

**Newton Community School District**  
**and**  
**Newton Community Education Association**



**2022 – 2023**  
**2023 – 2024**  
**2024 – 2025**

## TABLE OF -CONTENTS

<u>Subject</u>	<u>Page</u>
Article I Preamble .....	2
Article II Recognition.....	2
Article III Employer and Association Rights and Responsibilities .....	3
Article IV Seniority.....	3
Article V Personnel File.....	3
Article VI Lunch Period .....	4
Article VII Holidays .....	4
Article VIII Leaves of Absence.....	4
Article IX Base Wage.....	6
Article X Health .....	6
Article XI Grievance Procedure .....	7
Article XII Separability.....	8
Article XIII Compliance Clause and Duration .....	8
Appendix Salary Schedules.....	9

It is the policy of the Newton Community School District not to illegally discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (Employment only), marital status, sexual orientation, gender identity and socioeconomic status (students/program only) in its education programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

If you have questions or a grievance related to this policy, please contact the District's Equity Director at the E.J.H. Beard Administration Center, 1302 First Avenue West, Newton, IA 50208. 641-792-5809.

**ARTICLE I.**  
**PREAMBLE**

WHEREAS, the Board of Education of the Newton Community School District and the Newton Community Education Association have negotiated in good faith pursuant to the Public Employment Relations Act of 1974, and,

WHEREAS, the parties have reached certain understandings, which they desire to confirm in writing, it is agreed as follows:

**ARTICLE II.**  
**RECOGNITION**

**Section 1. Scope of Agreement**

The Newton Community Education Association is recognized as the sole and exclusive bargaining representative with the Public Employer for the purpose of collective bargaining with respect to the provisions of Section 9, Chapter 20, Code of Iowa.

**Section 2. Scope of Unit**

The bargaining unit shall consist of those employed, hereinafter named, employees of the Public Employer as set forth in Public Employment Relations Board Order of Certification, Case No. 210, issued on the 8th day of October, 1975. Employees included are classroom teachers (PK-12) including: subject matter teachers, music instructors (band, vocal, strings), art, physical education, special education, gifted and talented, nurses, guidance counselors, librarians, department heads, assistant activities coordinators, technology teachers, instructional coaches and federal program teachers.

Employees excluded are administrators including: principals and assistant principals, coordinators, directors, classified personnel and paraprofessionals, and all others excluded by Section 4, Chapter 20, Code of Iowa.

**Section 3. Definitions**

It is the intent of the parties to follow the definitions as set forth in Section 3, Chapter 20, Code of Iowa.

Board of Directors:	Board of Directors of the Newton Community School District
Public Employer:	Newton Community School District
Public Employee:	All professionally certificated employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board
Association:	Newton Community Education Association an affiliate of the Iowa State Educational Association and the National Education Association.

**ARTICLE III.**  
**EMPLOYER AND ASSOCIATION**  
**RIGHTS AND RESPONSIBILITIES**

**Section 1. Management Rights**

In addition to all powers, responsibilities, rights and prerogatives of the Board established by constitutional provision, statute, ordinance, charter or special act, which belong solely, exclusively and without limitation to the Board, all of the powers, responsibilities, rights and prerogatives the Board had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control unless expressly limited by a specific provision of this agreement.

**Section 2. Association Members**

The Board will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the rights of the employees to refrain from Association membership. There shall be no unlawful discrimination by the Board or the Association because of membership or non-membership in the Association.

**ARTICLE IV.**  
**SENIORITY**

**Section 1. Seniority**

Seniority is defined as the length of continuous service in the Newton Community School District. Seniority will be computed in one-half (1/2) year or full-year segments. For purposes of this Article only, a less than 3/7 contract would not constitute 1/2 year, 3/7 to and including 5/7 contract would constitute one-half year, and 6/7 would be considered a full year.

If an employee is hired after the first working day of the contract year, seniority will be computed according to the number of days worked compared to the contract length of 196 days. Less than 49 days would not constitute 1/2 year, 49 to 146 days would constitute one-half (1/2) year, and more than 146 days would constitute a full year. The effective date of the above paragraph will be August 15, 1984, and will affect only employees hired after this date.

**Section 2. Leave of Absence**

Teachers will be allowed to retain accrued seniority through leaves of absence or staff reduction for time equal to length of employment, but not to exceed two (2) years. Teachers on political leave shall be allowed to retain accrued seniority through the term served as an official. Time on leave of absence or on staff reduction shall not count toward seniority.

**Section 3. Seniority List**

On or before September 30 of each school year, the Association will be provided a list showing the seniority by curricular areas of each employee and, therefore, will be promptly notified of any changes in said list. If protest is not received on or before October 31 of the same year, the list shall be deemed correct.

**ARTICLE V.**  
**PERSONNEL FILE**

An employee's complete personnel file of employment, kept by this District in the office of Human Resources, shall be made available to the employee.

Any complaints directed toward an employee which are placed in the personnel file will be promptly called to the employee's attention in writing. An employee shall have the right to respond to complaints included in the personnel file.

## ARTICLE VI. LUNCH PERIOD

Employees will receive a daily minimum of thirty (30) continuous minutes duty-free lunch.

In the event an emergency requires supervision (for example: fire, casualty, injury to a student, sudden illness or injury to the supervisor on duty, or situations involving the safety of students) during the duty-free lunch period, teachers who are available in the building may be called upon for supervision.

## ARTICLE VII. HOLIDAYS

The District recognizes the following paid holidays as being included in the contract of all certificated employees with the school year as the basis for salary computation:

- A. Labor Day
- B. Thanksgiving Day
- C. Friday following Thanksgiving Day
- D. Christmas Day
- E. New Year's Eve Day
- F. New Year's Day
- G. Presidents' Day
- H. Good Friday
- I. Memorial Day

If any of the above holidays falls on a Sunday, it shall be observed on Monday. If any of the above holidays falls on a Saturday, it shall be observed on Friday.

If there has been a snow day before the week prior to Presidents' Day, school will be held on President's Day with staff receiving compensation as a paid holiday during the summer.

## ARTICLE VIII. LEAVES OF ABSENCE

### Section 1. Leaves of Absence

An employee may be granted a leave of absence without pay for reasons acceptable to the Superintendent and Board of Directors, for a period of not less than one (1) semester or more than one (1) year and may not be renewed more than one (1) time.

A leave of absence to begin prior to the first semester of a school year must be submitted to the superintendent's office no later than two months prior to the beginning of the first semester. A leave of absence for the second semester of a school year must be submitted to the superintendent's office no later than two months prior to the beginning of the second semester. For emergency situations said timeline may be reduced by mutual agreement.

An employee on leave for one (1) year must notify in writing the Superintendent of his/her plan to return the following year by January 10th or his/her position will be declared vacant.

### Section 2. Maternity Leave

An employee on maternity leave of absence shall be eligible for sick leave benefits as provided herein and in section 279.40 Code of Iowa.

### Section 3. Military Leave

A request for military leave will be administered in accordance with Section 29A, Code of Iowa.

#### Section 4. Sick Leave

Employees, after effective date of contract or having reported for duty, will be granted leave of absence for personal illness or injury with full pay in the amount of fifteen (15) days per year.

The above amount shall apply to consecutive years of employment in the school district and unused portions shall be cumulative to a total of one hundred eighty (180) days. The Board of Directors shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

#### Section 5. Bereavement Leave

In the case of the death of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, and comparable in-laws, and domestic partner (individually and residing with the employee) of an employee of this District, the employee shall be granted permission to be absent from duty by the Superintendent or designee for as many days, not to exceed five (5) days per year, as may be necessary in his/her opinion, for attendance at the funeral and for any other purposes directly and immediately arising out of said death. In the event of two non-concurrent deaths within the immediate family as defined above, the Superintendent may grant additional leave days.

Two (2) days of absence annually shall be allowed to attend funerals of other relatives or close friends. Such leave shall be granted with full pay, and shall not be charged against sick leave, nor shall such days be cumulative. For local funerals, it is contemplated that such leaves shall constitute only the time necessary to attend the funeral services.

*If applicable, employees will first utilize the provisions stipulated in the initial paragraph of Section 6. If necessary, the employee will then use the provisions described in the second paragraph. Should an employee need additional Bereavement Leave, then they will use Personal Leave as per Section 8.*

#### Section 6. Family Illness Leave

Up to five (5) days of leave may be used per school year to tend to the illness or injury of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, and comparable in-laws, and domestic partner (individually and residing with the employee) of an employee of this District. The employer may ask for written verification from a doctor for absences of more than two (2) consecutive days. This leave is non-cumulative. Such leave shall be granted with full pay.

#### Section 7. Personal Leave

Three (3) personal leave days shall be granted each school year. Employees will be allowed to carry over unused days to accrue up to five (5) personal days in one year. Parent conference days or the first two (2) or last two (2) days the students are in attendance, shall not be recognized as a personal-leave day. No more than one (1) employee at WEST Academy, two (2) employees in one (1) elementary building, four (4) at the senior high school and four (4) at the middle school shall be on personal leave the same day. Those who first give notice will be granted said leave. Employees planning to use a personal leave day shall apply to their principal at least two (2) days in advance, except in cases of emergency.

Personal leave days which occur on days immediately preceding or following student vacation days or contract holidays are subject to the employer's good faith efforts to secure substitutes.

#### Section 8. Association Leave

Up to a total of twelve (12) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations at the discretion of the Association. No more than three (3) days shall be used by any one representative, unless approved by the Superintendent or designee. An additional three (3) days per year may be used by the Association president for local business. The Association shall pay the cost of any necessary substitutes. The Association will provide written notice of such leave to the Superintendent at least five (5) days prior to date employee(s) intend to be absent. Association leave shall not be taken on parent conference days. No more than two (2) employees in one (1) building (four [4] at the senior high school

and three [3] at the middle school) shall be on personal and/or Association leave the same day unless approved by the Superintendent or designee.

#### Section 9. Jury Duty

Employees will be excused for jury duty by the Superintendent with pay for time excused, reduced by the amount the employee receives for jury duty.

#### Section 10. Absence Without Pay

Requests for absence without pay may be granted with concurrence by the building principal and the Superintendent, provided a suitable replacement can be found. Written requests for such absence shall be presented to the principal or Superintendent two (2) weeks prior to date of requested absence, unless said time limit is reduced by mutual agreement.

#### Section 11. Medical Statement

When returning from a medical leave of absence or a maternity leave, the employee may be asked to present medical evidence of capability to return to work.

#### Section 12. FMLA

Employees shall be entitled to family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993, including any subsequent amendments thereto, and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract, nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Should an employee utilize FMLA for their own health condition, the District will utilize paid leave in the following order: Sick Leave, Personal Leave, and Family Illness Leave. Should an employee utilize FMLA for the serious health condition of a family member (father, mother, son, daughter, wife, husband and domestic partner (individually and residing with the employee)), the District will utilize paid leave in the following order: Family Illness Leave, Personal Leave, and Sick Leave. The District will not move to another category of leave until exhausting the previous one.

A doctor's statement or medical verification will be required for FMLA extending beyond six (6) weeks. FMLA leave has a maximum limit of twelve (12) weeks.

### **ARTICLE IX. BASE WAGE**

#### Section 1. Base Wage

The package increase for 2022-2023 shall be in accordance with the Salary Agreement in the Appendix.

The Newton Community School District and the Newton Community Education Association agree to re-open the economic piece each year of this agreement.

### **ARTICLE X. HEALTH**

#### Section 1. Physical Examination

Employees of the District shall file with the Public Employer at the beginning of service a written medical report of a physical examination by the licensed physician who has performed said examination. Report is to be completed on examination form prepared by the Public Employer. The Employee bears the cost of this exam.

## ARTICLE XI. GRIEVANCE PROCEDURE

### Section 1. Definition

Any claim by the employee(s) or Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

### Section 2. Procedure

#### Informal - Supervisor

In the event that an employee(s) or the Association believes there is a basis for a grievance, the aggrieved shall first discuss the alleged grievance with the appropriate supervisor either individually or accompanied by an Association representative.

#### Step 1 Formal - Supervisor

If as a result of the informal discussion with the supervisor a grievance still exists, the following formal grievance procedure may be invoked through the Association. The aggrieved employee(s) or the Association shall sign and submit the formal grievance, which shall set forth the specific provisions of this agreement which were allegedly violated, misinterpreted, or misapplied. This formal grievance shall be filed within fifteen (15) school days after the occurrence. The grievant shall submit to the supervisor a copy of the grievance. Within seven (7) school days of receipt of the grievance, the supervisor shall schedule a meeting to attempt to resolve the grievance. The grievant and the Association are to be given at least thirty-six (36) hours advance notice of such meeting. The grievant and the Association may attend all Step 1 meetings. Step 1 meetings not preceded by at least thirty-six (36) hours advance notice to the grievant and the Association shall be considered a nullity. The supervisor shall indicate the disposition of the grievance in writing within five (5) school days after such meeting, and shall furnish a copy thereof to the grievant and the Association.

#### Step 2 Formal - Superintendent

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or twelve (12) school days from the date of formal filing, whichever shall be later), the grievance may be submitted to the Superintendent. Within seven (7) school days the Superintendent or designee shall schedule a meeting. The grievant and the Association are to be given at least thirty-six (36) hours advance notice of such meeting. The grievant and the Association may attend all Step 2 meetings. Step 2 meetings not preceded by thirty-six (36) hours advance notice to the grievant and the Association shall be considered a nullity. Within five (5) school days after such meeting, the Superintendent or designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the grievant and the Association. The disposition shall include the reasons upon which the decision was based.

### Section 3. Time Limits

The time limits in this article shall be strictly observed, but may be extended by agreements of the parties.

Informal grievances may only be presented on employee non-teaching and non-supervisory time. Formal grievances will be presented outside school hours, except as otherwise provided in this agreement.

### Section 4. Year-end Grievance

When a grievance is submitted on or after May 20, time limits shall consist of all weekdays (Monday through Friday) so that the matter may be resolved before the close of the school year or as soon as possible.

If the grievance is filed prior to the end of the contract term, it shall be processed under the terms of this contract even though the contract expires prior to the time the grievance is settled or arbitrated.

**ARTICLE XII.  
SEPARABILITY**

**Section 1.**

If any article, section, or clause of this contract is declared illegal by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**ARTICLE XIII.  
COMPLIANCE CLAUSE AND DURATION**

**Section 1. Complete Agreement**

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except where the parties mutually agree to do so.

**Section 2. Duration**

This agreement shall become effective as of July 1, 2022, and for language issues shall continue thereafter in full force and effect until June 30, 2025, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this agreement on or before September 15, of any given year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 1st day of July, 2022.

Newton Community School District

By: Robyn Friedman Board of Directors, President

By: Tom Messinger Chief Negotiator

Newton Community Educational Association

By: Cori Latcham NCEA President

By: Jennifer Norvell NCEA President

By: Alison Grier Chief Negotiator

## Tentative Agreement

Between the Newton Community School District Board of Directors and  
The Newton Community Education Association

The parties' negotiations teams have tentatively agreed the following contract modifications for the 2023-2024 school year and will recommend these modifications to the School Board and the Association membership for ratification:

### ARTICLE IX. BASE WAGE

#### Section 1. Base Wage

The package increase for 2023-2024 shall be in accordance with the Salary Agreement in the Appendix (and attached to this Tentative Agreement).

Tentative Agreement by:


  
Association Chief Negotiator

5-3-23  
Date

  
Board Chief Negotiator

5.4.2023  
Date

Ratified by the Association:

  
Association President

5-3-23  
Date

Ratified by the School Board:

  
Board President

5-4-23  
Date

Base =	\$33,675
TSS =	\$4,891

NEWTON COMMUNITY SCHOOL DISTRICT  
COMBINED SALARY SCHEDULE  
BASE AND TSS  
2023-24

[illegible]

**NEWTON COMMUNITY SCHOOL DISTRICT  
SUPPLEMENTAL SCHEDULE  
2023-24**

Band - BiAnnual Musical - High School	1.50%	\$505	Track - Assistant High School	8.00%	\$2,694
Vocal - BiAnnual Musical - High School	1.50%	\$505	Volleyball - Assistant Ninth Grade	8.00%	\$2,694
Piano - BiAnnual Musical - High School	2.00%	\$674	Band - Assistant High School	8.00%	\$2,694
Student Council - WEST Academy	2.00%	\$674	Dance - Head Coach	8.00%	\$2,694
Band - Elementary	3.00%	\$1,010	Basketball - Assistant Sophomore	9.00%	\$3,031
Journalism - Middle School	3.00%	\$1,010	Football - Head Ninth Grade	9.00%	\$3,031
Assistant Activities Coordinator - MS	3.00%	\$1,010	Football - Assistant Sophomore	9.00%	\$3,031
Drama - Middle School	4.00%	\$1,347	Volleyball - Head Ninth Grade	9.00%	\$3,031
Student Council - Middle School	4.00%	\$1,347	Wrestling - Head Ninth Grade	9.00%	\$3,031
Yearbook - Middle School	4.00%	\$1,347	Yearbook - High School	9.00%	\$3,031
Band - Assistant Middle School	4.00%	\$1,347	Baseball - Assistant Varsity	9.00%	\$3,031
Cheerleading - Assistant High School	5.00%	\$1,684	Basketball - Head Sophomore	10.00%	\$3,368
Cooperative Program Supervision	5.00%	\$1,684	Basketball - Assistant Varsity	10.00%	\$3,368
Dance - Assistant High School	5.00%	\$1,684	Bowling - Head Varsity	10.00%	\$3,368
Journalism - High School	6.00%	\$2,021	Cross Country - Head Varsity	10.00%	\$3,368
Student Council - High School	6.00%	\$2,021	Football - Head Sophomore	10.00%	\$3,368
Cardinal TV - High School	7.00%	\$2,357	Golf - Head Varsity	10.00%	\$3,368
Basketball - Middle School	7.00%	\$2,357	Softball - Assistant Varsity	10.00%	\$3,368
Cross Country - Middle School	7.00%	\$2,357	Softball - Assistant Varsity	10.00%	\$3,368
Football - Middle School	7.00%	\$2,357	Strength Training- Fall	10.00%	\$3,368
Softball - Middle School	7.00%	\$2,357	Strength Training- Winter	10.00%	\$3,368
Track - Middle School	7.00%	\$2,357	Strength Training- Spring	10.00%	\$3,368
Volleyball - Middle School	7.00%	\$2,357	Tennis - Head Varsity	10.00%	\$3,368
Wrestling - Middle School	7.00%	\$2,357	Volleyball - Assistant Varsity	10.00%	\$3,368
Vocal Music - Middle School	8.00%	\$2,694	Wrestling - Assistant Varsity	10.00%	\$3,368
Band - Middle School	8.00%	\$2,694	Football - Assistant Varsity	11.00%	\$3,704
Baseball - Ninth Grade	8.00%	\$2,694	Drama - High School	14.00%	\$4,715
Basketball - Assistant Ninth Grade	8.00%	\$2,694	Soccer - Head Varsity	14.00%	\$4,715
Bowling - Assistant	8.00%	\$2,694	Swimming - Head Varsity	14.00%	\$4,715
Cheerleading - Head	8.00%	\$2,694	Track - Head Varsity	14.00%	\$4,715
Football - Assistant Ninth Grade	8.00%	\$2,694	Vocal Music - High School	14.00%	\$4,715
Golf - Assistant Varsity	8.00%	\$2,694	Baseball - Head Varsity	15.00%	\$5,051
Soccer - Assistant Varsity	8.00%	\$2,694	Softball - Head Varsity	15.00%	\$5,051
Softball - Ninth Grade	8.00%	\$2,694	Volleyball - Head Varsity	15.00%	\$5,051
Speech - High School	8.00%	\$2,694	Band - High School	16.00%	\$5,388
Swimming - Assistant Varsity	8.00%	\$2,694	Basketball - Head Varsity	20.00%	\$6,735
Tennis - Assistant Varsity	8.00%	\$2,694	Football - Head Varsity	20.00%	\$6,735
Assistant Activities Coordinator - HS	8.00%	\$2,694	Wrestling - Head Varsity	20.00%	\$6,735

Base = \$33,675  
TSS = \$6,691

NEWTON COMMUNITY SCHOOL DISTRICT  
TOTAL NURSES COMPONENTS COMBINED  
BASE AND TSS  
2023-24

STEP	RN	RN-B
1	28,624.00 0.85	40,566.00 1.00
2	29,971.00 0.89	41,913.00 1.04
3	31,318.00 0.93	43,260.00 1.08
4	32,665.00 0.97	44,607.00 1.12
5	34,012.00 1.01	45,954.00 1.16
6	35,359.00 1.05	47,301.00 1.20
7	36,706.00 1.09	48,648.00 1.24
8	38,053.00 1.13	49,995.00 1.28
9	39,400.00 1.17	51,342.00 1.32
10	40,747.00 1.21	52,689.00 1.36
11	42,094.00 1.25	54,036.00 1.40

## LETTER OF INTENT TO THE NCEA

The Newton Community School District (hereinafter referred to as the DISTRICT) is informing the Newton Community Education Association (hereinafter referred to as the ASSOCIATION) the intent to implement the following Sick Leave benefit for certified staff starting July 1, 2023:

*"Employees who have more than one hundred eighty (180) days of sick leave accumulation will be compensated for each day in excess of the maximum up to fifteen (15) days. The rate of compensation will be one-half the current rate the District provides for substitute teachers. The District will provide this payment on the June paycheck."*

Dated this 12th day of June, 2023



Tom Messinger, Superintendent



Robyn Friedman, Board President