

**An Agreement**  
**between**  
**The Board of Education**  
**of the**  
**Cedar Falls Community School District**  
**and**  
**The Cedar Falls Education Association**

**July 1, 2017 - June 30, 2018**

**Cedar Falls, IA**

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## PREAMBLE

Whereas the Board of Education of the Cedar Falls Community School District and the Cedar Falls Education Association have negotiated in good faith and have reached certain understandings which they desire to confirm in writing, it is agreed as follows:

### ARTICLE 1 - RECOGNITION

(1.1) **Unit:** The Board hereby recognizes the Cedar Falls Education 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 set forth in the PERB certification instrument (Case No. 26) issued by the PERB on the 17th day of April, 1975, as amended. The unit described in the above certification is as follows: All regular program and special education teachers, guidance counselors, educational media personnel, nurses, department chairpersons, and special resource staff; excluding superintendent, director of business affairs, director of elementary education, director of secondary education, director of human resources, principals, associate principals, coordinator of technology & media services, classified hourly personnel and all other persons excluded by Section 4 of the Act.

(1.2) The term "Board," as used in this agreement, shall mean the Board of Education of the Cedar Falls Community School District or its duly authorized representatives.

(1.3) The term "employee," as used in this agreement, shall mean all licensed employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

(1.4) The term "Association," as used in this agreement, shall mean the Cedar Falls Education Association or its duly authorized representatives.

### ARTICLE 2 - SEPARABILITY & SCOPE

(2.1) If any article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. This Agreement may be changed only through the voluntary, mutual consent of the Parties in an amendment in writing.

(2.2) The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of all such rights and opportunities. Therefore, the Board and the Association for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. This does not preclude negotiations on the contents of an agreement to become effective after the expiration of this Agreement.

### ARTICLE 3 - DUES DEDUCTION

(3.1) **Authorization:** Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

(3.2) The Association shall be responsible for notification to its members and potential members of this dues deduction privilege, and for supplying such persons with necessary forms for authorizing the deductions.

(3.3) The Board shall furnish annually to the Association an adequate supply of the necessary forms (see application, Appendix A).

(3.4) **Regular Deduction:** Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each month for ten (10) months, beginning with the October 31<sup>st</sup> salary check and ending with the July 31<sup>st</sup> salary check each year. Employees beginning employment after October 15 shall have the total dues pro-rated on the basis of the remaining months of employment.

(3.5) **Authorization Deadline:** All assignments for monthly dues deductions or changes in deductions must be completed and filed with the Business Office by October 15 of the school year in which deductions are authorized.

(3.6) **Duration:** Such authorization shall continue in effect from year to year unless revoked in writing by the employee by a thirty (30) day notice to the Board. The Board shall transmit written notice to the Association within seven (7) business days.

(3.7) **Transmission of Dues:** The Board shall transmit to the Association the total amount deducted for professional dues within a reasonable time period following each pay period. The Board shall also provide the Association with a listing of the employees for whom deductions were made for the October 31<sup>st</sup> salary checks. With each of the nine (9) remaining transmittals, the Board shall attach information specifying changes to the original listing which occurred during the particular month.

(3.8) **Indemnification:** The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

#### **ARTICLE 4 - ASSOCIATION COMMUNICATION**

(4.1) The Association shall be entitled to hold a reasonable number of meetings on school property before or after school hours, provided such meetings in no way interfere with any aspect of the instructional program or a previously scheduled event. Each meeting will be scheduled with the appropriate administrator.

(4.2) Elementary teachers serving on the Executive Board and/or the Representative Assembly of the Association will be able to leave their elementary buildings fifteen (15) minutes prior to the close of the official teaching day for the express purpose of attending such monthly meetings. Such early departure shall not exceed one (1) day per month for elementary teachers serving in one of the groups or two (2) days per month for elementary teachers serving in both groups. The Association will provide each principal, prior to the beginning of the school year, a list of the monthly scheduled meetings and a listing of members of the Executive Board and the Representative Assembly of the Association. Elementary teachers who have completed student supervision duties may depart their buildings fifteen (15) minutes prior to the close of the official teaching day for the purpose of attending three (3) regularly scheduled Association meetings, provided that the meetings do not fall on Mondays or days of scheduled elementary planning time.

(4.3) The Association shall pay for the reasonable costs of all materials and supplies used by the Association. If overtime custodial services are required as a direct result of Association use of facilities, the Association will pay for the total cost of said services.

(4.4) The Association shall be entitled to post appropriate materials on employee bulletin boards in teachers' lounges and workrooms. All Association materials posted shall be initialed by an Association official home-based in the building.

(4.5) The District shall make available to the Association, upon its request, public records which are relevant to collective bargaining negotiations or necessary for the processing of a grievance, to the extent such material is reasonably obtainable. Copies of confidential and privileged memoranda, information and correspondence between the District and its attorneys or similar advisors shall not be furnished to the Association unless specifically authorized by the superintendent of schools.

#### **ARTICLE 5 - SALARIES**

(5.1.1) **Total Salary Schedule:** Each employee shall receive total salary (Appendix D) comprised as follows: Base Salary plus Teacher Salary Supplement (TSS) funds.

(5.1.2) **Teacher Salary Supplement (TSS):** The total amount of TSS funds available for distribution are determined by formula and are distributed as specified in the Letter of Understanding located at the end of this Collective Bargaining Agreement (Appendix G).

(5.1.3) **Schedule:** The total salary for each teacher covered by this Agreement, shall be determined in accordance with the single salary schedule, as found in Appendix D, which is attached hereto and made a part of the Agreement.

(5.2) **Credit for Experience:** New employees with zero (0), one (1), or two (2) years of teaching experience at the time of employment shall be placed at step 3 on the Total Salary Schedule (Appendix D). Credit for formal teaching experience may be allowed upon initial employment or return to the District from a non-leave status, to a maximum of fifteen (15) years. Other adjustments to experience credit may be made for experience directly related to the employee's teaching assignment, at the time of initial employment or return to the District from a non-leave status, by the appropriate director. New employees, at the time of employment, shall not be contracted for a salary greater than that of a presently employed teacher whose training and experience are evaluated as being equal. Credit for such experience shall not exceed Step 16 on Appendix D. The minimum period of service to qualify for one (1) full year of teaching experience credit shall be ninety-four (94) service days in a paid status under an Iowa Code Chapter 279 contract of employment or equivalent contract issued by another state.

(5.3) **Method of Payment:** All payments shall be made via Automated Clearing House (ACH) by the last business day of the month.

(5.4) **Educational Lanes:** Employees on the regular salary schedule who qualify to be moved from one educational lane to a higher educational lane shall be moved to the appropriate step of the appropriate lane. Employees must file official documentation of additional educational credit with the superintendent no later than September 15, for pay adjustments for the entire school year, or no later than February 15, for pay adjustments in an amount equal to one-half of the increase allowed if received by September 15. Such documentation must show that the educational credit was awarded for graduate study through an accredited and recognized institution, and that the credit was awarded as part of (1) the employee's program of studies for an advanced degree, (2) advanced study in the employee's teaching area, or (3) study approved as qualifying credit by the appropriate director.

## ARTICLE 6 - SUPPLEMENTAL PAY

(6.1) Employee assignments in extra-curricular activities listed on the Supplemental Pay Schedule shall be compensated according to that schedule, Appendix E, which is attached hereto and made a part of this Agreement. Supplemental pay for those activities for the 2017-2018 year shall be computed using the generator base of **\$33,970**.

(6.2) An employee may submit a written request to be relieved of his or her supplemental pay assignment upon completion of said assignment. Effort will be made by the administration to find a qualified and suitable replacement. The employee shall retain said position until a qualified and suitable replacement is found. Judgments as to qualifications and suitability for effecting any replacement shall be reserved solely and exclusively for the administration. A request for relief from a supplemental pay assignment shall not in any manner affect the employee's status regarding other assignments.

(6.3) Supplemental pay for department chairpersons and certain other positions for the 2017-2018 year shall be computed using the generator base of **\$33,970**. The index percentages and categories are listed in Appendix F.

(6.4) **Summer School:** Employees who teach summer school including Title programs, provide tutoring, or supervise field trips will be paid at an hourly per diem rate determined by the employee's placement on the Base Salary Schedule (Appendix G) for the current contract.

(6.5) **Emergency Teacher Substitutes:** Employees who are requested by the building principal to serve as an emergency teacher substitute for a scheduled period shall be reimbursed in the amount of \$12.00 for scheduled periods of thirty (30) minutes or less and \$24.00 for scheduled periods of more than thirty (30) minutes.

(6.6) **Short Term Teacher Substitutes:** Regular full time and regular part time teachers under contract with the District, who are requested by a building administrator to serve as a short term teacher substitute for more than two (2) consecutive days shall, at the discretion of the administrator be reimbursed:

**either:**

a. an hourly per diem rate determined from the employee's placement on the Base Salary Schedule (Appendix G) salary for the current contract.

**or:**

b. be given release from duty.

*(Note: "Short term" for purposes of this section is defined to be a span of time up to but less than a full semester. The administrator has sole discretion in determining when a substitute teacher external to the district work force will be hired and when a regular full or part time teacher will be assigned to serve in such a capacity).*

(6.7) **Extended Contracts:** Employees who are placed on extended contracts will be paid a per diem rate based on the employee's Base Salary (Appendix G) for the current contract year.

(6.8) **Non-Teaching Duty Assignments:** Employees who are required by the administration to work outside the regular teaching day as a ticket seller, ticket taker, bus chaperon, supervisor, junior high time keeper or junior high score keeper will be paid \$15.00 for the assignment.

(6.9) **Home Bound Instruction:** Employees who deliver home bound instruction shall be compensated an hourly per diem based up on the individual's placement on the Base Salary Schedule (Appendix G) for the current contract.

## **ARTICLE 7 – INSURANCE**

~~(7.1) **Descriptions:** The Board shall make available, through the various elementary, junior and senior high buildings, descriptions of the insurance coverage. Included in these descriptions will be the limits and conditions of coverage, as printed and supplied by the insurance carrier.~~

~~(7.2) **Coverages:** Coverages for the 2016-2017 insurance coverage years (September 1 – August 31) shall include hospital, surgical, medical, dental, vision, major medical, long-term disability and term life (\$50,000, with accidental death and dismemberment benefits). Hospital pre-admission authorization is included.~~

~~(7.3) The coverages noted above constitute a general listing and are included for information purposes only. Technical wording regarding the coverages is contained in the official benefit certificates with the insurance carrier and is further described in the carrier's program description cited in the first paragraph of this Article.~~

~~(7.4) **Board Premium Contributions:**~~

~~The Board agrees to provide premium contributions, which, for eligible individuals, will be **\$569.28** per month; for those with dependent coverage, the monthly contribution toward that coverage shall be **\$428.57**. Participating employees shall pay **\$25.00** per month. Employees who elect to be covered by the plan with lower premiums will have the savings from the reduced individual premium payments added to their compensation as insurance adjustments or to another approved plan. Employees who elect to be covered by the plan with higher premiums will pay the additional cost. The District will continue to pay 100% of the individual premium after the first **\$25.00**, and 40% of the dependent level.~~

~~(7.5) Dental insurance, for eligible individuals, will be provided (the maximum yearly benefit is \$1,000); the monthly premium contribution is **\$27.50**, and each participating employee shall pay \$1 per month.~~

~~(7.6) Vision insurance, for eligible individuals, will be provided; the monthly premium contribution is **\$6.48**, and each participating employee shall pay \$1 per month.~~

~~(7.7) Employees who are 50-79% F.T.E. are eligible to apply for participation in the Group Insurance Plan. These participating employees will pay the cost of their insurance premiums.~~

~~(7.8) Board contributions specified above shall continue in effect for employees on paid leaves of absence. Employees on unpaid leaves of absence may retain medical and/or life insurance coverage while on leave of absence, provided that such employees pay the total costs of the insurance coverage retained. Employees on leave of absence without pay shall be responsible for paying the full monthly premium. Employees on leaves of absence without pay are not permitted to retain health insurance coverage beyond one (1) coverage year. Employees returning from unpaid leave of absence who have not retained health insurance coverage will resume coverage on the first of the month following the month of return to active work.~~

## ARTICLE 8 - TRAVEL REIMBURSEMENT

(8.1) **In-District:** Employees assigned to more than one building or when conducting class-connected business approved by the principal are eligible for travel reimbursement at the rate specified by the Board of Education. Reimbursement shall be for actual miles driven. Expense vouchers are to be submitted to the appropriate director at the end of the semester.

(8.2) **Out-of-District:** Employees who are required to use their personal automobiles for administratively-approved travel outside the District will be reimbursed at the rate specified by the Board of Education and reimbursed for approved meal expenses. This provision does not apply to travel appropriately approved under conference leave.

## ARTICLE 9 - SERVICE YEAR

(9.1) The basic service for all employees shall include one hundred eighty seven (187) days, including not more than one hundred eighty (180) days of school. One (1) additional day of in-service and two (2) additional induction program days will be scheduled for new employees. *In the event that additional time is mandated without full state funding of the additional time, bargaining on the salary schedule will be re-opened per Code section 20.17.6\**. For secondary employees, there will be one workday at the end of each semester. Elementary employees will have a workday at the end of the school year, and, in lieu of a January workday, will have three noon dismissals, each scheduled prior to a conference series.

(9.2) When scheduled pre-school events or duties do not require the presence of an employee, that employee shall be at his or her place of assignment making preparations for the opening of school.

## ARTICLE 10 - HOLIDAYS

(10.1) Unpaid holidays during the period of the school year are Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Memorial Day.

## ARTICLE 11 - VACATIONS

(11.1) Unpaid vacation days during the period of the school year are the Friday directly following Thanksgiving Day, at least seven (7) week days at Christmas time, and a spring break of five (5) consecutive days.

## ARTICLE 12 - HOURS

(12.1) The official standard teaching day i.e. work day shall consist of eight (8) hours and zero (0) minutes, and shall include a scheduled lunch period of at least thirty (30) minutes. Employees shall report for duty at least thirty (30) minutes prior to the beginning of the pupils' school day, and shall remain at their places of assignment, as determined by the principal, for at least thirty (30) minutes after the close of the pupils' school day. On Fridays and days immediately preceding a holiday or vacation, employees may depart their buildings fifteen (15) minutes prior to the end of the standard work day.

**Note: For the 2016-2017 and 2017-2018 Agreement Article 12.2 is replaced by Appendix H Letter of Understanding which addresses Opportunity for Elementary Teacher Planning, Collaboration and Professional Development**

*[(12.2) **Elementary Planning Time:** Planning time for elementary teachers will be provided. In addition to the K-12 professional development days, there will be three Wednesdays per contract year when the scheduled planning times will be available for professional development activities.]*

(12.3) **Emergency Appointments:** Employees who have emergency medical or dental appointments may leave the building for such appointments after student dismissal and/or upon approval by the building principal and at the time designated by the principal.

(12.4) **Leaving the Building:** Employees may leave their assigned building without permission during their scheduled duty-free lunch periods, but at any other time during the in-school working day may leave only through procedures established by the building principal.

(12.5) **Meetings:** Employees shall not be required to attend meetings called for at times after student dismissal on Friday, or a day immediately preceding a holiday or vacation.

### ARTICLE 13 - LEAVES OF ABSENCE

(13.1.1) **General Provisions:** Any employee taking or planning a leave of absence is solely responsible for reviewing the insurance provisions (see Art. 7) regarding coverage, premium payments, etc., while on leave.

(13.1.2) The Board of Education may require a physician's certificate as a basis for determining pay during absence if this should be deemed necessary.

13.1.3 The minimum increment of leave shall be one half (0.5) of the employee's work day.

13.1.4 Leaves of absence will be granted to part time employees on a pro-rata basis.

(13.2.1) **Sick Leave:** The Board of Education shall grant employees twenty (20) days sick leave per service year. If any employee does not use the full amount of annual leave allowed, the unused leave shall accumulate to a maximum of available leave of 95 days at full pay (including the leave of the current year).

(13.2.2) New employees must be on the job for a minimum of thirty (30) days to receive full benefit. Employees will be eligible for ten (10) days sick leave during the first thirty (30) days.

(13.2.3) New employees beginning service after the start of the school year shall have their first year's sick leave entitlement pro-rated.

(13.2.4) Regular full and part time employees may be granted approved leave with pay for an absence due to the **employee's personal illness, injury, or associated medical treatment** when such illness prevents the employee's attendance at school and performance of duties.

(13.2.5) Up to a maximum of six (6) days per year of paid sick leave may be granted under the following circumstances, such days will be deducted from the employee's accumulated personal sick leave balance:

- leave for the parent of a new born or newly adopted child;
- illness, injury, or medical treatment for a member of the **employee's immediate family i.e. spouse, parent (including step relationships), son or daughter (including step, adoptive, foster, or legal guardian relationships).**

#### NOTE:

*1. Leaves of absence for sickness shall not be granted for elective surgery which can be deferred to a date when students are not attending school.*

*2. The following circumstances, including but not limited to cosmetic treatments, lasik surgery, orthodontic consultation or treatment, dental visits, periodic physicals and preventive health checkups etc. do not qualify for paid sick leave.*

(13.3.1) **Child Bearing Leave:** Child bearing leave shall be granted for the period of time during which the employee is certified by her physician to be temporarily disabled by pregnancy (or complications of the pregnancy).

(13.3.2) The employee shall submit a physician's statement of temporary disability to the Central Office in accordance with the procedures and forms as so provided.

(13.3.3) The Board may require, at their discretion, a physician's statement of specific complications when the period of temporary disability exceeds twenty-one (21) calendar days.

(13.3.4) Failure to return within five (5) working days after the termination of temporary disability or not having an approved child rearing leave shall constitute grounds for termination of contract.

(13.3.5) Employees shall be eligible for sick leave provisions in accordance with existing Agreement for the period of temporary disability as attested to by a physician's statements.



(13.3.6) An employee returning from child bearing leave shall be re-employed in her former position, if the position is available. If that position is not available, the employee shall be re-employed in a position for which she is qualified.

(13.4.1) **Child Rearing Leave:** Child rearing leave shall be available to full-time employees for a period of time up to the conclusion of the same school year, shall not in any case exceed 180 teaching days, and shall be for the purpose of caring for a newborn infant for which the applicant has legal responsibility for care and/or support. Such leave shall normally be subsequent to the birth of the employee's child or, in the case of adoption, when the child is physically turned over to the employee-parent. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall notify the Board in writing of whether or not the employee intends to take child rearing leave.

(13.4.2) In the case of adoption of a child, the employee shall be required to notify the Board, in writing, of the employee's intention to take a child rearing leave. Such notice must include the estimated date when the leave shall become effective.

(13.4.3) By mutual agreement, the length of child rearing leave may be altered. The employee is encouraged to meet with the building principal in considering the particular needs of the students in selecting an effective date for returning from such leave.

(13.4.4) An employee returning from child rearing leave will be re-employed in the employee's former position if available. If that position is not available, the employee shall be re-employed in a position for which he/she is qualified. Failure of the employee to return on the date approved by the Board shall constitute grounds for termination.

(13.4.5) An employee who returns from child rearing leave shall retain all previous experience credit and leave time on record at the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of the child rearing leave.

(13.4.6) A child rearing leave of absence granted under this Agreement shall be a leave without pay.

(13.5.1) **Bereavement Leave:** An employee shall be entitled to up to five (5) days per occurrence of bereavement leave, with pay. Bereavement leave may be used only in the case of **death** in the **immediate family** defined as spouse, parent (including step relationships), or child (including step, adoptive, and foster, or legal guardian relationships), brother, sister.

(13.5.2) Bereavement leave days are not deducted from accumulated sick leave.

(13.6.1) **Emergency Leave:** Any professional employee shall be able to take up to a total of three (3) paid days of emergency leave per contract year, in the event of death or serious health condition in the extended family or close friend, where sick leave or bereavement leave provisions do not apply. **Serious health condition** is defined as: An illness, injury, impairment, or physical/mental condition that involves:

**either A) inpatient** (at least one overnight stay) **non- elective treatment** in a hospital, hospice, or residential care facility including any period of **subsequent related outpatient treatment delivered in a hospital, hospice, or medical treatment facility** in connection with the initial inpatient condition;

**or B)** the actual day an extended family member under goes **outpatient surgery** (or other invasive procedure) at a hospital or medical treatment facility (including doctor's office when the doctor deems it medically appropriate) **where the presence of the employee is medically required by the patient's doctor.**

[NOTE: Elective and cosmetic surgery and related procedures, including but not limited to orthodontic treatment and lasik surgery, are not considered serious health conditions under this leave benefit.]

**Extended family** for purposes of **serious health condition** is defined as grand parent, grandchild, sister, brother, in-law relations (i.e. father, mother, brother, sister, son, daughter); or close friend.

**Extended family** for purposes of **death** is defined as in-law relations (i.e. father, mother, brother, sister, son, daughter) grandparent and grandchild; or close friend.

In the event of the death of a student, employee, or immediate family member of an employee of the Cedar Falls Community School District, the principal of the appropriate building may grant to an appropriate number of employees sufficient time to attend the funeral, as representatives of the school district.

(13.6.2) Emergency leave days are not deducted from accumulated sick leave.

(13.7.1) **Personal Leave:** Personal leave may be requested for such purposes as the employee may determine including, but not limited to, routine doctor or dental appointments including physicals, dental visits, well-baby appointments, preventive health checkups; visits with financial or legal advisors.

(13.7.2) Personal leave may be requested for use at a time that extends a vacation or holiday. Building principals may approve such requests after considering the smooth continuation of the educational process, operations of the building and District guidelines for administrators.

Personal days shall not be granted on: days scheduled for State mandated testing; days scheduled for end of semester or end of year exams or tests; days scheduled for building or district wide parent/guardian conferences; during the first five (5) or last five (5) service days of the school year. Generally, employees should avoid requesting personal leave on a day scheduled for district-wide or building level professional development.

(13.7.3) Each employee shall be credited with a maximum of two (2) days of personal leave per year. Such leave may be taken in increments of one-half (.5) day, one (1) day, two (2) days, or the total number of days accumulated. When considering requests, Administrators shall consider the impact on the smooth continuation of the educational process, operations of the building, the number of other anticipated or approved absences for the date in question and other foreseeable adverse effects arising from approval of the leave request

(13.7.4) Personal leave days may accumulate to a maximum four (4) days total, including the allotment for the current year. Unused personal leave days will be added to accumulated sick leave and may be in excess of the established sick leave maximum.

(13.7.5) **Hardship Option – Personal Leave:** Employees who experience extreme hardship circumstances (serious illness, injury, medical trauma, substantial property loss), personally or within the immediate family (defined as spouse, parent (including step relationships), or child (including, step, adopted, and legal guardian), and who have exhausted all applicable leave-of-absence time available to them, may apply for personal leave time to be donated by other covered employees. The request, with information pertaining to the need, will be made to the director of human resources (or designee) and to a panel of five persons (director of human resources or designee, two other administrators, and two teachers appointed by the Association). The panel will consider each request and determine if the situation merits approval for donated personal leave. Approved requests, with all appropriate factors relating to the need, will then be communicated by the CFEA to employees covered by this Agreement. Willing employees may donate personal leave credited to them by completing a form available from each site office and the Association office. These non-returnable donations may be in one-half day or full day amounts, and may not exceed two days annually. Donated days may be specified for use by a specific individual, in the event that more than one employee has qualified for donation, or the days may be available for use as needed by those who have qualified. All information on the origin of donated days will be kept confidential. The Association will be kept informed by the director of human resources (or designee), as to the amount of time donated and the leave status of the employees who have qualified for donated days. If donated personal leave days are not sufficient to meet the needs of the affected employee(s) after the first request for donations, additional requests for days may be communicated by the CFEA. Forms for donation of personal leave days should be sent to the personnel office within ten (10) working days after each request. A maximum of three requests for donation of personal leave days may be made per hardship occurrence.

(13.8.1) **Leave for Religious Observance:** If an employee has religious affiliation which requires the observance of a religious holiday which falls on a working day, said employee shall be granted leave for such observance. Said leave will be with pay, and in no case shall total usage of said leave exceed two (2) days per school year. Arrangements must be made with the building principal at least three (3) school days prior to such leave.

(13.8.2) For each day absent, the employee will perform one (1) day of duties assigned by the principal. Any such compensatory work day or days shall be scheduled for a time during a normal school vacation or within one (1) week of the close of the school year. Failure to complete the one (1) or two (2) days of compensatory work shall cause pay for the number of days to be deducted from the employee's July salary check of that year.

(13.8.3) Any employee utilizing this leave shall be responsible for contacting the building principal to make arrangements for the scheduling of the compensatory day(s) of work.

(13.9) **Jury Service and Subpoena Leave:** Any employee who is called to serve on jury duty or who is subpoenaed to appear in a civil or criminal court proceeding shall be entitled to temporary leave without loss of pay. Remuneration for jury service and subpoena leave on a contract day shall be prorated on the basis of the employee's full time equivalency and such portion shall be turned over to the Cedar Falls Community School District. If service on a jury or subpoena would work a hardship on the school, an attempt shall be made to have the employee excused.

(13.10) **Public Office Leave:** Employees campaigning for and/or elected to public office (local, state or federal government) shall, upon request and approval by the Board, be granted a leave of absence without pay to fulfill the duties of that office. The employee taking the leave will retain all benefits, including accrued sick leave and personal leave, and seniority, but will not accrue leave time or other benefits while on leave.

(13.11.1) **Conference Leave:** An employee appointed by the appropriate director to represent an area of service or instruction, or the school district, will be granted leave with pay to attend educational conferences or conventions. All approved costs will be borne by the District.

(13.11.2) An employee approved by the appropriate director to attend an educational conference or convention directly or closely related to the employee's area of service shall be eligible for leave with pay. In such instances, the District shall provide a substitute, if necessary, and may partially or wholly reimburse the employee for approved expenses (depending upon such factors as the nature of the conference, the number of persons attending, and the costs related to the attendance).

(13.11.3) An employee who is an officer or participant of a curriculum specialty event, conference, or convention may attend with pay if approved by the appropriate director. In such instances, the District shall pay for the cost of any required substitute, but will not reimburse the employee for any conference convention related expenses.

(13.11.4) Requests for approval of leaves described in paragraphs two and three of this provision must be made to the appropriate director at least two (2) weeks before the beginning of the leave.

(13.12) **Consultive Work Leave:** Consultive work leave approved by the appropriate director may be granted to a maximum of five (5) days during the academic year to perform services for another school district or a commercial agency, without pay. If the requested consultive service has a direct benefit to the school district, such as an exchange of consultants, the appropriate director will determine if the leave will be with pay or without pay.

(13.13) **Military Leave:** Military leave shall be available in accordance with the law in the event that an employee is called to active service with the national guard, organized reserves or any component part of the military, naval, or air forces or nurse corps of this state or nation. Any employee expecting to be issued active-duty-for-training orders must contact the central office as soon as possible if the orders are to require absence during the period of the service year.

(13.14) **Temporary Leave Without Pay:** Building principals may grant temporary leaves of absence without pay to employees who desire to absent themselves from their assignments, but who are not covered by any other provisions for the proposed absence. The prime factor in granting of leave under this provision shall be that of maintaining the operational efficiency of the program of education, as determined by the building principal.

(13.15.1) **Extended Leave:** All requests for extended leave shall be submitted to the superintendent of schools for disposition at the appropriate level. Extended leave of absence without pay may be granted under the following provisions:

(13.15.2) Extended leave without pay may be granted to an employee elected to major office (president, vice president, or president-elect) in the Iowa State Education Association or the National Education Association. Such leave shall be for a maximum of two (2) school years.

(13.15.3) Extended leave without pay may be granted for the purpose of caring for a member of the immediate family with a serious health condition (as defined in 13.2.4). The maximum period of time for such leave shall be one (1) calendar year.

(13.15.4) Extended leave without pay for a maximum of one (1) school year may be granted to an employee for the purpose of further study in an area related to the employee's professional duties. To qualify for this provision, an employee must have been employed for five (5) consecutive years in the Cedar Falls Community School District, and the proposed study must be in an accredited college or university.

(13.15.5.a) Extended leave for special teaching opportunity, without pay and for a period of time not to exceed two (2) school years, may be granted to an employee who has completed at least three (3) consecutive years of teaching in the Cedar Falls Schools for the purpose of formal teaching in VISTA or in another country.

(13.15.5.b) Prior to departing on any such leave, the employee shall be responsible for meeting with his or her principal and the appropriate director for the purpose of determining whether or not a one (1) or two (2) step advancement on the salary schedule will be allowed for formal teaching experience to be gained during the leave. The employee shall be notified after the meeting of the preliminary decision regarding the granting of one (1) or two (2) steps on the salary schedule for the formal teaching experience to be gained when, and if, the employee returns to active teaching in the Cedar Falls Schools.

(13.15.5.c) Following the successful completion of any such teaching experience, as described above, the returning employee shall be responsible for documenting the outside teaching experience. Such documentation shall show the type of experience, its duration, and evidence of success in the assignment. Advancement of one (1) or two (2) steps on the salary schedule for the formal teaching experience gained shall be accomplished only after these conditions have been filled.

(13.15.6) Extended leave without pay for a maximum of one (1) school year may be granted to an employee for the purpose of leave while recovering from a serious illness or injury. Situations requiring more than this may be approved by the administration. Such leave will become available at the close of the school year in which the employee's personal sick leave becomes exhausted.

(13.16) All employees utilizing extended leaves of absence under numbers 13.15.2, 13.15.3, 13.15.4 and 13.15.6 above will, upon their timely return to the District, be placed on the salary schedule at the step next above that at which they were placed during their last year of work in the District. Sick leave accrued prior to departure shall be preserved for employee usage upon return from any extended leave.

(13.17) An employee returning from extended leave under the provisions of numbers 13.15.2, 13.15.3, 13.15.4, 13.15.5 and 13.15.6, above, will be re-employed in the employee's former position, if that position is available. If that position is not available, then the employee will be re-employed in a position for which he or she is qualified.

(13.18) **Association Leave:** Twelve days of time per contract year will be available to employees selected by the Association for the purpose of conducting Association business. This time will be at regular pay for each selected employee, and the Association will reimburse the employer for each day of substitute costs at the basic daily sub rate for the year. In the event that additional time is needed, that time may be used and reimbursed in the same manner if the request for such additional time has been approved by the superintendent of schools.

#### **ARTICLE 14 - SICK LEAVE BANK**

(14.1) **Definition:** There will be established a sick leave bank, or reservoir, to be used by any employee who chooses to participate.

(14.2) Use of sick leave bank days will commence on the ninety-sixth (96th) contract day of sickness or injury of the eligible employee and will continue for up to an additional one hundred (100) contract days. The bank year will be the contract days of a given school year.

(14.3) **Participation:** Participation in the bank system will be on a voluntary basis and contributions will be made in the form of one (1) day of sick leave from the current year's allocation of fifteen (15) or twenty (20) days, as appropriate. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Employees who wish to enroll must submit two (2) completed application forms (see Appendix B) to the business office on or before September 15 of the year of the initial enrollment. This sick leave bank application will continue from year to year unless revoked in writing by the employee before September 15 of the school year in which the revocation is to be effective. The director of business affairs will sign the forms and return one (1) copy to the employee.

(14.4) **Unused Days in Bank:** Assets of the bank will not be carried over from year to year in excess of 200 days. The following year's bank will consist of the days carried over plus all contributed days for that year's participation.

(14.5) **Use of Bank Leave Days:** Use of bank leave days will be based on a daily use basis, e.g., everyone eligible will draw each day until total bank leave days have been exhausted.

## ARTICLE 15 - TRANSFER PROCEDURES

(15.1) **Notices:** Teacher, administrative and supplemental pay vacancies (empty FTE) will be posted in the central office, on the Web site and in each attendance center. During the summer months, vacancies will be posted only in the central office and the administration shall be responsible for mailing notices to employees who have requested a transfer to a position of the type vacated.

(15.2) **Requests:** Any employee who wishes to request a transfer or consideration for a supplemental pay position must do so in writing to the appropriate director. Such requests shall be considered in effect for one (1) year from the date of filing. In cases where no request has been made, but where transfers are made by the administration, the employees transferred shall be informed in writing of the reasons for their transfers.

## ARTICLE 16 - PROCEDURES FOR STAFF REDUCTION

(16.1) When staff reduction in an area of employment is to occur, the reduction shall be in accordance with the following procedures:

(16.1.1) Known attrition (retirements, resignations, etc.) shall be the first step in this procedure. If any such attrition is insufficient to accomplish the needed reduction in the area of employment, the next step will be utilized.

(16.1.2) The second step shall be the reduction of employees in the area of employment with emergency and/or temporary certification or licensure, unless needed to maintain an existing program. If reduction at this step is insufficient to accomplish the needed reduction, the third step will be utilized.

(16.1.3) The third step shall be the reduction of employee(s) with the least seniority in the area(s) where the reduction is needed, unless needed to maintain an existing program, and to the extent required to accomplish the needed reduction. Regular program division areas of employment are: classroom teachers Pre-Kindergarten (PK)-6, talented & gifted, English as a second language, 7-12 science, 7-12 English, 7-12 social studies, 7-12 family & consumer science, 7-12 world languages, 7-12 mathematics, 7-12 speech, 7-12 business education, K-12 music, K-12 art, K-12 physical education, 7-12 health, 7-12 industrial technology, counseling K-6, counseling 7-12, and library science. Special education division areas of employment are: K-6 special education, 7-12 learning disabilities/behavioral disabilities, 7-12 behavioral disabilities-self contained, 7-12 multi-disabilities, and 7-12 resource and work experience. Seniority shall be defined as the total number of consecutive years of employment in the district. Seniority shall accrue from the initial date of employment or the date the employee signed the individual contract, whichever is earlier. Seniority credit shall not be allowed for service while on probation resulting from administrative action. Up to five (5) years of seniority credit may be allowed at the time of employment for experience in the employment area during the ten (10) years before the date of employment. Employees voluntarily or involuntarily transferred shall retain their district seniority.

In the event that a reduction in an employment area will occur and the two least senior employees in the area of employment have equal seniority, the following procedures will be utilized to determine the order of the reduction:

(16.1.3.a) In each employment area where reduction is to occur, the employee who does not have a master's degree will be reduced first.

(16.1.3.b) Where both seniority and educational degree(s) are equal, evaluation of employee effectiveness will be utilized to determine the order of the reduction.

(16.2) **Reemployment:** Any employee reduced pursuant to this Agreement shall have recall rights to any vacancy, in the division from which he or she was reduced, for which he or she is or may become licensed or endorsed for two (2) calendar years from the effective date of his or her reduction, and shall be recalled to available positions in such employment area in reverse order of reduction. During said two year period, a reduced employee will receive one (1) notification per vacancy within the area or areas (to be sent by certified mail with return receipt).

A reduced employee not replying within fifteen (15) calendar days from date of mailing will not be considered for further reemployment under this agreement. However, if notification is undeliverable, the reduced employee will

have waived reemployment rights for said vacancy only. A reduced employee under contract to another employer when the vacancy notification is received should reply to the central office stating his/her contractual status if he/she wishes to continue reemployment rights under this Agreement. Also, during the said two-year period it is the responsibility of the reduced employee desiring reemployment to appraise the Administration of his/her qualifications in other employment areas.

(16.3) The provisions of this Article and any related seniority provisions of this Agreement shall not apply to long-term substitutes (those employed on a substitute basis for more than four months) or to limited-term leave replacement employees. Employees who first serve as limited-term, leave-replacement employees and who later are employed without the limited-term, leave-replacement conditions present shall then have their seniority calculated in accordance with the provisions of this Article and all other contract provisions pertaining to seniority. Limited-term, leave-replacement employment is defined as an employment situation wherein a person is placed under individual contract of hire for the purpose of replacing another employee who has been placed on approved leave of absence.

(16.4) **Notification:** The Administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction, and written reason thereto, not later than April 30.

(16.5) **Benefits:** Experience credit will accrue between reduction pursuant to this Agreement and reemployment provided the individual concerned is engaged in full time teaching in a state-accredited school. Fringe benefits will not accrue between reduction pursuant to this Agreement and reemployment. A re-employed individual will be placed on the experience step as earned and will receive fringe benefits negotiated for the year of re-employment.

(16.6) **Resignation:** Any employee resigned for reasons of staff reduction shall be accorded the recall rights unless specifically waived by the employee in writing. The Board shall annually provide the Association with a current list of individuals who have retained their recall rights as provided by this Agreement.

## ARTICLE 17 - EMPLOYEE EVALUATION PROCEDURES

(17.1.1) **Notification:** By no later than thirty (30) days after the beginning of the school year, the building principal or the principal's designee shall acquaint each employee assigned to the site with the evaluation program. A printed booklet on the evaluation program will include information on procedures, criteria, and instruments, and will be distributed to all employees. No formal observation shall take place until at least five (5) days after such notification.

(17.1.2) New employees beginning after the start of the school year shall receive the notification not later than thirty (30) days after the first day of the new assignment.

(17.1.3) Employees with multi-building assignments shall receive notification from the principal (or designee) of the home-based school. Home-base principals shall have the major responsibility for comprehensive evaluations and performance reviews for such employees.

(17.2.1) **Formal Observations:** All formal observations shall be conducted with full knowledge of the employee.

(17.2.2) First and second year employees and employees who are on or considered for probation as a result of administrative action will be formally observed at least three (3) times during the school year. Each observation shall be at least a major portion of one (1) class period or the equivalent thereof.

(17.2.3) **Career Teacher Performance Reviews:** All career teachers beyond the second year of employment in the District will participate with the appropriate principal in performance reviews at least each three years of employment and in annual reviews regarding individual career development plan contents and progress.

(17.3.1) **Written Evaluation Summaries:** Evaluation summaries assessing the quality and degree of performance of duties assigned shall be in writing. Two (2) copies of each formal evaluation shall be signed by the principal and employee and each shall be given one of the copies. Signature by the employee shall indicate awareness of contents, but may not necessarily indicate agreement.

(17.3.2) If an employee does not agree with the contents of his or her formal evaluation summary, he or she may file a written response. The response shall be signed by the employee and the evaluator(s) to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary. Employees who are on

probation as a result of administrative action or who are being considered for such probation may request an additional evaluation from another evaluator in the District if they do not agree with the contents of their evaluation summaries.

(17.3.3) Any career teacher who is not under statutory probation has the right to file a grievance over the results of any of his or her evaluation reports which are being used against him or her at the time that the recommendation for termination or withholding of salary increase is made.

(17.4.1) **Conferences:** A conference will be held with the employee before submitting a written evaluation summary to the central office. Conferences shall be held with each employee experiencing a comprehensive evaluation or performance review, with probationary employees, and with employees in cases where a non-probationary employee is experiencing difficulty and/or may be placed on probation by administrative action.

(17.4.2) In cases involving difficulties, a conference shall be held by January 15, shall include a listing of expected improvements, and shall provide an opportunity for the employee to seek suggestions for improving his or her performance. If a situation requiring a conference develops after that date, the principal will arrange for a conference to be held. In the event of a probationary conference (a conference where probation will be imposed or where probation appears imminent) the teacher shall be provided two (2) days notice of the conference and the agenda items for the conference.

(17.5.1) **Evaluation-Related Personnel File Review:** An employee may review the materials contained in his/her personnel file provided that the superintendent or designee is present. A representative of the Association, at the employee's request, may accompany the employee in this review. Confidential credentials and letters of recommendation shall be exempt from review. The employee shall have the right to respond in writing or to reproduce any evaluation material contained in his/her personnel file.

(17.5.2) A copy of any non-confidential evaluation-related material which the employee has not had opportunity to read and which is to become part of the employee's personnel file shall be sent to the employee. Routine items which are not of a negative nature shall be exempt from this provision.

## ARTICLE 18 - GRIEVANCE PROCEDURE

(18.1) **Definitions:** Grievance: A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

(18.2) **Aggrieved Person:** An aggrieved person is the person who filed the grievance. If a grievance represents a person or persons in addition to the aggrieved person, such person or persons shall sign a

petition which shall be attached to the grievance form. The petition shall state that the grievance filed by the aggrieved person represents also the person or persons whose signature(s) appear on the petition.

(18.3) **Party in Interest:** A party in interest is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.

(18.4) **Time Limits:** The number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to comply with the limits. The time limits specified may, however, be extended by mutual agreement, emergency, and/or an absence of a party in interest at a time when action is required.

(18.5) **Year-End Grievance:** In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be completed prior to the end of the school year or within a maximum of thirty (30) days thereafter.

(18.6) **Level I - Principal (Informal):** If an employee feels that a violation, misinterpretation, or misapplication of some provision of this Agreement has occurred, he or she shall first discuss the matter with the building principal.

(18.7.1) **Level II - 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 set forth in Appendix C, Grievance Form. The grievance form shall be available from the teacher rights chairperson and said form shall be signed by the aggrieved person and shall be certified by the teacher rights chairperson of the Association. Two copies of the grievance form shall be delivered to the principal. Both copies

shall be signed and dated by the principal, and one copy shall be returned to the aggrieved person. The principal shall indicate his/her 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 aggrieved person and the Association.

(18.7.2) If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days, the grievance shall be transmitted to Level Three.

(18.7.3) If the grievance involves more than one building, it may be filed with the superintendent or his/her designee, after carrying out the informal discussion specified in Level One with the superintendent or designee. Any grievance filed directly with the superintendent must be a grievance that does not, in any way, involve a building principal or principals.

(18.7.4) Any formal grievance must be filed within twenty (20) school days of the event or condition giving rise to the grievance.

(18.8.1) **Level III - Superintendent of Schools:** The superintendent of schools, or the superintendent's designated representative, shall consider any formal grievance submitted within ten (10) days of the disposition at Level Two, may conduct hearings, and shall respond in writing within ten (10) school days of receipt of the grievance.

(18.8.2) If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition was made at that level, the Association may submit the grievance to binding arbitration.

(18.9.1) **Level IV - Arbitration:** Arbitration shall be the final step in the grievance procedure. Grievances which have progressed properly through Levels One-Three may be advanced to arbitration only with the approval of the Association. To be considered timely, a grievance intended as a subject of arbitration must be submitted, with accompanying materials including but not limited to a letter of approval from the Association, within twenty (20) school days of the final decision at Level Three.

(18.9.2) The arbitrator shall be selected from a list of three (3) qualified arbitrators supplied by the Public Employment Relations Board. Representatives of the Board and the Association shall determine by lot who shall have the right to first strike one name from the list. Two (2) school days following the determination of order shall be the maximum time allowed for effecting this action. The second party shall then have one (1) day to strike a name from the list. The person whose name remains shall be the selected arbitrator.

(18.9.3) The arbitrator so selected shall confer with parties in interest, including representatives of the Board and the Association, shall hold a hearing or hearings, and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. If oral hearings have been waived, the decision shall be rendered within thirty (30) days from the date final statements or other evidence were submitted.

(18.9.4) **Determination of Grievability:** If any decision at Levels One-Three declares the issue to be one not possessed of the qualification of grievance stated herein, the first duty of the arbitrator shall be to rule on the question of grievability. If a decision at Levels One-Three declared the issue a non-grievable matter under this Agreement, and the arbitrator's ruling is one of non-grievability, the matter shall automatically, and without further action by any party, be dropped. If the arbitrator's ruling on an issue claimed to be non-grievable at any level is in favor of grievability, the grievance shall then be returned to Level Two. It shall then be processed as a grievance as if the original question of grievability had not existed. If an issue is declared to be non-grievable at Level One and a decision at Level Two or Three rules in favor of grievability, the issue shall be returned to the person declaring the issue non-grievable. That person shall then process the issue as a grievance as if the original question of grievability had never existed.

(18.9.5) **Employee and Association:** The Association shall have the right to withdraw any grievance submitted to arbitration at any time before the arbitrator's decision. The employee shall have the right to withdraw his or her grievance at any time during Levels One, Two and Three. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option at all levels, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party in interest. The Association shall have the right to grieve any adjustment of the employee's grievance at Levels Two and Three if such adjustment is inconsistent or contrary to the provisions of this Agreement.



(18.9.6) **Scope:** The arbitrator shall be without power or authority to amend, expand, alter, or in any other way change any provision of the Agreement.

(18.9.7) **Effect:** The decision of the arbitrator shall be final and binding on the parties.

(18.9.8) **Costs:** Fees and expenses of the arbitrator shall be shared equally by the Board and the Association. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.

(18.10.1) **Released Time for Hearings:** All meetings and hearings which are conducted pursuant to this grievance procedure shall normally be scheduled at times when classes are not in session in the building. The parties agree, however, that the scheduling of arbitration hearings may be done by the arbitrator, and that the arbitrator's personal schedule may dictate hearings during normal school hours. If an arbitrator schedules a hearing at such a time concurrent with school classes, released time without loss of compensation shall be provided to the following persons: one (1) official of the Association, the aggrieved person, witnesses for the Association equal in number to the witnesses representing the Board and one (1) person to speak on behalf of any others whose interest are represented and indicated by signature on a petition attached to the grievance at Level Two, if the grievance represents the interest of more than one (1) person.

(18.10.2) Any such released time shall be for the duration of the actual hearing, and shall include reasonable travel time to and from the site of the hearing.

(18.11) **Separate Grievance File:** All documents, written communications, and records from 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.

(18.12) **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 selected representatives.

**ARTICLE 19 – DURATION**

This Agreement shall be in full force and effect from July 1, 2017, to and including June 30, 2018.

**ARTICLE 20 – SIGNATURE CLAUSE**

In witness whereof the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on this 7 day of July, 2017.

CEDAR FALLS EDUCATION ASSOCIATION

CEDAR FALLS COMMUNITY SCHOOL  
DISTRICT BOARD OF EDUCATION

By: Kris Klinehart  
President

By: Jayce E. Coil  
President

By: Opelyn J. Lewis  
Chief Negotiator

By: Adrian P. Talbot  
Chief Negotiator

**APPENDIX A**

**CEDAR FALLS COMMUNITY SCHOOLS**

**APPLICATION FOR DUES CHECKOFF**

(File two copies)

I hereby authorize the director of business affairs to deduct from my paycheck \$\_\_\_\_\_ each month for ten months for association or union dues check - off. The business office will make payment each month to the following association or union: \_\_\_\_\_ recognized by PERB as the official employee representative organization. The school district will pay to the association or union only such sums as are actually deducted from the employee's salary earned.

Application for this service must be received by the director of business affairs on or before October 15. The first deduction will be made on the October 31 paycheck. Employees beginning after October 15 shall make application for dues check off within 30 days of beginning of employment. The first deduction will be made on the paycheck immediately following application approval.

This authorization shall continue in effect from year to year unless revoked in writing by the employee with a 30-day notice to the Board. Notification of revocation of authorization will be transmitted to the employee representative organization after the revocation has been affected.

_____	_____
Date	Employee's Signature
_____	_____
School	Print Name
-----	

Date received: \_\_\_\_\_

Accepted \_\_\_\_\_  
Rejected \_\_\_\_\_

\_\_\_\_\_  
Director of Business Affairs

(One copy will be returned to the employee)

**APPENDIX B**

**CEDAR FALLS COMMUNITY SCHOOLS**

**APPLICATION FOR SICK LEAVE BANK**

I hereby authorize the director of business affairs to contribute one (1) day of my sick leave entitlement for the current year to the Sick Leave Bank.

NOTE: This authorization shall continue in effect from year to year (with each contributed day to be taken from the sick leave entitlement of the current year), unless revoked by me in writing on or before September 15 of the school year when the revocation is to take effect.

\_\_\_\_\_ Date \_\_\_\_\_ Employee's signature

\_\_\_\_\_ School \_\_\_\_\_ Print Name

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Date received: \_\_\_\_\_ Director of Business Affairs

**APPENDIX C  
GRIEVANCE FORM  
CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
(Submit to Principal in Duplicate)**

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Building \_\_\_\_\_  
Assignment \_\_\_\_\_  
Name of aggrieved person \_\_\_\_\_  
Date filed with principal \_\_\_\_\_  
Certification by Teacher Rights chairperson \_\_\_\_\_  
Principal's signature \_\_\_\_\_

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**Level II**

A. Date cause of grievance occurred \_\_\_\_\_  
\*B. Statement of grievance \_\_\_\_\_  
C. Provision of the Agreement alleged to have been violated, misinterpreted, or misapplied \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

E. Disposition by principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

**Level III**

- F. Signature of aggrieved person \_\_\_\_\_
  - G. Date received by superintendent or designee \_\_\_\_\_
  - H. Disposition \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Level IV**

- I. Date of decision of Association to submit grievance to arbitration \_\_\_\_\_
  - J. Signature of aggrieved person \_\_\_\_\_
  - K. Signature of Association president \_\_\_\_\_
  - L. Date of submission to arbitrate \_\_\_\_\_
  - M. Disposition by arbitrator \_\_\_\_\_
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\*Additional pages may be attached to include information regarding B, C, D, E, H and M.

**Cedar Falls Community School District  
Appendix D  
2017-18 Combined Teacher Salary Schedule**

Step	BA	BA15	BA30	MA	MA15	MA30	MA45
1	38,520	39,878	41,238	42,936	44,295	45,654	47,013
2	39,794	41,152	42,512	44,295	45,654	47,013	48,371
3	41,068	42,426	43,786	45,654	47,013	48,371	49,730
4	42,342	43,700	45,059	47,013	48,371	49,730	51,089
5	43,615	44,974	46,333	48,371	49,730	51,089	52,448
6	44,889	46,248	47,607	49,730	51,089	52,448	53,806
7	46,163	47,523	48,881	51,089	52,448	53,806	55,166
8	47,437	48,796	50,155	52,448	53,806	55,166	56,524
9	48,711	50,070	51,429	53,806	55,166	56,524	57,883
10	49,985	51,344	52,703	55,166	56,524	57,883	59,242
11	51,259	52,618	53,976	56,524	57,883	59,242	60,600
12	52,532	53,892	55,250	57,883	59,242	60,600	61,959
13	53,299	55,166	56,524	59,242	60,600	61,959	63,318
14	53,765	56,439	57,798	60,600	61,959	63,318	64,677
15	54,232	57,713	59,072	61,959	63,318	64,677	66,036
16	54,699	58,498	60,346	63,318	64,677	66,036	67,395
17	55,165	58,984	61,150	64,677	66,036	67,395	68,753
18	55,632	59,469	61,654	66,036	67,395	68,753	70,112
19	56,099	59,954	62,158	67,395	68,753	70,112	71,471
20	56,565	60,440	62,662	68,753	70,112	71,471	72,829
21	57,032	60,925	63,166	69,580	70,958	72,336	73,712
22	57,499	61,410	63,670	70,108	71,504	72,900	74,296
23	57,965	61,896	64,174	70,635	72,050	73,465	74,879
24	58,432	62,381	64,678	71,162	72,596	74,030	75,462
25	58,899	62,866	65,182	71,690	73,142	74,594	76,046
26	59,365	63,352	65,686	72,217	73,688	75,159	76,629
27	59,832	63,837	66,190	72,744	74,234	75,724	77,212
28	60,299	64,322	66,694	73,272	74,780	76,288	77,796
29	60,765	64,808	67,198	73,799	75,326	76,853	78,379
30	61,232	65,293	67,702	74,326	75,872	77,418	78,963
31	61,699	65,778	68,206	74,854	76,418	77,982	79,546
32	62,166	66,264	68,710	75,381	76,964	78,547	80,129
33	62,632	66,749	69,214	75,908	77,510	79,112	80,713
34	63,099	67,234	69,718	76,436	78,056	79,676	81,296
35	63,566	67,720	70,222	76,963	78,602	80,241	81,879
36	64,032	68,205	70,726	77,490	79,148	80,806	82,463
37	64,499	68,690	71,230	78,018	79,694	81,370	83,046
38	64,966	69,176	71,734	78,545	80,240	81,935	83,629
39	65,432	69,661	72,238	79,072	80,786	82,500	84,213
40	65,899	70,146	72,742	79,600	81,332	83,065	84,796
41	66,366	70,632	73,246	80,127	81,878	83,629	85,379
42	66,832	71,117	73,750	80,654	82,424	84,194	85,963
43	67,299	71,602	74,254	81,182	82,970	84,759	86,546
44	67,766	72,088	74,758	81,709	83,516	85,323	87,129
45	68,232	72,573	75,262	82,236	84,062	85,888	87,713
46	68,699	73,058	75,766	82,764	84,608	86,453	88,296
47	69,166	73,544	76,270	83,291	85,154	87,017	88,880
48	69,632	74,029	76,774	83,818	85,700	87,582	89,463
49	70,099	74,514	77,278	84,346	86,246	88,147	90,046
50	70,566	75,000	77,782	84,873	86,792	88,711	90,630

Part-time Employees shall have their salaries computed on a pro-rata basis.

Cedar Falls Community School District  
**APPENDIX E**  
**2017-2018**  
**SUPPLEMENTAL PAY SCHEDULE**

**2017-18 Generator Base: \$33,970**

Activity and/or Assignment	Experience	
	1 %	2 %
<b>HIGH SCHOOL</b>		
Head Coach: Football; Wrestling	19.00	21.00
Asst. Coach: Football; Wrestling	12.00	13.00
Head Coach: Varsity Basketball	19.00	21.00
Asst. Coach: Varsity Basketball	12.00	13.00
Head Coach: 10 <sup>th</sup> grade Basketball	12.00	13.00
Asst. Coach: 10 <sup>th</sup> grade Basketball	7.50	8.50
Head Coach: Softball; Swimming; Baseball; Track	15.50	17.00
Asst. Coach: Baseball; Softball;	10.00	11.00
Asst. Coach: Swimming; Track	9.00	10.00
Head Coach: Varsity: Soccer; Volleyball	15.50	17.00
Asst. Coach: Varsity: Soccer; Volleyball	10.00	11.00
Head Coach: Jr. Varsity: Soccer; Volleyball	10.00	11.00
Asst. Coach: Jr. Varsity: Soccer; Volleyball	7.50	8.50
Head Coach: Golf; Tennis	6.50	7.50
Asst. Coach: Golf; Tennis	5.00	
Head Coach: Cross Country	12.00	13.00
Asst. Coach: Cross Country	6.50	7.50
Intramurals	3.00	
Cheerleaders, Head	13.00	
Cheerleaders, Asst.	8.00	
Flag Twirler Supervisor	4.50	
Dance, Head	6.00	
Dance, Asst.	3.00	
Robotics, Head	10.00	11.00
Robotics, Asst.	6.50	7.50
Speech, Head	10.50	11.50
Speech, Asst.	6.50	7.50
Drama: Production Head	10.00	11.00
Drama: Production Asst.	5.50	6.50
Drama: Costuming	5.00	
Newspaper	8.00	8.50
Electronic Media Production	3.50	
Yearbook	8.00	8.50
Director: Band	16.50	17.50
Percussion Coordinator	16.50	



Director: Orchestra (Sr. High plus two (2) Jr. Highs)	12.50	14.00
(Sr. High plus one(1) Jr. High)	11.50	13.00
(Sr. High plus elementaries)	10.50	11.50
Vocal	11.50	13.00
Bowling	9.00	10.00
Weight Room Coordinator	7.00	
Weight Room Coach: Fall	3.00	
: Winter	3.00	
: Spring	3.00	
: Summer	3.00	
Trap Shooting	5.50	
DECCA	4.50	
Special Olympics: Fall Bowling	3.00	
: Winter Basketball	3.00	
: Spring Track&Field	3.00	
Student Senate	7.00	
Senior Leadership Sponsor	5.00	
Junior Leadership Sponsor	5.00	
Sophomore Leadership Sponsor	3.00	
<b>JUNIOR HIGH</b>		
Head Coach (7 <sup>th</sup> ) Football	7.00	8.00
Asst. Coach (7 <sup>th</sup> ) Football	5.00	6.00
Head Coach (7 <sup>th</sup> ) Volleyball	7.00	8.00
Asst. Coach (7 <sup>th</sup> ) Volleyball	5.00	6.00
Head Coach (7 <sup>th</sup> ): Basketball,	7.00	8.00
Asst. Coach (7 <sup>th</sup> ): Basketball,	5.00	6.00
Head Coach (8 <sup>th</sup> ): Basketball, Football, Volleyball	7.00	8.00
Asst. Coach (8 <sup>th</sup> ): Basketball, Football, Volleyball	5.00	6.00
Head Coach (9 <sup>th</sup> ): Basketball, Football, Volleyball	9.00	10.00
Asst. Coach (9 <sup>th</sup> ): Basketball, Football, Volleyball	6.00	7.00
Head Coach: Track, 7-8 <sup>th</sup> Wrestling	7.00	8.00
Asst. Coach: Track, 7-8 <sup>th</sup> Wrestling	5.00	6.00
Head Coach: 7 <sup>th</sup> -8 <sup>th</sup> Cross Country	5.00	6.00
Asst. Coach 7 <sup>th</sup> -8 <sup>th</sup> Cross Country	3.00	4.00
Drama: Fall Director, Spring Director	5.00	6.00
Drama: Asst. Director (Fall/Spring)	2.00	3.00
Director: Band, Vocal	7.00	8.00
Orchestra: EITHER supports two (2) Jr. Highs OR	8.00	9.00
one (1) Jr. High plus multiple Elems.;		
Orchestra: supports one (1) Jr.High plus one (1) Elem.	6.00	7.00

Cheerleaders, Head	6.00	
Cheerleaders, Asst.	3.50	
Intramurals	3.00	
Robotics	6.00	

**ELEMENTARY**

Director: Vocal; Orchestra multiple elems.	3.50	5.00
Director: Band	4.50	6.50
Sponsor: Safety Patrol, Student Council	3.00	

**Cedar Falls Community School District  
APPENDIX F  
2017-2018  
DEPARTMENT CHAIRPERSON SUPPLEMENTAL PAY**

**2017-18 Generator Base: \$33,970**

16%	10-12 English 10-12 Mathematics 10-12 Science 10-12 Social Studies 10-12 Special Education
14%	9-12 World Languages
12%	7-12 Business Education 10-12 Industrial Technology 10-12 Physical Education
8.5%	10-12 Counseling 10-12 Family & Consumer Science 7-9 English 7-9 Mathematics 7-9 Science 7-9 Social Studies 7-9 Special Education 7-9 Physical Education K-6 Physical Education K-6 Special Education
8%	7-12 Music K-6 Music
7%	10-12 Art
6%	K-6 Art
5%	7-9 Counseling 7-9 Family & Consumer Science 7-9 Industrial Technology K-12 TAG 7-12 Library-Media PK-6 Library-Media
3%	7-9 Art

**OTHER SUPPLEMENTAL PAY PROVISIONS**

3%	Employment Equity Advisor Program Equity Advisor
2.5%	Vocational Education Coordinator

**APPENDIX G  
LETTER OF UNDERSTANDING  
BETWEEN  
CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
AND  
CEDAR FALLS EDUCATION ASSOCIATION**

DATE: MAY 27, 2010

SUBJECT: TEACHER SALARY SUPPLEMENT FUNDS (TSS FUNDS)

In accordance with the Code of Iowa 284.3A (see attached addendum code of Iowa revisions as of the end of the 2009-10 legislative session), the Cedar Falls Community School District and the Cedar Falls Education Association have negotiated a single salary system (see Collective Bargaining Agreement Article 5-Salaries), which incorporates Teacher Salary Supplement Funds (TSS Funds).

TSS funds include funds formerly known as Phase II funds, plus Teacher Compensation funds. The Phase II component of TSS is indexed throughout the Total Salary Schedule (Appendix D) The Teacher Compensation component of the TSS is distributed equally among all qualifying recipients. The specific TSS amounts for each lane and step are reflected in the Teacher Salary Supplement Schedule (see attached).

TSS funds are distributed based on full time equivalency (fte), with the maximum full time equivalency for purposes of distributing TSS being 1.0 fte. TSS funds are paid assuming a standard contract year of 187 days for returning teachers and 190 days for beginning teachers. TSS funds shall be included for purposes of calculating pay adjustments in the event of unpaid leaves of absence. No TSS funds shall be paid for any days which extend a contract year.

TSS funds shall not be paid for any employment for which supplemental pay is due including but not limited to, serving as department chair, extra-curricular activities, teaching "over loads", summer school teaching, serving as a teacher substitute, etc.; In instances where a teacher shall receive additional pay based up on a daily or hourly per diem rate, pay will be calculated using the Base Salary Schedule (see attached).

Teacher Salary Supplement (TSS) Formula

The total amount of TSS funds available for distribution shall be determined by formula as follows:

*Current Year Estimated Ending Balance (2009-10 or subsequent school year) plus(+) Subsequent School Year (2010-11 or following) State TSS Allocation minus (-) Amount Required to Raise the District Starting Base Salary Minimum to the State Established Minimum minus (-) Employer Contribution to FICA & IPERS minus (-) 2% of the Subsequent School Year TSS Allocation (referred to here after as the "TSS Reserve") = Net TSS Allocation to be divided among the current year eligible employees. In the event there is any money remaining in the TSS Reserve as of April 1<sup>st</sup> each year, such balances shall be distributed equally among all qualifying recipients, and paid out in the final contract payment of the year.*

This Letter of Understanding shall remain in effect unless and until it is terminated by mutual agreement. It shall be included as an on-going part of the Collective Bargaining Agreement.

*W. Serchen* 9-3-10  
Board President/Date

*Carolyn J. Puro* 9-3-2010  
CFEA President/Date

*Adrian P. Jallof* 9/3/2010  
District Chief Negotiator/Date

*Larry Boeker* 9/3/2010  
CFEA Chief Negotiator/Date

Cedar Falls Community School District  
2017-18 Teacher Salary Schedule  
Basic Salary Schedule

Step	BA	BA15	BA30	MA	MA15	MA30	MA45
1	33,334	34,667	36,001	37,667	39,001	40,334	41,668
2	34,584	35,917	37,251	39,001	40,334	41,668	43,001
3	35,834	37,167	38,501	40,334	41,668	43,001	44,334
4	37,084	38,417	39,751	41,668	43,001	44,334	45,668
5	38,334	39,667	41,001	43,001	44,334	45,668	47,001
6	39,584	40,917	42,251	44,334	45,668	47,001	48,334
7	40,834	42,168	43,501	45,668	47,001	48,334	49,668
8	42,084	43,418	44,751	47,001	48,334	49,668	51,001
9	43,334	44,668	46,001	48,334	49,668	51,001	52,334
10	44,584	45,918	47,251	49,668	51,001	52,334	53,668
11	45,834	47,168	48,501	51,001	52,334	53,668	55,001
12	47,084	48,418	49,751	52,334	53,668	55,001	56,334
13	47,551	49,668	51,001	53,668	55,001	56,334	57,668
14	48,017	50,918	52,251	55,001	56,334	57,668	59,001
15	48,484	52,168	53,501	56,334	57,668	59,001	60,335
16	48,951	52,653	54,751	57,668	59,001	60,335	61,668
17	49,417	53,139	55,255	59,001	60,335	61,668	63,001
18	49,884	53,624	55,759	60,335	61,668	63,001	64,335
19	50,351	54,109	56,263	61,668	63,001	64,335	65,668
20	50,817	54,595	56,767	63,001	64,335	65,668	67,001
21	51,284	55,080	57,271	63,528	64,881	66,233	67,584
22	51,751	55,565	57,775	64,056	65,427	66,797	68,168
23	52,217	56,051	58,279	64,583	65,973	67,362	68,751
24	52,684	56,536	58,783	65,110	66,519	67,927	69,334
25	53,151	57,021	59,287	65,638	67,065	68,491	69,918
26	53,617	57,507	59,791	66,165	67,611	69,056	70,501
27	54,084	57,992	60,295	66,692	68,157	69,621	71,084
28	54,551	58,477	60,799	67,220	68,703	70,185	71,668
29	55,017	58,963	61,303	67,747	69,249	70,750	72,251
30	55,484	59,448	61,807	68,274	69,795	71,315	72,835
31	55,951	59,933	62,311	68,802	70,341	71,879	73,418
32	56,418	60,419	62,815	69,329	70,887	72,444	74,001
33	56,884	60,904	63,319	69,856	71,433	73,009	74,585
34	57,351	61,389	63,823	70,384	71,979	73,573	75,168
35	57,818	61,875	64,327	70,911	72,525	74,138	75,751
36	58,284	62,360	64,831	71,438	73,071	74,703	76,335
37	58,751	62,845	65,335	71,966	73,617	75,267	76,918
38	59,218	63,331	65,839	72,493	74,163	75,832	77,501
39	59,684	63,816	66,343	73,020	74,709	76,397	78,085
40	60,151	64,301	66,847	73,548	75,255	76,962	78,668
41	60,618	64,787	67,351	74,075	75,801	77,526	79,251
42	61,084	65,272	67,855	74,602	76,347	78,091	79,835
43	61,551	65,757	68,359	75,130	76,893	78,656	80,418
44	62,018	66,243	68,863	75,657	77,439	79,220	81,001
45	62,484	66,728	69,367	76,184	77,985	79,785	81,585
46	62,951	67,213	69,871	76,712	78,531	80,350	82,168
47	63,418	67,699	70,375	77,239	79,077	80,914	82,752
48	63,884	68,184	70,879	77,766	79,623	81,479	83,335
49	64,351	68,669	71,383	78,294	80,169	82,044	83,918
50	64,818	69,155	71,887	78,821	80,715	82,608	84,502

Part-time employees shall have their salaries computed on a pro-rata basis.

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Cedar Falls Community School District  
2017-18 Teacher Salary Schedule  
TSS Salary Schedule

Step	BA	BA15	BA30	MA	MA15	MA30	MA45
1	5,186	5,211	5,237	5,269	5,294	5,320	5,345
2	5,210	5,235	5,261	5,294	5,320	5,345	5,370
3	5,234	5,259	5,285	5,320	5,345	5,370	5,396
4	5,258	5,283	5,308	5,345	5,370	5,396	5,421
5	5,281	5,307	5,332	5,370	5,396	5,421	5,447
6	5,305	5,331	5,356	5,396	5,421	5,447	5,472
7	5,329	5,355	5,380	5,421	5,447	5,472	5,498
8	5,353	5,378	5,404	5,447	5,472	5,498	5,523
9	5,377	5,402	5,428	5,472	5,498	5,523	5,549
10	5,401	5,426	5,452	5,498	5,523	5,549	5,574
11	5,425	5,450	5,475	5,523	5,549	5,574	5,599
12	5,448	5,474	5,499	5,549	5,574	5,599	5,625
13	5,748	5,498	5,523	5,574	5,599	5,625	5,650
14	5,748	5,521	5,547	5,599	5,625	5,650	5,676
15	5,748	5,545	5,571	5,625	5,650	5,676	5,701
16	5,748	5,845	5,595	5,650	5,676	5,701	5,727
17	5,748	5,845	5,895	5,676	5,701	5,727	5,752
18	5,748	5,845	5,895	5,701	5,727	5,752	5,777
19	5,748	5,845	5,895	5,727	5,752	5,777	5,803
20	5,748	5,845	5,895	5,752	5,777	5,803	5,828
21	5,748	5,845	5,895	6,052	6,077	6,103	6,128
22	5,748	5,845	5,895	6,052	6,077	6,103	6,128
23	5,748	5,845	5,895	6,052	6,077	6,103	6,128
24	5,748	5,845	5,895	6,052	6,077	6,103	6,128
25	5,748	5,845	5,895	6,052	6,077	6,103	6,128
26	5,748	5,845	5,895	6,052	6,077	6,103	6,128
27	5,748	5,845	5,895	6,052	6,077	6,103	6,128
28	5,748	5,845	5,895	6,052	6,077	6,103	6,128
29	5,748	5,845	5,895	6,052	6,077	6,103	6,128
30	5,748	5,845	5,895	6,052	6,077	6,103	6,128
31	5,748	5,845	5,895	6,052	6,077	6,103	6,128
32	5,748	5,845	5,895	6,052	6,077	6,103	6,128
33	5,748	5,845	5,895	6,052	6,077	6,103	6,128
34	5,748	5,845	5,895	6,052	6,077	6,103	6,128
35	5,748	5,845	5,895	6,052	6,077	6,103	6,128
36	5,748	5,845	5,895	6,052	6,077	6,103	6,128
37	5,748	5,845	5,895	6,052	6,077	6,103	6,128
38	5,748	5,845	5,895	6,052	6,077	6,103	6,128
39	5,748	5,845	5,895	6,052	6,077	6,103	6,128
40	5,748	5,845	5,895	6,052	6,077	6,103	6,128
41	5,748	5,845	5,895	6,052	6,077	6,103	6,128
42	5,748	5,845	5,895	6,052	6,077	6,103	6,128
43	5,748	5,845	5,895	6,052	6,077	6,103	6,128
44	5,748	5,845	5,895	6,052	6,077	6,103	6,128
45	5,748	5,845	5,895	6,052	6,077	6,103	6,128
46	5,748	5,845	5,895	6,052	6,077	6,103	6,128
47	5,748	5,845	5,895	6,052	6,077	6,103	6,128
48	5,748	5,845	5,895	6,052	6,077	6,103	6,128
49	5,748	5,845	5,895	6,052	6,077	6,103	6,128
50	5,748	5,845	5,895	6,052	6,077	6,103	6,128

Part-time Employees shall have their salaries computed on a pro-rata basis.

Addendum**284.3A TEACHER COMPENSATION -- SINGLE SALARY SYSTEM.**

1. a. For the school year beginning July 1, 2009, if the licensed employees of a school district or area education agency receiving funds pursuant to sections 257.10 and 257.37A are organized under chapter 20 for collective bargaining purposes, the school board and the certified bargaining representative for the licensed employees shall negotiate the distribution of the funds among the teachers employed by the school district or area education agency according to chapter 20.

b. If the licensed employees of a school district or area education agency are not organized for collective bargaining purposes, the board of directors shall determine the method of distribution of such funds.

c. For the school years beginning July 1, 2008, and July 1, 2009, a school district or area education agency receiving funds pursuant to sections 257.10 and 257.37A, shall determine the amount to be paid to teachers in accordance with this subsection and the amount determined to be paid to an individual teacher shall be divided evenly by the appropriate number of pay periods and paid in each pay period of the fiscal year beginning with the October payroll.

2. a. For the school budget year beginning July 1, 2010, and each succeeding school year, school districts and area education agencies shall combine payments made to teachers under sections 257.10 and 257.37A with regular wages and create one salary system. If a school district or area education agency uses a salary schedule, one salary schedule shall be used for regular wages and for distribution of payments under sections 257.10 and 257.37A, incorporating the salary minimums required in section 284.7.

b. If the licensed employees of a school district or area education agency are organized under chapter 20 for collective bargaining purposes, the creation of the new salary system shall be subject to the scope of negotiations specified in section 20.9. A reduction in the teacher salary supplement per pupil amount shall also be subject to the scope of negotiations specified in section 20.9.

c. If the licensed employees of a school district or area education agency are not organized for collective bargaining purposes, the board of directors shall create the new salary system. The board of directors shall determine adjustments in salaries resulting from a reduction in the teacher salary supplement per pupil amount.

3. A school district or area education agency shall not be required to maintain a separate account within its budget based on source of funds for payments received and expenditures made pursuant to this section. The school district or area education agency shall annually certify to the department of education that funding received pursuant to sections 257.10 and 257.37A was expended on salaries for qualified teachers.

**Section History: Recent Form**

2009 Acts, ch 68, §9

Referred to in § 257.10, 257.37A



## APPENDIX H

### Cedar Falls Community Schools

1002 West First Street, Cedar Falls, Iowa 50613  
Phone: 319-553-3000 Fax: 319-277-0614  
Web Site: [www.cfschools.org](http://www.cfschools.org)



ADMINISTRATION Dr. Andrew Pattee, Ed.D., *Superintendent*  
Daniel E. Conrad, *Secondary Education*  
Pam Zeigler, *Elementary Education*  
Douglas J. Nefzger., *Business Affairs*  
Adrian P. Talbot, Ed.D., S.P.H.R., *Human Resources*

*Educating each student to be a lifelong learner and a caring, responsible citizen*

### LETTER OF UNDERSTANDING

This agreement is entered into between the Cedar Falls Community School District and the Cedar Falls Education Association.

The following section of the 2013-14 Collective Bargaining Agreement:

*(12.2) Elementary Planning Time: Planning time for elementary teachers will be provided. In addition to the K-12 professional development days, there will be three Wednesdays per contract year when the scheduled planning times will be available for professional development activities.*

Shall be replaced by the following for the duration of the 2016-18 Collective Bargaining Agreement:

*(12.2.1) Opportunity for Elementary Teacher Planning, Collaboration and Professional Development: When the students of teachers in regular and special education programs are scheduled for "specials" including, but not limited to, Music, Art, Library, and P.E., teachers may use such time for individual and collaborative planning, feedback, or other duties as assigned.*

*(12.2.2) Once per week during a regular five-day week, time in addition to that specified in (12.2.1) will be provided for the specific purpose of individual, grade-level, departmental, group, intra-building and/or inter-building planning and curriculum development. Professional development may be scheduled, up to nine (9) times each school year, to occur on such days.*

The parties agree to discuss the 2016-18 language (12.2.1) and (12.2.2) during negotiation of the 2018-19 collective bargaining agreement.

Adrian P. Talbot, Director of Human Resources

Brian Cross, President Cedar Falls Education Association