

2017 - 2020

COMPREHENSIVE AGREEMENT BETWEEN

JOHNSTON EDUCATION ASSOCIATION

and

JOHNSTON COMMUNITY SCHOOL DISTRICT

Effective August 1, 2017

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ARTICLE I
RECOGNITION

A. Unit. The Employer hereby recognizes the Johnston Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified and exclusive and sole bargaining representative for personnel as set forth in the PERB certification instrument (Case No. 88) issued by PERB on the 24th day of September, 1975. The Unit was updated by PERB on the 7th day of April, 2003 (Case No. 6634) the unit is described in the above certification as follows:

INCLUDED: Classroom teachers - those teachers who are under a full year contract with the School District, including specifically assigned coaching positions.

Counselors
Instructional Coach
Interventionist
School Nurses
Librarians - certified

EXCLUDED: Superintendent
Principals
Assistant Principals
Athletic Director
Deans
Educational Associates
Coordinators

Secretaries & Clerks
Associate Principals
Student Employees
Substitute Teachers
Interim Teachers
Head District Custodian
Full-time Custodians
Cooks
Bus Drivers
All other personnel
Excluded by Sec. 4 of the Act

B. Definitions.

1. The term "Employer" as used in this Agreement shall mean the Johnston Community School District or its duly authorized representatives.

2. The term "Employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association" as used in this Agreement shall mean the Johnston Education Association or its duly authorized representatives or agents.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions.

1. **GRIEVANCE**. A grievance is a claim by an Employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. **AGGRIEVED PERSON**. An "aggrieved person" is the Employee making the complaint affected by the interpretation or application of this Agreement or the Association.

B. Purpose. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Informal settlement in any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

C. Procedure.

1. **TIME LIMITS.** The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits will act as a bar to any further grievance or appeal concerning the immediate grievance at issue. An administrator's failure to give a decision within the time limits shall permit the aggrieved person to proceed to the next level. The time limits, however, may be extended by mutual agreement. The number of days indicated at each level will be considered a maximum, and every effort should be made to expedite the process.

All time limits shall consist of workdays, Monday through Friday.

2. **YEAR-END GRIEVANCES.** When a grievance is submitted on or after May 20, time limits shall continue into the summer and continue to include weekdays, Monday through Friday, so that matters may be resolved as soon as possible.

3. **LEVEL ONE - PRINCIPAL or IMMEDIATE SUPERVISOR (Informal).** An aggrieved person shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally. During the conversation, the aggrieved person should indicate this is a level **ONE** conversation. The principal shall be informed of the occurrence of the event-giving rise to the grievance within seven (7) days (Monday-Friday) of such event and the principal shall meet with the Employee within five (5) days (Monday-Friday) of being informed of such event.

4. **LEVEL TWO - PRINCIPAL (Formal).** If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved person or the Association may invoke the formal grievance procedure in writing on a form available from the Association representative or principal or immediate supervisor in each building. The filing of the formal written grievance shall be within fifteen (15) days (Monday-Friday) from the date of the event giving rise to the grievance. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated shall state the remedy requested, and shall be signed by the aggrieved person. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor and the Association.

The appropriate principal or immediate supervisor shall discuss the written grievance with the aggrieved person and shall indicate disposition of the grievance in writing within five (5) days (Monday-Friday) of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to Level Three within five (5) days (Monday-Friday) after disposition or lack of disposition of the grievance. The grievant shall file a copy of the grievance with the Superintendent.

5. **LEVEL THREE - SUPERINTENDENT.** The Superintendent or his/her designee shall meet with the aggrieved person and an Association representative within five (5) days (Monday-Friday) of the receipt of the grievance. Within ten (10) days (Monday-Friday) of the receipt of the grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association. The Superintendent may consolidate separate grievances, which involve common questions of contract interpretation and fact.

6. **LEVEL FOUR - ARBITRATION**

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) days (Monday-Friday) of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) days (Monday-Friday) after disposition of the grievance at Level Three.

(c) Within five (5) days (Monday-Friday) after written notice to the Employer of the intent to submit to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of seven arbitrators who are listed by PERB and the FMCS. The Association shall remove the

first name from the list. The Association shall remove the first name within two (2) days, and each party thereafter shall alternatively remove another name. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Employer and the Association and hold hearings promptly and shall issue a decision no later than fifteen (15) days (Monday-Friday) from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act, which is in violation of the terms of this Agreement. No decision of an arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the Employer and Association and shall be final and binding on all parties.

(e) The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation.

1. EMPLOYEE AND ASSOCIATION. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, 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 Levels Two through Four as a party of interest and shall have the right to grieve any adjustment of the Employee's complaint.

2. REPRISALS. No reprisals of any kind shall be taken by the Employer or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. TIME FOR HANDLING GRIEVANCE. It is agreed that any investigation or other handling of any grievance by the grieving Employee may be conducted after 3:30 p.m., or at the close of the school day.

E. Miscellaneous.

1. WRITTEN DECISION. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in sections on Arbitration.

2. SEPARATE GRIEVANCE FILE. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance personal file as part of the Employee's personal records.

3. 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, heretofore referred to in this article.

4. The Association agrees to indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability (monetary or otherwise) and for alleged costs arising from any action taken or not taken by the Association with respect to its duty of fair representation.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Association shall have the right to hold meetings on School District property after regular school hours provided such meetings in no way interfere with any aspect of the instructional or extracurricular program of the Employer. Any out-of-pocket expenses to the Employer resulting from such meeting shall be borne by the Association. The time and place of all meetings shall be arranged in advance with the building principal.

B. The Association may use district technology equipment after school hours **for association business**. Such use shall be only when such equipment is not otherwise in use for school purposes. The Association shall pay to the Employer the cost of all materials and supplies incidental to the use of such equipment, to be documented at the time of use, such payment to be made at the end of the school year.

C. The Association shall have the right to use faculty mailboxes and e-mail for announcements relating to the conduct of the Association business on behalf of the members of the bargaining unit.

D. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements, and all material posted will relate only to the Association's official business. The administration may also use such bulletin boards to post official school announcements and announcements relating to members of the bargaining unit.

E. Representatives of the Association shall be allowed to make telephone calls and other communiqués concerning Association business at any time during school hours when such persons are not on duty. No calls concerning Association business may be made or received during the time such person is on duty. Any long-distance calls shall be logged with the principal's secretary and paid for by the Association at the end of each month.

F. Access to School Buildings and School Personnel.

1. VISITS WITH SCHOOL PERSONNEL. Employees should not receive visitors in school buildings during school hours or during other assigned duty time.

(a) During school hours as hereinafter defined, permission for such visitations is granted subject to the following limitations and requirements:

(1) Such visitation shall be permitted during an Employee's duty-free lunch period.

(2) Such visitation should not be permitted during a time the Employee to be visited is assigned for instructing, counseling, planning, or supervisory duties.

(3) Under special circumstances, visits during such hours should be permitted where in the judgment of the building administrator special authorization therefore should be given, taking into consideration the need for such visitation at such time and the effect of the interruption on the school program.

(b) The visitor shall inform the office of the administrator in charge of the building or the responsible person in charge of the building of his presence and the Employee with whom he wishes to confer.

(c) Visitations should take place outside instructional or educational areas, and whenever practicable, in the teachers' lounge or other similar area where such visitation shall not interfere with or interrupt normal classroom or school operations.

2. TEACHER ASSOCIATION REPRESENTATIVES.

General authorization is hereby granted to the representative of the Johnston Education Association for visitations on the school premises with Employees in connection with Association business during school hours, as hereinafter defined, subject to the provisions of paragraph F(1) (a, b, and c) of this article.

3. SPECIAL PROVISIONS.

(a) "School hours" shall have the meaning defined in Paragraph A of Article XIII.

(b) Reporting Unauthorized Persons. Employees who become aware of any unauthorized presence of an outsider contrary to the policies of the Employer are obligated to inform the school administration of such occurrence.

(c) Arrangements for authorized visits with school personnel shall be made as far in advance as practicable with the building administrator and such arrangements shall include the school personnel to be visited, the person visiting and the limited purpose of the visit.

(d) Violation by any person of visitation privileges extended pursuant to this section shall be grounds for withdrawal of such privileges for that person.

ARTICLE V PAYROLL DEDUCTION

A. Authorization

Any employee, who is a member of the Association or who has applied for membership, may sign and deliver to the Board or **its designee** an assignment authorizing payroll deduction of organizational dues, fees, and donations. The form of the assignment shall be set forth in Appendix B.

B. Regular Deduction

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one twelfth (1/12) of the total amount authorized from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August.

C. Prorated Deduction

Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through August.

D. Duration

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice by the employee to the board and to the Association.

E. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, financial institutions, savings bonds, charitable donations, insurances, and any other program approved by the Board and Association.

F. Remittance

Amounts withheld for dues or other purposes shall be remitted to the designated person, persons, or company within ten (10) calendar days of the withholding.

G. Indemnification

The Association agrees to indemnify and hold harmless the Employer, the Board, and the Board's authorized representative from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Association.

ARTICLE VI
SCHOOL IMPROVEMENT COMMITTEE(S)

Each building in the district will have a leadership team representative of the staff in the building. The responsibility of the group will be to plan and deliver professional development consistent with Chapter 12 of the Iowa Code. The teams will make recommendations to the Superintendent, or his/her designee, concerning the contents and evaluation of the professional development opportunities. Any recommendation shall be subject to approval of the Superintendent or his/her designee.

The Superintendent or his/her designee may establish additional school improvement subcommittees responsible for professional development and school improvement efforts under Chapter 12 to assist in the planning and delivery of professional development to staff. All paid school improvement positions shall be appointed on a yearly basis and given a letter of assignment. The positions shall be paid as defined by Schedule B.

ARTICLE VII
LEGAL CLAUSE

In the event that any of the provisions of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the Employer and the Association shall enter into immediate negotiations to replace the void or illegal provisions.

ARTICLE VIII
NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter or personal delivery at the following-designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association, to the Employer at:

Superintendent or Board Secretary
Johnston Community School District
P.O. Box 10
Johnston, Iowa 50131

2. If by the Employer, to the Association at:

The Association will notify the Employer by July 1 of each year of the name and address of the then-current president of the Johnston Education Association.

ARTICLE IX
POSTING AGREEMENT

A. Before ratification, the Employer and the Association shall agree upon format. The Association shall be responsible for the expense of providing copies of the proposed agreement to Employees at the time of ratification.

B. This agreement with any amendments shall be made available electronically by Employer to the Association and Employees during the first week of service each year.

ARTICLE X
WAGES AND SALARIES

A. Schedule. The salary of each Employee covered by the salary schedule is set forth in Schedule A which is attached hereto and made a part of this Agreement.

B. Placement on Salary Schedule.

1. Each year an Employee will advance one step on the salary schedule until reaching the last step. Thereafter, the Employee shall be paid on the last step of the applicable lane.

All certified staff covered under the bargaining unit shall be given credit for earned graduate hours regardless of the area of specialty.

Employees with a Doctorate shall receive a \$1,000 stipend. Employees with National Board Certification who are not receiving a stipend from outside the district shall receive a \$1,000 stipend each year the certification is maintained. Verification of renewal of the certification must be filed with the Human Resources Department by October 15 to earn the stipend. Stipends for National Board Certification and doctorates received after October 15 will not be honored until the start of the following school year.

2. New teachers coming into the School District will receive credit for years of teaching in other properly accredited school systems and agencies, provided that such prior experience has been earned within the **25** years immediately preceding the date of employment with the School District. Such credit shall be calculated as if the teacher had been an Employee of the School District.

3. Credit may be given to a new employee for work experience which the employer determines relevant to an Employee's work responsibilities. The determination of such credit for placement on the schedule shall be the Employer's sole discretion.

4. Any new Employee hired prior to October 1 will be given credit for one (1) year's service toward the next increment step for the following year provided the Employee's performance is satisfactory.

5. The Employer has the right to withhold increments (hold on step) of any Employee where the Employee's work is unsatisfactory.

6. An assistant coach who becomes head coach shall be placed on the same step of Schedule B the first year in the head coach assignment. A head coach who becomes an assistant coach shall be placed on the next step of Schedule B the first year in the new assignment. A coach who moves from one assistant coaching position to another shall be placed on the next step of Schedule B the first year in the new assignment. A head coach in one sport who becomes a head coach in another sport shall be placed on the next step of Schedule B the first year in the new assignment. A new coach in the district may be placed up to step three (3) for coaching the activity up to two (2) years in other properly accredited school systems. A coach employed by the district who resigns his or her position if reassigned the coaching position shall be placed on the same step as at the time of resignation.

C. Advancement on Salary Schedule. Increments. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum step for their educational classification is reached. Advancement is subject to satisfactory performance of the Employee and to the meeting of the requirements for Continuing Education.

D. Pay Period. Each Employee shall be paid in twelve (12) equal installments on the 19th day of each month by **direct deposit**. Employees may elect to be paid in ten (10) equal installments subject to the Superintendent's approval. **Direct deposits will be made on the 19th of each month with the following exceptions:**

1. When a pay date falls on or during a school holiday or weekend, **direct deposits will be made** on the last previous working day.

2. Teachers who have resigned or retired may elect to receive the balance of their compensation in June; provided, however, that all other benefits terminate on June 30.

E. Extended Contracts. Extended contracts may be issued at the Employer's discretion for a specified number of days beyond the regular contract unless the Employee establishes that it is impossible or impractical for the Employee to perform the work assigned, such days beyond one hundred ninety-four (194) days to be paid at the rate of 1/194th of the teaching contract rate.

F. Supplemental Contracts. Supplemental contracts may be issued at the Employer's discretion for activities and responsibilities beyond those connected with regular classroom duties. Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof. Those who have a contract with Supplemental pay cannot resign the supplemental contract until a satisfactory replacement is found. No Employee on contract to the School District can be required to accept a new supplemental assignment except by the consent of the Employee.

G. Orientation Days. Orientation days for first year Employees shall be paid at the rate of one-half the daily teaching contract rate and will be included in **the employee's** September paycheck.

H. Professional Development Days. Professional development days scheduled beyond those specified in Article XIII shall be paid at the daily teaching contract rate.

I. Teacher Salary Supplement (TSS). The TSS allocation in the salary schedule shall be calculated by dividing the TSS allocations by the number of teachers and qualified nurses. In making the calculation, the TSS amount allocated to the School District shall be reduced by the District portion of cost of IPERS and FICA before making the calculations. The District is obligated to pay TSS monies starting in September of each year. The allocation to be paid to teachers and qualified nurses shall be calculated upon receipt from the aid and levy received from the Department of Management divided by the anticipated FTE total for the following year. This will include the existing certified FTE count plus any anticipated adjustments (additions or reductions) in staffing due to student count. Any excess monies will be paid out in the employees' June paychecks per FTE.

J. Combined Salary Schedule. The district and association agree to publish a combined salary schedule that contains values in each cell including the salary schedule and all Teacher Salary Supplement monies.

K. 403B Contribution. A monthly 403B contribution in the amount of \$120/month (\$1,440/year) will be given to current full time employees covered in the bargaining unit. This amount will be prorated based on each employee's contractual FTE (eg.: .5 employees will receive **\$55.00 / month**). Every eligible employee is required to notify the Business Office to advise the Office of the entity that is to receive the 403B contribution. If an employee fails to notify the Business Office of the entity that is to receive the 403B contribution, the Business Office will send a written reminder to the employee. If, within ten (10) duty days of the date on which the Business Office has mailed the reminder to the employee, the employee fails to advise the Business Office of the entity which is to receive the contribution, the employee will forfeit all rights to receive the 403B contribution for that year.

ARTICLE XI INSURANCE

A. HEALTH, MAJOR MEDICAL AND LONG-TERM DISABILITY.

1. Each Employee shall be covered by a health and major medical program paid for by the Employer. The District will ~~now~~ offer a three tier option for coverage. Such program will be a comprehensive major medical plan with a \$300 single \$600 family deductible and 90/10 co-insurance. Maximum out-of-pocket will be \$750 single and \$1,500 family. Coverage shall include pre-authorization. Each Employee shall contribute Two Dollars (\$2) per month for the Employee's single rate premium for the health and major medical program. Each Employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

2. The Employer shall contribute three hundred and eighty-nine dollars (\$389) or four hundred and fourteen dollars (\$414) per month based on the family plan selected.

B. DENTAL INSURANCE. Each Employee shall be covered by a dental insurance plan paid for by the Employer not to exceed Fourteen Dollars (\$14.00) per month.

1. Deductible

- Routine oral examinations - None
- Basic dental treatment and orthodontia - \$25 per calendar year

2. Co-insurance

- 100% of usual and customary charges for Routine Oral Examination.
- 80/20% of usual and customary charges for Basic Dental Treatment.
- 50/50% for prosthetic service, including crowns, bridges and gold.
- 50/50% for covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion.
- 50/50% orthodontia, for dependent children only, up to age 19.

3. Maximum Payment

- \$1,000 per calendar year - Orthodontia
- \$1,000 per calendar year - Basic and Routine Dental

The dental insurance plan shall permit an Employee to purchase coverage for spouse and dependent children at the Employee's expense.

C. LIFE INSURANCE. Each Employee shall be covered by \$30,000 of life insurance.

If at least 25 Employees elect to purchase supplemental life insurance, additional supplemental life insurance can be purchased by the Employee at the Employee's expense with medical evidence; provided, however, that if more than 75% of the bargaining unit elects to take such coverage, then supplemental life insurance can be purchased without medical evidence. The premium may be deducted from the Employee's salary.

D. COVERAGE. The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 in each year of the Agreement.

1. **For the purpose of this article, an eligible employee means any employee who holds a contract greater than 0.5 full time equivalent.**
2. **Eligible employees will receive health, major medical and long-term disability, dental and life insurance.**

E. INSURANCE DEDUCTION. Upon appropriate authorization from the Employee, the Employer shall deduct an Employee's contribution to insurance under this article.

F. SELECTION OF CARRIERS. The School District shall notify the Association of carriers of Employee-related insurance. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.

G. INSURANCE COMMITTEE. The Insurance Committee shall consist of three (3) members appointed by the Association and three (3) administrators or board members appointed by the Employer. The **Chief Financial Officer** shall serve as Chairperson of the Committee.

H. COMMITTEE REPORT. The Committee shall make recommendations to the Employer and the Association **prior to negotiations**. The recommendations shall address, without limitation, the following:

1. Medical plan design;
2. Quality Care;
3. Cost Containment.

ARTICLE XII
LEAVES OF ABSENCE

A. PERSONAL ILLNESS. Certified personnel shall be granted leave of absence for personal illness or injury with full pay at a rate of days per year to be credited at the beginning of the school year as follows:

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth year and subsequent years to a maximum of 135 days	15 days

The above amounts shall apply only to consecutive years of employment in the School District and unused portions shall be cumulative to a total of one hundred thirty-five (135) days. The Employer may request medical proof from an Employee absent for more than three (3) consecutive days due to personal illness or injury prior to the Employee receiving pay for sick leave.

Employees shall verify in the AESOP program, the number of days of personal illness leave used and the balance remaining each month and notify the Human Resources Department if there is a discrepancy between Employee records and district records.

B. BEREAVEMENT LEAVES.

Ten (10) paid days of leave per year shall be available to an Employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death. A maximum of five (5) days may be used for the death(s) of non-relatives. Leave must be used in consecutive workdays unless the funeral or memorial service is more than five (5) workdays after the death.

An Employee may use personal/emergency leave attached to bereavement leave in which case the restrictions for personal/emergency leave do not apply. This is in addition to the ten days and may be used to extend the five-day maximum.

The superintendent may grant additional bereavement leave days as circumstances warrant. Such action shall not be precedent setting.

C. OTHER LEAVE PROVISIONS. Employees shall be granted leave of absence at full pay for the following:

1. Family Illness Leave. May use **seven (7)** personal illness days per school year for illness in the immediate family. "Immediate Family" shall mean parents, stepparents, grandparents, brothers, sisters, spouse, children, grandchildren, stepchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the Employee. Use of family illness leave will result in deduction from personal illness leave.

2. Personal/Emergency Leave. Two (2) days total per year, cumulative to five (5) days. This leave will be granted as long as no more than one (1) person for every fifteen (15) Employees in a building at one time are on such leave. A professional development day, parent-teacher conference day, the day immediately preceding or immediately following a school recess day, or any day during the first and last five student contact days may not be used for personal/emergency leave unless connected to bereavement leave as described in bereavement leave section, needed for specific family events, or needed to address significant personal emergency.

For employees who have accumulated 5 personal/emergency leave days, the use of five (5) days consecutively may be approved at the discretion of the district. In addition to the restrictions listed for any personal leave use, the District may deny the use of 5 consecutive days if the employee has been significantly absent (more than 8 days in the last 12 months) for any reason excluding district required professional development. The district may also deny a week long leave if the absence would create a significant educational disruption. Significant disruptions might include but not be limited to critical transition periods, district mandated testing periods, planned field trips, etc.

All exceptions to the restrictions described must be approved by the Executive Director of the Human Resources Department.

Employees who have accumulated more than three (3) personal leave days at the end of the year shall be paid a stipend equal to the daily rate for a substitute teacher in order to bring the total back down to three days (ie. 5 days of personal leave would result in 2.0 x sub rate; 4.5 days of personal leave would result in 1.5 x sub rate; 4 days of personal leave would result in 1.0 x sub rate; and 3.5 days of personal leave would result in .5 x sub rate). This stipend will be included in the employee's June paycheck. The employee shall continue to have five days of personal leave available to use in the following school year after receiving the two days at the beginning of the year.

D. DISABILITY LEAVE POLICY.

1. Leaves of absence for personal sickness and injury shall be granted only for the period that the Employee is actually physically disabled from performing his or her usual duties.
2. Wage indemnification will be paid for the number of days that the Employee has accrued and not used for the period that the Employee is actually physically incapacitated from performing his or her usual duties.
3. An Employee shall notify his or her principal or supervisor as soon as it is known that he or she will be absent from his or her duties because of physical incapacity. If the absence probably will be for three (3) or more consecutive days the Employee shall notify his or her principal or supervisor of the name and address of the attending physician who will confirm that the Employee is physically disabled from performing his or her usual duties and shall provide the School District, upon request, written verification of such incapacity and the date upon which it is expected that the Employee will be able to return to his or her usual duties. Such written verification, when requested, shall be furnished before an Employee may be paid for sick leave.
4. If the period of disability will include or commence with hospitalization for reasons that do not arise out of an immediate emergency, the Employee shall notify his or her principal or supervisor as soon as such fact is known and confirmed by his or her doctor of the probable date of hospitalization, probable recovery period at home, and the probable date that the Employee will be physically able to return to his or her usual duties. Wage indemnification pursuant to paragraph 2 shall commence upon the first day of hospitalization (if the Employee does not work that day; otherwise the second day of hospitalization), and continue until the number of days accrued are exhausted or the Employee is physically able to return to his or her usual duties, whichever first occurs. Examples are prostate surgery, gall bladder surgery, hysterectomy, pregnancy, etc. If for medical reasons personal to the Employee, the attending physician notifies the School District, in writing, that the Employee is physically disabled from performing his or her duties prior to actual hospital confinement, wage indemnification shall commence on the first day of such disability for which the Employee has not been paid. If the disability commences with hospitalization and does not arise out of an immediate emergency, Employees are expected to perform their usual duties until the date of actual hospitalization. If the period of actual physical disability of the Employee will continue for more than three (3) weeks, he or she shall give the School District at least two (2) weeks' notice prior to the date of the return to the usual duties.
5. In the event an Employee desires additional personal leave attending such Employee's actual leave for physical disability, such leave may be granted at the discretion of the Superintendent. If such leave is desired, the Employee shall request the same at the time he or she notifies his or her principal or supervisor that the Employee will be absent because of physical disability. At such time, the Employee shall request the dates of the additional leave desired. If such additional leave does not interfere with the needs of the Employer, it may be granted or modified to the extent necessary. The Employee shall be notified thereof as soon as practical, at which time the Employee may either accept or reject the additional leave for personal reasons offered by the Employer.
6. The Employer shall make contributions to the retirement system, health and accident insurance policy, FICA taxes, and other fringe benefits of an Employee while on disability leave only, and then only to the extent that such Employee has accrued and not used wage indemnification due pursuant to paragraph 2 hereof.
7. An Employee's seniority, wage bracket, and right to accrue additional leave for personal illness or injury shall continue for the duration of any leave for physical disability and additional leave in conjunction therewith granted by the School District. The Employee may, if permitted by the insurance company, maintain his or her participation in the health and accident insurance program of the District by making timely payments to the District of the entire premiums due during periods of disability leave and additional leave granted in conjunction therewith, when such premiums are not payable by the School District.
8. The Employer may request and the Employee shall submit to an independent medical evaluation by a licensed medical practitioner of the State of Iowa to determine if such Employee is actually physically disabled from performing

his or her usual duties at any time while such Employee is on disability leave or has requested such leave. The determination of the independent medical practitioner shall be determinative of the issue, unless it is shown not to be based upon acceptable medical standards in the Johnston Community School District area.

E. ASSOCIATION LEAVE. Up to fifteen (15) days shall be available for representatives of the Association to use at its discretion. The Association shall reimburse the School District of the cost of the substitute and there shall be no deduction from the Employee's pay, or other leaves. No one person may take more than ten (10) days' Association leave.

F. MILITARY LEAVE. A leave of absence for military purposes shall be granted for a time not to exceed the enlistment or draft period. On completion of military service, an Employee shall be entitled to reinstatement at the same salary-step salary he/she would have received had he/she not taken such leave, subject to the conditions that the position was not abolished, that the Employee is physically and mentally capable of performing duties of the position, that the Employee makes written application for reinstatement to the Superintendent within ninety (90) days of termination of military service, and that the Employee submits an honorable discharge from the military service. Such leave shall be without pay except during the first thirty (30) days of absence.

A leave of absence for reserve training shall be granted for a period not exceeding a total of thirty (30) days in any calendar year. Such leave shall be without loss of pay but reserve training shall be taken at times school is not in session whenever possible.

G. PROFESSIONAL LEAVE. Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Principal or designee or the Superintendent. If any Employee wishes to attend a professional meeting, application shall be made with the principal at least one week prior to the first day of anticipated absence and must be filed not less than two days prior to such absence with the Superintendent. The principal shall make a recommendation to the Superintendent.

H. JURY DUTY. In the absence of limiting circumstances, Employees of the School District may be excused for jury duty. Employees must notify Human Resources and their immediate Supervisor within 24 hours of receiving the notification summons. The employee must provide Human Resources a copy of the summons at which time the Human Resources office will send the Employee complete instructions on the Jury Duty process with the new Board Policy. Employees are instructed to submit a copy of the jury reimbursement check, deposit that check, and write a personal check payable to Johnston Community Schools, reimbursing the District for the stipend portion of the Jury service. Employees keep any mileage reimbursement.

I. SABBATICAL LEAVE. Sabbatical leave shall be granted without pay and benefits to an Employee for study in an approved program, travel, or other reason recognized by the Board as being of advantage to the school system. A request for sabbatical leave shall be made in writing to the Superintendent no later than February 15 of the school year preceding the school year for which the leave is requested. A sabbatical leave may be for one or two consecutive semesters. No Employee shall be eligible for sabbatical leave until after seven (7) years full-time employment in the School District. The number of sabbatical leaves available shall not exceed two (2) in any school year. No more than one (1) person may be on sabbatical leave from a building. If more than the maximum number apply in a year, seniority shall be applied to determine who is eligible. During the period of sabbatical leave, an Employee may engage in remunerative employment and may accept grants or fellowships. Upon return from sabbatical leave, an Employee shall be placed on the salary schedule at the next step from that the Employee was on at the time leave was taken. There will be no loss of seniority while on sabbatical leave.

J. A leave of absence without pay for up to two (2) years shall be granted to an Employee for the purpose of serving as an officer of the Iowa State Education Association.

K. Religious Holidays. An employee shall be granted one (1) day per school year to be used for religious leave when one's religious affiliation requires the observance of a holiday during regular school hours. The person requesting the religious leave shall give notice by 4:00 PM two days in advance in writing to the principal or immediate supervisor stating the nature of the request. If employee does not have personal/emergency leave to use, the time may be granted as non-paid leave.

L. FMLA LEAVE. Employees who have been employed by the district for at least 12 months and have worked at least 1,250 hours during the last 12 months are eligible for up to 12 workweeks of leave permitted under the Family Medical Leave Act (FMLA). **For leaves related to the employee's health, sick leave may run concurrently. FMLA may be approved for up to 26 weeks to attend to the health needs of a military service member.**

During FMLA leave, the district shall continue its contribution to the cost of all benefits, including health insurance. FMLA leave and other leave provisions in this agreement that provide for paid leaves will run concurrently when regulations permit (Ex. Sick

leave and FMLA leave both start with the birth of a child). The provisions of the Family and Medical Leave Act and the regulations issued regarding it shall control the use of the FMLA leave. All questions regarding FMLA leave should be directed to the Human Services Department. Additional information can be found at the US Department of Labor web site <http://www.dol.gov/whd/fmla/>.

ARTICLE XIII
EMPLOYEE HOURS - EMPLOYEE WORK YEAR

A. Employees shall work an eight-hour day, which includes a 28-minute duty free lunch except for part time Employees as defined by individual contracts. Employees, upon request to the principal or designated supervisor, may leave at the conclusion of the instructional day or arrive at the start of the instructional day not more than five (5) days a year for doctor's or dentist's appointment or other personal business which cannot be scheduled after the eight hour day without deduction from personal leave.

Except for Employees assigned to bus supervision, Employees may leave after the busses leave the building on the last day of a workweek or on the day of open house. When school is dismissed early for bad weather, Employees may leave once the building Administrators have verified all responsibilities with students are complete.

B. Working days in the school when students are not in attendance shall be used for tasks and work assigned by the Superintendent or a designee.

C. Employees may be required to attend without additional compensation not more than seven (7) faculty or professional meetings per year, not to exceed sixty (60) minutes **per meeting** either before or after the regular workday.

Meetings shall not be called on Friday afternoon or in the afternoon of a day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in case of emergency.

In addition, Employees may be required without additional compensation to attend one open house and not more than three (3) evening assignments outside the regular school day not to exceed three (3) hours per assignment. Evening assignments beyond three (3) and/or over three (3) hours will be compensated at the schedule B supervision rate.

D. Employee Work Year. Except for first year Employees, there will be no more than one hundred ninety-four (194) paid contractual days in the school year, excluding Employees having extended or supplemental contracts. The regular term of employment shall be as noted in each Employee's contract. These days shall be counted as follows:

1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year, in the Superintendent's discretion.
2. There shall be (5) days/forty (40) hours of professional development to be scheduled at the Superintendent's discretion within the 194-day contract.
3. There shall be the equivalent of two (2) parent-teacher conference days scheduled at the discretion of the Superintendent.
4. There shall be five (5) paid holidays which shall consist of: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day.
5. There shall be the equivalent of two (2) workdays scheduled during the school year.
6. First year Employees shall attend the equivalent of four (4) additional days orientation to be scheduled at the Superintendent's discretion.

E. When school is closed for students during an emergency which is beyond the control of the administration and Employees, Employees of that school shall have, after students are dismissed, direction from the building principal as to work responsibilities during the remainder of the day.

F. Employees may leave school grounds during lunch period if the Employee does not have assigned duties and the Employee signs out at the building office.

ARTICLE XV
SAFETY

- A. Parking facilities shall be provided for Employees' use, free of cost.
- B. An Employee may, within the scope of employment, and to the extent authorized by law, use and apply such amount of force as is reasonable and necessary.
- C. No Employee shall be required to search for a bomb in case of a bomb threat.
- D. Employees shall immediately report cases of assault suffered by the Employee in connection with their employment to their principal or other immediate supervisor, and to the Association. Such assaults shall be reported to the police if necessary. Either the building principal, the immediate supervisor of the Employee involved, the Employee involved, or the Association, may report the assault to the police.
- E. The Employer will exert every reasonable and lawful effort to provide and maintain safe working conditions for the Employees. The Association will cooperate in this effort and will encourage all Employees to work in a safe manner.
- F. If the Employer, pursuant to school policy or rule or state or federal law or regulation, requires any protective equipment or devices, the Employer shall provide such equipment or devices. The Employee shall be responsible for the proper care and use of any such equipment provide.

ARTICLE XVI
EMPLOYEE EVALUATION

A. ASSIGNED EMPLOYEES. Within twelve (12) school days after the beginning of each school year, the building principal(s) or appropriate supervisor(s) shall acquaint each Employee under his/her supervision with the formal evaluation procedures and instruments and advise each Employee as to the designated supervisor(s) who will observe and evaluate performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed. A new Employee or an Employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor(s) of the evaluation procedures in effect.

Such notification shall be within two (2) weeks of the first day in the new assignment.

B. UNASSIGNED EMPLOYEES. A designated building principal(s) or appropriate supervisor(s) of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees.

C. REQUIRED FORMAL OBSERVATIONS.

1. Employees new to the district shall be formally evaluated at least three (3) times during their first year with the district at least twice before winter break and at least once before spring break. In addition, they shall be evaluated once during their second year of employment. There shall be at least a ten- (10) school-day period between each formal evaluation. New coaches and assistant coaches shall be formally evaluated at least once during each of the first two (2) years of employment.

2. Other Employees shall be formally evaluated at least once every third year. The principal or designated supervisor may schedule other formal evaluations at any time. Employees may request an additional formal evaluation by making a written request to the building principal prior to February 1st in any year and such additional formal evaluation shall be made by the principal or designated supervisor. Coaches and assistant coaches shall be formally evaluated once every three (3) years after their initial two years of employment.

D. FORMAL EVALUATION PROCEDURES. The building principal or appropriate supervisor shall evaluate each Employee who is on-cycle. Such evaluations shall be based upon the evaluation procedures explained at the beginning of the school year. All formal evaluations shall be pre-arranged on a mutually agreed upon date. Each formal evaluation will consist of the following:

1. Pre-observation Conference. A pre-observation conference must be held between the appropriate supervisor and the Employee no more than three (3) days prior to the formal observation. This timeline can be extended by mutual agreement between the Employee and Evaluator.

2. Length. Each formal observation will be at least thirty (30) minutes, consecutively, unless emergencies arise which cause the observation to be a lesser amount of time.

3. Post Observation Conference. Within seven (7) school days following the formal observation, the principal or other supervisor will schedule a post-observation conference. A written evaluation of the formal observation shall be given to the Employee (either before, during, or after the conference, but no later than 10 days following the post conference). Both the evaluator and the Employee shall sign the written evaluation and a copy signed by both parties shall be given to the Employee. The Employee's signature does not necessarily mean agreement with the evaluation, but rather, awareness of the content.

4. Informal Observation. If a principal or other supervisor writes up an informal observation, it shall be dated and signed and a copy shall be given promptly to the Employee.

5. Evaluation Summary. Before the 1st of April, all evaluations for teachers on cycle should be completed, signed and a copy forwarded to Human Resources.

6. If a non-probationary Employee does not agree with the evaluator's summative evaluation, the Employee may request a review of his/her performance utilizing a team approach. This request must be made in writing to the evaluator within five (5) school days of receipt of the summative evaluation. The review team shall consist of the evaluator and a Johnston School District administrator mutually agreed upon by the Employee and the evaluator. If mutual agreement cannot be reached, the Superintendent or his/her designee shall appoint the administrator for the team review. After the review the Employee may grieve the evaluation. The evaluation will be sustained unless it is not based on evaluation criteria, the procedures of this article, or is without basis in fact.

7. Formal Evaluation Criteria. Formal written evaluations shall be based upon an Employee's skill, ability, competence, or professionalism.

8. Coaches and Assistant Coaches. The following formal evaluation procedure shall apply to coaches and assistant coaches:

a. The principal, Activities Director, or appropriate supervisor will formally evaluate all head coaches and assistant coaches.

b. All formal observations shall be pre-arranged on a mutually agreed upon date.

c. A pre-observation conference must be held prior to the formal observation if requested by either the coach or the evaluator.

d. The principal, Activities Director, or appropriate supervisor shall provide a written evaluation summary to the coach, and a conference shall be held between the principal, Activities Director, or appropriate supervisor no more than fifteen (15) school days after the last event of the season. Both parties shall sign the last page of the evaluation summary and a copy shall be placed in the coach's personnel file. The Employee's signature does not necessarily mean agreement with the evaluation summary, but rather awareness of the content.

E. PERSONNEL FILE REVIEW. Employees shall have the opportunity to review their personnel files, both at the building level and the central administration office, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the principal, Superintendent, or a designee, and such review shall be during ordinary office hours and at a time when the Employee is not required to be on duty. No material shall be removed from the file by the Employee during such review. At the Employee's request, a representative of the Association may accompany the Employee when the Employee reviews his or her file. An Employee may meet with the Executive Director of Human Resources, the evaluating supervisor and an Association representative of the Employee's choice to review material contained in the Employee's personal file to discuss modifications or removal of such items in the file.

F. RESPONSES. The Employee shall have the right to respond to all materials contained in the Employee's personnel file, such responses to be dated and signed, and a copy provided to the Executive Director of Human Services, principal or immediate supervisor. Such responses shall be placed in the Employee's personnel file, which shall preserve the Employee's response in the event of adverse personnel action based upon materials placed in the file.

G. SUPPORTIVE ASSISTANCE PLAN. If a non-probationary Employee does not meet the supervisor's expectations through the formal evaluation process, the Employee may be placed on a supportive assistance plan. Employees who are placed on a supportive assistance plan will have the right to grieve. A grievance may not be filed until the Employee, an Association representative, the supervisor, and the Executive Director of Human Resources have met to review the evaluation and the supportive assistance plan. If an evaluation is grieved, the evaluation will be sustained unless it is not based on evaluation criteria, has violated procedures of this article, or is without basis in fact.

ARTICLE XVIII SENIORITY PROVISIONS

All Employees of the School District shall be considered probationary Employees as defined by Iowa Code Section 279.19. At the end of the probationary period if the work of the Employee is satisfactory, the Employee shall have the probationary status terminated.

A probationary Employee shall have no seniority until the Employee has completed the probationary period, and at that time, the Employee will acquire seniority from the date the Employee commenced work. If an Employee is assigned to teach in more than one curricular or subject area specified in Article XIV, paragraph C1., the Employee shall accrue seniority in each curricular or subject area when assigned in more than one curricular or subject area.

Seniority shall be determined after the completion of probation by the number of years of employment in the Johnston Community School District in a bargaining unit position under contract from the last date of hire.

The seniority list shall include the rank number, teacher's name, date the Employee commenced work, years of service in a curricular or subject area, and years of service in the bargaining unit in the School District.

Employees with the same hiring date shall be placed on the seniority list in order of the last four digits of their Social Security number. (Lower number will have higher seniority.)

The seniority list shall be posted electronically **by January 15th**. Employees shall have thirty (30) calendar days to raise objections to their seniority rating. Any objections are waived until the time of the next posting if not made within the 30-day period.

Part-time Employees or Employees who are hired during the school year shall be entitled to credit for length of service in the same proportion that the time regularly worked by such Employee bears to the time regularly worked by full-time Employees or Employees hired for the entire school year.

ARTICLE XIX CONTINUING EDUCATION

A. Employees desiring reclassification on the salary schedule shall take courses at an accredited college or university. All courses taken to meet this provision shall be approved in advance by the Superintendent or his/her authorized representative.

B. Employees with a Master's Degree desiring reclassification on the salary schedule may continue to take course work. The Superintendent or his/her authorized representative shall be notified of the intent to take course work and will give approval.

C. Only graduate credit taken at an accredited college or university may be used for salary reclassification. One out of every five credit hours required for reclassification on the salary schedule may be approved Staff Development Credits. Such course or seminar work will apply toward a Continuing Education stipend and/or educational lane change on the salary schedule. Employees must be under continuing contract employment for eligibility for salary reclassification payments.

D. An Employee must file by May 1 of the current school year in order to qualify for a salary reclassification for the following school year. Verification of credits earned for salary reclassification shall be filed with the secretary of the Board of Education no later than October 15 for the Employee to earn a salary reclassification. Salary reclassification payment shall be retroactive to the beginning of the contract year.

E. For tuition reimbursement purposes, all classes must be completed by June 30th of the current fiscal (contract) year with complete tuition reimbursement requests turned into the Human Resource Office by July 31st. Classes completed after June 30th are eligible for reimbursement in the new fiscal (contract) year and applied against the new fiscal (contract) year benefit. (Classes completed by June 30th are eligible for tuition reimbursement for that fiscal (contract) year only and cannot be applied to a future year benefit.) Employees who have been awarded grants or scholarships must first apply these to tuition costs. Any uncovered tuition costs up to the maximum benefit may be submitted for reimbursement.

F. PROFESSIONAL GROWTH REQUIREMENT.

1. Employees are required to meet the State certification requirement.

2. Employees in a BA classification who complete approved undergraduate courses, graduate courses or seminar work toward the Continuing Education requirement in any fiscal year shall be reimbursed up to Nine Hundred Dollars (\$900). Employees in a MA classification shall be reimbursed up to Six Hundred Dollars (\$600).

G. Payment for supervising student teachers received from the participating colleges or universities will be paid directly to the Employee involved in the supervision of a participating student teacher. Any arrangements for tuition or college credit that might be obtainable to the supervising teacher is up to the teacher to do with as he/she sees fit.

H. Acceptance of the responsibility for the supervision of a student teacher shall be voluntary on the part of the supervising teacher.

**ARTICLE XX
DURATION**

1. Duration Period

This agreement shall be effective as of August 1, 2017 and shall continue in effect until July 31, 2020. This is a three (3) year agreement for all articles except Article XI-Insurance and Article XX-Duration in regard to Salary Schedule A and Salary Schedule B.

2. Notification

A. Either party may give written notice to the other party to modify Schedules A and B for fiscal year 2018-2019 on or before the 15th day of January, 2018. If such notice is given, the modification shall be effective at the end of the contract term. If no such notice is given, the agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to modify. The District and Association have agreed to a 2% package (includes all salary and benefit increases) for fiscal year 2018-2019.

B. Either party may give written notice to the other party to modify Schedules A and B for fiscal year 2019-2020 on or before the 15th day of January, 2019. If such notice is given, the modification shall be effective at the end of the contract term. If no such notice is given, the agreement shall remain in effect for one additional year and from year to year thereafter until such notice is given by either party of its intention to modify. The District and Association have agreed to a 2% package (includes all salary and benefit increases) for fiscal year 2019-2020.

This Agreement signed:

JOHNSTON EDUCATION ASSOCIATION

JOHNSTON COMMUNITY SCHOOL DISTRICT

By _____
President

By _____
President, Board of Directors

By _____
Bargaining Chairperson

By _____
Secretary, Board of Directors

**JOHNSTON COMMUNITY SCHOOL DISTRICT
2018-2019 Salary Schedule A**

Horizontal Increments—BA-BA30 \$900
Horizontal Increments—BA30-MA \$1,800
Horizontal Increments—MA-MA60 \$1,350

Generator B \$36,630
\$6,640 TSS

Vertical Increments—Lane BA-BA30 \$985
Vertical Increments-MA \$1,170
Vertical Increments-MA15 \$1,220
Vertical Increments-MA30 \$1,270
Vertical Increments-MA45 \$1,320
Vertical Increments-MA60 \$1,370

Step	BA	BA 10	BA 20	BA 30	MA*	MA 15	MA 30	MA 45	MA 60
4 Total	\$46,225	\$47,125	\$48,025	\$48,925	\$51,280	\$52,780	\$54,280	\$55,780	\$57,280
5 Total	\$47,210	\$48,110	\$49,010	\$49,910	\$52,450	\$54,000	\$55,550	\$57,100	\$58,650
6 Total	\$48,195	\$49,095	\$49,995	\$50,895	\$53,620	\$55,220	\$56,820	\$58,420	\$60,020
7 Total	\$49,180	\$50,080	\$50,980	\$51,880	\$54,790	\$56,440	\$58,090	\$59,740	\$61,390
8 Total	\$50,165	\$51,065	\$51,965	\$52,865	\$55,960	\$57,660	\$59,360	\$61,060	\$62,760
9 Total	\$51,150	\$52,050	\$52,950	\$53,850	\$57,130	\$58,880	\$60,630	\$62,380	\$64,130
10 Total	\$52,135	\$53,035	\$53,935	\$54,835	\$58,300	\$60,100	\$61,900	\$63,700	\$65,500
11 Total	\$53,120	\$54,020	\$54,920	\$55,820	\$59,470	\$61,320	\$63,170	\$65,020	\$66,870
12 Total	\$54,105	\$55,005	\$55,905	\$56,805	\$60,640	\$62,540	\$64,440	\$66,340	\$68,240
13 Total	\$55,090	\$55,990	\$56,890	\$57,790	\$61,810	\$63,760	\$65,710	\$67,660	\$69,610
14 Total	\$56,075	\$56,975	\$57,875	\$58,775	\$62,980	\$64,980	\$66,980	\$68,980	\$70,980
15 Total	\$57,060	\$57,960	\$58,860	\$59,760	\$64,150	\$66,200	\$68,250	\$70,300	\$72,350
16 Total	\$58,045	\$58,945	\$59,845	\$60,745	\$65,320	\$67,420	\$69,520	\$71,620	\$73,720
17 Total	\$59,030	\$59,930	\$60,830	\$61,730	\$66,490	\$68,640	\$70,790	\$72,940	\$75,090
18 Total	\$60,015	\$60,915	\$61,815	\$62,715	\$67,660	\$69,860	\$72,060	\$74,260	\$76,460
19 Total		\$61,900	\$62,800	\$63,700	\$68,830	\$71,080	\$73,330	\$75,580	\$77,830
20 Total		\$62,885	\$63,785	\$64,685	\$70,000	\$72,300	\$74,600	\$76,900	\$79,200
21 Total		\$63,870	\$64,770	\$65,670	\$71,170	\$73,520	\$75,870	\$78,220	\$80,570
22 Total		\$64,855	\$65,755	\$66,655	\$72,340	\$74,740	\$77,140	\$79,540	\$81,940
23 Total					\$73,510	\$75,960	\$78,410	\$80,860	\$83,310
24 Total					\$74,680	\$77,180	\$79,680	\$82,180	\$84,680
25 Total					\$75,850	\$78,400	\$80,950	\$83,500	\$86,050
26 Total					\$77,020	\$79,620	\$82,220	\$84,820	\$87,420
27 Total						\$80,840	\$83,490	\$86,140	\$88,790

*Employees with a Master's Degree shall be paid at the Master's level regardless of the Master's area of specialty.

Employees with a doctorate degree will receive a \$1,000 stipend above the appropriate MA 60 step.

Employees with National Board Certification who do not receive a state stipend will receive a district stipend of \$1,000 each year the certification is valid.

**JOHNSTON COMMUNITY SCHOOL DISTRICT
2018-2019 Schedule B**

Base Pay: \$ 36,630

Group 1 **H.S. Head Coaches**
Percent of BA Step 18.0%

Step	1	2	3	4	5	6
Baseball	\$ 6,593	\$ 6,771	\$ 6,948	\$ 7,125	\$ 7,303	\$ 7,480
Basketball						
Football						
Soccer						
Softball						
Swimming						
Track						
Volleyball						
Wrestling						
Strength & Conditioning Coordinator						

Group 2 **H.S. Assistant Coach & Selected Head Coaches**
Percent of BA Step 11.0%

Step	1	2	3	4	5	6
Baseball	\$ 4,029	\$ 4,138	\$4,246	\$ 4,354	\$4,463	\$4,571
Basketball						
Head HS Dance						
Football						
Head Cross Country						
Head Golf						
Head Tennis						
Soccer						
Softball						
Swimming						
Track						
Volleyball						
Wrestling						

Group 3 **M.S. Head Coach and Selected H.S. Coaches**
Percent of BA Step 7.5%

Step	1	2	3	4	5	6
Asst HS Dance	\$ 2,747	\$ 2,821	\$ 2,895	\$ 2,969	\$ 3,043	\$ 3,117
Asst HS Cross Country						
Head MS Dance						
Asst HS Golf						
Asst HS Tennis						
Basketball						
Bowling						
Football						
HS Cheerleading (Winter)						
Wrestling						

Group 4 **M.S. Head Coach and Selected H.S. Coaches & Asst. Dir**
Percent of BA Step 7.0%

Step	1	2	3	4	5	6
Cross Country	\$ 2,564	\$ 2,633	\$ 2,702	\$ 2,771	\$ 2,840	\$ 2,909
Head Diving						
Softball						
Track						
Volleyball						
HS Innovation Asst. Dir						

**JOHNSTON COMMUNITY SCHOOL DISTRICT
2018-19 Schedule B**

Group 5 **M.S. Assistant Coaches**
Percent of BA Step 5.5%

Step	1	2	3	4	5	6
Basketball	\$ 2,015	\$ 2,069	\$ 2,123	\$ 2,177	\$ 2,231	\$ 2,286
Football						
HS Cheerleading (Fall)						
Wrestling						

Group 6 **M.S. Assistant Coaches**
Percent of BA Step 5.0%

Step	1	2	3	4	5	6
Asst HS Cheerleading (Winter)	\$ 1,832	\$ 1,881	\$ 1,930	\$ 1,979	\$ 2,029	\$ 2,078
Asst MS Cross Country						
MS Cheerleading						
Track						
Volleyball						

Group 7 **Selected Assistant Coaches & Vocal & Band**
Percent of BA Step 4.0%

Step	1	2	3	4	5	6
Asst HS Cheerleading (Fall)	\$ 1,465	\$ 1,505	\$ 1,544	\$ 1,583	\$ 1,632	\$ 1,662
Head MS Swim						
HS Synergy Asst. Dir						
HS Innovation Band Dir						
HS Synergy Band Dir						

Group 8 **H.S. Head Music**
Percent of BA Step 17.5%

Step	1	2	3	4	5	6
Instrumental	\$ 6,410	\$ 6,583	\$ 6,755	\$ 6,927	\$ 7,100	\$ 7,272
Vocal						

Group 9 **Performing Arts**
Percent of BA Step 12.0%

Step	1	2	3	4	5	6
8-12 Asst Instrumental	\$ 4,396	\$ 4,514	\$ 4,632	\$ 4,750	\$ 4,868	\$ 4,987
8-12 Asst Vocal						

Group 10 **6/7 M.S. Music and HS Yearbook & HS Choir**
Percent of BA Step 8.0%

Step	1	2	3	4	5	6
HS Yearbook	\$ 2,930	\$ 3,009	\$ 3,088	\$ 3,167	\$ 3,246	\$ 3,324
Instrumental						
Vocal						
HS Women's Show Choir						

**JOHNSTON COMMUNITY SCHOOL DISTRICT
2018-2019 Schedule B**

Group 11	
Percent of BA Step	<u>7.0%</u>
Debate	\$ 2,564
Fall Play	
HS Mock Trial	
HS Musical	
HS Newspaper	
Individual Speech	
Large Group Speech	
Group 12	
Percent of BA Step	<u>5.0%</u>
HS Student Council	\$ 1,832
MS Mock Trial	
HS National Honor Society	
Silver Cord	
Group 13	
Percent of BA Step	<u>3.5%</u>
HS Academic Competition	\$ 1,282
HS HyperStream Club	
HS Technology Std Assoc	
Jr/Sr Board	
MS Pom Squad	
MS Student Council	
MS HyperStream Club	
MS Yearbook	
MS Technology Std Assoc	
MS Show Band Director	
Group 14	
Percent of BA Step	<u>2.5%</u>
Best Buddies	\$ 916
Elementary Music	
First Tech Challenge	
Asst Marching Band (Flag, Percussion, etc.)	
HS Math Club	
HS Photo Club	
HS Prom	
HS Spanish Club	
Math Counts-MS	
Math Counts-SM	
SADD	
Science Olympiads	
Elementary DigiKidz Club	

**JOHNSTON COMMUNITY SCHOOL DISTRICT
2018-2019 Schedule B**

**Group 15
School Improvement Initiatives**

Technology	\$ 500
Coach	\$ 135

**Group 16
Building Initiatives**

Allocation	\$ 9,000
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	<u>Allocation</u>
High School	\$ 2,000
8-9 Middle School	\$ 1,500
Summit Middle School	\$ 1,500
Beaver Creek Elem.	\$ 800
Horizon Elem.	\$ 800
Lawson Elem.	\$ 800
Timber Ridge Elem.	\$ 800
Wallace Elem.	\$ 800
Totals	<u><u>\$ 9,000</u></u>

Weight Room Supervisor (Max 2 hrs./day for 144 days)	\$ 30.20 per hour
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Curriculum Development	\$ 32.85 per hour
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Tutor/ESL & Home School Instr.	\$ 23.65 per hour
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Staff Development (non-Phase 3 training)	\$ 32.85 per hour
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Saturday School	\$ 29.00 per hour
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MS Math Lab	\$ 29.00 per hour
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Letter of Understanding

A building level team will consider teacher-planning time. Planning time is important, and in setting the building schedule principals will give consideration to the needs of teachers for adequate planning time. Teachers acknowledge that emergencies that require supervision or assistance may interrupt a scheduled activity.

APPENDIX A
GRIEVANCE FORM

Employee _____

Building _____

Assigned Grade Level, Subject or Area _____

Level One –

The alleged violation was brought to the attention of the Principal or Designee, _____

_____ (name) on _____ (date), at Level One.

Level Two -

(a) Date alleged violation occurred _____

(b) Section(s) of contract alleged to have been violated _____

(c) Statement of Grievance* _____

(d) Relief Sought* _____

Employee's Signature _____

Date _____

Disposition by Principal or Designee _____

Signature of Principal or Designee _____

Date _____

Level Three-

(a) Signature of Aggrieved Person

Date submitted to Superintendent or Designee _____

(b) Disposition by Superintendent of Designee _____

Signature of Superintendent or Designee _____

Date _____

Level Four -

(a) Signature of Aggrieved Person _____

Signature of Association President _____

(b) Date submitted to arbitration _____

*Additional spaces needed, attach additional sheets.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION FOR EDUCATIONAL ASSOCIATION DUES

First Name	Initial	Last Name
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DUES

I hereby request and authorize the Board of Education of the Johnston Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the:

Name of the Association (Affiliate of the UniServ Unit, ISEA, NEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through the end of June, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date

Signature

Social Security No.

Johnston Community School District and Johnston Education Association
Memorandum of Understanding Regarding
Teacher Leadership and Compensation (TLC) System
Effective from August 1, 2017, through July 31, 2020

The Johnston Community School District (the “District”) and the Johnston Education Association (the “Association”) have reached agreement to the items listed below in regard to Master Contract articles that will be affected by implementation of the local Teacher Leadership and Compensation (“TLC”) System.

Except as otherwise outlined in this Memorandum of Understanding (“MOU”), all terms and conditions of the Master Contract shall continue in full force and effect. This MOU shall be in effect beginning August 1, 2017, and ending July 31, 2020 unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines.

ARTICLE I – WAGES & SALARIES

1. There are 7 separate leadership roles as stated in the District’s DE approved TLC application. In addition to the employee’s regular teaching contract, an employee selected for a leadership role shall also be issued a supplemental contract for a one-year assignment to that role that provides for additional days and supplemental pay as set forth in the District’s DE approved TLC application, which are as follows:

- a. **Model teachers** shall receive an annual \$2,000 stipend for up to five (5) additional days and additional responsibilities associated with this leadership position.
- b. **Lead teachers** shall receive an annual \$3,000 stipend for up to five (5) additional days and additional responsibilities associated with this leadership position.
- c. **Instructional coaches** shall receive an annual \$5,000 stipend for up to ten (10) additional days and additional responsibilities associated with this leadership position.
- d. **Instructional coaches** who are half time shall receive an annual \$4,000 stipend for up to (10) additional days and additional responsibilities associated with this leadership position.
- e. **Site-based committee teacher members** shall receive an annual \$2,000.00 stipend for additional responsibilities associated with this leadership position.
- f. **Teacher Leadership Facilitator**—shall receive an annual \$5,000 stipend for up to 10 additional days and additional responsibilities associated with this leadership position.
- g. **Instructional Mentors** shall receive an annual \$5,000 stipend for up to ten (10) additional days and additional responsibilities associated with this leadership position.

2. Any employee receiving a supplemental contract for a one-year assignment to a TLC role shall not receive any other supplemental and/or extended contract pay for the employee’s fulfillment of his or her TLC role. This paragraph shall not apply to an employee’s supplemental contract with the District for duties that are not related to the employee’s fulfillment of his or her TLC role.

ARTICLE II – REDUCTION OR ALIGNMENT OF STAFF

1. **Seniority:** An employee receiving a supplemental contract for a one-year assignment for a TLC role will be considered to be a regular, full-time bargaining unit position, and will maintain and continue to accrue seniority as specified in the Master Contract.
2. **Reduction or realignment:** If staff reductions or realignment occur due to a reduction in TLC funding or a modification in the District's TLC plan, the site council will be responsible for determining a process for reductions in specific areas.

OTHER CONSIDERATIONS

1. **Placement:** The placement of an employee into a TLC role shall be controlled by the criteria outlined in the District's DE approved TLC application.
2. **Removal:** The removal of an employee from a TLC role shall occur by either (a) the employee and the District mutually agreeing to remove the employee from the role, (b) the employee providing written resignation that is accepted by the District or (c) the District removing the employee from the role after providing the employee appropriate due process.
3. **Placement after removal:** If an employee is removed from a TLC role, the employee will be placed in the employee's former teaching position, or if the former teaching position is not vacant and/or does not exist, to another teaching position for which the employee is qualified that is within the employee's area and category and that is as near as possible to the employee's prior teaching position, as determined by the Superintendent or designee.
4. **Assessment of Performance:** The assignment of a teacher to a TLC position will be subject to review by the school district's administration at least annually. The review shall include peer feedback on the effectiveness of the teacher's performance of the duties specific to the teacher's TLC position.
5. **Separation from Teacher Evaluation:** This memorandum of understanding will establish a wall between the TLC system and the evaluation process for the performance of teaching duties. Teachers in TLC positions will not evaluate other teachers.

Johnston Community School District and Johnston Education Association
Memorandum of Understanding Regarding
Reduction in Force and Transfer Procedures
Effective August 1, 2017, through July 31, 2020

The Employer agrees to consider the Association's input when creating the reduction in force and transfer procedures to be placed in an employee handbook.

For the Johnston Education Association

For the Johnston Community School District

Date

Date