick days may be used in addition if necessary.

2. Superintendent may grant such leaves at full pay which are not included in the above, for critical illness or injury supported by a written statement (in advance if possible) from the attending physician certifying that the illness or injury was of a critical nature.

3. The provisions of paragraph 8.1 do not apply to this.

4. If an employee has exhausted his/her family illness leave provided under Section 16.7.1 and the employee has a catastrophic situation requiring extended family illness leave, the superintendent, at the request of the employee, may permit the employee to use additional sick leave days from his/her personal sick leave account for this catastrophic family illness. The superintendent will determine the number of personal sick leave days to be granted on a case-by-case basis. If the employee has already exhausted all of his/her personal sick leave days, the superintendent, with permission from the employee, may request voluntary donations of sick leave from staff for this catastrophic family illness following the procedures and subject to the conditions set out in the preceding paragraph.

8.7 TEMPORARY PARENTAL LEAVE

1. For the birth of a child, the father shall be allowed to use up to five (5) days of sick leave for the purpose of caring for and bonding with the child. The provisions of Paragraph 8.1 (1) do not apply to this section 8.7.

PART B. EXTENDED LEAVES OF ABSENCE

8.8

1. Replacement on the salary schedule following an extended leave of absence shall be in accordance with the following procedure. This procedure shall pertain to all extended leaves unless designated otherwise. Sick leave accumulated prior to the granting of extended leave shall be retained by the employee. The examples below illustrate the re-entry procedure.

(a) An employee having completed less than one-half of the teacher contract period on Step Six would return on Step Six of the next contract period.

(b) An employee having completed one-half or more than one-half on the teacher contract period on Step Six would be placed on Step Seven of the next contract year.

(c) An employee having completed the teacher contract period on Step Six of the schedule and granted a two year leave of absence would be placed on Step Seven of the next contract year.
2. In the event the Board has entered into a written individual contract with a substitute for the teacher on leave, the teacher on leave will not be permitted to return to service prior to the conclusion of the substitute's contract. Every reasonable effort will be made by the Board to have the termination date for the substitute's contract to be the same as the date for the ending of the teacher's authorized leave.

8.9 ASSOCIATION

1. A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or its staff. Notice shall be given to the Superintendent not later than May 15 preceding the year of absence.

2. The Association shall have ten (10) days with pay to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations.

3. The above-mentioned days may not be used for negotiations, grievance or arbitration procedures, fact-finding, or arbitration hearings under the Public Employment Relations Act.

8.10 FAMILY ILLNESS

A leave of absence without pay for up to one school year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. The immediate family shall be defined as father, mother, sibling, spouse, child, stepchild, proposed adopted child, if living in the employee's home, parent-in-law, son-in-law, or daughter-in-law, brother-in-law or sister-in-law, or grandchild. Additional leave may be granted at the discretion of the Board.

Family Medical Leave Act

The Association and the District agree to comply with the provisions of the Family Medical Leave Act. The District and any employee applying for leave under the Family Medical Act shall reduce the specifics of said leave to writing prior to commencement (or as soon as possible in cases of emergency). Nothing in the granting of this leave shall diminish the benefits or terms of the Master Contract.

8.11 EDUCATIONAL IMPROVEMENT

1. A regularly employed teacher with three or more years of continuous service with the Board may be granted a year's academic leave of absence without pay for the purpose of furthering professional growth by means approved by the Superintendent.
2. Application for academic leave shall be made in writing prior to March 15 preceding the year for which such leave is requested.

8.12 MILITARY RESERVE DUTY

A leave of absence will be granted by the Superintendent for reservists for training purposes but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without a loss of pay, but employees are expected to take such training during the times when school is not in session whenever possible. Section 8.8 does not apply to 8.12.

8.13 MILITARY SERVICE

Leaves of absence will be granted by the Superintendent for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement to the same benefits he would have received had he not taken such leave, but subject to the following conditions: That the position was not abolished; that he is physically and mentally capable of performing the duties of the position; that he makes written application for the reinstatement to the Superintendent within ninety (90) days after the termination of military services; and, that he submits an honorable discharge from the military service.

8.14 PARENTAL

A leave of absence for up to one school year may be granted without pay for the purpose of caring for a child, stepchild, proposed adopted child, or grandchild. If any of this leave also qualifies as FMLA leave, the leave taken pursuant to this section shall run concurrently with FMLA leave.

8.15 GOOD CAUSE

Other temporary or extended leave of absence without pay may be granted in writing by the Superintendent for good reason.
ARTICLE 9: DISTRICT AND ASSOCIATION COMMUNICATIONS

9.1 MEETINGS WITH DISTRICT AND ASSOCIATION LEADERSHIP

Meetings may be requested by the District or the Association leadership. Meeting times and locations must be agreed to jointly by the District and the Association. These meetings shall be held from time to time as requested by the Association or District. The meetings shall be held in a reasonably timely manner when requested.
ARTICLE 10: GRIEVANCE PROCEDURE

SECTION

10.1 DEFINITIONS

1. GRIEVANCE

"A grievance is a claim made by an employee or the Association that there has been a violation of a specific provision of this agreement."

2. AGGRIEVED PERSON

An "aggrieved person" is the employee or the Association making the complaint.

3. PARTY IN INTEREST

A "party in interest" is the employee making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken to resolve the complaint.

10.2 PURPOSE

(a) The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, 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. Confidentiality means only that there will be no release to the news media.

(b) To accomplish this purpose, each grievance will state the name of the employee involved and shall contain a short concise statement of alleged facts in sufficient detail so that the employer will know the nature of the grievance.

10.3 PROCEDURE

1. TIME LIMITS

Every reasonable effort should be made to expedite the grievance procedure. The time limits specified may, however, be extended by mutual agreement.

2. YEAR-END GRIEVANCE

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 shall be reduced so that the grievance procedure may be exhausted before the end of the school year or within a maximum of 45 days thereafter.
3. IDENTIFICATION

For identification purposes each written grievance filed will be assigned a number by the Association president or his designee and the number will be placed on the grievance before it is presented at Level Two.

4. FILING OF GRIEVANCE

(a) A written grievance shall be filed within 25 school days after the date of the alleged violation as outlined in the grievance and, if not so filed, that grievance shall be void and of no force or effect and shall not be a subject or part of the grievance procedure; provided, however, any clerical mistake in the calculation of the employee's pay shall be corrected as of the date the mistake was made, subject, to the statute of limitations as provided by the laws of the State of Iowa.

(b) All counterparts of the grievance will be processed at all levels and one counterpart shall be retained by the grievant, one by the Association, one by the Superintendent, at the time said grievance has been processed to all levels before arbitration. A photocopy may be furnished to the arbitrator.

10.4 LEVELS

1. LEVEL ONE - PRINCIPAL (INFORMAL)

An employee with a grievance shall first discuss it with his principal, either directly or through the Association's designated representative, to resolve the matter informally.

2. LEVEL TWO - PRINCIPAL (FORMAL)

If, as a result of the informal discussion with the principal at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form outlined in Schedule A. A grievance filed by any employee or the Association on any form different than Schedule A shall be void and it shall not be processed through the grievance procedure. The grievance form shall be available from the Association president or his designee and said form shall be made in triplicate; one copy to be filed with the appropriate principal and one copy to be filed with the Association president. If the grievance involves more than one school building, one copy shall be filed with the Superintendent and one copy with the Association President. The appropriate principal shall indicate his disposition of the grievance in writing within ten (10) school days of the presentation of the formal Grievance and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three. If the grievance is not processed to Level Three within ten (10) school days after the written disposition is made, the grievance shall be conclusively deemed to have been satisfactorily resolved and settled.
3. LEVEL THREE - SUPERINTENDENT

The Superintendent shall meet with the aggrieved person and the Association's representative within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association and Board.

If the grievance is not processed to Level Four within forty-five (45) calendar days after the Superintendent's written disposition is made, the grievance shall be conclusively deemed to have been satisfactorily resolved and settled.

4. LEVEL FOUR - ARBITRATION

(a) No grievance shall be processed to arbitration except with the written approval of the Association.

(b) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the said arbitrator. In case of failure to so agree or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party has the right to remove the first name and shall do so within three (3) school days upon receipt of the list. The parties shall proceed, striking alternately. The person whose name remains shall be the arbitrator.

(c) The arbitrator so selected shall hold a hearing promptly and shall issue his written decision not later than twenty (20) school days from the date of the close of such hearing; provided, however, the parties may by mutual, written agreement waive the oral hearing, and in such event, the arbitrator will issue his decision not later than twenty (20) school days from the date the final statements on the issues are submitted to him by each party. Both parties shall submit their final statement to the arbitrator within five (5) school days after the date of such waiver of oral hearings, after which, both parties will have two (2) school days to file a rebuttal. A copy of all statements presented to the arbitrator will, at the same time, be furnished to the other party. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision shall be signed by the arbitrator and furnished by him to each party.

(d) The arbitrator shall be without power or authority to add to, detract from, amend, modify, nullify or ignore the provisions of this agreement. His authority shall be strictly limited to deciding only the issues presented to him in the grievance and his decision shall be based solely and only upon his interpretation and construction of the meaning or the application of the express relevant language of the agreement. The arbitrator's decision shall be final and binding when rendered by the terms of this agreement.
(c) Not more than one grievance may be arbitrated at one arbitration hearing except by mutual agreement. An "arbitration hearing" shall be an occasion wherein the arbitrator shall be scheduled on a certain date to meet with the parties to hear one grievance which may have been properly processed to the point of arbitration under the provisions of this article. Such hearings shall be of such duration as the arbitrator shall determine is necessary for a proper presentation hearing. No more than one arbitration hearing shall be held during any ten (10) school day period.

(f) The costs for the services of the arbitrator, including reasonable expenses, and the costs of the hearing room, shall be paid equally by the Association and the Board. Any other expenses incurred shall be paid by the party incurring the same.

(g) Arbitration hearings will not be scheduled during school hours without mutual agreement of the Association and Board.

10.5 RIGHTS OF EMPLOYEES

1. EMPLOYEE AND ASSOCIATION

(a) Any aggrieved person may be represented at all stages of the grievance procedure by the grievant or by a representative selected or approved by the Association.

(b) All employees on layoff or leaves of absence shall have the right to file grievances.

2. GUARANTEED RIGHTS

The employee, the Association, and the Board and District will have all the rights guaranteed by the PERA, Chapter 20, Code of Iowa.

3. GROUP GRIEVANCE

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.

4. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.

5. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or elected representatives.
SCHEDULE A

NO. ____________________________

CHARLES CITY COMMUNITY SCHOOL DISTRICT
_____________________________BUILDING

Distribution of Form
1. Association
2. Employee
3. Principal
4. Superintendent

Name of Aggrieved Person

LEVEL TWO

A. Date of Violation Occurred ____________________________

B. Section(s) of Contract Violated ____________________________

C. Statement of Grievance* ____________________________________

D. Relief Sought* ____________________________________________

   Signature ____________________________ Date ________________

E. Disposition by Principal* ________________________________

   Signature ____________________________ Date ________________

REQUEST TO SUBMIT TO
LEVEL III

LEVEL THREE

A. Signature of Aggrieved Person ____________________________ Date Received by Supt.

B. Disposition by Superintendent or Designee* ____________________________

   Signature of Supt. or Designee ____________________________ Date ________________

*If additional space is needed, attach additional sheets.

LEVEL FOUR - ARBITRATION

Arbitrator's Disposition and Award may be attached hereto.
ARTICLE 11: DURATION AND MISCELLANEOUS PROVISIONS

SECTION

11.1 SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violated the law. The remaining article, sections, and clauses shall remain in full force and effect. If any court of competent jurisdiction should invalidate any portion of this agreement, the Association and the Board will meet within a reasonable time to negotiate on the provisions so invalidated.

11.2 DURATION

1. This Agreement shall be effective on the 1st day of July 2022 and shall continue in force and effect until the 30th day of June 2025. During the term of this agreement, all articles shall remain under the current contract, except for the following: The parties agree that Article Two Wages and Salaries and Schedule shall be open to negotiation and other articles mutually agreed upon for the 2022-23 Master contract and all following contract years.

2. All extended leaves of absence granted under this agreement shall be in force beyond the duration of this agreement.

3. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this agreement. If such notice is given, negotiations shall proceed under Chapter 20 of the Code of Iowa.
11.3 SIGNATURE CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 26th day of May 2022.

CHARLES CITY COMMUNITY EDUCATION ASSOCIATION

By: [Signature]
   Its President

By: [Signature]
   Its Chief Negotiator

BOARD OF EDUCATION OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT

By: [Signature]
   Its President

By: [Signature]
   Its Chief Negotiator