

Westwood Community School
Sloan, Iowa

Master Contract

2025-2027

TABLE OF CONTENTS

		<u>Page</u>
Article I	Recognition	3
Article II	Association Rights	4
Article III	Leaves	4-5
Article IV	Sick Leave	6
Article V	Employee Hours	7-8
Article VI	Work Year	9
Article VII	Grievance Procedures	9
	Grievance Form	12
Article VII	General Contract Provisions	14
Article VIII	Base Salary Table	15
	Signatures	16

In Accordance with and pursuant to the provision of Iowa Public Employment Relations Act of 1974 as amended, the Westwood Community School District and Westwood Education Association enter into this Master Agreement.

ARTICLE I - RECOGNITION

The BOARD hereby recognizes the Westwood Education Association (ASSOCIATION), an affiliate of the Iowa State Education Association and the National Education Association as the certified, exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board Certification Instrument (Case No. 572) issued by the Public Employment Relations Board on the 8th day of March, 1976. The unit described in such certification is as follows:

All full-time and regularly scheduled part-time professionally certified employees employed as classroom teachers, special education instructors, remedial, resource room, industrial arts, vocational agriculture, homemaking, business education, or other teachers not specially described. The unit shall also include the librarians, guidance counselor, department chairman, and school nurse.

The ASSOCIATION recognizes the Westwood Community School Board of Education (BOARD) as the public employer empowered by law with the rights and responsibilities to maintain the efficiency of the Westwood Community School District; to hire, promote, demote, transfer, assign and retain public employees in positions with the Westwood Community School District; to suspend, discipline, or discharge employees for proper cause; to direct the work of its employees; to relieve public employees from duty because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments, and personnel by which the operations of the Westwood Community School District are to be conducted; to take such actions as may be necessary to carry out the responsibilities of the Westwood Community School District; to initiate, prepare, certify and administer its budget; and to exercise all powers and discharge all duties granted to said public employer by law, except as may be otherwise provided by this Agreement.

The ASSOCIATION, EMPLOYEES and the BOARD may utilize, designate and employ such agents, representatives or legal counsel as said parties may in their individual discretion desire.

ARTICLE II - ASSOCIATION RIGHTS

Use of Facilities

The Association and its members shall have the right to make use of the school buildings and facilities at all reasonable hours for a reasonable number of meetings and any equipment, when such

equipment is not in otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The meetings shall be scheduled through the building principal.

Communications

The Association and its members have the right to post notices of activities on bulletin boards, at least of which shall be provided in each teacher workroom. The Association may use employee email and/or mailboxes for communications.

Telephone

The President of the Association shall have, upon the request, use of a telephone in privacy for Association business, and the Association shall assume cost of all long distance charges thus incurred. The ASSOCIATION shall have only those rights as are herein expressly set forth or may be by law provided.

ARTICLE III - LEAVES

Personal Leave

Employees shall earn three (3) personal leave days each year with pay. Which may be carried over, accumulative up to a maximum of five (5) days. Employees shall arrange in advance with the proper Principal to take such personal leave. At the end of any given year, the employee may have five (5) days, three (3) days shall be reimbursed and two (2) shall be carried over. At the time of retirement, employees shall be reimbursed for all unused personal days at the substitute rate.

Only three certified employees shall be allowed personal leave during the same contract day and only two certified employees shall be allowed personal leave during the same contract day from the same level (K-6 or 7-12).

Family Dependent Leave

Employees shall have two (2) family dependent leave days each year with pay. Family Dependent leave is time taken off from work to care for a dependent who is in an emergency situation. This could be a spouse, partner, child, grandchild, parent or anyone else who depends on you for their care.

Such leave if unused may accumulate from year to year to a maximum of five (5) days per year. If in any given year an employee exhausts their immediate family dependent leave up to (10) sick leave days may be used for additional Family Dependent Leave. After those days have been exhausted, personal leave may be used.

Bereavement Leave

Leave of not to exceed five (5) days with pay will be granted where requested in the case of the death of a spouse, child, parent, or parent-in-law.

Leave of not to exceed two (2) days with pay will be granted where requested in the case of the death of an employee's or and employee's spouse's daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or grandchildren.

Leave of not to exceed one (1) day with pay will be granted in case of the death of an employee's friend or a relative who has not been listed in the above paragraphs.

Association Leave

Each year one (1) individual designated by the ASSOCIATION may have up to three (3) days for ASSOCIATION business or conference. Such individual and the specific three (3) days involved shall be designated and the superintendent advised at least one (1) month in advance of the intended use of such three (3) days.

The ASSOCIATION shall reimburse the BOARD for the expense of a substitute for such individual.

Military Leave

Military leaves shall be granted as by law required.

Other Leaves

Other temporary leaves of absence (without pay) may be granted at the sole discretion of the superintendent. Additional leaves with or without pay upon reasonable notice and application to the Board may be granted at the discretion of the board. Each application shall be individually considered.

ARTICLE IV - SICK LEAVE

Employees who must be absent by reason of personal illness or personal injury may arrange for leave from work with full pay in accordance with the provisions of this Article. Employees are responsible to advise their Principal or the Superintendent just as soon as possible after they realize they must be absent from work. An employee who fails to make a reasonable effort to so advise the Principal or Superintendent will be denied pay for the period for which such employee is absent.

- Employees with the Westwood Community School District under the terms of this Agreement shall be entitled to ten (10) days of sick leave at the beginning of their employment.
- Employees who have accumulated one (1) year of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to eleven (11) days of sick leave.

- Employees who have accumulated two (2) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to twelve (12) days of sick leave.
- Employees who have accumulated three (3) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to thirteen (13) days of sick leave.
- Employees who have accumulated four (4) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to fourteen (14) days of sick leave.
- Employees who have accumulated five (5) years of service and employment with the Westwood Community School District under the terms of this Agreement shall be entitled to fifteen (15) days of sick leave.
- Employees with previous experience in other districts may transfer up to ten (10) days of unused sick leave from the previous district. These transferred days will be added to the sick leave provided in this section. Accumulated sick leave will not be adjusted for employees who were hired before the 2000-01 school year.

For the purpose of computing years of service, only consecutive years of employment under and in accordance with the terms of this Collective Bargaining Agreement and subsequent agreements, if any, shall be utilized. Employees who are not ill or injured and do not qualify to utilize sick leave here provided or only a portion of such days may accumulate the unused portion of sick leave time here granted up to a total accumulation of one-hundred fifteen (115) days. Employees may use their own sick leave to care for their children or spouse who have a life-threatening condition. The superintendent shall determine if the condition is life threatening. His decisions shall be non-grievable.

The School Board shall in each instance require such reasonable evidence, as it may desire confirming the necessity for such leave of absence. If the Superintendent has reason to believe that an employee has abused the sick leave provision of this contract, the Superintendent may ask the employee to bring in a doctor's excuse. If the Superintendent can determine that the employee has abused the sick leave provision of this contract, the employee must take the day as a personal day and, if the employee does not have any paid personal days accumulated, the employee's salary will be deducted at the per diem rate for the days missed.

Employees shall be notified in writing of their accumulated sick leave on or before September 30 of each year.

If possible regular or annual appointments should be made after school hours, on school vacation days, or in the summer months so as to minimize the loss of the teacher from the classroom. There is no additional restriction to sick leave use by this statement of understanding.

ARTICLE V - EMPLOYEE HOURS

A. Duties and responsibilities of teachers under this contract are not readily dischargeable nor 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 teacher attendance is required, teachers on their own and without supervision or requirement so to do must dedicate additional time or times to their classes and individual students as from time to time may be necessary. Further, each teacher shall prepare, well in advance, for the disposition of said teacher's responsibilities and duties in teaching. Such preparation shall include outside study and organization, grading of papers and the discharge of normal teacher duties and responsibilities. All of such time or times are in addition to normal classroom duties.

In order that there shall be no misunderstanding concerning the normal workday, teachers shall be at their respective positions at 7:45 A.M. until 3:45 P.M., Monday through Thursday. On Friday the work day shall be from 7:45 A.M. until 3:40 P.M. In addition, individual teachers may be required to remain later than 3:45 P.M. or 3:40 P.M. or to come to work prior to 7:45 A.M. for regularly scheduled courses or scheduled special activities or to assist in student supervision. Whenever possible, the BOARD will direct dismissal of classes on the day prior to school-scheduled holidays one (1) hour in advance of the usual dismissal time.

Each employee shall be provided with a minimum of one (1) period of duty free preparation time per day in secondary education or the equivalent on a weekly basis.

The building principal or designee may assign certified staff who have a planning period or are otherwise available to cover class periods for teachers on leave if no subs are available.

In order to promote the better administration of schooling and to insure the welfare of the students, no teacher may leave assigned duties, responsibilities, or positions without having first obtained in advance specific authorization from the Superintendent or Principal in charge of the building where the teacher is employed or the services are being performed or the teacher is stationed.

Teachers shall present themselves at 7:45 a.m. or as directed each morning, suitably attired and properly prepared to administer and discharge their duties and responsibilities for that day in a professional teacher-like manner.

B. Lunch Periods: Employees recognize that because of scheduling and space restrictions, it is not always possible for said employees to have daily-uninterrupted lunch periods. Employees shall, accordingly, assist the Principal and the Superintendent to insure that students are properly supervised during scheduled lunch periods. During lunch periods no employee shall leave said employee's building or other assigned position without having first applied for and obtained the requisite permission from said employee's Superintendent or Principal.

Each elementary employee shall be provided with a daily duty free lunch period of not less than 30 minutes.

C. Meetings:

1. Faculty Meetings: Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending in-service meetings unless engaged in other contracted or assigned duties. A reasonable effort shall be made to insure that such meetings are not called on Friday or on the day immediately preceding a holiday or on a day upon which teacher attendance is not otherwise required at school.
2. Notice: Except in an unusual situation, notice of such meetings shall be given to the employees involved at least two (2) days prior to meetings.
3. Teachers may attend monthly ASSOCIATION meeting prior to arrival of students or immediately following dismissal of students.

D. Field Trips: Field trips sponsored by or approved by the Board shall constitute regular school activities. Employees may be required to participate in and attend such field trips as part of their regular school activities and without additional compensation.

E. A reasonable effort shall be made to hire substitute teachers for teachers when they are absent.

ARTICLE VI - WORK YEAR

The regular school year shall consist of one hundred eighty-six (186) days. First year teachers in the district will have one more in-service day at the beginning of the year without additional compensation.

Employees will not be required to report to work on days that student attendance is not required due to inclement weather and such days will not be included in the 186 day regular school year. On days of early dismissal due to inclement weather, teachers will be required to remain on duty until released by the Superintendent or Principal.

Throughout the work year employees will be required to attend without additional compensation assigned duties other than to assist in supervision when necessary those activities which are a part of the Westwood Community School District. Any activities not sponsored by the Westwood Community School District or approved by the BOARD will not require employee attendance.

ARTICLE VII - GRIEVANCE PROCEDURE

It is the desire of the BOARD and ASSOCIATION to promote labor peace and mutual understanding between the parties. In the event a grievance arises, the following procedure shall be utilized to resolve such 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 Agreement.

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

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

LEVEL ONE:

An employee or the grievance committee with a grievance must first discuss the problem with their principal. A designated representative of the ASSOCIATION may be present as a witness and/or advisor. Every reasonable effort shall be made to resolve the grievance at LEVEL ONE.

LEVEL TWO:

If, as a result of the informal discussion with the Principal or immediate supervisor at LEVEL ONE, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the ASSOCIATION on the form set forth in Schedule A. Such grievance form shall be signed by the grievant and a representative of the ASSOCIATION. The grievance form shall be filed with the superintendent with a copy to the appropriate Principal.

A conference shall take place between the grievant and the appropriate principal within five (5) school days of the filing thereof. The appropriate principal shall indicate his disposition of the grievance

in writing within five (5) school days of such conference and shall furnish a copy thereof to the ASSOCIATION.

If the aggrieved person or the ASSOCIATION is not satisfied with the disposition of the grievance, or if no disposition has been made within the LEVEL TWO ten (10) school day period, the grievant may invoke LEVEL THREE on the grievance form and furnish a copy to the superintendent and the ASSOCIATION. Invocation of LEVEL THREE must be within ten (10) school days from the LEVEL TWO disposition.

LEVEL THREE:

The Superintendent or his designee' shall meet with the aggrieved person and the ASSOCIATION within five (5) school days of the invocation of LEVEL THREE. Within five (5) school days of such meeting, the Superintendent or his designee' shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the ASSOCIATION.

LEVEL FOUR:

If the ASSOCIATION determines that it wishes to submit the grievance to arbitration, it must do so within ten (10) school days of the disposition of the grievance at LEVEL THREE by noting the invocation of LEVEL FOUR arbitration on the grievance form and furnishing a copy thereof to the Superintendent.

Within ten (10) school days after written notice to the BOARD of invocation of LEVEL FOUR arbitration, the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five arbitrators and 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 two (2) school days, and the other party shall have one (1) school day thereafter to remove one (1) of the four (4) remaining names. Thereafter, the parties shall alternately strike the remaining names within one (1) school day until one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days of submission of such briefs. The arbitrator's decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or

application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the BOARD and to the ASSOCIATION and shall be final and binding on the parties.

The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring the same.

If the arbitration hearing is during regular school hours, the ASSOCIATION shall reimburse the BOARD for the salaries paid teachers substituting for grievant and ASSOCIATION members and witnesses. The BOARD shall bear the entire cost and salaries for principals and superintendents and their substitutes required in attendance at such hearing. The ASSOCIATION shall notify the BOARD as soon as it can of the position for which the BOARD needs to obtain substitute teachers.

In the event the BOARD utilizes the services of an employee to substitute for a principal at an arbitration, the BOARD shall pay to or allow to the ASSOCIATION a sum equivalent to the wages for such substitute principal or superintendent.

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be present at all levels after LEVEL ONE and shall have the right to grieve any adjustment of the employee's complaint.

No employee shall be discharged or suspended without proper cause and without notice of his right to a fair and impartial hearing. Such notice shall comply with the requirements of state law. The employee shall be accorded the procedural safeguards related to such a hearing. An employee who feels a dismissal has been unfair may appeal the decision directly to LEVEL FOUR of this grievance procedure.

Group grievances must be filed by the ASSOCIATION and shall be processed beginning at LEVEL THREE.

The grievance procedure through LEVEL THREE shall be conducted by the parties in private. Arbitration hearings shall be open or private at the discretion of the arbitrator.

GRIEVANCE REPORT

WESTWOOD COMMUNITY SCHOOL DISTRICT

Distribution of Form:

_____ Building

1. Association

(Name of Grievant)

2. Employee

3. Appropriate Principal

4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Date Level II Invoked _____

C. Section(s) of Contract Violated _____

D. Statement of Grievance* _____

E. Relief Sought* _____

(Signature)

(Date)

F. Disposition of Principal _____

(Signature of Principal)

(Date)

*If additional space is needed, attach additional sheet

LEVEL III

- A. _____
(Signature of Grievant)
- B. Date Level III Invoked _____
- B. Date Received by Superintendent _____
- D. Disposition by Superintendent or Designee _____

- _____
(Signature of Superintendent or Designee) (Date)
-

LEVEL IV

- A. _____ (Signature of Grievant) _____ (Signature of Association President)
- B. _____ (Date Level IV Invoked) _____ (Date Received by Arbitrator)
- C. Disposition and Award of Arbitrator* _____

- _____
(Signature of Arbitrator) (Date of Decision)

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article VII of the Agreement, dated April, 1986, shall be Strictly observed in the settlement of grievances.

ARTICLE VII - GENERAL CONTRACTUAL PROVISIONS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall then be deemed invalid to the extent it is ruled contrary. All remaining provisions of this Agreement shall remain in full force and effect.

Two (2) original Agreements will be prepared by the BOARD or its personnel at the expense of the BOARD. The two (2) copies so printed, shall be mutually executed and shall constitute the original Agreement. The BOARD and the ASSOCIATION shall each retain in its permanent records one of such copies so mutually executed. In addition, the BOARD will provide at no expense to the ASSOCIATION a copy of such Agreement for each teacher.

Whenever any party to this Agreement is required by the terms hereof to give notice to the other, then and in that event, the party giving such notice shall attempt to hand deliver or email a copy of such notice to the President and Secretary of the ASSOCIATION, if the ASSOCIATION is the one receiving the notices, or to the office of the Superintendent in Sloan, Iowa, if the BOARD is the one receiving such notice.

The ASSOCIATION and the BOARD have negotiated a two-year contract. This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2023, provided, however, that either the BOARD or the ASSOCIATION may upon thirty (30) days written notice to the other prior to November 1, 2021, reopen the provisions of this agreement.

Upon reopening such negotiations, in the event the parties hereto fail to reach agreement, IMPASSE PROCEDURES at Employee Handbook may be invoked.

ARTICLE VII - BASE SALARY TABLE

FY26 SALARY TABLE							
STEPS	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30
BASE WAGE with TSS	\$50,000	\$905	\$905	\$905	\$1,005	\$1,005	\$1,005
					\$62,000	w/12 years of experience	

FY27 SALARY TABLE							
STEPS	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30
BASE WAGE with TSS	\$50,000	\$905	\$905	\$905	\$1,005	\$1,005	\$1,005
Experience Increase	\$100	\$100	\$100	\$100	\$62,000 \$100	w/12 years of experience \$100	\$100

Signature Clause: In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries. In addition, the Chief Negotiators for both parties have also signed. Each party warrants to the other that the officers executing this Agreement have received all requisite authority for such execution.

Dated this 27th day of May 2025.

WESTWOOD EDUCATION ASSOCIATION WESTWOOD COMMUNITY SCHOOL

By:

President

Chief Negotiator

By:

Board President

Board Secretary

Chief Negotiator