

DELWOOD CSD MASTER CONTRACT
2026 - 2027 SCHOOL YEAR



**BOARD OF EDUCATION
DELWOOD COMMUNITY SCHOOL DISTRICT
AND
DELWOOD COMMUNITY EDUCATION
ASSOCIATION**

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ARTICLE 1
COMPLIANCE CLAUSE AND DURATION

A. Any individual contract of employment between the employer and an employee covered by this Agreement shall be consistent with terms.

B. Printing Agreement

1. An electronic copy of this agreement will be emailed to all teachers. Teachers may opt to print the agreement for their own personal use using the district provided school printer/copier.
2. Or this Agreement shall be printed commercially and the cost split by the Association and the District in proportion to the number of copies each wished.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement, 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 Box 292, Delmar, Iowa 52037.
2. If by Board, to Association at Box 292, Delmar, Iowa 52037.

D. Separability

If any provision of this Agreement or any application of this Agreement, to any employee or group of employees is held contrary to law, then such provision or application shall not be claimed valid or subsisting.

E. Duration

This Agreement shall be effective as of **July 1, 2026**, and shall continue in effect until **June 30, 2027**.

This Agreement shall be automatically renewed upon the expiration dates as listed above unless either party gives notice in writing of a desired change in the Agreement.

In the event such notice is given, negotiations will be opened within fifteen (15) days of such negotiations.

F. Signature Clauses

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon. (see attachment 3.)

ARTICLE 2

PREAMBLE

Whereas, the Board of Directors of the Delwood Community School District and the Delwood Community Education Association recognize and declare that providing a quality education for the students of Delwood Community School District is their mutual desire.

The parties further recognize that the attainment of this educational objective is the joint responsibility of the Board, the administrative and supervisory staff, the parents of students and the community at large, and

Whereas, the Board and the Association has agreed to negotiate in good faith, and

Whereas the parties have reached certain understandings, which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE 3

RECOGNITION

The Board recognizes the Association as the sole and exclusive negotiating agent for all full-time and part-time employed certified professional employees as set forth in the PERB certification instrument, Case No. 443, issued by the PERB on the 26th day of September, 1975, except all employees as excluded by the Perb Act Section 4.

Definitions:

1. The term "Board" as used in this Agreement, shall mean the Board of Education of the Delwood Community School District.
2. The term "employee" as used in this Agreement, 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 agreement, shall mean the Delwood Community Education Association.

ARTICLE 4

PROCEDURES FOR INITIAL NEGOTIATIONS

A. The initial request from the Association for negotiations meeting shall be made in writing to the designated representative of the Board.

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

ARTICLE 5
ASSOCIATION RIGHTS

A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular classroom 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, except those normal expenses such as notices, paper supplies, use of equipment, etc., as approved by the building principal. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.

B. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association business on behalf of the members of the negotiating unit. All materials so disseminated through school channels may be challenged by the Superintendent or designee.

C. The Association shall be provided with bulletin board space in the school. Only authorized representatives of the association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff. All material placed on such bulletin boards may be challenged by the Superintendent or designee.

D. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE 6
OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), saving bonds, charitable donations, insurances, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 7
RIGHTS

A. Public employees shall have the right according to PERA of 1974 or as amended to:

1. Organize and join an employee organization
2. Choose representative to negotiate collectively
3. Engage in other joint activities for the purpose of collective bargaining insofar as any such activity is not prohibited by this Act or any other law of the state.

4. Refuse to join in the activities of the employee organization, including the payment of dues, fees or assessments or service fees of any type.

B. Management Rights

1. It is expressly understood and agreed that all functions, rights, powers or authority granted to or inherent to the administration of the school district by law or custom are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement.

**ARTICLE 8
EMPLOYMENT AND ASSIGNMENTS**

A. Certification of Employees

The Board of Education of the Delwood Community School will fill all teaching assignments with properly certified teachers and will not fill any teaching assignments with temporary certificated people unless it becomes necessary in order to fill the faculty list.

B. The Board of Education will continue to follow as its policy the hiring of teachers who have a minimum of a B.A. degree.

C. Assignments will be the obligation of the Superintendent and/or the building principals and will be in the hands of the teachers involved prior to the workshops at the beginning of each school year whenever possible.

D. Additional Assignments:

Assignments outside the realm of the normal school day will be considered supplemental assignments and will be dealt with in the staff handbook section dealing with supplemental pay.

E. Mentoring Program

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentor shall not participate in any formal evaluation of the new teacher. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

**ARTICLE 9
EMPLOYEE WORK YEAR**

A. IN-SCHOOL WORK YEAR

1. The in-school work year for employees contracted on a regular contract shall be 185 days.

2. The in-school work year shall include days when pupils are in attendance, orientation days, in-service days and any other days on which employee attendance is required.

3. Employee attendance will be at the discretion of the Superintendent of Schools when school is closed for emergency reasons. If the closure of school is a result of inclement weather, employees may leave after students have gone.

4. The school calendar is the responsibility of the Superintendent of Schools and the Board of Education. However, the Board and Superintendent request and expect input from the Association regarding the school calendar.

ARTICLE 10 EMPLOYEE HOURS AND LOAD

A. Workday

1. Length of Day

Employees will arrive by 7:45 A.M. each day. Each employee will be in his or her room or teaching post by 8:00 A.M. However, students will be allowed in the building at 7:50 A.M. to consult with teachers or engage in organized recreation. Such recreation will be supervised by teachers and/or aides on a rotating basis. Regular dismissal time for students will be set by the Board of Education prior to the beginning of the school year. Teachers will stay until 3:45 P.M. each day.

Each building administrator will strive to provide each teacher with a twenty-five minute duty free period during each noon hour period. Elementary teachers will eat lunch with their students no less than one day a week as assigned as this social interaction is an important part of the learning atmosphere. The teacher will be available to assist in the lunchroom if requested. Their duty free period will be in addition to this time wherever and whenever possible. Part time employees will be required to be present for parent teacher conferences unless excused by the building administrator.

All teachers who work on a part-time basis will be required to attend any and all in-service meetings that are held for the teaching staff even if it means staying beyond the time that they normally leave for the day. Building administrators have the right to excuse part-time teachers from such in-service meetings if the administrator feels the meeting would not be pertinent to the employee.

Please note the attached Memorandum of Understanding (MOU) recognizing action team meetings and related-duties as contract hours, offsetting the need to make up an abundance of inclement weather days.

B. Teaching Loads

Elementary School

The teaching load in the elementary school shall be established by the building administrator in cooperation with each teacher. Whenever possible, each elementary student K-6 shall have scheduled classes each week by a teacher other than the classroom teacher in the areas of Physical Education, Art and Music. The final authority on the elementary schedule will be with the elementary building administrator.

C. Meetings

Faculty meetings will be scheduled by each building administrator. Morning meetings may be scheduled. Written notice of meetings will be posted one day prior to the meeting except in an emergency. All teachers who work on a part-time basis will be required to attend any and all in-service meetings that are held for the teaching staff even if it means staying beyond the time that they normally leave for the day. Building administrators have the right to excuse part-time teachers from such in-service meetings if the administrator feels the meeting would not be pertinent to the employee.

D. Substitute Teachers

Substitute teachers will be obtained whenever and wherever practical. Substitutes will not be obtained for one or two class periods, or when in the judgment of the building administrator, a substitute is not necessary. It will not be a matter of practice to use the preparation time of any teacher for use as a substitute; however, teachers who must fill-in will be compensated at a rate of \$7.00 per class.

**ARTICLE 11
SAFETY PROVISIONS**

A. Employee Facilities

1. The Board of Education will continue to provide the necessary equipment and supplies for effective teaching. Teachers will be allowed to make yearly requisitions which will be forwarded to the building principal and then to the Superintendent of Schools for approval.

2. It shall be the decision of the Superintendent to determine when buildings or conditions are unsafe for teacher and pupil use.

3. An employee may, within the scope of his employment, use and apply such an amount of force as is reasonable, lawful and necessary to quell a disturbance.

4. The Board will carry liability insurance as a matter of policy as long as insurance carriers continue to provide the insurance. All employees will be covered under the provisions of the policy.

**ARTICLE 12
GRIEVANCE PROCEDURE**

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

B. (1) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

(2) The failure of a teacher (or, in the event of appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual

agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or of the teaching staff.

C. 1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days after the receipt of the grievance. The principal within five (5) school days after the receipt of the written grievance shall provide the grievant with a written replay.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within twenty (20) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within twenty (20) days of the third step grievance meeting and communicate it in writing to the teacher and principal.

D. Fourth Step

1. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and grieving teacher to the Superintendent within thirty days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties.

2. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

3. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

E. If the Association or any employee files any claim or complaint in any form other than Schedule C under the grievance procedure of this

Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 13 SICK LEAVE

- A. All employees covered by this Agreement are granted leave of absence for medically related disability with full pay. All employees covered by this Agreement shall be entitled to:
1. 15 days per year to an accumulation of 120 days. Sick leave will not be granted for annual or semi-annual medical or dental examinations. Sick leave additions (days of additional leave) will be added after an employee has worked at least one day in the new contract year.
 2. Employees can utilize accumulated sick leave after the birth of a child per doctor's orders. Up to six weeks of leave will be granted to correspond with the doctor's note.

ARTICLE 14 TEMPORARY LEAVES OF ABSENCE

- A. **Personal**
Each employee shall be given three (3) days of paid leave each year to be used for the employee's personal affairs. Personal leave may be carried over to the following contract year, but may never exceed 5 total days as of July 1 of the new contract year. Any employee that has more than two personal days remaining as of June 20 of the current fiscal year will be paid out at the employees per diem rate. When a teacher leaves the district any remaining personal days will be paid out at their per diem rate. The payout of unused personal days will only occur when the employee's balance exceeds five total days or upon their departure from the school district.

Said personal business must be of a nature that it cannot be handled outside of the regular teaching day. Said leave may be taken on a day preceding or following a holiday or vacation period at the discretion of the principal and only under extreme circumstances will personal leave be allowed during the first or last month of school.

This leave must have the approval of the building principal and the Superintendent of Schools and must be applied for three (3) days prior to the leave. Approval is not automatic and will depend upon the availability of and necessity for a suitable substitute, the number of staff scheduled for leave that day and other situations that could cause hardship on the district or staff. In the event the building principal or Superintendent of Schools is absent and cannot be reached to schedule the request, either may grant the leave for any teacher subject to the above limitations. In the event the employee has an emergency situation without three day's notice, the employee will contact the administration and the administration will determine if the timeline can be waived.

- B. **Jury and Legal**

Any employee called for jury duty during school hours or who is subpoenaed to testify in court action shall be provided such time in order that no teacher should suffer a financial loss because of jury duty, the difference between their normal salary and the compensation received for jury duty shall be paid.

C. Professional Leave

Each teacher may spend one day visiting and observing in their particular area of teaching or attending educational conferences or meetings. Teachers who are under contract to coach with the Maquoketa CSD shall be allowed two days per year for duties related to their coaching assignments with head varsity coaches having a total of three days. Examples might include regular season events, conference events and meetings, and state competition. The days would not include coaching conventions and other events that are not required in the coaching contract. No pay reduction for this and no travel allowance will be given. Teachers must have the approval of their building principal at least one week prior to the visitation.

D. Bereavement

1. All employees shall be granted leave of absence at full pay for funerals in the immediate family (Spouse, children, employee siblings, parents, parents in law, step relatives, grandchildren and any member of immediate household such as foster children) not to exceed five (5) days per occurrence each year.
2. Any employee shall be granted leave of absence at full pay for funerals not in the immediate family not to exceed two (2) days per year and this leave cannot be accumulated from year to year.

E. Other leaves

Other temporary leaves of absence may be granted by the Superintendent of Schools for valid reasons. Such leave must be applied for at least two weeks prior to the leave. In cases of extreme emergency the Superintendent may at his/her discretion waive the two weeks notice. If an employee knows about his/her impending leave for a longer period of time, he/she should as a matter of convenience and courtesy apply for leave at that time.

F. Immediate Family Illness

Certified personnel shall be granted leave of absence at full pay for illness in the immediate family (spouse, children, mother, father, mother-in-law, father-in-law, or employee's siblings) not to exceed five (5) days per year and cannot be accumulated from year to year. Employees shall be able to utilize their accumulated paid sick leave in the event the employee must take Family and Medical Leave to care for their spouse or dependent. Paid leave may also be used for an employee's parent if they live in the household or the employee holds power of attorney for the parent.

G. All part-time teachers will have a prorated amount of temporary leaves of absence and sick leave available. For example, a 0.5 FTE teacher would

earn 1.5 days of personal leave per year and 7.5 days of sick leave per year.

ARTICLE 15 EXTENDED LEAVE OF ABSENCE

A. Parental Leave

Extended leaves of absence may be granted for reasons of parental responsibility. A written request should be made to the Superintendent or Superintendent's designee at least one month prior to the anticipated need. The leave will begin after the employee has utilized sick leave time based on doctor's note and any personal leave that has been applied for and granted. The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the superintendent for early reinstatement.

Parental leave is without pay or benefits. While on extended leave, the employee's accumulated sick leave and placement on the salary schedule shall be frozen. No additional benefits will be provided by the employer, however, insurance benefits may be continued by the employee upon payment of premiums to the Employer and acceptance by the carrier.

An employee returning from leave will be returned to the position previously held unless that position no longer exists due to staff reduction. In the event staff reduction has eliminated the position previously held by the employee on leave, the provisions of Article 16 will apply.

The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the superintendent for early reinstatement.

B. Military

1. Leave of absence shall be granted to any employee to satisfy military obligations connected with the Draft of Reserve Units, of the Military or the National Guard--the commitment must be obligatory and not voluntary to merit said leave of absence.

2. On completion of military service, an employee may return to his/her former position at the beginning of the school year or at the beginning of the second semester. In the case of an athletic coach, he/she may not resume until after the season is over if the season is in progress. In the case of military leave the employee will return to his/her former job and be placed on the salary schedule one step higher than he/she was when he/she left, provided that he/she does not return to the district in the same school year that he/she left.

ARTICLE 16 WAGES AND SALARIES

All salaries will comply with the state-required minimum tiers of \$50,000 and \$62,000

All teachers covered under this agreement will receive an increase in the amount of \$1,100.

- A. Each employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Checks will be given employees prior to the 5th and the 20th, when it falls on a weekend or when it falls during a vacation period. Summer checks will be mailed to employees if they so desire.

**ARTICLE 17
OTHER BENEFITS**

**SCHEDULE C
EXTRA DUTY SCHEDULE**

- A. **Mileage Provision**
Mileage reimbursement for use of personal vehicles shall be based on the federal allowable rate. Mileage bills will be paid monthly provided a mileage form has been properly submitted to the Board via the Superintendent of Schools prior to the week before the next regularly scheduled board meeting.

**Delwood Community School District
And
Delwood Education Association
Agreement for
2026 - 2027**

1-Year Contract Agreement

Delwood Education Association Jessica DeMoss Date 7/1/26

Delwood Community School District Paul Suthers Kilgus Date 7.1.26