EAGLE GROVE COMMUNITY SCHOOL DISTRICT

2025-2028

EAGLE GROVE EDUCATION ASSOCIATION MASTER CONTRACT AGREEMENT

(EGEA)

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ARTICLE 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 violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE 2

USE OF FACILITIES

Section 1: The Association agrees that they shall be afforded the privilege of use of the facilities of the Eagle Grove Community School District only by and through the established rules and regulations of the Board. Such rules and regulations to be the same for any and all groups as many apply for use of such facilities.

Section 2: Any and all applications from the Association for use of any of the facilities of the Eagle Grove Community School District shall be submitted to the Superintendent of Schools no later than five (5) days in advance of the requested date of use. Such advance notice requirement may be waived at the discretion of the Superintendent.

1. Such application shall be filed on the appropriate form, which shall be supplied by the Eagle Grove Community School District.

2. All applications shall be signed by the President of the Association, giving all particulars regarding the request.

Section 3: Definition: "Facilities" as used in this agreement, shall mean all physical buildings and grounds which comprise the property of the Eagle Grove Community School District.

ARTICLE 3

USE OF EQUIPMENT AND MATERIALS

Section 1: The Board agrees to allow the Association use of any equipment and materials, after the Association has received permission from the Superintendent of schools, acting for Board.

Section 2: The Association agrees to make reasonable payment to the Eagle Grove Community School District for use of any item of school-owned equipment, materials, and skilled clerical service to operate equipment, should that be a requirement by the Board. Such payments shall be drawn on the Association and made payable to the Eagle Grove Community School District.

ARTICLE 4

USE OF BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concerns on bulletin boards now provided in teacher's lounges and workrooms following past practices, but not in areas open to public or students.

ARTICLE 5

USE OF MAIL BOXES

The Association may use the district building-to-building communication service and building mailboxes for communications to employees, following past practices.

ARTICLE 6

HOURS OF WORK

Section 1: It shall be agreed by both parties that the normal workday for employees covered by this agreement shall be eight (8) consecutive hours. The Board may at its discretion adjust arrival and departure times for any building or employee between 7:30 a.m. and 4:30 p.m. The Board may deviate from the aforementioned arrival and departure times five times per year for parent-teacher conferences and parent-teacher meetings. Exceptions to the above are as follows:

1. Employees may leave Fridays five minutes after students are dismissed from all buildings in the school district except when their presence is required for job responsibilities.

2. Work hours for employees who are covered by this agreement and who have extended contracts beyond the basic instructional school

year calendar shall be set by mutual agreement between the affected employee(s) and the Superintendent. Each such employee shall submit a plan of their extended contract work hours for all days of the extended contract for advance approval. This plan of work hours shall be submitted to the building principal no later than one week prior to the end of the basic instructional school calendar year.

3. There will be employee dismissal one (1) hour early on days school is dismissed for Thanksgiving, Christmas and Easter vacation.

4. In the event school is dismissed for inclement weather, the employees will be dismissed twenty (20) minutes after the buses have left the schools on their routes. In the case of dismissal of school because of heat, it is expected that teachers will work their normal hours unless released by administration.

5. In the case of a late start due to inclement weather, employees shall not be required to be in their assigned buildings any sooner than thirty (30) minutes prior to the start of the students' school day.

6. The District may implement a limited number of mutually agreed upon positions with arrival and departure times that deviate from section 1. These deviations are intended to serve student needs. Placement in these positions shall be voluntary on the part of the employee.

7. If the District maintains parent-teacher conferences involving two extended days in the fall and two extended days in the spring, comp days will be provided before Thanksgiving and Easter Break or as otherwise jointly approved by the parties to this agreement.

8. Teachers may flex their eight-hour day between 7:30 a.m. and 3:45 p.m. Employees may not flex hours on days when administration calls employee meetings. Employees will notify the principal or the principal's designee in advance of flexing hours. If unable to make personal contact, the employee shall notify the principal or designee by voice mail, e-mail, or an alternative method approved by the principal.

Section 2: It shall be understood and agreed that employees covered by this agreement shall be responsible for accepting assignment to duty rosters as are necessary to be established for the effective management and control of all Board approved school related programs and activities which are outside the normal eight (8) hour contract day. In the case of Sunday activities, as approved by the Board, the director in charge of the activity shall be responsible for securing necessary voluntary workers from the staff and reporting their names to the administrator in charge.

Section 3: It shall be understood and agreed that employees covered by this agreement shall attend meetings called by administrators. Such meetings shall be for the orderly conduct of building affairs where the meeting is called, for curriculum work, and for any and all other pertinent meetings as may be essential and necessary for carrying out the mission of the district as determined by the Board and the administration. The number of such meetings shall be of reasonable quantity in order to accomplish the purposes of such meetings. These meetings may be called before school or after school, at the discretion of the administration.

1. In the case of meetings called before school, no such meeting shall be called earlier than fifteen (15) minutes prior to the normal workday, nor before 7:30 a.m. However, in the case where the start of the student instructional day is delayed to a later time than the usual and normal starting time, meetings may be called earlier than fifteen (15) minutes prior to the workday but not before 7:30 A.M.

2. In the case of after school meetings, such meetings will be terminated no later than thirty (30) minutes after the end of the normal workday.

Section 4: Each employee covered by this agreement shall have a duty-free twenty-five (25) minute lunch break, except as stated in this section, which shall be established by the building administrator and which shall be consistent with the individual building class, duty, and activity schedules. The employee may leave the assigned area of job assignment without permission from the building administrator during this twenty-five (25) minute duty-free lunch period. There shall be an exception at the elementary level as follows: In all cases of inclement weather when it is necessary to have students remain in the building during A.M. recess and/or P.M. recess, each elementary teacher shall supervise their own students during such times as supervision becomes needed. During the noon recess period when students must remain in the building, the administration will attempt to devise a rotating schedule so that elementary teachers will have a noon break whenever possible.

Section 5: It shall be understood and agreed by both parties that all time during the normal workday, except for the twenty-five (25) minute lunch breaks. This shall include, but not be limited to classroom instruction, duty assignments, subject preparation, curriculum meetings, parent conferences, administrative conferences, and/or preparation and planning time. The use of preparation and planning time shall be subject to the general supervision of the building administrator.

ARTICLE 7

VACATIONS AND HOLIDAYS

Section 1: It shall be agreed by both parties that the establishment of holiday observances in this contract shall be limited to and only those herein listed as follows:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Monday following Easter (Unless an alternative day is mutually agreed upon by EGEA and administration.)
7. Memorial Day
8. Presidents' Day (Unless an alternative day is mutually agreed upon by EGEA and administration.)

Section 2: The holidays listed in section one of this article shall be non-school days and shall not be paid days.

Section 3: These holidays shall not be counted as a part of the basic contract days of any employee covered by this agreement.

Section 4: The actual number of days of vacation at any given holiday period shall be the same for employees and the students and shall be at the discretion of the Board except the Board may schedule a teacher workday or in-service day on the last student vacation day that must be a weekday (not Friday).

ARTICLE 8

HEALTH AND SAFETY

Section 1: An employee may, within the scope of his employment, use and apply such amount of force as permitted by law; to quell a disturbance threatening physical injury to others; for the purpose of self-defense; and for the protection of persons or property. If an employee is involved in an incident involving application of force, the employee shall immediately (that day) file a report with the Building Principal or designee.

ARTICLE 9

IN-SERVICE TRAINING

Section 1: It shall be understood and agreed by both parties that the content and structure of any and all in-service training programs or meetings which are a part of the Board directed activities of the work force comprised of employees covered by this agreement, shall reside with the Board and the administration.

Section 2: Definition: In-service activity and meetings shall be defined as those activities and meetings, which in the discretion of the Board and the administration, have potential for giving valuable training, assistance, information or other help to the employee for making the employee a more effective individual in his/her job assignment. This section shall not be construed to mean that the Board will pay expenses the employee may incur in gaining credit or qualifying for employment for any job description or position which the employee currently has or may wish to request transfer to or make applications for. Qualification of the employee for any job assignment created by the Board shall be the direct individual concern and expense of that employee.

Section 3: It is recognized that the employees covered by this agreement may have valuable contributions to make in the form of advisory suggestions for such in-service programs and meetings. Should any employee have such advisory suggestions they desire to make, the same shall be directed to the Superintendent of Schools in the matter of such in-service meetings and programs as affect the total group of employees covered by this agreement, and which are to be organized and structured by the Superintendent. In the case of a given level (elementary, middle school, high school) in-service program or meeting, or in the case of a given building in-service program or meeting, such advisory suggestions as an employee may have, are to be submitted to the principal(s) who are involved.

Section 4: It is agreed by the Board and the administration that, any such advisory suggestions for in-service programs or meetings, will receive due, thoughtful and thorough consideration for possible inclusion in such programs or meetings. After such consideration the Board and/or administration shall, at their discretion, make decisions in regard to such advisory suggestions.

Section 5: The prerogative of discretionary utilization of delay of the start of the instructional day for students, or the early dismissal of students and the resulting shortening of the instructional day for students to provide time for any in-service program or meeting shall be the exclusive, sole right of the Board and/or the administration.

ARTICLE 10

LEAVE PROVISIONS

Section 1: All application forms which have relation to the leave provisions of this article shall be provided by the district, and all employees making use of the provisions in this article shall complete and file such applicable form(s) as are determined to be needed, such determination to rest with the Board and the administration.

Section 2: Any and all provisions of this article shall be considered, when approved and granted, as leave from the school system and not from a specific position or job assignment. It shall not be the responsibility of the employee to secure or arrange for an individual to cover assigned duties during any leave.

Section 3: All leaves shall be assessed in full or half day units. However, two (2) annual days of immediate family illness leave, and personal illness leave may be utilized in increments as small as thirty (30) minutes. One (1) day of personal leave and bereavement leave may be utilized in increments as small as thirty (30) minutes. Any requested usage of less than one half (0.50) day will count toward the maximum one (1) day of smaller incremental usage.

Section 4: In the event that the need for the employee to have to leave school for an extreme emergency situation that does not allow ample time to file the appropriate request form for any such leave provisions as are afforded in this article, it shall be considered sufficient if that employee reports the extreme emergency need immediately to the building principal or designee, and makes arrangements to be excused at once. Upon the immediate next return to duty, the employee shall complete and file the appropriate request forms, except as may otherwise be provided for at another place in this article.

Section 5: Personal Illness Leave Provisions: All employees covered by this agreement may be granted leave of absence for personal illness or injury or other medically related disability with full pay for such leave time as follows:

1. First (1st) year of employment by district ..... Ten (10) days
2. Second (2nd) year of employment by district ..... Eleven (11) days
3. Third (3rd) year of employment by district ..... Twelve (12) days
4. Fourth (4th) year of employment by district ..... Thirteen (13) days
5. Fifth (5th) year of employment by district ..... Fourteen (14) days
6. Sixth (6th) and subsequent years employed by district .... Fifteen (15) days

The above amounts shall apply only to consecutive years of employment

in the same school district and unused portions shall be cumulative to a total of one hundred five (105) days. A record of each employee's total available leave provided by this article shall be maintained in the business office of the district. Each employee shall be provided a statement of accumulated sick leave days on the employee's first workday of the school year. The failure of an employee to protest the recorded sick leave accumulation by October 1, waives further protest. The Board may, in each instance, require such reasonable evidence(s) as it may desire confirming the necessity for such leave of absence. The Board shall reserve the right to require examination by an independent licensed physician of its choice in the event of an extended illness.

Section 6: Immediate Family Illness: Employees may be granted a leave of absence at full pay for illness of immediate family. Immediate family shall include only the following: spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee and spouse, and grandchildren. No more than three (3) days may be used in cases of childcare being unavailable. Such approved and granted leave shall not exceed ten (10) days in any contract year, except as may be approved under Section 14 of this article. All such leave time which is provided in this section shall be non-cumulative. All such leave time which is provided in this section, if utilized, will be deducted from the employee's sick leave bank.

Section 7: Bereavement Leave: Employees may be granted leave of absence at full pay for death in the immediate family. Five (5) days per occurrence may be granted for death of the employee's spouse, child, mother or father, mother-in-law or father-in-law. Three (3) days per occurrence may be granted for the death of the employee's brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents of the employee's spouse. One (1) day per year will be allowed for attending the funeral of non-family members. One (1) day per year will be allowed for attending the funeral of aunts or uncles. These days will be assessed in half-day increments and will be deducted from the employee's sick leave.

Section 8: Personal Leave Provisions: Employees covered by this agreement may be granted two (2) days of leave each contract year without loss of pay, upon approval, according to the provisions of this section and the terms and conditions of this article. Any leave applications for approval under the provisions of this section must be submitted to the building principal, in writing, on the appropriate form, at least three (3) working days in advance of the proposed absence, except as may herein be provided at another place in this article.

1. The intent of this leave provision shall be to provide a procedure through and by which an employee may have the opportunity to

manage items of personal affairs, which are of a nature of necessity and well-being to the employee that cannot be attended to at any other time than during the hours of work or assignment for which the employee is under contract to the district.

2. The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

3. The employee will be allowed to carry over a maximum of three (3) unused personal days to a maximum of five (5) personal days in any given year.

Section 9: Medical Disability Leave: Personal illness leave benefits for medical disability to the extent of an employee's accumulated earned personal illness leave shall be paid only during the time of medical disability.

An employee who is anticipating medical disability leave shall inform the Superintendent as to the employee's expected date of medical disability as soon as the condition causing the medical disability leave request is known. At that time, the employee shall give notice in writing to the Superintendent including whether the employee plans to continue to perform her/her duties during the period preceding onset of medical disability, the date when the employee expects to commence leave for medical disability, and the date the employee expects to return to work following medical disability.

The determination of dates when medical disability leave shall commence and terminate shall be made by the Superintendent and employee. The dates of commencement and termination of medical disability leave shall be the dates medically indicated as hereinafter provided.

Any employee who desires to continue the performance of duties during the period preceding and in anticipation of medical disability may continue to do so provided that the employee's health and work efficiency are not affected and the employee is physically capable of performing his/her duties. The employee shall provide a statement from his/her physician stating that the employee is physically capable of continuing to perform his/her duties, to what date, and in the opinion of the physician that the employee is capable of performing his/her duties prior to and in anticipation of medical disability. The employee shall report changes in his/her condition as they may affect the employee's performance. Following medical disability leave, the employee shall furnish a statement from the employee's physician stating the employee is physically capable of resuming his/her duties and on what date.

Where medical disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical

reasons upon application by the employee to the Superintendent. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

The Superintendent may require the employee to discontinue performance of his/her duties upon a determination that the employee's performance has substantially declined from the employee's performance prior to the period preceding and in anticipation of medical disability leave. The determination whether the employee is capable of continuing work during anticipation of medical disability leave, whether the employee is capable of returning to work following medical disability leave and whether the employee's health and work efficiency will be adversely affected, shall be made in consultation with the Superintendent, the employee, and the employee's physician and may also be in consultation with a physician of the District's own choosing. In the event of a difference of opinion between the employee's physician and the District's physician, a third physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

If the date for the commencement of medical disability leave or the date for the resumption of duties would interfere with the administration of the District or the continuity of the educational process, the requested date may be changed by the Superintendent to assure efficient administration of the District, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

In the event the date of commencement or termination of medical disability leave, as provided in this policy, is changed for other than medically indicated reasons in order to avoid interference with the administration of District or the continuity of the educational process, any additional days of leave shall not be reimbursed as personal illness leave. If the administration extends the leave for other than medically indicated reasons, the employee retains all wages and benefits to which they are entitled. If the employee voluntarily extends the leave for other than medically indicated reasons, their additional days are unpaid with the employee retaining fringe benefits at the employee's expense. In either case, the employee shall remain eligible for insurance consistent with carrier eligibility requirements.

Section 10: Professional Purposes Leave Provisions: Employees covered by this agreement may file a request for three days of professional leave during the contract year with pay, as provided for in this section, and have the same granted, if such absence is approved by the administration. Such

leave is non-cumulative.

1. Professional leave may be granted for school visitations, attendance at professional academic meetings or conventions, service on N.C.A. or state department assignments or other professionally related assignments as determined to be appropriate by the Board or its designee.

2. Any leave applications for approval under the provisions of this section must be submitted to the building principal, in writing on the appropriate form, at least three (3) working days in advance of the proposed absence.

3. It shall be understood and agreed that on certain occasions, a given employee covered by this agreement will be directed to attend a given professional activity by the Board or administration for the purpose of gaining necessary information, expertise, or training which is felt to be essential to that employee in the carrying out of assigned job responsibilities. The Board and administration reserves unto themselves the right of determination in this regard. Any such directed attendance at such given professional activities shall not be charged to the leave provisions of this section. Also, the employee will have reimbursement made for approved expenses involved in attendance at such professional activities, which shall include mileage by shortest route to and from the place of professional activity, which is outside the limits of the Eagle Grove Community School District, registrations fees if any are required, and overnight accommodations if such are determined by the Board or administration to be essential. Such directed attendance at professional activities shall be with pay and the Board shall pay for any needed substitutes required by the employee's absence from regular workday assignments. The employee shall be responsible for submitting a claim to the building principal within seven (7) calendar days following the end of the professional activity attended, as described under this subsection, for approved reimbursement of allowable expenses incurred. Failure of the employee to file such claim as indicated herein, shall release the Board from payment of any such claim.

4. In the event that an employee covered by this agreement wishes to make application to the Board for a professional academic leave which is longer than three (3) days' absence from regular job assignments, such application shall be made on the same form as is used for this type absence request, such request being submitted to the building principal at least seven (7) calendar days in advance of the next called board meeting. Such request will be transmitted to the Board who will act on such request at its next called meeting after receipt of such request. The Board shall retain all rights of

determination in granting or rejecting such requests, as well as determination of any criteria or conditions on which such requests may be granted, or rejected.

Section 11: Legal Duties Provision: It shall be agreed that any leave granted under this section shall be limited to only cases wherein employees covered by this agreement are under subpoena or direct court order to appear. Requirements for application for this type of leave shall include, but not be limited to the following:

1. Application for such leave shall be immediately made to the building principal by the employee so concerned upon the notification of the employee by subpoena or court order.

2. The employee shall promptly pay to the Board the fees (except mileage and expenses) received from such duty.

3. Approved leave under this section shall be with full pay.

Section 12: Unpaid Leave Provision: Absence without pay may be authorized by the Superintendent, acting for the Board, for purposes, which in his determination, are considered to be urgent and necessary. For all such approved and granted absences under this section, deductions from the employee's salary shall be at the per diem rate of his contract.

1. The employee may make application for approval and authorization for any such leave and such application shall be made at least seven (7) days in advance of the first day of such requested leave. In the event that, because of the nature of the request, it is not possible to make such advance application, the employee shall complete all forms as are determined by the Board and Administration to be necessary as soon as possible before the first day of such requested leave, or not later than three (3) calendar days following the last date and day of the approved authorized unpaid leave.

2. It is to be understood that among other criteria, the Superintendent shall take into consideration criteria to include, but not be limited to the following: length of service, previous record of absence other than for personal illness, and the purpose of the absence.

3. Involuntary absence not heretofore provided for may be excused by the Superintendent.

Section 13: Other Leaves of Absences with or without pay: Other leaves of absence either with or without pay not specifically covered in this agreement may be granted at the determination and discretion of the Superintendent.

Section 14: For purposes of leave administration, the midpoint of the day shall be

established as the end of the fourth (4th) consecutive hour.

ARTICLE 11

Extra-Curricular PAY

Section 1: It shall be agreed by both parties to this agreement that only the following listed work assignments outside of the regular school work day shall be considered as eligible for reimbursement in this Extra-Curricular pay schedule.

1. As a first requirement, each employee covered by this agreement shall agree to work up to two (2) such work assignments involving assignment to the following listed work schedules before this Extra-Curricular pay article shall become effective.

    a. Athletic Events
    b. Musical Events
    c. Dramatic Events
    d. Extra-Curricular Academic Events

2. It shall be a requirement that all employees covered by this agreement work a minimum of two (2) unpaid work assignments. Credit for the two (2) required unpaid work assignments will be established by the employee's actual completion of his first two (2) such work assignments which shall be a result of original assignments and/or exchange assignments. In the event that a given employee makes advance administratively approved arrangements for a substitute for the third (3rd) and subsequent work assignments, that substitute shall be reimbursed according to the conditions of this article. Such substitute(s) shall not count any such substitutions as credit on his behalf for credit for having completed the two (2) required minimum unpaid work assignments.

3. After an employee has completed work at two (2) unpaid work assignments from those listed above, they shall become eligible for Extra-Curricular pay for the third (3rd) and all subsequent such assignments of work which are completed.

Section 2: It shall be agreed that the Extra-Curricular pay rate for completion of work assignments to the above indicated work schedules in excess of two (2) such assignments shall be at the rate of $15.00 per assignment.

Section 3: Employees eligible for Extra-Curricular pay under this article shall make application for all such pay due them on a form to be provided by the district. This form is to be signed by the administrator or supervisor who

was in charge of the activity at which the employee was assigned and did work. No such pay shall be made unless and until the employee concerned has filed the necessary claim as stipulated in this article. Any and all such claims shall be filed in the superintendent's office no later than five (5) school days after the employee has completed the work assignment. Any claims not filed in accordance with the terms and conditions of this article shall cause the employee to forego any reimbursement and shall release the Board from any obligation to make any payment.

Section 4: An activity ticket shall be provided for the employee and spouse for all regularly scheduled athletic, music, and dramatic events in exchange for the employee working two (2) events without pay. However, the administration of this Section will change to provide that each employee and the employee's spouse may get the designated activity ticket, if the employee works two events without pay, spousal District employment notwithstanding.

Section 5: Work assignments shall be prepared by the administration and distributed to the employees covered by this agreement.

Section 6: All assignments as are administratively prepared shall become the sole responsibility of the employee(s) to whom such work assignments are made.

Section 7: The arrangement for the exchange of any given scheduled work assignment as appears in the work assignments may be allowed under the following conditions, with administrative approval:

1. All employees as assigned to these work Schedules shall be expected to complete their first two (2) so scheduled work assignments as administratively scheduled, except in the case of unforeseeable circumstances. Unforeseeable circumstances shall be interpreted to mean illness to the employee, illness in employee's immediate family which requires his presence and attendance upon the family member, death in the family, or other justifiable reasons, which shall be at the determination of the administration, and which shall be approved as far in advance as possible by the employee so concerned with the administration. All such requests shall be directed to the high school principal's office.

2. Subsequent work assignments may be mutually exchanged with other staff members with the employee to whom the assignment was originally made being solely responsible for this duty assignment.

3. Arrangements for any and all exchanges of duty assignments shall be made by the employee to whom the assignment was originally made and notice of this exchange shall be promptly reported as far

in advance as possible of the date of the work assignment by the employee to the high school principal's office.

Section 8: Notice concerning work assignments will be distributed to the employee(s) scheduled for such work assignments and instructions concerning such work assignments will be indicated to the employee(s) by the administrator or appropriate supervisor in charge.

ARTICLE 12

WAGES

Section 1: The basic salary schedule which shall be effective for this agreement is set forth in an attachment to this article and made a part thereof.

Section 2: **Freeze for 2025-2026 and start to reestablish in 2026-2027.** Employees covered by this agreement shall be moved to a higher lane horizontally on the salary schedule at the start of the given contract year in which qualifications are met for that higher lane.

Proof of qualification shall be made by the Employee through the furnishing of transcripts or other such data as may be required by the Board, on or before September 1 of the contract year for which the advance is sought. Advancement to a higher lane horizontally on the salary schedule shall place the employee on the corresponding step to the lane from which he is being advanced. Credit hours shall be from an approved and accredited college or university and shall be graduate hours.

Section 5: Each employee covered by this agreement shall be paid in twelve (12) equal installments for the contract year in which such payments are made. Such installments shall be paid monthly on the Twentieth (20th) of each month, with the provision that computer error or malfunction shall not cause any grievance to be filed under this Section, and with the understanding that should computer difficulty cause delay of the employee's payroll warrant, that such payment will be made as soon as is expediently possible. Payroll warrants shall be distributed to employees at their principal place of assignment. When a pay date falls on a holiday, a Saturday or a Sunday, the pay warrant shall be made on the last previous working day.

Section 6: The District chooses to implement direct deposit of paychecks for all employees.

Section 7: The Board will not pay any extra compensation to any school employee covered by this agreement beyond the terms of his or her contract, or

contract, except as provided in the Wages of Extra-Curricular Pay articles of this agreement. Amounts of compensation for Extra-Curricular contracts shall be as listed on the attachment to this article which is made a part thereof.

Any part time employee required to attend meetings called by an administrator during non-contract hours will be paid for that time based on the employee's per diem rate.

Section 8: Any earned, unpaid salary (on a per diem basis) of a deceased employee shall be paid to the employee's spouse, or if none, then to the personal representative of his estate.

Section 9: Payments to employees working on extended contracts shall be at the per diem rate calculated by dividing the employee's regular salary by the number of days in the basic teacher work year and multiplying that quotient by the number of extended days to be worked.

Section 10: An employee who terminates employment with the district shall receive full payment, calculated per diem, for those contract days fulfilled.

Section 11: Employees shall be paid $0.21 cents per mile, if required to drive their personal automobile between buildings, for mileage between the first and last assigned work location of the regular workday (extracurricular assignments not included). Payment shall be made semiannually. Employees shall submit mileage documentation for coordination on a weekly basis to their building principal with payment to be made at the January and June regular Board meetings.

Section 12: **The Basic Salary Schedule for 2025-28 shall include of a combination of TSS dollars and district dollars to meet all EGEA employees Salaries.**

ARTICLE 13

GRIEVANCE PROCEDURES

Section 1: A grievance shall mean only a complaint that there is an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

Section 2: Any employee(s) covered by this agreement or the Association in the context of a group grievance shall have the right to present alleged grievances in accordance with the procedures in this article.

Section 3: The purpose of this procedure is to secure solutions to alleged grievances at the lowest possible level. Both parties agree that these proceedings will

be kept as confidential as may be appropriate at any level of the procedure.

Section 4: The failure of an employee covered by this agreement, in the event of an appeal to these grievance procedures, to act on such alleged grievances within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement.

Section 5: It is agreed that any investigations or other handling or the processing of any alleged grievance by the grieving employee(s) covered by this agreement, or the Association, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee(s), or of any other employees.

Section 6: First Level: An attempt shall be made to resolve any alleged grievance in verbal discussion between complainant and building principal. The complainant shall identify to his/her building principal, in person, that an alleged grievance is being presented for first level resolution. Such presentation shall be in accord with Section 5 of this article. This identification shall be made through use of the appropriate form for the first level. Such form is attached to this agreement and made a part of this agreement. At the close of this First Level discussion between the complainant and his/her building principal, the appropriate notations shall be made as called for on the form and both parties shall receive a copy. Filing at First Level must be within five (5) school days of occurrence giving rise to grievance. If requested by the grievant, a designated representative of the Association may be present. The principal may also have a designee present.

Section 7: Second Level: If, as a result of the discussion with the principal or immediate supervisor at First Level, a grievance still exists, the aggrieved may invoke the Second Level of the grievance procedure through the form attached to this agreement. The grievance form shall be available for the Association representative in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. The aggrieved shall file the alleged grievance in writing, and at a mutually agreeable time, discuss the matter with the building principal. The written alleged grievance shall state the following:

1. Nature of the alleged grievance.

2. Shall note the specific article and/or articles of this agreement alleged to be violated, misinterpreted, or misapplied.

3. Shall state the contention of the employee as regards that there is

an alleged violation, misinterpretation, or misapplication.

4. Shall indicate the date of this alleged grievance and all facts giving rise to the filing of this alleged grievance.

5. Shall indicate the relief of the alleged grievance which is being sought.

The filing of the written alleged grievance at the Second Level shall be with seven (7) school days from the date of the conclusion and signing of the First Level complaint of the alleged grievance form. The building principal shall make a decision on the grievance and communicate it in writing to the grievant, the Association, and the Superintendent, within seven (7) school days after receipt of the Second Level alleged grievance. If requested by the grievant, a designated representative of the Association may be present. The principal may also have a designee present.

Section 8: Third Level: In the event that an alleged grievance has not been satisfactorily resolved at the Second Level, the aggrieved may file within seven (7) school days of the principal's written decision at the Second Level, a copy of the alleged grievance with the Superintendent. The Superintendent shall meet with the aggrieved within five (5) school days of receipt of the grievance. If requested by the grievant, a designated representative of the Association may be present. The Superintendent may also have a designee present. Within seven (7) school days of receipt of the grievance, the Superintendent of his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the grievant, the Board President, and the Association.

Section 9: Fourth Level: If, within five (5) school days after the date of the written decision by the Superintendent in Third Level of these procedures, the grievant wishes to advance the complaint of alleged grievance to this Fourth Level of these procedures, he may do so by submitting, in writing, a request on behalf of the grievant to the Superintendent. The following procedures shall then become available and will be caused to be implemented:

1. The Superintendent shall schedule an opportunity for the matter to be heard and decided by the Board of Directors. The Grievant will be notified of when the matter will be heard and the Board's decision is final.

Section 10: If any employee or the Association, first (1st), files any claim of complaint in any court, then the employee or the Association shall waive the right to use these grievance procedures.

Section 11: Group Grievance: If, in the judgment of the Association, an alleged grievance affects more than one (1) building, The Association may submit

such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at the Third Level of these grievance procedures. Any such alleged grievance submission at this Third Level shall be on or before the tenth (10th) school day immediately following the occurrence giving rise to the grievance. The date on which the occurrence is alleged to have taken place shall be counted as the first (1st) of these ten (10) school days. Processing of any such alleged grievances shall be in accordance with the procedures provided in this article.

Section 12: Year-end Grievance: In the event that a grievance is filed at such time that it cannot be processed through the grievance procedure by the end of the school year, mutual agreement shall be made in regard to time limits set forth in this agreement to reduce them so as to make it possible to exhaust the grievance procedure prior to the end of the school year, or within a maximum of twenty-five (25) calendar days thereafter.

Section 13: Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only those for whom provisions have been made in this article, except Fourth Level Board hearings, unless they are closed under applicable provisions of the Iowa Open Meeting Law.

Section 14: Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement.

Section 15: Any costs or expenses incurred in the processes of this grievance procedure from the including the First Level through the Third Level shall be the responsibility of the party so incurring such costs and expenses.

Section 16: In the event of a grievance, an employee shall abide by the management decision involved during the time that the alleged grievance is being processed

Eagle Grove Community School District
Eagle Grove, Iowa 50533

First Level Copy to:
1. Grievant
2. Principal

FIRST LEVEL COMPLAINT OF ALLEGED GRIEVANCE BETWEEN GRIEVANT AND BUILDING PRINCIPAL

_____ _____, **2026**

Building **Date**

A verbal discussion has occurred concerning a possible alleged grievance of the master contract:

1. Date of occurrence of event giving rise to this alleged grievance _____, **2026**

2. Contract reference related to this alleged grievance _____

Grievant satisfied **Grievant unsatisfied**

This First Level Grievance report is signed on this _____ day of _____, **2026**

_____

Signature of Grievant

AND

_____

Signature of Principal

Eagle Grove Community School District
Eagle Grove, Iowa 50533

Second Level copy to:
1. Principal
2. Superintendent
3. Grievant
4. Association

SECOND LEVEL COMPLAINT OF ALLEGED GRIEVANCE BETWEEN GRIEVANT AND BUILDING PRINCIPAL

_____ _____, 2026

Building Administrator **Date Submitted**

NOTE: Filing of the Second Level complaint shall be in person with the building principal within seven (7) school days of the date of signing of the First Level alleged grievance form.

Date grievance is alleged to have occurred: _____, 2026

Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract:

_____

_____

_____

Give descriptive detail of all facts giving rise to this alleged grievance:

_____

_____

_____

Give nature of the alleged grievance:

_____

_____

_____

Employee statement of contention that there is an alleged grievance:

_____

_____

_____

Employee statement of relief of grievance sought:

_____

_____

_____

I hereby attest to the truth and accuracy of all statements contained herein.

_____

Signature of Grievant

SECOND LEVEL PRINCIPAL'S NOTATIONS

Date on which the Second Level complaint of alleged grievance was received by me from the grievant. Must be within seven (7) school days of date of signing of First Level complaint form.

_____, **2026**

Date and time mutually agreed upon between grievant and the principal for a meeting to discuss this complaint.

_____, **2026**

Date on which written decision on this alleged grievance was communicated to the grievant. This must be within seven (7) school days after receipt of the Second Level written alleged grievance.

_____, **2026**

A copy of the written decision of the principal which was communicated to the grievant is hereto attached and becomes a part thereof.

_____ _____, **2026**

Signature of Principal **Date**

SECOND LEVEL ACCEPTANCE BY GRIEVANT

I accept the written decision of the principal at Second Level in this matter of my formal complaint as the resolution and relief then being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

_____ _____, **2026**

Signature of Grievant **Date of Acceptance**

NOTE: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, but also fails to advance the complaint to the next level within allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Second Level of this procedure.

Eagle Grove Community School District
Eagle Grove, Iowa 50533

Third Level copy to:
1. Principal
2. Grievant
3. Association
4. Board President

THIRD LEVEL GRIEVANT AND SUPERINTENDENT OR DESIGNEE

Date on which the Third Level complaint was submitted to Eagle Grove Community School District Superintendent

_____, **2026**

NOTE: Third Level filing date must be within seven (7) school days of the written decision by the building principal to the grievant at Second Level.

Grievant statement regarding why, in his/her opinion, and in what way that the alleged grievance was not afforded relief at Second Level:

_____
_____
_____
_____
_____
_____
_____
_____

Additional relief sought by grievant not afforded at Second Level:

_____
_____
_____
_____
_____
_____
_____
_____

_____ _____, **2026**

Signature of Grievant **Date**

THIRD LEVEL SUPERINTENDENT'S NOTATIONS

Date on which the Third Level alleged grievance received _____, **2026**

Date and time for mutually agreed meeting to discuss this complaint between grievant and superintendent. Must be within five (5) school days after superintendent receives the alleged complaint of grievance.

_____, **2026 at** _____ **am/pm**

Date written answer communicated to grievant. Must be within seven (7) school days after receipt of grievance.

_____, **2026**

A copy of the written decision of the Superintendent which was communicated to the grievant is hereto attached and becomes a part thereof.

_____ _____, **2026**

Signature of Superintendent **Date**

THIRD LEVEL ACCEPTANCE BY GRIEVANT

I accept the written decision of the Superintendent at Third Level in this matter as the resolution and relief sought and as being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract agreement in this matter for now and in time to come.

_____ _____, **2026**

Signature of Grievant **Date of Acceptance**

NOTE: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, and also fails to advance the complaint to the next level within allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Third Level of this procedure.

Eagle Grove Community School District
Eagle Grove, Iowa 50533

FOURTH LEVEL BOARD OF DIRECTORS

This final level of Grievance Procedures must be initiated no later than five (5) school days following the date of the written decision of the Superintendent in Third Level.

Date on which the notice received for decision to use the arbitration step of these procedures. A copy of written request from grievant is attached.

_____, **2026**

Date on which a joint request for services of the Public Employment Relations Board was mailed. A copy of this joint request is attached hereto and made a part thereof.

_____, **2026**

_____ _____, **2026**

Signature of Superintendent **Date**

EAGLE GROVE COMMUNITY SCHOOLS
EAGLE GROVE, IOWA 50533

Copy to:
1. Board President
2. Superintendent
3. Grievant
4. Association

GROUP GRIEVANCE

_____ _____, 2026
Superintendent **Date Submitted**

NOTE: Filing of the group grievance shall be with the Superintendent within ten (10) school days of the date of the alleged grievance.

Date grievance is alleged to have occurred: _____, 2026

Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract:

_____
_____
_____
_____

Give descriptive detail of all facts giving rise to this alleged grievance:

_____
_____
_____
_____

Give nature of the alleged grievance:

_____
_____
_____
_____

Statement of contention alleging grievance:

_____
_____
_____
_____

Statement of relief sought:

_____
_____

I hereby attest to the truth and accuracy of all statements contained herein.

_____ _____, 2026

Signature of Group Representative **Date**

GROUP GRIEVANCE SUPERINTENDENT'S NOTATIONS

Date on which group grievance was received by the Superintendent.

_____, 2026

Date & time mutually agreed upon between group representative and the Superintendent for a meeting to discuss this complaint.

_____, 2026 at _____ am/pm

Date on which written decision on this alleged grievance was communicated to the group representative.

_____, 2026

A copy of the written decision of the Superintendent which was communicated to the group representative is hereto attached and becomes a part thereof.

_____ _____, 2026

Superintendent **Date**

GROUP GRIEVANCE ACCEPTANCE

I accept the written decision of the Superintendent in this matter of our formal complaint as the resolution and relief to be satisfactory to us. We agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

_____ _____, 2026

Signature of Group Representative **Date of Acceptance**

NOTE: If the group representative signs the above statement, the complaint shall end. If the grievant does not sign the above, but fails to advance the complaint, the complaint shall be considered to have been abandoned and settled.

ARTICLE 14

DUES CHECK-OFF AND OTHER DEDUCTIONS

Section 1: It shall be agreed by the Board and the Association that provisions will be made in this article for the following listed deductions to be made, on written authorization, from any employee covered by this agreement. Such written authorization to be submitted on a form to be supplied by the district.

1. Tax sheltered Annuity Deductions: This deduction shall be taken out each month of the contract year in which the employee is under contract. This deduction may be initiated by notifying the business office by the first of any month during the contract year. Each employee shall be limited to a state approved 403b plan.

2. Optional Insurance program for spouse deduction as is available from the Board-provided employee insurance program. This deduction shall be taken out each month of the contract year in which the employee is under contract.

Section 2: All employee authorization request for deductions shall be on file in the business office of the district no later than on September twentieth (20th) of the contract year for which such authorized deductions are to be made. All such authorization requests shall be submitted on the form as supplied by the district. There shall be the following exception: An individual who becomes an employee after the first (1st) day of the basic instructional contract year shall have thirty (30) days in which to exercise their options under Section 1 of this article. Such deductions shall not extend beyond the June check.

Section 3: It shall be agreed that errors in computer processing are a possibility. Therefore, both parties shall agree to correct any errors in payroll and payroll deductions to the mutual satisfaction of both parties.

Section 4: It is understood and agreed by employees covered by this agreement and by the Association, that any covered employee's dues and/or other deductions are as herein made provisions for, shall be checked off only upon the employee's written request and that the employee may terminate any such previously made authorized deductions at any time by giving thirty (30) days' notice to the business office of the district.

Section 5: The Association agrees to indemnify and hold harmless the Board, each individual Board member, the business manager, clerical employees, 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 this agreement between the parties for deductions.

Section 6: Initiation of the provisions of this article shall be the responsibility of each

individual employee covered by the agreement. The Association agrees that they shall, as an Association, inform all employees covered by this agreement of this deduction provision and that they shall not expect or require that the Board or its representatives be obligated to do anything other or more than to accept and cause to be affected those authorized deductions request which are presented to them in accordance with terms and conditions of this article.

Section 7: If an employee for whom properly authorized deductions are being made leaves the employ of the Board or is terminated by the Board, any and all such deductions shall be terminated with the last payroll warrant issued to that employee by the district.

ARTICLE 15

PRINTING AGREEMENT

Copies of this agreement shall be printed by the Board, after agreement with the Association as to format, means of reproduction, method of reproduction, and any other attendant details of the processes of printing, within thirty (30) days after the date on which the agreement is signed by both parties. All costs which are incurred in the preparation for printing, the printing process, and the distribution process shall be paid by the Board. There will be copies of this printed agreement delivered to the President of the Association in sufficient number so that the Association may distribute one (1) copy to each employee who is covered by this agreement. When offered an individual contract each person shall be provided a copy of the master contract agreement with their individual contract.

ARTICLE 16

FINALITY AND EFFECT OF AGREEMENT

Section 1: This agreement supersedes and cancels all previous agreements between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2: Nothing in this agreement shall have any effect whatsoever in the matters of all functions, rights, powers, or authority granted to or inherent in the administration of this school district by law, all of these which shall remain the sole and unilateral function of the Board. Provided that none of the clauses of this agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not

exercise its rights so as to violate any of the specific provisions of this agreement.

Section 3: The failure of the District, the employee Association, or the employees covered by this agreement to insist in any one or more instances upon performance of any of the terms or conditions of the agreement, shall not be considered as a waiver or a relinquishment of the right of the District, the employee Association, or the employees covered by this agreement to future performance of any such term or condition. The obligations of the District, the employee Association, or the employees covered by this agreement shall continue in full force and effect.

ARTICLE 17

DURATION PERIOD AND SIGNATURE CLAUSE

This Agreement shall be effective for the 2026-2027 school year, beginning on July 1, 2025, and ending June 30, 2028.

Note: This is the First (1st) of a Three (3) year agreement.
2025-2026: Total Package Increase: 4.7%
2026-2027: Total Package Increase: 3.5%
2027-2028: Total Package Increase: 3.5% or "Allowable Growth Percentage approved by state", whichever is higher.

District Collaboration Committee:

The parties agree to establish a committee made up of an equal number of district officials and employees. Employee representatives shall be appointed by the Certified Employee Organization. The Duties of the District Collaboration Committee are to discuss the employment conditions and benefits for the district employees to be contained in a staff handbook. Such conditions and benefits shall include, but are not limited to, insurance, evaluation procedures, supplemental pay, transfer procedures and staff reduction procedures. If the District Collaboration Committee cannot come to a mutual agreement, the District's Board of Directors shall have the final decision, but only after such a time that both sides have had an opportunity to make a presentation to the Board. The committee shall meet annually and any revisions shall be reviewed by the Board of Directors. employees will have an opportunity to review the handbook prior to being asked to sign individual contracts for the next school year.

Signature Clause:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiators, and their signatures placed there on, all on the 9th day of March, 2026.

For the Eagle Grove Education Association

Beth Egenes
It's President

Carrie A. Christopher
It's Chief Negotiator

For the Eagle Grove Community School District Board of Education

Tracy Crail
It's President

Tracy Crail
It's Chief Negotiator

SCHEDULE A
2026-2027 BASIC SALARY SCHEDULE

BA	BA8	BA16	BA24	MA	MA15	MA30
$43,000	$43,625	$44,250	$44,875	$46,408	$47,033	$47,658

SCHEDULE B

SUPPLEMENTAL SCHEDULE

BASE = **29,922**

Assignment	1-2 years	3-4 years	5th year or more
	4189.08	4488.30	4787.52
Head Football	0.14	0.15	0.16
Head Basketball	0.14	0.15	0.16
Head Wrestling	0.14	0.15	0.16
Head Baseball	0.14	0.15	0.16
Head Softball	0.14	0.15	0.16
Head Volleyball	0.14	0.15	0.16
Head Track	0.14	0.15	0.16
Head Soccer	0.14	0.15	0.16
Weight Room Supervisor	0.14	0.15	0.16
Head B/G X Country	0.14	0.15	0.16
	2992.20	3291.42	3590.64
Head Golf	0.10	0.11	0.12
	2393.76	2692.98	2992.20
Assistant Football	0.08	0.09	0.10
Assistant Basketball	0.08	0.09	0.10
Assistant Wrestling	0.08	0.09	0.10
Assistant Track	0.08	0.09	0.10
Assistant Baseball	0.08	0.09	0.10
Assistant Softball	0.08	0.09	0.10
Assistant Volleyball	0.08	0.09	0.10
Assistant Soccer	0.08	0.09	0.10
Assistant Weightroom	0.08	0.09	0.10
Assistant B/G X Country	0.08	0.09	0.10

HIGH SCHOOL	1-2 Years Percent	1-2 Years Dollar	3 or more Percent	3 or more Dollar
Instrumental Activitites	0.14	4189.08	0.16	4787.52
Choral Activities	0.08	2393.76	0.10	2992.20
Drill Team (Head)	0.05	1496.10	0.06	1795.32
Drill Team (Asst)	0.03	897.66	0.04	1196.88
Musical (Every other year)	0.04	1196.88	0.06	1795.32
Speech Director (If Assigned)	0.04	1196.88	0.05	1496.10
Yearbook	0.04	1196.88	0.05	1496.10
Drama Director (If Assigned)	0.03	897.66	0.05	1496.10
Future Business Leaders of America	0.05	1496.10	0.06	1795.32
FCCLA	0.05	1496.10	0.06	1795.32
Future Farmers of America	0.05	1496.10	0.06	1795.32
Student Council	0.03	897.66	0.04	1196.88
Cheerleaders per Season	0.02	598.44	0.03	897.66
Prom	0.03	897.66	0.04	1196.88
Spanish Club	0.025	748.05	0.035	1047.27
Students Against Driving Drunk	0.03	897.66	0.04	1196.88
JETS Teams	0.015	448.83	0.02	598.44
Quiz Bowl	0.015	448.83	0.02	598.44
Mock Trial	0.015	448.83	0.02	598.44
Iowa Academic Decathlon	0.015	448.83	0.02	598.44
Color Guard	0.025	748.05	0.04	1196.88
Music Accompanist	0.015	448.83	0.02	598.44
National Honor Society	0.03	897.66	0.04	1196.88
E-Sport per Season	0.03	897.66	0.04	1196.88

MIDDLE SCHOOL	Percent	Dollar	Percent	Dollar
Drama Director	0.025	748.05	0.035	1047.27
Student Government	0.025	748.05	0.035	1047.27
Cheerleaders	0.03	897.66	0.04	1196.88
Band	0.02	598.44	0.03	897.66
Vocal	0.02	598.44	0.03	897.66
Mock Trial	0.01	299.22	0.015	448.83
Quiz Bowl	0.01	299.22	0.015	448.83

SCHEDULE C

UNIFORM SCHOOL REQUIREMENTS

280.21 Corporal punishment - burden of proof

1. An employee of a public school district, accredited nonpublic school, or area education agency shall not inflict, or cause to be inflicted, corporal punishment upon a student. For purposes of this section, "corporal punishment" means the intentional physical punishment of a student. An employee's physical contact with the body of a student shall not be considered corporal punishment if it is reasonable and necessary under the circumstances and is not designed or intended to cause pain or if the employee uses reasonable force, as defined under section 704.1, for the protection of the employee, the student, or other students; to obtain the possession of a weapon or other dangerous object within a student's control; or for the protection of property. The department of education shall adopt rules to implement this section.

2. A school employee who, in the reasonable course of the employee's employment responsibilities, comes into physical contact with a student shall be granted immunity from any civil or criminal liability which might otherwise be incurred or imposed as a result of such physical contact, if the physical contact is reasonable under the circumstances and involves any of the following:

a. Encouraging, supporting, or disciplining the student.

b. Protecting the employee, the student, or other students.

c. Obtaining possession of a weapon or other dangerous object within a student's control.

d. Protecting employee, student, or school property.

e. Quelling a disturbance or preventing an act threatening physical harm to any person.

f. Removing a disruptive student from class or any area of the school premises, or from school-sponsored activities off school premises.

g. Preventing a student from the self-infliction of harm.

h. Self-defense.

i. Any other legitimate educational activity.

3. To prevail in a civil action alleging a violation of this section the party bringing the action shall prove the violation by clear and convincing evidence. Any school employee determined in a civil action to have been wrongfully accused under this section shall be awarded reasonable monetary damages, in light of the circumstances involved, against the party bringing the action.

4. A school employee's employer and the board of educational examiners shall not engage in reprisal or retaliation against a school employee who, in the reasonable course of the employee's employment responsibilities, comes into physical contact with a student in accordance with this section.

5. A public school district or area education agency shall provide to all teachers employed by the public school district or area education agency a copy of this section with the initial employment contract and with each notice of renewal of the employment contract.

89 Acts, ch 71, §1; 90 Acts, ch 1218, §1; 94 Acts, ch 1131, §5; 98 Acts, ch 1195, §1; 2018 Acts, ch 1057, §10; 2020 Acts, ch 1108, §10, 11; 2023 Acts, ch 96, §9

Referred to in §232.71B, 256.9

Universal Citation: IA Code § 280.21 (2025)