



Johnston Community School District
Employee Handbook

Appendix A for Certified Staff

2023-2024

Table of Contents

Grievance Procedures	3
Transfer Procedures	5
Voluntary	5
Involuntary.....	5
Procedure for Staff Reduction	6
Decision and Categories.....	6
Seniority Provisions	6
Insurance	8
Employee Evaluation	9
School Improvement Committees.....	13
Safety	13
Leaves of Absence	14
Continuing Education	17
Teacher Leadership and Compensation (TLC) System.....	18
Wages & Salaries	18
Reduction or Alignment of Staff	19
Other Considerations	19

Grievance Procedures

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 employee handbook appendix.
2. AGGRIEVED PERSON. An "aggrieved person" is the Employee making the complaint affected by the interpretation or application of this employee handbook appendix 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.

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 this employee handbook appendix 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.

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 three 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.
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.

Transfer Procedures

Definition: Reassignment of an Employee more than half-time to a different grade level, curricular subject area, or building shall be considered a transfer.

Voluntary

Notification

The district shall determine when a vacancy occurs for purposes of voluntary transfer. Notice of vacancies open for voluntary transfer will be posted/advertised internally for at least five (5) business days.

Filing Requests

Employees who desire a transfer may submit their request as directed in the posting notice.

Determination

Each Employee filing a request for transfer shall be considered among the applicants for the vacancy. The decision or determination of transfer shall be based solely on professional judgment of the administration and will best serve the District and its students.

Involuntary

Right of Assignment

The District retains the right to assign and re-assign staff to those positions and assignments which will best serve the District and its students. Prior to declaring a vacancy open for voluntary transfer, the District may fill a position by means of involuntary transfer.

Notification

Notice of an involuntary transfer shall be given in writing to the affected Employee with at least two weeks advance notice whenever possible.

Procedure for Staff Reduction

Decision and Categories

The District will determine when a reduction of staff is necessary and the category where the reduction will occur. The categories for JEA reduction of staff are as follows:

Grades Kdg.-6	Art K-12	Nurse
Pre-K	Industrial Arts	Information Literacy Specialists
English 7-12	Vocal Music K-12	ELP Program
Math 7-12	Instrumental Music K-12	Title I/Reading
Science 7-12	World Language	School Counselors
Social Studies 7-12	Health	Student Support Facilitators
Special Education K-12	Business Ed.	Early Childhood Special Education
Vocational Agriculture	P.E. K-12	Family Consumer Sciences
English Language Learner Program		

Employees will be placed in any category in which the Employee has worked in the District within the past five (5) years. An Employee will be determined to have taught in a category if he or she has worked at least one (1) year in that category in a regular work assignment.

The Superintendent or designee may add categories when a position does not correspond well to the listed categories.

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 the categories above, 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 the order of the last four digits of their Social Security number. (Lower number will have the 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.

Order

1. Whenever a reduction of staff is deemed necessary, the District shall attempt to accomplish same by attrition of Employees within the category where the reduction is to be made.
2. In the event the necessary reduction cannot be adequately accomplished by attrition, contract renewals will be given to the Employees with the greater school district seniority in the category where the reduction is to be made.
3. Any Employee selected for staff reduction from one category who has worked in another category in the last five years, may displace (bump) the least senior Employee in the other category. If the Employee chooses to exercise this right, the Employee must notify the Superintendent or designee via e-mail of such intention within three (3) school days of notification of reduction.
4. Any Employee displaced (bumped) through no. 3 above shall have the same right to displace (bump) the least senior Employee in another category in which the bumped Employee has worked in the last five years.

Part-Time

These procedures shall not require the District to reduce an Employee if the reduction would create part-time positions.

Recall

1. Any Employee reduced for staff reduction reasons shall have recall rights to the category held at the time of reduction for one (1) year from the effective date of reduction, and shall be recalled to vacant positions in such category in inverse order of reduction (inverse means last reduced, first recalled). Employees reduced for staff reduction purposes may apply for open positions in other categories. An Employee who rejects a position for which he or she is eligible will be removed from the recall list and lose all recall rights.
2. Any Employee re-employed by exercising recall rights shall be placed at the step on the salary schedule for which he or she is eligible. No fringe benefits shall accrue during such period. The Employee will advance to the next step he/she should have been on had the Employee not been reduced.

3. An Employee on recall must notify the Office of Human Resources of any change of email address and phone number for as long as the Employee is on recall.
4. A reduced Employee is automatically on recall until June 1 of the following year.
5. Notice of recall shall be sent via email. The reduced Employee shall have ten (10) calendar days after receipt or attempted delivery to respond to the notice of recall. Any reduced Employee who fails to respond within ten (10) calendar days will be removed from the recall list and lose all recall rights.

Insurance

The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 in each fiscal year. For the purpose of this section, an eligible Employee means any Employee who holds a contract greater than 0.5 full time equivalent (FTE).

Eligible Employees will receive health, major medical and long-term disability, dental and life insurance.

A. Health, Major Medical and Long-Term Disability

1. Each full-time Employee shall be covered by a health and major medical program. Details related to coverage are available on Employee Online. The Employer shall contribute \$759 per month and each Employee shall contribute two dollars (\$2) per month for the Employee's single rate premium for the health and major medical program.
2. The Employer shall contribute an additional three hundred and eighty-nine dollars (\$389) or four hundred and ninety-nine dollars (\$499) per month based on the family plan selected.
3. Each Employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

B. Dental Insurance. Each full-time Employee shall be covered by a dental insurance plan paid for by the Employer not to exceed fourteen dollars (\$14.00) per month. The dental insurance plan shall permit an Employee to purchase coverage for spouse and dependent children at the Employee's expense. Details related to coverage are available on Employee Online.

C. Life Insurance. Each full-time 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.

Insurance Deduction

Upon appropriate authorization from the Employee, the Employer shall deduct an Employee's contribution to insurance under this section.

Selection of Carriers

The 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.

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.

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

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 profession and/or with an initial license 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. Employees new to the district shall be formally evaluated at least once during their first year and second year with the

district, before spring break. In addition, both employees new to the profession and new to the district shall be evaluated once during their second year of employment, before spring break. 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 3-5 working days following the formal observation, the principal or other supervisor will schedule a post-observation conference. An electronic evaluation of the formal observation shall be available 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 acknowledge the electronic evaluation and the evaluation finalized by the supervisor and acknowledged by the Employee will be stored in the Frontline Professional Growth system. The Employee's acknowledgment does not necessarily mean agreement with the evaluation, but rather, awareness of the content.
4. Informal Observations. If a principal or other supervisor conducts an informal observation, it shall be dated and electronically signed and a copy shall be promptly available to the Employee.
5. Evaluation Summary. Before the 1st of April, all evaluations for teachers on cycle should be completed, finalized and acknowledged in the Frontline Professional Growth system.

Prior to the post-conference and summative report, the evaluator will:

- Review notes from the formal and informal observations;
- Consider other artifacts and data provided by the evaluatee.

The information above is used to complete the summative report. The evaluator's ratings and comments are sent to the evaluatee electronically. The evaluatee is encouraged to respond to the evaluators' comments and ratings, as well as provide self-evaluation reflections, and return the summative report to the evaluator electronically. This electronic exchange should be completed at least 24 hours prior to the post-conference, having given the evaluatee at least two full working days to complete their response.

The Summative Evaluation Conference is to be completed after the last observation and no later than April 1st. During this conference, the Summative Report is discussed, including but not limited to the following:

- Strengths (Distinguished or Proficient)
- Evidence for growth (basic)
- Areas in need of improvement (Unsatisfactory)

During the Summative Evaluation Conference, annual conference in the fall, or both, the evaluator and evaluatee discuss goal areas for the Individual Teacher Professional Development Plan. The goal focus for beginning teachers will be the collection of artifacts supporting Iowa Teaching Standards as detailed in the Essential 10 Components of the Professional Growth Model.

The Probationary Status Form is completed either during the Summative Evaluation Conference or no later than April 1 of the current year.

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 section, or is without basis in fact.
7. Formal Evaluation Criteria. Formal evaluations shall be based upon an Employee's skill, ability, competence, and 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 an electronic 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 acknowledge the evaluation summary and a copy will be stored in the Frontline Professional Growth system. The Employee's acknowledgement 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 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 Director of Human Resources, 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 Assistant 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 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 section, or is without basis in fact.

School Improvement Committees

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.

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. If an Employee and/or the Association makes a report to the police they should also make a report to district administration.
- 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.

Leaves of Absence

All leave shall be taken in quarter-day increments.

- 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:

First year of employment	12 days
Second year of employment	12 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
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. In the case of an absence due to a healthcare appointment, the Employer may request medical proof of attendance at any time prior to the employee receiving pay for personal illness leave.

Employees shall verify in the Absence Management system, 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 or a maximum of ten (10) days for a spouse or child. A maximum of five (5) days may be used for the death(s) of non-relatives. This leave may be used in quarter-day increments upon the supervisor's approval. Unlike other leaves, this leave is not subject to being prorated. The Employer reserves the right to request documentation to support the leave.

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 eight (8) 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. In the case of an absence due to a healthcare appointment, the Employer may request medical proof of attendance at any time prior to the employee receiving pay for family 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 scheduled school recess day for both staff and students, 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 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 (i.e. 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.

3. Adoption Leave. Employees adopting a child may use up to ten (10) sick days following the legal adoption of the child. The ten (10) days must be used consecutively.
- D. 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.

- E. 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 or his/her designee. 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 or his/her designee. The principal shall make a recommendation to the Superintendent or his/her designee.
- F. 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 contained within 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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 handbook 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 Resources Department. Additional information can be found at the US Department of Labor web site <https://www.dol.gov/agencies/whd/fmla>.

Continuing Education

A. Professional Growth Requirement

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

B. Tuition Reimbursement

- a. 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).
- b. All coursework must be preapproved.
- c. Reimbursement will be issued with funds from the fiscal year (July 1 – June 30) in which the course is completed.
 - i. Courses completed by June 30th of the current fiscal (contract) year will be reimbursed from the current fiscal year. The tuition reimbursement request and supporting documentation must be turned into the Human Resource Department by July 31st.
 - ii. Courses completed by June 30th are eligible for tuition reimbursement for that fiscal (contract) year only and cannot be applied to a future year benefit.
 - iii. Courses completed after June 30th are eligible for reimbursement in the new fiscal (contract) year and applied against the new fiscal (contract) year benefit.
- d. 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.

C. Salary Schedule Lane Advancement

- a. An Employee must file a notification of salary lane change by May 1 of the current school year in order to qualify for a salary reclassification for the following school year.

- b. Verification of credits earned for salary reclassification shall be filed with the Human Resources Department no later than October 15 for the Employee to earn a salary reclassification.
 - c. Salary reclassification payment shall be retroactive to the beginning of the contract year.
 - d. Employees desiring reclassification on the salary schedule shall take courses at an accredited college or university. Four out of every five credits earned must be graduate credit.
 - e. One out of every five credit hours required for reclassification on the salary schedule may be approved staff development credit.
 - f. Employees must be under continuing contract employment for eligibility for salary reclassification payments.
- D. Supervising Student Teaching & Practicum Placements
- 1. Acceptance of the responsibility for the supervision of a student teacher shall be voluntary on the part of the supervising teacher.
 - 2. 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.
 - 3. Any arrangements for tuition or college credit that might be obtainable to the supervising teacher is the responsibility of the teacher.

Teacher Leadership and Compensation (TLC) System

Wages & Salaries

- 1. There are 9 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 supplemental pay as set forth in the District's DE approved TLC application, which are as follows:
 - a) **Building Equity Advocates** shall receive an annual \$1,000 stipend for additional responsibilities associated with this leadership position.
 - b) **Building Mentors** shall receive an annual \$1,000 stipend for additional responsibilities associated with this leadership position.
 - c) **Curriculum Leaders** shall receive an annual \$1,000 stipend for additional responsibilities associated with this leadership position.

- d) **Instructional Coaches** shall receive an annual \$5,000 stipend for additional responsibilities associated with this leadership position
 - e) **Instructional Coaches** who are half time shall receive an annual \$4,000 stipend for additional responsibilities associated with this leadership position.
 - f) **Instructional Leadership Team members** shall receive an annual \$1,000.00 stipend for additional responsibilities associated with this leadership position.
 - g) **Instructional Mentors** shall receive an annual \$5,000 stipend for additional responsibilities associated with this leadership position.
 - h) **Instructional Specialists** shall receive an annual \$3,000 stipend for additional responsibilities associated with this leadership position.
 - i) **MTSS Specialists** shall receive an annual \$3,000 stipend for additional responsibilities associated with this leadership position.
 - j) **TLC Professional Learning Support** individuals shall receive an annual \$1,000 stipend for additional responsibilities associated with this 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.

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 this handbook appendix.
- 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 an Employee 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. Employees in TLC positions will not evaluate other employees.