

**MASTER CONTRACT
BETWEEN
WEST BRANCH COMMUNITY SCHOOL DISTRICT
AND
WEST BRANCH EDUCATION ASSOCIATION
FOR THE
2025-2026 SCHOOL YEAR
WEST BRANCH, IA 52358**

ARTICLE I
RECOGNITION

The Board of Directors of the West Branch Community School District hereinafter referred to as the “Board,” recognizes the West Branch Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all professional employees, as set forth in P.E.R.B. Order of Certification, Case 244, including only classroom teachers, guidance counselors, teacher librarians, nurses and special education teachers under contract with the Board.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized by the Association that the Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its program, facilities, properties and work activities of its employees.

Public employers shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
3. Suspend or discharge public employees;
4. Maintain the efficiency of governmental operations;
5. Relieve public employees from duties because of lack of work or for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer; and
8. Initiate, prepare, certify and administer its budget.

Rules, regulations and policies of the School District may be hereinafter adopted by the Board on matters in accordance with law not specifically covered by this written agreement.

It is the understanding of the parties that the Board has, by law, been entrusted with the responsibility for the management of the District and to determine educational policy. In the exercise of this function, it may on occasion, become necessary to alter an existing policy, standard, rule or regulation.

This written agreement between the Association and the Board constitutes the entire agreement between said parties on all matters pertaining to wages, hours and working conditions during the term of this agreement.

The parties further agree that the exercise by the School Board of any of the foregoing powers, rights or authority shall not be reviewable by arbitration.

ARTICLE III

GRIEVANCE PROCEDURE

Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this agreement.

Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to an employee such rights as he/she may have under Iowa school laws or other applicable laws and regulations, except that if such rights may be waived or modified by the terms of a collective bargaining agreement, then this agreement shall prevail.

Employee Discipline

Subject to the provisions of this Article, no employee will be disciplined without proper cause. Where the disciplinary action consists of a termination or nonrenewal of an individual teacher's contract of employment, that disciplinary action shall not be subject to this grievance and arbitration procedure, but rather must be processed in accordance with procedures established under Iowa Code 279.13 and 279.24 (Contracts with Teacher-Automatic Continuation) or other applicable statute, rule or regulation concerning issuance, continuation and termination of teacher's contract.

Procedure

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

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 failure of a teacher (or in the event of an appeal to arbitration, the Association), to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

The time limits may be extended by mutual agreement in writing.

It is agreed that any investigation or other handling or processing of any grievance of the grieving teacher, or his/her representative, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving

teacher or of the teaching staff. The Board, or its representative, shall determine whether an interference has occurred under this paragraph.

If the grievance has not been finally resolved pursuant to these procedures by the close of the regular school year, as established by the Board in the official school calendar, all time limitations contained in this Article shall, effective on the last official day, be construed to consist of weekdays, excluding Saturday, Sunday or holidays. By mutual agreement in writing between the superintendent and the Association, a particular grievance may be excepted from the application of the immediately preceding sentence.

All grievances must be presented within six (6) working days of first knowledge of the occurrence of any event giving rise to the grievance.

Only the employee actually aggrieved, or the Association, shall have the right to present grievances in accordance with these procedures.

First Step

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and his/her building principal. If requested by the alleged aggrieved employee, the recognized Association representative may be present in this informal discussion.

Second Step

If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have been allegedly violated, misinterpreted or misapplied, and shall state the remedy requested.

Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same.

The principal or other Board representative shall render each decision and communicate it in writing to the aggrieved employee and the superintendent within five (5) working days following the meeting between the principal and aggrieved.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision, with the superintendent and/or his representative. Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if

desired, the superintendent and/or his representative shall meet in an attempt to resolve the grievance. The superintendent and/or his representative shall file an answer within five (5) working days of the third step grievance meeting and communicate it in writing to the employee, the principal and the representative of the employee.

Fourth Step

If the grievance is not resolved satisfactorily in step three, the grievance may proceed to step four. Grievances which have been processed through the preceding steps of this procedure, and only such grievances, shall be submitted to arbitration as provided below:

The grievant and his/her representative shall submit, in writing, a demand to enter into such arbitration within five (5) working days of the written decision in the third step. The arbitration proceeding shall be conducted by an arbitrator, to be selected by the two parties, within five (5) working days after said demand is given.

If the two (2) parties fail to reach agreement on an arbitrator within six (6) working days, the Public Relations Board shall be requested to provide a panel of seven (7) arbitrators. The request shall be in the form of a written communication from the Association and the Board's representative, which shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. Arbitration shall commence no later than 60 days from the date that the arbitrator is selected. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of grievances arising hereunder.

Each party shall bear its own costs and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

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.

ARTICLE IV

ASSOCIATION ACTIVITY AND USE OF FACILITIES

Unit employees have the right to join or not join any employee organization and, further, it is agreed that membership in such an organization or the payment of fees in lieu of membership shall not be required as a condition of employment.

The Board agrees that there will be no discrimination against any bargaining unit employees because of membership in, or activities on behalf of, the Association.

The Association shall have the right to hold a reasonable number of meetings on School District property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. As appropriate, given School District policy, such meetings will be scheduled with the District office or local school.

ARTICLE V

HOURS

An employee will be required to work 184 days. Employees will be given one or more flex day out of the 184 contracted days to be used as a staff work day as designated by the district's board approved school calendar.

An employee's normal workday will consist of eight hours per day. Lunch periods as scheduled by the School Board, or its designee, will consist of thirty (30) duty-free minutes. Lunch periods are considered to be part of the employee's normal workday and thereby will not be deducted from the employee's salary. The starting and dismissal time of staff, which may vary, shall be determined by the School Board. At the discretion of the building principals, staff may arrive late or leave early.

During the employees' normal working hours there shall be one regular class period prep time allotted for the purpose of classroom preparation and instructional improvement and/or other professional obligations.

Employees will be paid \$25 in the event that they are asked to give up their preparation period.

Employees shall adhere to the daily schedule and shall make no commitments which preclude or otherwise interfere with the performance of their assigned responsibilities. Requests for exceptions must be submitted to the principal, or to the person designated by the principal, prior to the anticipated absence and/or late arrival or early departure. Employee shall not leave the building to which they are assigned during class or preparation periods without notifying the principal or his/her designee.

Exceptions may be made by the building principal where the assignment warrants. Teachers are to be available for district, faculty and committee meetings, and grade level/building activities unless arrangements have been made with the building administrator prior to leaving. Teachers and administrators need to respect others' time commitments and attempt to work within those time constraints.

On days preceding fall break, winter break, and spring break, and on Fridays, the employee's day shall end ten (10) minutes after the dismissal of students and/or buses have departed, unless consultations have been requested or deemed necessary. The school calendar shall be mutually developed by the Association and the Board and/or its representative.

ARTICLE VII

PERMANENT PERSONNEL FILES

Access to File Following Notice of Disciplinary Action

If an administrator places a written document prepared by him/her, which will or may be used as a basis for disciplinary action against a teacher, in his/her permanent personnel file, the affected teacher will be so notified within five (5) school days of this placement of that document in his/her file. The teacher shall sign the administrator's copy of that notice. The affected teacher shall be afforded the opportunity of reviewing that personnel file insert and submitting, within five (5) school days of the notification, a written response for inclusion in his/her personnel file.

Other Access to Permanent Personnel Files

Upon request by the teacher and his/her identification, he/she shall be permitted to examine his/her file. The teacher shall indicate in writing (or signed form) to be placed in his/her file, that he/she has examined same. Examination of the teacher's Central Office file shall take place in the personnel office. Examination of the teacher's building level file shall take place in the building principal's office.

The teacher shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual file copy, with the understanding that such signature merely signifies that he/she read the material and does not necessarily indicate agreement with its contents.

The teacher shall be given the option to reply to documents and to have that written response included in his/her file.

Teachers shall have the right to have photocopies of any non-confidential material as defined herein on payment of the reasonable cost thereof.

The foregoing provisions are not applicable to confidential credentials from college or university placement offices.

ARTICLE X
PHYSICAL EXAMINATIONS

Physical Examinations

A physical examination is no longer required of employees.

ARTICLE XI

LEAVES OF ABSENCE

All certified employees are allowed sick leave as follows:

1. First Year of Employment.	12 Contract Days
2. Second Year of Employment.	13 Contract Days
3. Third Year of Employment	14 Contract Days
4. Fourth Year of Employment	15 Contract Days
5. Fifth Year of Employment	16 Contract Days
6. Sixth & Subsequent Years of Employment . . .	17 Contract Days

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

If an employee does not need to use his/her allotted days during the year, the unused days will be added to his/her allowance for the succeeding year, up to a maximum accumulation of ninety-five (95) days. In case of absences or illness or injury in any one year exceeding the days allowed for that year, the excess shall be deducted from the employee's accumulated days.

If no more than one-half sick leave day is used in a given year by an employee, then the employee may receive an additional personal day the following school year.

The annual allotment of personal sick days may be used for illness or injury to the employee or the employee's or spouse's immediate family (spouse, child, sister, brother, grandparent, grandchild, parent, guardian) and the employee's absence is necessitated by that physical illness or injury.

Except when prevented by circumstances beyond his/her control, the teacher must report his/her intention to be absent from duty as soon as possible to his/her principal but in any event not later than 7:00 a.m. on the day of absence.

Employees who work more than the regular nine month school term will be allowed one extra day of current sick leave for each full month in addition to the regular school term.

The Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Family Illness Days: An employee may use five (5) days per year from his/her sick leave for physical illness or injury to the employee's or spouse's immediate family (spouse, child, sister, brother, grandparent, grandchild, parent, guardian); and the employee's absence is necessitated by that physical illness or injury. Employees may carry over no more than five (5) unused family illness days to be used the next contract year. No more than ten (10) days may be used in any given year.

Adoption Leave: an employee shall be allowed leave of up to five (5) additional days when his/her family adopts a child, which will come from sick leave.

Paternal/Domestic Partner/Significant Other Leave: an employee who chooses not to utilize his/her FMLA days shall be allowed leave of up to five (5) additional days following the birth of his/her child, which will come from sick leave.

Foreseeable Absences Necessitated by the Employee's Medical Condition

The employee must notify the superintendent of any medical condition which will or may necessitate the employee's absence from work on account of his/her inability to perform assigned duties. This notification which shall be in the form of a physician's certificate, must be submitted to the superintendent no less than thirty (30) days prior to the commencement of the absence and shall consist of statements by the physician certifying:

1. The existence of a medical condition; and
2. That the condition is such that it will necessitate an absence from work; and
3. The probable duration of the absence necessitated by the medical condition, including a specification of anticipated probable dates of both departure from service and return to service; and
4. That the employee is able to safely perform his/her assigned duties other than during the certified period of the absence necessitated by the medical condition.

It shall be the responsibility of the employee to keep the superintendent advised of any changes in the employee's probable date of departure and/or return to service. Notification of such changes shall be in the form of a physician's certificate, unless the superintendent advises the employee that some other form of notification will suffice.

If the employee exhausts all of his/her accumulated and current sick leave, and has not been released by his/her doctor to return to work, the situation will be handled as a leave without pay. The employee's pay will consequently be withheld on a per diem basis until he/she returns to work. The employee on such unpaid leave will be returned to a position in which he/she is qualified as determined by the administration.

If an employee exhausts all of his/her accumulated sick leave while in his/her first four years of employment and is in the process of meeting the qualifying period for receiving long-term disability compensation, a maximum of ten (10) additional days of personal illness leave may be granted at the sole discretion of the superintendent. Approval of the additional days shall be non-grievable.

Personal/Emergency Leave

Personal Leave: Each regularly employed school employee shall be entitled to two (2) days of personal leave each school year without loss of pay. These may be used for personal leave provided such leave is approved by the superintendent or his/her designated representative and upon finding a suitable substitute.

Personal leave shall not be used in place of sick leave or be used to extend winter and/or spring break(s). One (1), two (2) or three (3) days may be granted at the discretion of the superintendent or his/her designated representative for circumstances beyond the employee's control which may prohibit the employee from completing his/her contractual duties.

Employees will have the option of carrying over up to three (3) unused personal days or receiving substitute pay for those unused days. No more than five (5) days may be used in any given year. The Business Manager will send out a notice to all employees after the May payroll notifying them of their unused days. Employees not returning the notification indicating their choice by the designated due date will lose the unused day and the pay option.

If an employee has used all available personal leave, one additional day may be granted for educational purposes. Such purposes would be limited to consulting with a professor/instructor about a class project or assignment, meeting with an advisor or completing comprehensive examinations.

Emergency Leave: One (1) emergency may be granted at the discretion of the superintendent or his/her designated representative for circumstances that are unplanned, non-medical and beyond the employee's control which may prohibit the employee from completing his/her contractual duties.

Bereavement Leave

In case of necessary absence of a regular, full-time employee to attend or make arrangements for a funeral of a member of the employee's or spouse's immediate family (spouse, child, sister, brother, parent, guardian, grandparent or grandchild), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) school days.

Three (3) days per year of bereavement leave shall be granted for the purpose of attending the funeral of others where there is a recent, close and/or personal relationship. The employee may apply for up to two (2) additional days of bereavement leave under unusual circumstances after using available personal leave for the above relationship. The approval of the additional two (2) days paid bereavement leave shall be at the sole discretion of the superintendent of schools whose decision shall be non-grievable.

Jury Duty

Regular full-time employees required to report for or serve in jury service on any workdays shall be paid a full basic workday's pay for each such day, less any remuneration received by the employee for jury service, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which he/she claims payment.

When an employee is excused from jury service, either temporarily or permanently on any workday, the employee shall promptly report to his immediate supervisor and shall complete any remaining hours of his workday if required.

Association Leave

Two (2) teacher days with no loss in pay (association leave) may be used by the Association president or his/her designated representative to attend conferences, conventions or other activities of the local, state and national affiliated organization.

Substitutes for personnel on association leave will be hired by the School District and the cost of said substitutes will be paid by the School District.

Two (2) additional teacher days with no loss in pay may be used by the Association's alternate delegate to attend the delegate assembly.

Substitutes for these two (2) additional days will be hired by the School District and reimbursement will be made to the School District by the Association for said substitutes.

Special Leave

A leave of absence without pay may be granted upon approval of the superintendent under special circumstances.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

Purpose

The purpose of leave of absence shall be for professional advancement or educational travel. Unusual cases will be given special consideration by the superintendent of schools and the Board of Education.

Professional Advancement

Applicants who submit a program of study for a leave of absence shall undertake a full program of graduate study or the equivalent thereof. The program submitted shall be designed to increase the teacher's understanding of educational psychology, improve facility in teaching techniques or broaden experience in special subject fields.

Educational Travel

Applicants who desire a leave of absence for the purpose of undertaking educational travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or travel which will enrich the teacher's experience and understanding of other people and cultures or travel which will enrich and improve the teacher's professional competence. Before returning to duty, or as soon as possible thereafter, the employee shall submit a written summary of his/her trip together with a brief statement of the educational growth obtained through his/her experiences.

Basis of Selection

Certified employees shall be eligible for leave of absence for professional advancement or educational travel after having spent three (3) consecutive years in the school system. Applications for leave of absence should be presented to the superintendent of schools by March 1 before the school year for which the leave is desired. Applications should be considered in the order of the date received.

Length of Leave

Leave of absence shall be for one (1) school year and may not be renewable.

Return to Service

At the time the employee's approved extended leave of absence terminates, he/she will be reinstated to a position for which he/she is qualified.

An employee on extended leave of absence shall not be excluded from consideration in staff reduction situations.

Salary

A teacher on leave of absence for the school year will be placed on his/her next sequential step when he/she resumes teaching. While on leave, he/she will not receive a salary or any other benefits.

All sick leave and seniority accumulations accrued before the leave of absence will be restored upon resumption of full-time contractual service.

ARTICLE XIV

SALARIES

Except as provided below, all certified personnel, as that personnel is defined in Article I, who are employed for the entire school year will be paid in accordance with the attached Schedule A. In determining the placement of newly hired personnel on the salary schedule, the Board may, in its sole discretion, grant such number of years for prior teaching experience as it deems appropriate under the circumstances. In subsequent years, salary increases will be agreed upon through collective bargaining.

An employee who meets educational standards for horizontal advancement on the salary schedule must give notice in writing of such intended schedule advancement to the superintendent's office by April 1 of the year preceding the school year when such change will take effect.

To be eligible for horizontal advancement on the salary schedule, the necessary degree must be granted or the necessary course credit must be received and verified to the superintendent's office by official transcript, prior to October 15.

Where said college course credit or other acceptable credit is to be used for the purpose of horizontal advancement on the salary schedule, such credit must be graduate level courses (education related) and be approved by the superintendent prior to taking the course. Other courses may be counted for horizontal movement if they are pre-approved by the superintendent.

The School District shall provide forms for use relative to required professional growth.

Personnel with temporary certification will remain on the same salary until such time as they secure professional certification.

Advancement to higher pay levels on both Schedule A and B shall be contingent upon satisfactory performance in the given assignment the previous year.

An employee who actually works one or more days in excess of the number of school days as established by the school calendar will be compensated at a level of three-quarters (3/4) of daily salary for each such day. Said workday shall be three-quarters (3/4) of the normal workday as defined in Article V - Hours. This provision shall not apply to any school days rescheduled as a result of emergency closing of a school or the District's schools.

Personnel engaged in extra-duty assignments carried on outside of regular hours shall be compensated in accordance with the attached Schedule B. In determining the placement of personnel on the extra-duty schedule, the Board may, in its sole discretion, grant such number of years credit as it deems appropriate under the circumstances.

The base salary figure on Schedule B will be determined by multiplying the base salary by twelve percent and one half percent (12.5%).

Approved hours outside of the regular contract shall be compensated at a rate of \$25 an hour. (i.e. curriculum writing and academic support projects)

The WBCSD Board of Education and the WBEA agree on an increase in salaries by a total of \$117,780 including IPERS (9.44), FICA (7.65) which equals a total increase of 2.85% and \$137,909 for the 2025-26 school year.

ARTICLE XV

SAVINGS CLAUSE

If any provision of this agreement shall be held invalid, the validity of the remaining portions of this agreement shall not be affected.

ARTICLE XVI

SAFETY AND HEALTH

The Board will, as required by law, make provision for the safety and health of the employees at the school during the hours of their employment.

Breastfeeding Accommodations

Each school building will have a designated area with refrigeration and a sink available. All federal mandates will apply.

Safety Crisis Plan

The District will adopt a safety/Crisis Plan to ensure all students and employees are in the safest environment possible. The Plan must be developed with the input of a representative from the Association. The Plan must include:

1. Crisis Team: The District shall have a crisis team and at least one member of the team must be available, but not necessarily present, during school hours and student events.
2. Safety Procedures: Specific safety procedures for the various crises.
3. Training: Employee and student training on how to implement the specific safety procedure.

ARTICLE XVII

EVENT STAFFING

Employees of the District are required to assist with two events per year. This includes any event with a gate admission. Employees will be given an adult activity pass at the beginning of the year and will also be able to bring one guest for free. Any support beyond the two events will be compensated as follows:

Third or more events for four hours or less will be paid \$25 per hour or may receive two student passes.

(These passes only apply to employees children.)

A sign-up sheet will be utilized at the beginning of the school year.

ARTICLE XVIII

ENTIRE AGREEMENT, WAIVER CLAUSE AND EFFECTIVE DATE

The parties agree that this agreement constitutes the entire agreement between the parties, concludes collective bargaining and its term, and supersedes all other agreements, understandings and customs. This agreement shall continue in effect until June 30, 2030.

Both parties, by mutual agreement, will modify and amend said agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.



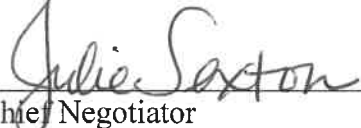
Chief Negotiator Association Date 5/18/25



Chief Negotiator School Board - President Date



Chief Negotiator Association Date 5/20/25



Chief Negotiator School Board Date