# 2025-2029
# Master Contract

Between

West Delaware County Community School District

And

West Delaware Education Association

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## ARTICLE I
## RECOGNITION

### SECTION A -RECOGNITION

1. The Board hereby recognizes the West Delaware Educational Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representation for all personnel as set forth in the Public Employment Relations Board Certification Instrument (Case No. 106) issued by the PERB on the 30th day of June, 1975, and amended by the PERB on July 22, 1982.

2. The unit described in the above certification includes all classroom teachers, including teachers of basic curriculum courses, fine arts courses, remedial courses, special education courses, vocational courses, all guidance counselors, librarians, school nurses, talented and gifted coordinator, at-risk teachers, computer teacher/coordinator, and excludes all principals, vice-principals, all non-professional employees and all other employees prohibited by law.

### SECTION B -DEFINITIONS

1. The term "Board", as used in this contract, shall mean the Board of Education of the West Delaware County Community School District or its designee.

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

3. The term "Association", as used in this contract, shall mean the West Delaware Education Association.

### SECTION C -NEW POSITIONS

Whenever establishing and filling a new classification within the certified positions, the Board shall provide a job description of the position to the Association. The superintendent shall schedule a meeting with the president of the Association to discuss unit coverage determination procedures, and the appropriate forms will be completed and submitted to the PERB for final determination.

## ARTICLE II
## IMPASSE PROCEDURE

Impasse procedures will be governed by Chapter 20 of the Code of Iowa except the parties agree to use the mediation services of the Federal Mediation and Conciliation service if available and a single arbitrator. The parties may by mutual agreement extend deadlines. Any disputes involving impasse shall be resolved according to Chapter 20 of the Code of Iowa rather than the Grievance Procedure Article III of the Agreement.

## ARTICLE III
## GRIEVANCE PROCEDURE

### SECTION A -DEFINITIONS

1. Grievance: A "grievance" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract.

2. Aggrieved Person: An "aggrieved person" is the person or persons or the Association, making the complaint.

3. A "party in interest" is the person or persons making the complaint and if action is taken by or against them, the Association or the Board.

4. Working Days: Administrative workdays of the administrator involved.

### SECTION B -PURPOSE

The purpose of this procedure is to secure at the lowest possible administrative or policy level proper and equitable solutions to grievances.

### SECTION C -PROCEDURE

1. The number of days indicated at each level are maximums since grievances should be processed rapidly and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

2. A grievance once begun will be finished through all 4 levels, unless withdrawn or resolved, and not carried over to the following year.

3. There are four levels at which a grievance may be resolved:

   a. Level One
   An employee with a possible grievance shall discuss the incident with his/her principal or immediate supervisor within five (5) working days of the incident. If the employee intends to grieve the incident discussed, he/she shall notify the supervisor of his/her intentions within five (5) working days of the initial discussion.

   b. Level Two
   If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) working days after the discussion, he/she may file the grievance in writing within five (5) working days of the disposition or expiration of the disposition time, using the form (see Appendix C - Grievance Form) provided by the Board, with his/her immediate supervisor and send a copy to the Association. The immediate supervisor shall, within five (5) working days after receiving the written grievance, give the aggrieved person his/her written answer with a copy for the Association.

c. Level Three

i. If the aggrieved person is not satisfied with the disposition as evidenced by the written answer he/she may appeal such disposition to the superintendent of schools within ten (10) working days. Such appeal must be in writing with a copy provided for the Association.

ii. The superintendent shall meet with the aggrieved person and the Association on the grievance in closed session within ten (10) working days after the written grievance is filed. Disposition of the grievance shall be made in writing by the superintendent no later than five (5) working days after the above mentioned meeting. A copy of such disposition shall be furnished to the Association.

iii. In the event of extenuating circumstances such as illness, accident, or unavoidable absence, these time lines will be waived for the duration of the absence or until such time as the Board and/or the aggrieved person can appoint a designee to continue the grievance. The grievance process will resume within five (5) working days of such extenuating circumstances.

d. Level Four

i. If the aggrieved person and/or the Association are not satisfied with the disposition of the grievance by the superintendent, the aggrieved person and the Association shall meet to discuss the merits of submitting the grievance to arbitration.

ii. If the aggrieved person and/or the Association determine that the grievance is meritorious, they may submit the grievance to arbitration by invoking the procedures to arbitration as outlined below:

iii. If the aggrieved person and/or the Association requests arbitration, which shall be binding, the request shall be in writing and a copy of the request shall be filed with the secretary of the Board. Such request shall be filed within fifteen (15) working days of the disposition of the grievance at Level Three.

iv. The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within fifteen (15) working days after the call for binding arbitration, either party may request a list of five (5) arbitrators from the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within ten (10) working days, and the other party shall have one (1) additional day to remove one of the remaining names, and so on until only one name remains. The persons whose name remains shall be the arbitrator.

v. The Board and Association shall submit to the arbitrator within five (5) working days of notification by the arbitrator their positions on the aggrieved item.

vi. From the time of appointment until such time as the arbitrator makes final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.

vii. 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 or settlement.

viii. The arbitrator shall within fifteen (15) working days of the close of hearings select the most reasonable position in his/her judgment. The arbitrator shall give a written explanation of his/her decision and shall so inform both the Board and the Association.

ix. An arbitrator's decision on a grievance may not change or amend the term, condition, or applications of the collective bargaining agreement.

x. Expenses for the arbitrator shall be borne equally by the parties to the arbitration.

**SECTION D -RIGHTS OF EMPLOYEES TO REPRESENTATION**

Any aggrieved person may be represented at Levels Two through Four of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. A representative of the Association shall have the right to be present at Level Two through Four as a party of interest in all grievance procedures and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this contract.

**SECTION E -MISCELLANEOUS**

1. If, in the judgment of the Association, a grievance affects a group or class of employees the Association may submit such grievance in writing to the superintendent directly and process the grievance through all levels of the grievance procedure.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. All meetings during Level One under this procedure shall be conducted in private during the school day at a mutually agreed time.

## ARTICLE IV
## EMPLOYEE WORK YEAR

**SECTION A -REGULAR CONTRACTS**

The in-school year for employees contracted on a nine (9) month basis shall not exceed one hundred ninety-five (195) days. New employees may be required to attend two (2) additional days for orientation.

**SECTION B -EXTENDED CONTRACTS**

1. Nine and one-half (9 1/2) month contracts: The in-school year for employees contracted on a nine and one-half (9 1/2) month basis shall not exceed two hundred five (205) days.
2. Ten (10) month contracts: The in-school year for employees contracted on a ten (10) month basis shall not exceed two hundred fifteen (215) days.
3. Twelve (12) month contracts: The in-school year for employees contracted on a twelve (12) month basis shall receive compensation computed by taking 4/3 times of the salary he/she is entitled to on the salary schedule. In addition, he/she shall be granted ten (10) working days paid vacation, in addition to holidays specified in the master contract.

**SECTION C -PART-TIME CONTRACTS**

The in-school year for employees contracted on a part-time basis of any of the contracts referred to in Article IV, Section A and B shall be proportionate to the number of in-school days of that full-time contract.

**SECTION D -IN-SCHOOL YEAR DEFINITION**

The in-school year shall include days of pupil attendance, staff orientation, and other days when employee attendance is required.

**SECTION E -EMERGENCY CLOSING**

Employee attendance shall not be required whenever student attendance is not required due to inclement weather. The employees have a contractual obligation to participate in virtual instruction and learning or to make up the days missed as directed by the Board. If the Board decides not to require employee attendance in making up the contractual days missed, the employee shall suffer no loss of compensation.

When a non-weather related closing is not district wide, the employees of the affected attendance center may be required to attend even though students are not in attendance.

**SECTION F -HOLIDAYS**

Regular and extended contracts shall include six (6) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day. Twelve (12) month contracts include 4th of July holiday. No employee shall be required to perform duties on any of the above holidays.

**SECTION G -LENGTH OF DAY**

1. Duties and responsibilities of certified staff under this contract are not readily dischargeable or translatable into fixed hours and minutes of the day. All parties to this agreement recognize and expect that in addition to the regular business school hours during which staff attendance is required, certified staff on their own and without supervision must dedicate additional time or times to their classes and individual students as from time to time may be necessary.

2. In order that there be no misunderstanding concerning the normal workday, certified staff hours will be no more than eight hours commencing no earlier than 7:00 AM and ending no later than 4:30 PM, and shall include a duty-free lunch period of at least twenty-five (25) consecutive minutes. Each building administrator will set beginning and ending hours for employees. Hours may vary within the parameters above if the employee is assigned to teach a class that begins or ends outside of the traditional students' day. Hours may vary by staff member with the administrator's permission. Staff whose day begins earlier or later than others would be expected to attend scheduled meetings called at the beginning or end of the day or under other provisions of this contract even if outside of normally scheduled hours. A scheduled vacation period is defined as a vacation period listed on the official school calendar approved by the Board of Education.

3. On Fridays and the day preceding a scheduled vacation period, the staff may leave thirty (30) minutes ahead of the regular scheduled time. If the students are dismissed earlier than the regular time on the day preceding a scheduled vacation, the staff may leave thirty (30) minutes after the students in their center are dismissed.

4. Classroom teachers in grades K-6 shall have designated preparation time totaling at least one hundred fifty (150) minutes for each five (5) working days. Such time shall be within the student day and in addition to duty-free lunch period.

5. Classroom teachers in grades 7-8 shall have a minimum of one (1) regular assigned class period each day which may be used for preparation time. Employees may be regularly assigned in lieu of such preparation time as provided in Article VIII, Section G.

6. Classroom teachers in grades 9-12 shall have regular daily time totaling a minimum of 55 minutes, up to a maximum of one (1) regular assigned class period each day which may be used for preparation time. Employees may be regularly assigned in lieu of such preparation time as provided in Article VIII, Section G.

7. The principal or his/her representative reserves the right to assign either elementary or secondary school employees to cover classes or other duties during preparation time if the need arises as per present practice.

**SECTION H -INSERVICE MEETINGS**

The principal or superintendent may call inservice meetings as he/she deems necessary, giving 24 hours advance notice. The nature of these sessions may last beyond the normal departure time for staff. Total accumulated time, beyond the regular staff departure time, shall not exceed 18 hours per school year. These sessions may be called after school and/or on occasion during the evening hours to allow for open house. Parent teacher conferences throughout the year will be credited as two contract days.

**SECTION I -SELF-PROTECTION**

An employee may, within the scope of his/her employment, and pursuant to Board policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense and to protect students who are under the care or supervision of school authorities and/or other persons employed by the Board and/or Board property. This paragraph shall not be construed as to condone any action which is in any respect not lawful.

## ARTICLE V
## NOTICE OF VACANCIES

All bargaining unit employees will be notified of all vacancies through the district's electronic mail (e-mail). All WDEA bargaining unit positions will be posted internally and may be posted externally simultaneously. No posted position will be filled in less than three days to ensure internal staff have the opportunity to be considered for voluntary transfer if desired. All current contracted WD staff who apply will be considered for all open positions for which they qualify.

A unique and separate vacancy is considered to be any open position that has differences in terms of licensure requirements, grade level, or other significant differences from any position posted within the last 45 calendar days.

If two or more open positions have the same requirements, and are posted within 45 calendar days, they will be considered one vacancy. The requirements for posting internally prior to externally will be considered met by the initial vacancy notice. However, a district email will be sent for each position, regardless of whether it is considered a separate vacancy. This email will notify staff of the opening and the fact that it will remain an active internal posting throughout the length of the external posting.

## ARTICLE VI
### PROBATION AND SENIORITY

## SECTION A – PROBATION

Probationary as defined by Iowa Code Section 279.19 is:
The first three consecutive years of employment of a teacher in the same school district are a probationary period. However, if the teacher has successfully completed a probationary period of employment for another school district located in Iowa, the probationary period in the current district of employment shall not exceed two years. A board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

## SECTION B -SENIORITY

1. Seniority shall be defined as the length of current consecutive employment in the West Delaware County Community School District and shall be computed from the date the employee begins his/her employment for the academic year.

   Staff will be provided a seniority list based on contract signing date and time stamp starting with the 2011-2012 school year via email by September 15. If any employee objects to his/her seniority status, he/she needs to state objections in writing within one month. The association president will be provided a final seniority list by October 30. The list will be constructed by category (see chart below). Employees may refer to the list to determine their relative standing for seniority purposes.

| Preschool-4 | 5-8 | 9-12 | Preschool-12 special areas |
|---|---|---|---|
| certified staff, including, but not limited to, classroom teachers, strategists, and Title I teachers | certified staff, including, but not limited to, classroom teachers, reading teachers, and at-risk teachers | certified staff by department (Math, Science, Social Studies, Foreign Language, Language Arts) including, but not limited to, classroom teachers and at-risk teachers | art teachers, computer/technology teachers, gifted and talented teachers, guidance counselors, health teachers, teacher librarians, music teachers, nurses, P.E. teachers, special education teachers, vocational-technology teachers (within departments i.e. ag, business education, family and consumer sciences, etc.) English Language Learners teacher |

   Staff who could fit in more than one category shall be placed according to their current teaching assignment and evaluator. For example, a third-grade classroom teacher who also holds special education certification would be placed in the Preschool-4 pool. A reading specialist who is shared between the middle school and the elementary would be placed in the 5-8 pool if his/her evaluator is the middle school principal and in the Preschool-4 pool if his/her evaluator is the elementary school principal. The district reserves the right to assign evaluators.

   Full-time staff, who are currently assigned to teach in more than one category shall be placed in both categories and receive full seniority in both. Employees who work less than full time shall receive prorated seniority accumulation in the same manner.

2. Employees who work less than full time shall receive pro-rated seniority accumulation. If two (2) or more

employees have the same accumulated seniority the relative order of seniority among them for the purpose of this agreement shall be determined by adding previous teaching experience to the accumulated seniority. If two (2) or more employees are still equal, the party having the earliest date and time as determined by when the new employee signs and dates, including time, the contract offered by the district (effective 2011-12 school year) shall have greater seniority.

3. Leaves of absence, both paid and unpaid, will not break the continuity of employment. However, extended leaves of absence as provided in Article VII shall not be counted in seniority accumulation.

4. A bargaining unit employee who accepts a supervisory or administrative position within the district and subsequently requests and is granted a transfer to a bargaining unit position shall retain all seniority gained during employment within the bargaining unit. Years of service as an administrator or supervisor will not count toward seniority.

## ARTICLE VII
## LEAVE OF ABSENCE OF EMPLOYEES

### SECTION A -SICK LEAVE

1. Accumulative benefits:
   a. All certified employees are allowed a sick leave as specified below:

| | |
|---|---|
| 10 days | First Year |
| 11 days | Second Year |
| 12 days | Third Year |
| 13 days | Fourth Year |
| 14 days | Fifth Year |
| 15 days | Sixth year and all subsequent years |

   b. The term of the school year is from July 1 to June 30 inclusive.

   c. If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she has accumulated from prior years or the current year of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that he/she did not commence actual service under this contract for the year covered therein.

   d. Unused sick leave days shall be accumulated from year to year with the total number of days that may be accumulated, one hundred twenty (120) days. If an employee's absence for illness or injury in any one year exceeds the number of sick leave days allowed for that year, the employee's accumulated sick leave days will be used.

   e. The Board may require the employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.

   f. Employees on an extended contract or engaged in teaching summer school shall be entitled to two (2) additional sick leave days for each month of twenty (20) working days beyond the normal contract.

   g. Sick leave may not be used for elective or cosmetic surgery.

   h. Ten days of absence per year will be allowed and charged to sick leave without loss of pay for use of family illness. Family illness will be annually allotted as part of the allotted personal sick leave and will

not carry over as family illness in subsequent years. Family means: spouse, child, step-child, foster child, grandchild for whom you are the legal guardian, parent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law or any person who has been a member of the employee's household for two (2) years or more. Family leave may be used for siblings and step siblings with prior superintendent approval.

i. Employees who have 100 sick leave days accumulated as of July 1 are able to exchange five sick days for one personal day for up to five total personal days per year. The additional personal days must follow guidelines set under Section B-Temporary Leave of Absence 1. Paid Leave, iii. Personal.

Or in equivalent to as follows:

1. 5 sick days for 1 personal day.
2. 2.5 sick days for half personal day.

2. Notification of accumulation:
The employee may check leave balances through the online system. Any discrepancies shall be directed to the Business Office no later than July 31 for the school year immediately preceding.

**SECTION B -TEMPORARY LEAVE OF ABSENCE**

1. Paid Leave:

a. All employees are entitled to the following, non-accumulative leave of absence with full pay each school year. These leaves are in addition to any sick leave to which the employees are entitled.

i. Critical Illness or Death in Family

(a) Critical illness is defined by the placement by a physician on the hospital's most serious classification of illness as defined by the hospital's medical staff or receiving Hospice services or those situations where the Superintendent or designee, in the exercise of his/her sole, non-grievable, discretion determines that a life threatening or otherwise critical medical situation exists of such a nature that the immediate presence of the employee is warranted. The district may require a physician signed verification form or such other reasonable verification of the necessity for such leave as the Superintendent or designee may require.

Employees may be granted a leave of absence for up to five (5) days without loss of pay for critical illness or death of an employee's spouse, child, step-child, foster child, grandchild for whom you are the legal guardian, parent, step-parent, or guardian; and up to three (3) days without loss of pay for critical illness or death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or step-brother, sister or step-sister, brother-in-law, sister-in-law, grandparent, grandchild or any other person who has been a member of the employee's household for two (2) years or more immediately prior to his/her death.

(b) These are the total number of days allowed for any one family member in a contract year. An employee may receive these days for each family member falling under this provision.

ii. Funeral:

In case of death of any other relative or person of close personal relationship, up to one day of absence shall be allowed without loss of pay for attendance at the funeral. All such absences must be requested in advance from the principal. The superintendent shall have the power to extend the above provisions in any specified instance. The granting or denial of an extension is not grievable.

iii. Personal:

(a) All employees shall be credited with two days of personal leave at the beginning of the contract year. The employee may elect to receive substitute teacher pay in lieu of the two leave days. The employee shall notify his/her supervisor of his/her intention to take leave at least twenty-four (24) hours in advance. Emergency situations will not require advance notice. Up to three unused personal leave days may be carried forward for a maximum total of five in any school year.

Three personal leave days may be used consecutively. Use of more than three consecutive personal leave days requires the Superintendent approval.

(b) No more than three (3) employees per building shall be on personal leave at any one time. The number of teachers counted will be determined by the teacher's evaluative building.

(c) No personal leave days shall be taken the first ten (10) working days from the first staff contracted day and the last fifteen (15) working days from the last staff contract day. The Superintendent may grant personal leave, with or without pay, or with the employee reimbursing the District for the cost of a substitute, within this time frame. The granting or denial of leave by the Superintendent during these twenty-five (25) days is not grievable.

(d) If personal leave is not used or paid during the contract year it may be carried forward to the following year to be used specifically for family illness, funeral, or sick leave. These days are in addition to regular personal leaves for the current year and may accumulate to a maximum of 4 days to be used only for the specific purposes designated above.

(e) Exceptions may be granted to any of the above restrictions by the Superintendent for good cause shown. The granting or denial of an exception is not grievable.

iv. Jury Duty and Legal:

An employee, who is called for jury service or for a court appearance under subpoena, shall be excused from work on the days on which he/she serves or is required to appear, and he/she shall receive, for each day of jury service or subpoenaed appearance, a full basic work-day's pay less any amounts received by the employee from other sources for such absence, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which he/she claims payment. Cases involving an employee's personal matters, and which are not school related, shall be excluded. Employees shall promptly return to the district after being excused from jury duty.

v. Professional:

Attendance at professional meetings or visiting other schools is permitted at full pay, if such absence is approved by the employee's supervisor. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be signed by the principal and filed with the superintendent at least five (5) days prior to the first day of anticipated absence.

vi. Assault:

When absence arises because of assault resulting in injury to the employee while in the performance of his/her assigned duties, the employee shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave.

vii. Good Cause:

Whenever the leave that is available to an employee under this Article is exhausted or where a situation

is not covered by a provision of this Article, the Superintendent or designee may grant leave with pay, without pay, or with the employee reimbursing the District for the cost of a substitute, for good cause shown. The granting or denial of this leave is not grievable.

viii. Parental:

Upon his/her request, a parent shall be granted up to 5 days of leave to be taken no longer than 90 days after the child is born or brought home following the child's adoption. If the employee is the biological mother, she shall begin utilizing sick leave after parental leave is exhausted.

ix. Association:

The Association will be granted six (6) days to attend any ISEA/NEA sponsored events that are not for political activity. The Association shall reimburse the Board the cost of the substitute or substitutes.

2. Unpaid Leave:

a. Short Term:

An employee may be granted a nonpaid leave of absence of up to five (5) school days duration. Requests for short-term leave shall be made to the superintendent, and denial of such leave shall not be grievable.

b. Family and Medical Leave:

West Delaware CCSD shall provide family and medical leave according to provisions of Board Policy 409.03 Family and Medical Leave for All Personnel. FMLA notice is available in all buildings and the entire policy is available on the WDCCSD website. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family, or medical, or any other leave provisions of this contract diminished by the inclusion of this provision in this contract.

3. Leave Pool:

See attached letter of understanding appended hereto to the end of the contract.

**SECTION C -EXTENDED LEAVE OF ABSENCE**

1. Sabbatical:

a. The Board may grant an unpaid leave of absence for professional studies for a period of one (1) year to any fully certified employee after the satisfactory completion of six (6) years of service for the West Delaware County Community School District.

b. Requests for leave must be in writing and be made to the superintendent of schools on or before February 1. After that date and before March 1, the request will be acted upon by the board. No more than two (2) employees may be on leave for any particular year.

c. Upon return from sabbatical leave, an employee may be placed on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.

d. The above leave may only be used once while employed by the West Delaware County Community School District.

e. Upon return from Sabbatical Leave the teacher will be assigned a teaching position for which they hold

appropriate licensure. Efforts will be made to place the teacher in the same category defined in Article VI Section B(1), which they held prior to Sabbatical Leave, but such placement is not guaranteed.

i. If there is a vacant position for which the teacher possesses the necessary certification and endorsements, then the teacher may be assigned to that position.

ii. If no vacancy exists for which the teacher holds licensure, the teacher will be placed in the same category defined in Article VI Section B(1), which they held prior to their Sabbatical Leave.

2. Health:

A non-probationary employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability for the remainder of the current school year or as allowed under the FMLA, whichever is greater.

A probationary employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness or disability for the remainder of the current school year or as allowed under the FMLA, whichever is greater.

3. Other Activities:

A leave of absence without pay of up to one (1) year may be granted to employees for the purpose of working in an activity or business reasonably related to professional responsibilities. The employee shall retain experience credit on the salary schedule held previous to the leave and other benefits accrued prior to the leave. Credit for advancement on the schedule may be earned during this leave. The Board may limit the number of employees on leave at any one time and the leave is subject to the Board finding a suitable replacement teacher.

## ARTICLE VIII
## WAGES AND SALARIES

### SECTION A -SALARY

The 2025-2026 salary for all bargaining unit employees will be increased by $1,550. All bargaining employees will also receive increases based on employment longevity and education as outlined in Appendix A, which is attached and made a part thereof. After negotiated wage increase is applied, additional allocation of TSS funds received by the district for the purposes of meeting legislated minimum salary requirements will be applied as required by law.

### SECTION B SALARY PLACEMENT

Any employee hired prior to the beginning of the second nine (9) weeks of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year provided they have taught at least one hundred twenty (120) days in the contract year. If any employee has two (2) part years of at least ninety (90) days each, they will be given credit for one (1) year.

### SECTION C -INCREMENTS

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for

each year of satisfactory service until the maximum for their educational classification is reached.

**SECTION D -CREDIT FOR EXPERIENCE**

1. Credit up to 10 years of experience shall be given, upon initial employment, for 10 years (1 through 10) of previous teaching experience in a duly accredited school will be allowed as hiring credit. The Board retains the right to advance a new employee beyond this in order to obtain the services of a highly qualified and exceptional employee.

2. Notwithstanding the other provisions of this Article, the district may:

   a. Establish a district minimum salary for all 1.0 FTE positions that is in excess of the state minimum salary and provide for annual increases to employees receiving the district minimum until the affected employees regular salary schedule placement is a larger amount. If there are current employees receiving less than the district minimum salary, these employees shall be increased to the district minimum.

   b. Hire difficult to fill positions above the normal salary and provide for annual increases to employees hired in this manner until the affected employees regular salary placement is a larger amount.

   c. Normal salary placement amounts will be utilized in the calculations of Schedule B allocations.

   d. The funds expended by the district in excess of those provided by the regular salary placement will not be costed as a part of negotiated settlements.

**SECTION E -EDUCATIONAL INCREASES**

1. Educational increases in salary will be according to the following:

   a. Bachelor's degree plus twelve (12) semester hours shall be interpreted to mean that the employee has earned twelve semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree.

   b. Bachelor's degree plus twenty-four (24) semester hours shall be interpreted to mean that the employee has earned twenty-four semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree.

   c. Bachelor's degree plus thirty-six (36)/master's degree shall be interpreted to mean that the employee has earned thirty-six semester hours of graduate credit in or directly related to the field of education following the conferment of his/her bachelor's degree, or earned a master's degree from an accredited college or university in or directly related to the field of education.

   d. Master's degree plus fifteen (15) semester hours shall be interpreted to mean that the employee has earned fifteen semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree.

   e. Master's degree plus thirty (30)/specialist's degree shall be interpreted to mean that the employee has earned thirty semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree, or has earned a specialist's degree in or directly related to the field of education.

   f. Master's degree plus forty-five (45)/specialist's degree plus fifteen (15) shall be interpreted to mean that the employee has earned forty-five semester hours of graduate credit in or directly related to the field of education following the conferment of his/her master's degree or has earned fifteen semester hours of graduate credit in or directly related to the field of education following the conferment of the specialist's degree.

g. Educational specialist degree shall be interpreted to mean that the employee has had the educational specialist degree conferred upon him/her by an accredited college or university.

2. Employees compensation for additional education credits will follow as written in Appendix A after transcripts are turned in.

3. Employees who wish to receive an educational increase must file a letter of intent with the district office by January 31st of the preceding school year and file a transcript by September 15. Only employees filing the letter and the transcript may receive an educational increase.

4. When an employee takes and successfully completes college course work at the specific request of the District, the District, upon request, will reimburse the employee for the tuition cost of said course work (at actual cost not to exceed current graduate tuition at the University of Northern Iowa) if the hours earned do not otherwise result in the employee attaining an educational increase. The hours earned will count towards an educational increase whether or not the employee has requested reimbursement under this paragraph. This provision does not apply to employees who are required to complete course work as a condition of their initial hiring.

**SECTION F - SUPPLEMENTAL PAY**

1. The Board and Association agree that the extracurricular activities listed in Appendix B are official school-sponsored activities covered by school insurance.

2. Employee participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Appendix B which is attached hereto and made a part thereof.

3. Beginning with the 2014-15 school year, Schedule B positions paid on a dollar per hour basis will be increased each year by the same percentage that the WDEA contract is increased.

**SECTION G – EXTRA REGULAR ASSIGNMENT**

Classroom teachers may be assigned a regular course or study hall in lieu of a planning period as defined in Article IV Section G for a minimum of one term. If this should be necessary, the employee shall be reimbursed at a rate of twenty (20) percent of their nine (9) month salary. If the classroom teacher is assigned a regular course or study hall in lieu of a portion of the planning period as defined in Article IV Section G, the compensation described in this section will be prorated accordingly.

**SECTION H: EXTRA TEMPORARY ASSIGNMENT**

Classroom teachers may temporarily be assigned to cover another classroom due to a shortage of substitutes or other valid reason. When this results in the loss of a regular preparation period, teachers will be compensated at a flat rate of $30/hour (prorated for partial hours). Counselors, teacher librarians, and others without a regularly scheduled prep will be compensated when they are requested/required by an administrator to cover a class, but compensation is only available for up to one period per day. This will be accomplished through the use of a timecard completed by the teacher providing this service. The timecard must be returned to the West Delaware Business Office within two weeks of the time worked. Failure to turn in a completed timecard within two weeks will result in loss of the compensation for that particular event.

This section is meant only for temporary, short term loss of a preparation period, and does not supersede Article IV Section G compensation for regular assignment for a minimum of one term.

## ARTICLE IX
## FINALITY AND EFFECT OF CONTRACT

### SECTION A

This contract supersedes and cancels all previous agreements and practices between the school district and the Association or any employee, unless expressly stated to the contrary herein. This constitutes the entire contract between the parties, and concludes collective bargaining for its term.

### SECTION B

1. The parties acknowledge that during the negotiations which resulted in the contract, each had the unlimited right and the 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the school district and the Association, for the life of this contract, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this contract, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, 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 they negotiated or signed this contract.

2. In the event the Association and Board jointly determine a need to negotiate over any matter that relates to this contract during the term of this contract, the superintendent and one designee for the Board and the Association president and the current chief negotiator for the Association shall negotiate the matter. Ratification will be by the Association and the Board.

### SECTION C

Negotiations for the subsequent contract may begin before the expiration of this contract.

### SECTION D

If during the life of this contract the West Delaware County Community School District receives monies specifically for enhancement of salaries, negotiations shall be opened to determine how this money will be distributed, unless the monies are allotted with a mandate as to distribution or are deemed to be an illegal subject of bargaining.

## ARTICLE X
## COMPLIANCE CLAUSES AND DURATION

### SECTION A - INDIVIDUAL CONTRACTS

Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this contract.

### SECTION B - SEPARABILITY

Should any article, section, or clause of this contract be declared illegal by a court of competent jurisdiction, 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 until the current contract expires.

### SECTION C - PRINTING AGREEMENT

Electronic copies will be provided to each employee. One paper copy shall be provided each employee upon request at district expense.

### SECTION D - NOTICES

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

1. If by Association to Board at: 701 New Street, Manchester, IA 52057.
2. If by Board to Association: to the President

### SECTION E - DURATION PERIOD

This agreement shall be effective the 1st day of July, 2025, and shall continue in force and effect until the 30th day of June, 2029. During the term of this agreement, all articles can be opened by either party for the 2026-27 Master Contract and all following contract years.

**SECTION F**

In witness whereof the parties hereto have caused this contract to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon, all on the

14th day of April, 2025.

West Delaware Education Association

Jonathan Green, President

Meg Palmer, Chief Negotiator

West Delaware County Community School District

Steve Buesing, Board President

Jen Vance, Chief Negotiator

APPENDIX A

Longevity Increase

| | |
|---|---|
| Year 5 | $1,000 |
| Year 10 | $1,000 |
| Year 15 | $1,000 |
| Year 20 | $1,500 |
| Year 25 | $1,500 |
| Year 30 | $1,500 |
| Year 35 | $2,000 |

Education Increase

| | |
|---|---|
| BA + 12 graduate credits | $1,000 |
| BA + 24 graduate credits | $1,000 |
| BA + 36 graduate credits or Masters | $2,000 |
| MA + 15 graduate credits | $2,000 |
| MA + 30 graduate credits | $2,000 |
| MA + 45 graduate credits | $2,000 |

SUPPLEMENTAL SALARY
APPENDIX B

| | First Year Salary |
|---|---|
| **Athletics** | |
| Head Varsity Sports/Sponsors | $3,798.85 |
| Assistant Varsity Sports/Sponsors | $2,762.80 |
| Head Middle School Sports/Sponsors | $1,726.75 |
| Assistant Middle School Sports/Sponsors | $1,381.40 |
| Weight Room Supervisor | $3,798.85 |
| Cheerleading Sponsor (per sport: FB, BB, Wrestling) | $1,381.40 |
| | |
| **Band** | |
| Head High School | $3,798.85 |
| Assistant High School | $2,072.10 |
| Head Middle School | $1,726.75 |
| High School Jazz Band | $2,072.10 |
| Middle School Jazz Band | $1,036.05 |
| | |
| **Vocal** | |
| Head High School | $3,798.85 |
| Assistant High School | $2,072.10 |
| Head Middle School | $1,726.75 |
| Head Elementary | $1,726.75 |
| High School Show Choir | $2,072.10 |
| Middle School Choir | $1,036.05 |
| | |
| **Other** | |
| High School Yearbook | $2,072.10 |
| Middle School Yearbook | $1,381.40 |
| Inklings | $1,381.40 |
| Speech Director (includes both large and small group) | $3,798.85 |
| Assistant Speech (up to 5 positions totaling 3.25 FTE) | $2,072.10 |
| Musical Director | $1,899.43 |
| Assistant Musical Director | $1,036.05 |
| Play Director | $1,899.43 |
| Assistant Play Director | $1,036.05 |
| FFA Advisor | $2,072.10 |
| FBLA Advisor | $2,072.10 |
| NHS Advisor | $1,381.40 |
| High School Student Council Advisor | $2,072.10 |
| Applied Sciences/Manufacturing CTSO Sponsor | $2,072.10 |
| Human Services CTSO Sponsor | $2,072.10 |
| Prom Sponsor | $1,036.05 |
| High School Concessions Sponsor | $2,762.80 |
| Middle School Activities Coordinator and Concessions | $5,180.25 |
| YADC Coordinator | $690.70 |
| Special Olympics Coordinator | $1,036.05 |
| Special Olympics Coach | $690.70 |
| Elementary Art Show Coordinator | $172.68 |
| Summer Drivers Ed Coordinator | $345.35 |
| Summer Drivers Ed Instructor | $30.92/hour |
| Curriculum/Extra Duty Rate* unless release time is provided | $23.02/hour |
| Summer School Instruction | $30.08/hour |
| | |
| | |

**WEST DELAWARE COUNTY COMMUNITY SCHOOL DISTRICT**
**GRIEVANCE FORM**
**APPENDIX C**

# _____

_____
**Date Filed**

_____ Supervisor
_____ Building
_____ Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent
5. Board Secretary

---

**LEVEL ONE**

Date incident occurred _____

Date(s) and time(s) employee discussed incident with supervisor.

_____

---

**LEVEL TWO**

A. Section(s) of Contract violated _____

B. Statement of Grievance* _____

C. Relief Sought* _____

_____ _____
Signature of Aggrieved Person Date

D. Disposition by Principal or Immediate Supervisor

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

**LEVEL THREE**

A. _____ _____
Signature of Aggrieved Person — Date Received By Superintendent

B. Disposition by Superintendent or Designee _____

_____ _____
Signature of Superintendent or Designee — Date

**LEVEL FOUR**

A. _____ _____
Signature of Aggrieved Person — Signature of Association President

_____
Signature of Board Secretary

B. _____ _____
Date Submitted to Arbitration — Date Received By Arbitrator

C. Disposition and Award of Arbitrator* _____

_____ _____
Signature of Arbitrator — Date of Decision

TIME LINES

| | | | |
|---|---|---|---|
| I. | Incident | _____ | |
| | Talked to supervisor | _____ | 5 working days |
| | Notify supervisor intent to grieve | _____ | 5 working days |
| II. | File grievance in writing | _____ | 5 working days |
| | Supervisor disposition | _____ | 5 working days |
| III. | File grievance to Superintendent | _____ | 10 working days |
| | Superintendent meets with grievant | _____ | 10 working days |
| | Disposition by Superintendent | _____ | 5 working days |
| IV. | Association meets & files Board Sec. | _____ | 15 working days |
| | Agree on arbitrator | _____ | 15 working days |
| | Request list from PERB | _____ | |
| | Remove 1st name | _____ | 10 working days |
| | Remove 2nd name | _____ | 1 working day |
| | Submit info to arbitrator | _____ | 5 working days |
| | After close of hearings, arbit. deposition | _____ | 15 working days |

*If additional space is needed, attach additional sheets.

## LETTER OF UNDERSTANDING
## RE: LEAVE POOL

a. An employee may designate by June 1st that up to two days of their personal days (in 1/2 day increments) be deposited in an Illness in Family & Family Emergency Leave Pool (Family means: spouse, child, step-child, parent or self).

   Employees may designate both days be put in the pool in lieu of receiving substitute teacher pay for the second day.

b. Employees may request in writing to the Superintendent use of the "Pool" days. Employees must have exhausted all of their available leave days under Article VII. Employees need not have contributed to the "Pool" in paragraph "a" above in order to draw from the "Pool". A committee consisting of two individuals selected by the WDEA, an administrator and the Superintendent will review the request. The Superintendent will make a final decision. The decision may grant all, part or none of the days requested. The decision of the Superintendent is non-grievable.

c. It is the intent of this pool to cover situations that are of rare occurrence or of unusual severity on the employee. For example: a new or fairly new employee who has not had the opportunity to accumulate many sick leave days becomes severely injured or an employee's spouse is severely injured or terminally ill with a lingering illness.

d. This leave pool is experimental in nature and if either party requests a meeting to consider mutual agreement to changes for the second year of the Master agreement, the other party will honor the request.

e. This leave pool shall continue until exhausted or until terminated by the parties.

Dated this 1st day of July 2000.

Dated this 1st day of July, 2000.

| | |
|---|---|
| EDUCATION ASSOCIATION | BOARD OF EDUCATION |
| Originally signed by: | |
| Dave Schultz | Jack Young |
| President | President |
| | |
| Mike Morrison | Don Hoskins |
| Chief Negotiator | Chief Negotiator |

**ARTICLE VIII SECTION D(2)(b)**

## LETTER OF UNDERSTANDING

The term "classification" as used in Article IX, Section D(2)(b) means the actual work assignment of the employee.

For example, if a Russian language instructor is determined to be a difficult to fill position and a new hire is placed above a current Russian language instructor, the current employee would be moved to the same salary level as the new hire (but other language instructor such as English and Spanish would not be moved to the same salary level as the new hire).

Employees who have the certification to teach in a difficult to fill position but who actually teach a different assignment are not considered to be in the same classification.

Dated this 30th day of April, 2004.

| | |
|---|---|
| West Delaware Education Association | West Delaware County Community School District |
| By: Mike Morrison, Chief Negotiator | By: Rick Hilbert, Superintendent |

**ARTICLE VIII**
**WAGES AND SALARIES**
**SECTION G – EXTRA REGULAR ASSIGNMENT**

**Letter of Understanding**

Classroom teachers may be assigned to supervise a student participating in AEOO Work Experience, Food Internship Work Experience, Service Learning, or other Work Experience during a classroom teacher's regularly assigned planning period with the written permission of the teacher.

It is understood that the teacher is not regularly working with the student in lieu of a planning period, but rather is performing minimal oversight and coordination of an off-site work based learning experience. The assignment of a course in the student management system is for purposes of state requirements for Offer and Teach only.

Article VIII Section G Extra Regular Assignment does not apply to this situation, and no overload additional compensation or reimbursement will be provided.

The parties agree that this letter of understanding is in no way precedent setting.

This Letter of Understanding shall remain in force and effect for the 2019-2020 School year.

Dated this 13th day of May, 2019.

WDEA Presidents

WDCCSD Board President

WDEA Chief Negotiator

WDCCSD Chief Negotiator