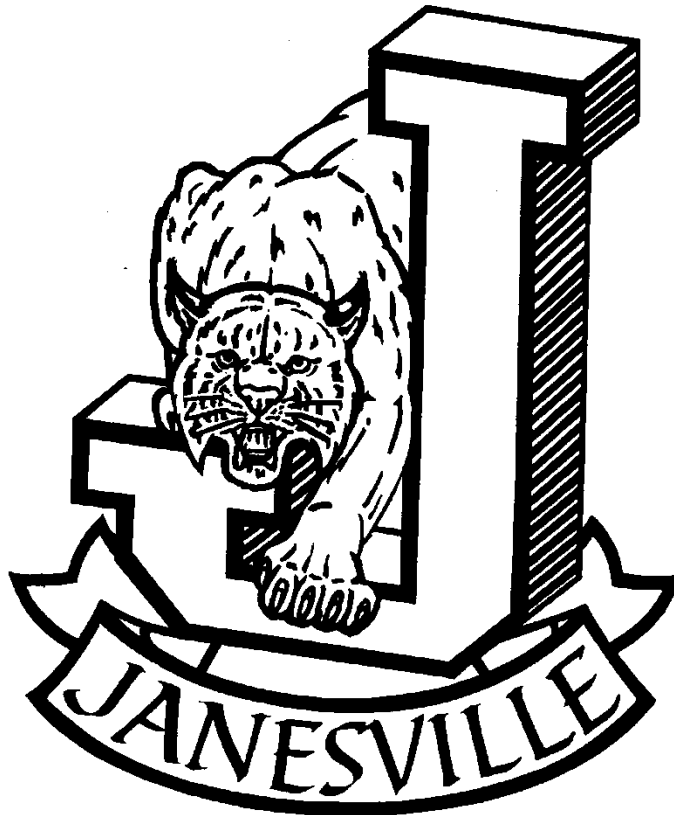


JANESVILLE CONSOLIDATED SCHOOL DISTRICT



PROFESSIONAL MASTER CONTRACT

2023 – 2025

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (hereinafter to be referred to as "Agreement") initially made and entered into this 14th day of December, 1976, pursuant to the provisions of Chapter 20 of the Code of Iowa (1975), commonly known and referred to as the Public Employment Relations Act, by and between the Board of Education of the Janesville Consolidated School District (hereinafter to be referred to as "Board"), and the Janesville Education Association (hereinafter to be referred to as "Association"), for and in consideration of the mutual covenants and agreements herein contained, is as follows:

ARTICLE I - DEFINITIONS

It is understood and agreed that this Agreement applies to and includes only the employees of the Janesville Consolidated School District within the Bargaining Unit, as that term is defined in Article II. Further, throughout this Agreement, the following phraseology shall have the designated meanings, unless the contrary expressly appears, when used herein:

- A. "Employee" or "Employees" - Such words shall refer only to employees within the district bargaining unit;
- B. "PERA" - Such initials shall refer to the Public Employment Relations Act as that Act is set forth in Chapter 20 of the Code of Iowa (1991);
- C. "PERB" - Such initials shall refer to the Public Employment Relations Board as defined, designated and provided for in the said Chapter 20 of the Code of Iowa (1991);
- D. "His" - Such word as used in this Agreement shall be interpreted to include both the masculine and feminine gender.
- E. "Seniority" - Such words as used in this Agreement shall mean and only refer to continuous professional service by the employee to the Janesville School District, however, leaves of absence shall not operate to break an employee's continuous service in the event that the employee shall return to the Janesville School District after the first available opportunity as specified in Article VI - LEAVES;
- F. "Years of Service" - Such phrase as used in this Agreement shall be defined as ninety (90) or more days of actual service to the Janesville School District during any one contract year.

ARTICLE II - RECOGNITION

The Board hereby recognizes the Janesville Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative of all personnel as set forth in the PERB certification instrument (Case 190) issued by the PERB on the 5th day of September 1975, whether under contract either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Janesville School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

INCLUDED: All full-time and part-time professional personnel, including classroom teachers, librarians and guidance counselors.

EXCLUDED: Superintendent, principals, and all non-professional personnel, specifically teacher aides, teacher associates, substitute teachers and all other employees excluded by Section 4 of the Act.

ARTICLE III - EMPLOYEE'S HOURS

A. WORKDAY

It is agreed by and between the Association and the Board that the certificated staff members will have the following options in meeting the contractual day of work: Option A: 7:45 A.M.-3:30 P.M. or Option B: 8:00 A.M.-3:45 P.M., subject, however to additional time necessary to perform extra-curricular activities and extra duty assignments as hereinafter provided. Further, employees shall be permitted to leave on Fridays, and days immediately prior to the commencement of vacation or holiday periods after the school buses have departed on their routes. On these days, staff taking option A would not need to report to work until 8:00 A.M. In addition, and for just cause, including employee dental and/or medical appointments, the Administration may permit an employee to report later, or leave the building during free time, or leave earlier than that time set forth above. Staff members will be responsible for advising their building principal of their choice at the beginning of each year.

In a given year, by mutual agreement between a teacher and administrator, a teacher may be assigned for a workday that begins and ends earlier than the stated workday. Unscheduled time prior to the regular workday will be added to the unscheduled time at the end of the day. All full-time flex employees shall be required to attend all required faculty meetings.

B. INCLEMENT WEATHER

Employees shall not be required to report more than one-half hour before or remain after student attendance is required on occasions of amended student attendance hours because of inclement weather. Employees shall not be required to report when student attendance is canceled because of inclement weather.

C. FACULTY MEETINGS

Employees may be required to attend no more than four (4) faculty meetings per month extending one-half hour prior to or one-half hour after the workday. Such meeting shall have a one (1) week notice to affected employees. Part-time employees shall not be required to attend meetings that are not consecutive with their workday. It is the part-time employee's responsibility to be updated on information if they do not attend faculty meetings.

D. PART-TIME EMPLOYEES

Hours used for calculating full- and part-time employees shall include total on-duty time (including before and/or after student work day time and lunch if they are during the period of employee responsibility).

ARTICLE IV - COMPENSATION

It is understood and agreed that the following shall govern and control the relationship between the parties hereto, and the employees covered by this Agreement with respect to the payment of compensation for services performed:

A. AMOUNT OF COMPENSATION

1. Regular Salary-

The annual salaries for all employees, having due regard for their educational background and experience in the teaching profession, are set forth and established in Schedule "A" which is attached hereto, incorporated herein by this reference as though fully set forth.

2. Extra-Curricular Reimbursement-

Those employees who perform services to assist the Janesville School District in the conduct of its extra-curricular activity program shall be reimbursed for said services as is provided on Schedule "B", attached hereto and incorporated herein by this reference as though fully set forth.

3. Extra-duty Assignment-

It is understood and agreed that faculty, as part of their duties, are called upon to assist in the supervision and conduct of school activities, which activities are enumerated in the Faculty Handbook. In that regard, each employee may be required to perform two (2) such extra duty assignments. The employee so assigned shall be reimbursed at the rate of twenty (\$20.00) dollars per assignment.

B. PLACEMENT ON SALARY SCHEDULE

1. Current Employees-

All current employees shall be placed upon the salary schedule established in Schedule "A", at the appropriate level as of the effective date of this Agreement.

2. Credit for Outside Experience-

An initial employee of the Janesville School District shall be entitled to credit for previous teaching experience outside the Janesville School District in an accredited school system up to a maximum credit of six (6) years for such previous experience. In areas considered to be unique circumstances such as non-continuous previous experience, the Administration or Board may credit less than the six (6) years and no more than eight (8). Discretion may be used in considering the type of non-continuous experience the individual has. The formula for calculating such credit shall be to allow one (1) year of experience for each year of teaching experience outside the District, up to the maximum credit. The employee shall receive compensation as set forth on the salary schedule (Schedule "A"). Such practice will not be grievable.

3. Returning to the District-

a) Continuous Service Returnees-

Any employee returning to active employment, who has maintained a record of "continuous service", as that phrase is clarified in Article I, Section "E" of this Agreement, shall be entitled to compensation at the level of the salary schedule set forth in Schedule "A", which is commensurate with their record of continuous active service.

b) Others-

All other employees returning to the District shall be given credit for experience, as is provided in the preceding paragraph of this Article, with the previous experience in the Janesville School District being evaluated for salary purposes, as teaching experience in an accredited school district, subject to the maximum credit of four (4) years previous experience.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Longevity-

Employees, once positioned on the salary schedule, as contained in Schedule "A", per the provisions of this Article, shall be granted one additional increment or vertical step for each year of service until the maximum for their educational classification and qualification has been reached.

2. Educational Advancement-

Employees on the salary schedule as set forth in Schedule "A", and positioned as per the provisions of this Article, may advance into higher educational lanes as provided for in said schedule. A request must be submitted by the employee seeking lane advancement to the superintendent or superintendent's designee prior to taking the course. Such request will include a detailed description of courses intended to be used for such advancement. All requests will be subject to approval by the superintendent who will determine which college courses shall qualify as credit hours for advancement from one lane to another. In order to advance, an employee must provide satisfactory evidence of such additional education and thereby, the justification for advancement, by the Wednesday proceeding the regular September School Board meeting. No educational advancement shall be allowed during the contract year, but evidence of the accomplishment of the same by the employee may be submitted, at any time, for consideration by the Administration during the immediately subsequent contract year.

D. METHOD OF PAYMENT

1. Pay periods-

Each employee shall be paid in twelve (12) equal installments, which installments shall be due and payable on the 20th of each succeeding month after the commencement of the school year. Employees shall receive the checks at their regular building, on a regular school day, unless the employee has requested that such compensation check to be mailed to a designated address, in which event the check shall be so mailed.

2. Exceptions-

When a pay date (the 20th of each month) falls on or during a school holiday, vacation, or weekend, exclusive of the summer vacation, the employee shall receive the paycheck on the last previous working day prior to the holiday, vacation, or weekend.

3. Summer Checks-

Installments due during the summer vacation, other than for summer school employees, shall be picked up by the employee unless the employee has provided the school district with a written request for the summer checks to be mailed to the address designated by the employee.

E. TEACHER COMPENSATION ALLOCATION DISTRIBUTION

1. Participation in the Student Achievement and Teacher Quality Program will be subject to funding. Distribution of compensation will be according to provisions of the law. Any funds remaining after distribution for beginning and Career I teachers will be distributed equally according to the full-time equivalency.

ARTICLE V - INSURANCES

The following shall govern and control the relationship of the parties with respect to providing insurance by the Board to the employees:

A. TYPES

The Board hereby agrees to pay and/or provide all full time employees with the following insurance protection:

1. Health and Major Medical-

Each full-time employee shall be covered by a health and major medical program paid for by the Board. Benefits currently provided to the employees by the policies so purchased by the Board shall not be altered without negotiation with the Association. Employees wishing to cover other members of the family may do so, in conjunction with a group policy purchased by the Board, at their own expense, and subject to any limitations imposed thereon by the insurance carrier. The Board will offer insurance coverage to any certified part-time employee with a minimum .5 F.T.E. contract and will pay that part of the premium referred to above in proportion to the employee's fraction of contract, subject to any limitations imposed by the insurance carrier. Any portion of the employee's premium not paid for by the Board shall be paid by the employee to the District on or before the date that the premium is mailed by the Board to the insurance carrier.

The Board will pay \$150 of the \$500 total out of pocket expense for teacher's covered by insurance once the teacher shows proof that the total \$500 out of pocket cost has been met for the year. The out of pocket expenses must be for the employee and not for the family plan.

2. Disability Insurance-

All certified employees shall be covered by a long-term disability insurance program paid for by the Board. The level of benefits for the long-term disability shall be at least 60 % of salary, including extra-duty salary.

3. Worker's Compensation-

Each employee shall be covered by Worker's Compensation insurance, which policy shall be purchased and paid for by the Board.

4. Liability-

All employees shall be covered by a policy of liability insurance, covering job-related performance of duties by employees, which policy shall be purchased by the Board. The minimum coverage shall be \$1,000,000.

B. COVERAGES

The Board provided and purchased program shall be effective for twelve (12) months. Employees new to the District shall be covered by the Board provided insurance subject to the provisions of the Insurance Company. Employees working less than a contract year will have their insurance prorated by time worked which may be less than 12 months coverage.

C. DESCRIPTION

The Board shall provide the Association with a copy of the actual insurance policy and contract provided herein within twenty (20) days of the beginning of the school year, or a copy of the applicable provisions of the Board purchased policy satisfying the Board's obligation hereunder. In addition, the Administration or the Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. CONTINUATION

Employees on extended leave for periods of thirty (30) days or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the School

District within thirty (30) days of the billing date - subject to acceptance or provisions of the Insurance Company.

ARTICLE VI - LEAVES

It is understood and agreed that unexcused absence from duty shall relieve the Board of any obligation to compensate the employee. However, the following shall constitute agreed exceptions:

INTERMITTENT OR LIMITED ABSENCE

A. SICK LEAVE

1. Benefit Days-

- a. Employee absence for illness and non-job related personal injury without reduction in pay shall be as follows:

1st Year	10 days
2nd Year	11 days
3rd Year	12 days
4th Year	13 days
5th Year	14 days
6th Year	15 days
Each Additional Year	15 days

- b. Employee absence for illness of family members without reduction in pay shall be eight (8) days per year, non-accumulating. Absences due to family illness will be deducted from accumulated sick days.

2. Accumulation Rights-

Each employee may, however, accumulate unused sick benefit days from year to year up to a maximum of 110 days per employee. The right of the employee to accumulate sick benefit days shall only apply during years of actual service to the Janesville School District. Further, all employee accumulations of sick benefit days shall terminate upon the employee's termination of "continuous service" as that phrase is defined and clarified in Article I, Section "E" of this Agreement.

3. Notice of Accumulation-

At the conclusion of each academic year, the employee shall be notified of the remaining sick benefit days available for his use. As part of the year-end teacher sign-out procedure, each employee shall sign the "Annual Sick Leave Record" in the Superintendent's office. Such signature shall indicate acceptance of the totals as presented. Any dispute with respect to the accumulation totals as presented must be brought to the attention of the Administration within ten (10) calendar days of the last teacher workday of the school year or such totals shall be deemed conclusive on both parties.

4. Verification of Illness or Injury-

The Administration may require verification from a physician or other satisfactory source, of any illness or injury and require a statement of necessity therefore prior to reimbursing an employee's claim for sick benefit days.

B. JOB RELATED INJURY LEAVE

Absence due to injury incurred in the course of employment shall not be charged against an employee's sick benefit days, provided for in Section "A" of this Article. However, the Board shall

be obligated, during such absences, to compensate the employee only to the extent of the difference between the employee's salary for that period and the benefits the employee receives under Worker's Compensation for the duration of such absence or until the end of the current contract year, whichever condition shall occur first.

C. PERSONAL LEAVE

At the commencement of each academic year, each employee shall be granted two (2) days personal leave without loss in compensation, which leave may be used by the employee to perform personal business. An employee wishing to utilize such leave, either one or both days shall notify the Administration of such intent at least five (5) calendar days or three (3) work days in advance except in cases of emergency. The administration reserves the right to refuse to allow the employee such personal leave on the date requested in the event such leave date is determined to be in conflict with the best interests of the Janesville School District, which determination shall be made by the Administration in its sole discretion, and the exercise of such discretion shall not be grievable hereunder. Personal leave days may be taken as $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ or whole days.

Personal leave may accumulate to four (4) days. An employee may use no more than four personal days per year.

D. FUNERAL AND ILLNESS

1. Family-

Each employee shall be granted up to three (3) days absence per year without reduction in compensation caused by serious illness (that illness which requires hospitalization) and three (3) days per occurrence for death of a member of the employee's family.

A member's family includes: parents-in-law, siblings, siblings-in-law, grandparents, grandchildren, legal guardians or those for whom legally responsible and those who live in the employee's home. The employee shall be granted up to five (5) days absence per occurrence for the death of a parent, spouse, child or stepchild.

2. Others-

Each employee shall be granted five (5) days absence per year without reduction in compensation caused by the death of a very close friend.

3. Notice-

Notice to administration of an employee's intention to take such leave shall be given as soon as reasonably possibly after the decision is made to do so.

4. Non-cumulative-

Leaves granted herein shall be non-cumulative from year to year.

E. JURY AND/OR LEGAL

Any employee called for jury duty during the school hours, or who is subpoenaed to appear in any judicial or administrative proceeding, or who is subpoenaed to testify in any fact-finding or arbitration matter shall be excused from duties without loss of pay. When an employee is given compensation for serving on jury duty, that employee shall be obligated to compensate the Janesville Consolidated School District that amount earned each day for the applicable period.

F. ASSOCIATION

The duly designated representative(s) of the Association shall be entitled to up to four (4) days per year (cumulative for all representatives) to attend Association meetings on an area, state, or national level, without personal loss of compensation from the Board; however, the Association

shall reimburse the Board at the rate of substitute teacher's pay designated for that school year per day for each day of its representative's absence.

G. PROFESSIONAL IMPROVEMENT

Attendance at educational meetings or visiting other schools by employees, within reason, is permitted in the event that the absence for such purpose is approved by the Administration. If any employee wishes to be absent from duty, for the above-set forth purposes, she (he) shall submit a written request for administrative approval of such absence at least five (5) days prior to the first day of the anticipated absence. Such request shall be submitted to the appropriate principal, and the principal files the request in the Superintendent's office. The employee shall be advised, at least two (2) days prior to the first day of anticipated absence, as to whether or not such absence is approved by the Administration. During any one school year, an employee may use one (1) day for the purposes outlined in this paragraph.

An employee who is working on a recognized educational project or committee, or who has official capacity with respect to a particular professional improvement program, may, in addition to the foregoing, attend such educational conferences or committee meetings without loss of compensation, subject, however, to the approval of the Administration, which must be secured in advance as per the procedure outlines in the preceding paragraph.

H. EXTENDED LEAVES

1. Extended Family Illness-

A leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of caring for a sick or injured member of his immediate family. The duration of such approved leave shall terminate at the end of the contract year in which it is granted.

2. Educational Improvement-

A one-time leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of engaging in full-time study at an accredited college or university. The employee may, however, at no expense to the Board continue available benefits at their option and at their own expense by giving timely notice of such intention to the Administration or the Board. Application for leave of absence shall be congruent with timelines for contract renewal for the following school year.

I. SICK LEAVE BANK

1. The Board shall provide a Sick Leave Bank for all employees. An employee who wishes to join the Bank shall submit to the Superintendent or his/her designee a signed statement of intent to participate in the Bank on or before September 30 of any school year. Employees hired after September 30 shall submit a signed statement of intent during their first thirty (30) workdays to be eligible for participation.

2. Contributions-

a. Employees wishing to participate in the Bank shall initially contribute one (1) day from their sick leave accumulation. Other assessments to members will be made in accordance with Board policy and after prior written notification as needed to maintain the integrity of the Bank. If an assessment is made after a member of the Bank has exhausted his accumulated sick leave, the employee may continue membership in the Bank, but shall be assessed one (1) sick leave day at the beginning of the following contract year.

b. Sick Leave days contributed to the Bank will be deducted from the Sick Leave days available to contributing employees. The day or days, once contributed to the Bank, become property

of the Bank and may not be reclaimed by the employee. Only employees who are members of the Bank in any given year shall be eligible to participate in the Sick Leave Bank.

c. Members may not designate contributed Sick Leave days to be used by an individual or groups of individuals.

d. Employees, including those new to the District, must designate each contract year indicating their participation in the Sick Leave Bank.

3. Administration-

a. A Sick Leave Bank Committee shall administer the Sick Leave Bank. The Committee shall be composed of five (5) members. The Board Secretary shall be an ex-officio non-voting member of the Committee, shall receive requests, and shall convene the Committee. The Association shall appoint two (2) members. The Board shall also appoint two (2) members.

b. The Committee shall approve or disapprove usage requests and shall determine the minimum number of days to be maintained in the Bank. The Committee shall also determine when a new allocation of days is needed to maintain the integrity of the Bank.

c. Sick Leave Bank Committee members shall not rule on an application of their own or of a relative. In such a case, the group who appointed the member with such a conflict of interest shall substitute a temporary committee member for the sake of the ruling.

4. Appeal-

a. Should the Sick Leave Bank Committee determine that a member's request does not meet eligibility requirements, the member may appeal to the Superintendent, who shall review the Committee's decision. The Superintendent shall consider whether the decision raises procedural or substantive issues relative to the Master Contract, Board policy, or applicable state and federal laws.

b. As part of the appeal process, the Superintendent may consult with the Committee if he/she deems it necessary.

5. Eligibility for Sick Leave Bank Days-

a. The Sick Leave Bank is set up to help members of the Bank in extreme emergencies such as open-heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or when other catastrophic illnesses or conditions occur to the member or to a member of the member's immediate family (as defined by the Master Contract). Sick Leave for child rearing, adoption leave, or maternity leave is not covered under this plan unless serious extenuating medical conditions exist and are approved by the Sick Bank Leave Committee.

b. When an employee has exhausted all accumulated Sick Leave days, or when an employee reasonably expects to exhaust all accumulated Sick Leave days in the near future, the employee may apply to the Sick Leave Bank Committee for use of Sick Leave Bank days.

c. Sick Leave Bank days can be granted to any employee for up to a maximum of thirty (30) days per school year. This limitation may be extended by the Sick Leave Bank Committee and with the approval of the Superintendent.

J. MISCELLANEOUS

1. GRIEVANCE

Conduct of the Board or administration under the terms and provisions of this Article shall be grievable only for violation of the procedures set forth herein and then only for limited procedural grievance.

2. NOTICES

Notices provided for in this Article shall be sufficient if in writing and delivered to the administrative staff (principals or superintendents) at the times provided for herein. When written notice is not practical, however, oral notice to administrative staff shall suffice, until such time as written notice can be delivered, if such written notice is deemed necessary by the administrative staff.

ARTICLE VII - NEGOTIATION PROCEDURES

The following shall govern and control the parties with respect to the procedures to be followed and implemented during negotiations involving the PERA:

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

Good faith negotiation requires a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement in accordance with the provisions of Chapter 20 of the Code of Iowa. During the course of negotiations, the parties may make proposals and counter-proposals. Article tentatively agreed to shall be initialed by each party and dated, retyped in final form for signature, and set aside subject to ratification of the entire Agreement by the respective parties.

B. REQUEST FOR MEETINGS

The Board and Association shall meet for the purposes of negotiating and seeking an agreement. Requests from the Association for a negotiation meeting shall be addressed to the President of the Board, or his designated representative, as may be necessary to accomplish the goal of reaching agreement.

C. NEGOTIATION TEAMS

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals and to reach tentative agreement on the items being negotiated.

D. ACCESS TO INFORMATION

The Board hereby agrees to grant reasonable requests of the Association for readily available and pertinent information which may be relevant to negotiations and/or processing of grievances.

ARTICLE VIII- GRIEVANCE PROCEDURES

A. DEFINITION

1. Grievance-

A grievance is a claim by an employee or a group of employees that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

2. Aggrieved Person-

- a. Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures;
- b. The failure of an employee(s) to act on any grievance within the prescribed time limits will act as a bar from further appeal. The failure of the district to respond within the prescribed time limits shall be considered to grant the grievance and remedy as requested.

B. PURPOSE

The purpose of this procedure is to attempt to secure, at the lowest possible level, and with no interference or interruption of the instructional program and related work activities of the grieving employee or of the professional staff, equitable solutions to the problems affecting teachers which may from time to time arise under the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time limits-

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the teacher and the administration.

2. Year-end Grievance-

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and if left unresolved until the beginning of the following school year, would result in irreparable harm to the aggrieved party, the time limited set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days thereafter.

3. Level One-

An attempt shall be made to resolve any alleged grievance in informal, verbal discussion between the grievant and principal.

4. Level Two-

- a. If, after the informal discussion with the principal at Level One, the grievance cannot be resolved, the aggrieved employee may invoke the formal grievance procedure by filing the grievance in writing with the principal. The written grievance shall be signed by the grievant and a representative of the Association. A copy of the grievance shall be delivered to the appropriate principal. If the grievance involves more than one educational department, it shall be filed with both principals. The filing of the formal written grievance must be within ten (10) school days of the date of occurrence of the event giving rise to the grievance, or within ten (10) school days of the date on which the grievable conduct was discovered.
- b. The appropriate principal(s) shall make a decision on the grievance and indicate his disposition of the grievance in writing to the aggrieved employee, the Association, and the

Superintendent within ten (10) school days of the presentation of the formal grievance. If the aggrieved employee or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made at Level Two within the ten (10) school day period, the grievance may be transmitted to Level Three.

5. Level Three-

- a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within ten (10) school days of the principal's written decision at Level Two, or if there has been no written disposition at the second level within ten (10) school days of the presentation of the formal grievance, a copy of the grievance with the Superintendent.
- b. The Superintendent shall meet with the aggrieved employee within ten (10) school days of receipt of the grievance from the employee. Within ten (10) school days of the third level grievance meeting, the Superintendent shall file an answer in writing with the employee, the Association, and the appropriate principal.

6. Level Four-

- a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee, to the Superintendent within thirty (30) days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days, either the American Arbitration Association, the Federal Mediation and Conciliation Service, or Public Employees Relations Board will be requested to provide a panel of five (5) arbitrators. The parties shall determine by lot which party shall strike the first name from the list. Each of the two parties will alternately strike one name at a time from the panel until only one name remains. The remaining name shall be the arbitrator.
- b. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact along with his reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The arbitrator, in his opinion, shall not amend, modify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the language of the Agreement.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other cost shall be borne equally by the School District and the Association. Any other expenses incurred shall be paid by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee Representation-

Any aggrieved employee may be represented at all stages of the Grievance Procedure by himself and in addition to a representative of his choosing and representative of the Association.

E. COMPLAINT PROCEDURE

It is understood and agreed that there exists, as a part of the Board policy, a Complaint Procedure which provides channels for resolving professional problems within the Janesville Consolidated School District. The Board hereby agrees that it will not alter nor abandon such procedure without consultation with the Association.

F. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only the Board, witnesses, aggrieved person(s), their designated or selected representatives, and the designated representative of the Association.

ARTICLE IX - HOLIDAYS

Employees shall be granted five (5) paid holidays - Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform teaching duties on any of the above holidays.

ARTICLE X - DURATION

It is hereby agreed that this agreement shall be effective as of July 1, 2023, and shall continue in full force and effect to and including June 30, 2025.

Further, this agreement shall automatically continue in force and effect for subsequent annual periods from July 1 through June 30.

All other agreements and understandings by and between the parties hereto are considered if those agreements and understandings are not addressed specifically in this agreement and if not contrary to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective Chief Executive and attested to by their Chief Negotiator on this 22nd day of February 2023.

JANESVILLE EDUCATION ASSOCIATION

JANESVILLE BOARD OF EDUCATION

BY _____
PRESIDENT

BY _____
PRESIDENT

BY _____
CHIEF NEGOTIATOR

BY _____
CHIEF NEGOTIATOR

SALARY SCHEDULE**2023-2025**

BA	BA + 15	BA + 30	MA	MA + 15
\$39,000	\$40,095	\$42,900	\$46,800	\$48,750

Salaries are based upon a contract of 192 days for current staff and 193 for first year teachers in the district.

<u>Position</u>		<u>Salary</u>
Head Coach	12%	\$3,480.00
Assistant Coach	9%	\$2,610.00
Second Assistant Coach	5%	\$1,450.00
Junior High Athletics	7%	\$2,030.00
Cheerleading Coach	12%	\$3,480.00
Weight Room Coordinator	9%	\$2,610.00
Weight Room Supervisor	3%	\$870.00
Timekeeper	5%	\$1,450.00
Scorekeeper	5%	\$1,450.00
Vocal Music	3%	\$870.00
School Musical	6%	\$1,740.00
Instrumental Music	3%	\$870.00
Summer Band	5%	\$1,450.00
High School Contest Speech	6%	\$1,740.00
School Yearbook	8%	\$2,320.00
National Honor Society	3%	\$870.00
Student Council	5%	\$1,450.00