

Westwood Community School
Sloan, Iowa

Master Contract

2010-2011

TABLE OF CONTENTS

1			
2			<u>Page</u>
3	Article I	Recognition	3
4	Article II	Impasse Procedures	3
5	Article III	Association Rights	4
6	Article IV	Employee Rights	4
7	Article V	Association Dues Check-Off	5
8	Article VI	Leaves	7
9	Article VII	Employee Hours	8
10	Article VIII	Work Year	9
11	Article IX	Grievance Procedures	9
12		Grievance Form	12 & 13
13			
14	Article X	Safety Precautions	14
15			
16	Article XI	Transfers	14
17			
18	Article XII	Reduction of Staff	16
19			
20	Article XIII	Employee Evaluation Procedure	17
21			
22	Article XIV	Other Payroll Deductions	19
23			
24	Article XV	Sick Leave	19
25			
26	Article XVI	Wages and Salaries	20
27		Appendix A - Salary Schedule	22
28		Appendix A1 - Salary Schedule w/Phase I & II	23
29		Appendix A2 – Combined Salary Schedule with TSS	24
30		Appendix B - Supplemental Pay Schedule	25
31		Appendix C - Extra Duty Pay Schedule	26
32		Appendix D - Nurse	26
33			
34	Article XVII	Insurance	26
35			
36	Article XVIII	General Contractual Provisions	26

1 In Accordance with and pursuant to the provision of Iowa Public Employment Relations Act of 1974 as amended,
2 the Westwood Community School District and Westwood Education Association enter into this Master Agreement.
3

4 **ARTICLE I - RECOGNITION**

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

10 All full-time and regularly scheduled part-time professionally certified employees employed as
11 classroom teachers, special education instructors, remedial, resource room, industrial arts,
12 vocational agriculture, homemaking, business education, or other teachers not specially described.
13 The unit shall also include the librarians, guidance counselor, department chairman, and school
14 nurse.
15

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

26 As used in this Agreement, the following words shall have the following definition and meaning:

- 27 1) The term "BOARD" as used in this Agreement shall mean the Board of Education of the Westwood
28 Community School District.
29 2) The term "EMPLOYEE" as used in this Agreement shall mean all professionally certified employees
30 and the school nurse represented by the ASSOCIATION in the bargaining unit as defined and certified
31 by the Public Employment Relations Board.
32 3) The term "ASSOCIATION" as used in this Agreement shall mean the Westwood Education
33 Association.
34 4) The term "DISTRICT" as used in this Agreement shall mean the Westwood Community School
35 District, as it may be constituted from time to time.
36

37 The ASSOCIATION, EMPLOYEES and the BOARD may utilize, designate and employ such agents,
38 representatives or legal counsel as said parties may in their individual discretion desire.
39

40 **ARTICLE II - IMPASSE PROCEDURES**

41 The Impasse Procedures as set forth in Section 20.20; 20.21; 20.22; of the 1974 Code of Iowa as it may
42 from time to time be amended shall be utilized by the parties. The BOARD and the ASSOCIATION shall submit

1 this dispute to a single arbitrator rather than to a panel of arbitrators. The parties shall request from the Public
2 Employment Relations Board (hereafter PER board) a list of five (5) arbitrators from which the parties shall
3 alternately strike four (4) names with the arbitrator remaining being the arbitrator to whom the parties shall submit
4 the dispute.

5
6 **ARTICLE III - ASSOCIATION RIGHTS**

7 The ASSOCIATION and its members may make use of the vocal, band, lunchroom or classroom of school
8 buildings provided that the ASSOCIATION by or through its executive committee makes specific requests therefore
9 to the principal in charge of the building requesting that such room or classroom be made available. Such request
10 when made shall not unreasonably be denied. The ASSOCIATION shall endeavor to make such request to use the
11 building to the principal of the building where the room is located at least two (2) days prior to its intended use.

12 The ASSOCIATION may utilize any of three (3) bulletin boards provided by the BOARD at such locations
13 as may be selected by the ASSOCIATION upon which the ASSOCIATION may post such information as it deems
14 appropriate. The President of the ASSOCIATION shall designate such locations.

15 No ASSOCIATION business shall be conducted on school property during school hours except with the
16 express permission of the principal in charge of the facility or area the ASSOCIATION seeks to utilize. This
17 paragraph shall not prohibit the distribution of ASSOCIATION membership applications four times each year
18 during regular school hours upon school premises for so long as such distribution does not interfere with class
19 activities.

20 The DISTRICT shall not be required to research or compile statistics or records solely for the purpose of
21 the ASSOCIATION.

22 The ASSOCIATION shall have only those rights as are herein expressly set forth or may be by law
23 provided.

24
25 **ARTICLE IV - EMPLOYEE RIGHTS**

26 A. Rights

27 Individual employees shall have those rights as are herein expressly set forth or as may be by law provided.

28 B. Evaluation of Students

29 The certified teacher shall have the authority to determine grades and other evaluations of students within
30 the grading policies of the Westwood Community School District based upon professional judgment of available
31 criteria pertinent to any given subject area or activity for which the employee is responsible.

32 Should a question arise as to validity or appropriateness of a grade or evaluation, such grade or evaluation
33 may be changed by the Principal or Superintendent. The teacher must be notified in writing of the changed grade.
34 Ten (10) days after the teacher is notified the grade so modified shall be designated as the grade assigned by the
35 Principal or Superintendent.

36 Failure to inform the teacher in writing would verify the teacher's grade.
37

1 **ARTICLE V - ASSOCIATION DUES CHECK-OFF**

2 Any employee who is a member of the ASSOCIATION or who has applied for membership may sign and
3 deliver to the BOARD an Assignment authorizing the BOARD to deduct from the paycheck of such employee the
4 dues of the ASSOCIATION. The Assignment to be executed by the employee shall be as here provided.

5 Upon receipt of such properly executed Assignment, the BOARD shall deduct one-tenth (1/10) of the
6 annual ASSOCIATION dues from the regular salary check of the employee each month for ten (10) months
7 beginning with the October paycheck and ending with the July paycheck.

8 For those employees who begin dues deductions after the October pay period, the total yearly dues shall be
9 prorated and deducted from such employee's regular paychecks on the basis of the months remaining in the contract
10 period through the month of July.

11 The form of Assignment shall be effective for the contract year in which executed unless revoked by the
12 employee. Revocation by an employee shall be effective after giving the Board a thirty (30) day notice.

13 In those situations involving employee termination of employment prior to July, the BOARD shall deduct
14 from said employee's last paycheck the unpaid balance of ASSOCIATION dues remaining due and unpaid to the
15 full extent of such last paycheck if necessary and forward the same to the ASSOCIATION.

16 The ASSOCIATION agrees to indemnify, defend and hold harmless the BOARD and each individual
17 member of the BOARD against all claims, costs, suits, or any other liability or charges and court costs arising out of
18 the application of the provisions of this paragraph. The failure of the BOARD to withhold dues or to pay the
19 ASSOCIATION shall not render the BOARD liable to the ASSOCIATION or to employees by reason of such
20 failure.

21 The BOARD shall transmit to the ASSOCIATION the total monthly deductions for professional dues as
22 soon as possible but, in any event, within no less than ten (10) school days following each regular payroll period
23 together with a list of the employees for whom such deductions were made.
24
25

1 The form of authorization for dues deductions shall be as follows:

2 **AUTHORIZATION FOR PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES**

3 I hereby authorize the Westwood Community School District to deduct from my paychecks the dues I owe
4 the Westwood Education Association. I request such deduction to be in ten equal installments of \$ _____
5 each. I request that such deductions begin with the paycheck I would expect to receive on or about October 20,
6 2010, and continue thereafter each month. It is my understanding that the Westwood Community School District
7 will remit such deductions monthly to the Westwood Education Association. In the event my employment is
8 terminated prior to August of 2011, I authorize the School District to deduct the total unpaid balance of Association
9 dues and forward the same to the Westwood Education Association. I further authorize a representative of the
10 Westwood Education Association to examine my payroll records at the Westwood Community School District to
11 insure that this request has been complied with. In the event of any mistakes during the course of the year in dues
12 deductions which may or may not have been made as hereby requested, I authorize the Westwood Community
13 School District to make such correction as may be required in order to insure compliance with this request out of the
14 last paycheck which I will receive for the 2010-10 school contract year.

15
16
17
18 Date _____

19
20
21 Employee: _____

22
23

1 **ARTICLE VI - LEAVES**

2 Employees shall earn two (2) personal leave days each year with pay. Which may be carried over,
3 accumulative up to a maximum of four (4) days. Employees shall arrange in advance with the proper Principal to
4 take such personal leave. At the end of any given year, the employee may have four (4) days, two (2) days shall be
5 reimbursed and two (2) shall be carried over. At the time of retirement, employees shall be reimbursed for all unused
6 personal days at the substitute rate.

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

9 Employees shall have two (2) immediate family illness days leave each year with pay. Immediate family
10 shall be only spouse, child, parent, or parent-in-law. Employees will also be given an annual choice of including
11 grandchildren OR siblings for their family illness leave. (Only upon agreement in normal negotiations in the spring
12 of 2011 will this language continue)

13 Such leave if unused may accumulate from year to year to a maximum of five (5) days per year. If in any
14 given year an employee exhausts their immediate family illness leave and personal leave, up to (10) sick leave days
15 may be used for additional immediate family illness leave.

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

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

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

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

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

28 Military leaves shall be granted as by law required.

29 Additional leaves with or without pay upon reasonable notice and application to the BOARD may be
30 granted at the discretion of the BOARD. Each application shall be individually considered.

31
32

1 **ARTICLE VII - EMPLOYEE HOURS**

2 A. Duties and responsibilities of teachers under this contract are not readily dischargeable nor
3 translatable into fixed hours and minutes of the day. All parties to this Agreement recognize and expect that in
4 addition to the regular business school hours during which teacher attendance is required, teachers on their own and
5 without supervision or requirement so to do must dedicate additional time or times to their classes and individual
6 students as from time to time may be necessary. Further, each teacher shall prepare, well in advance, for the
7 disposition of said teacher's responsibilities and duties in teaching. Such preparation shall include outside study and
8 organization, grading of papers and the discharge of normal teacher duties and responsibilities. All of such time or
9 times are in addition to normal classroom duties.

10 In order that there shall be no misunderstanding concerning the normal workday, teachers shall be at their
11 respective positions at 8:00 A.M. until 4:00 P.M., Monday through Thursday. On Friday the work day shall be from
12 8:00 A.M. until 3:40 P.M. In addition, individual teachers may be required to remain later than 4:00 P.M. or 3:40
13 P.M. or to come to work prior to 8:00 A.M. for regularly scheduled courses or scheduled special activities or to
14 assist in student supervision. Whenever possible, the BOARD will direct dismissal of classes on the day prior to
15 school-scheduled holidays one (1) hour in advance of the usual dismissal time.

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

18 The building principal or designee may assign certified staff who have a planning period or are otherwise
19 available to cover class periods for teachers on leave if no subs are available. A teacher so assigned will be paid
20 one-eighth of the daily substitute's salary for covering a class or portion of a class that lasts more than 25 minutes.
21 A teacher assigned 25 minutes or less will not receive additional compensation. Media specialist(s) will not receive
22 additional compensation unless they are asked to close the media center and go to a classroom. Staff assigned to
23 study hall duty shall not receive extra compensation. Every effort will be made to obtain a substitute when teachers
24 are absent.

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

29 Teachers shall present themselves at 8:00 a.m. or as directed each morning, suitably attired and properly
30 prepared to administer and discharge their duties and responsibilities for that day in a professional teacher-like
31 manner.

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

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

3 C. Meetings:

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

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

16 E. A reasonable effort shall be made to hire substitute teachers for teachers when they are absent.
17

18 **ARTICLE VIII - WORK YEAR**

19 The regular school year shall consist of one hundred eighty-nine (189) days. First year teachers in the
20 district will have one more in-service day at the beginning of the year without additional compensation.

21 Employees will not be required to report to work on days that student attendance is not required due to
22 inclement weather and such days will not be included in the 189 day regular school year. On days of early dismissal
23 due to inclement weather, teachers will be required to remain on duty until released by the Superintendent or
24 Principal.

25 Throughout the work year employees will be required to attend without additional compensation without
26 assigned duties other than to assist in supervision when necessary those activities which are a part of the Westwood
27 Community School District. Any activities not sponsored by the Westwood Community School District or
28 approved by the BOARD will not require employee attendance.
29

30 **ARTICLE IX - GRIEVANCE PROCEDURE**

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

34 A grievance is a claim by an employee, a group of employees, or the ASSOCIATION that there has been a
35 violation, misinterpretation, or misapplication of any provision of this Agreement.

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

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

5
6 LEVEL ONE:

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

10 LEVEL TWO:

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

15 A conference shall take place between the grievant and the appropriate principal within five (5) school days
16 of the filing thereof. The appropriate principal shall indicate his disposition of the grievance in writing within five
17 (5) school days of such conference and shall furnish a copy thereof to the ASSOCIATION.

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

22 LEVEL THREE:

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

27 LEVEL FOUR:

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

31 Within ten (10) school days after written notice to the BOARD of invocation of LEVEL FOUR arbitration,
32 the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a
33 commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a
34 commitment within the specified period, a written request for a list of arbitrators shall be made to the Public
35 Employment Relations Board (PER Board) by either party. The list shall consist of five arbitrators and the parties
36 shall determine by lot which party shall have the right to remove the first name from the list. The party having the
37 right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) school

1 day thereafter to remove one (1) of the four (4) remaining names. Thereafter, the parties shall alternately strike the
2 remaining names within one (1) school day until one (1) name remains. The person whose name remains shall be
3 the arbitrator.

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

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

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

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

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

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

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

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

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SCHEDULE A

GRIEVANCE REPORT

WESTWOOD COMMUNITY SCHOOL DISTRICT

Distribution of Form:

_____ Building

1. Association

_____ Building
(Name of Grievant)

2. Employee

3. Appropriate Principal

4. Superintendent

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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 sheets

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 IX of the Agreement, dated April, 1986, shall be Strictly observed in the settlement of grievances.

1 **ARTICLE X - SAFETY PRECAUTIONS**

2 Upon receipt of a bomb threat, every reasonable precaution shall be taken to insure that employees
3 and students are protected to the fullest extent possible. No employee shall be required to search for a bomb after a
4 bomb threat has been received.

5 The BOARD shall provide a safe place to work and the EMPLOYEES shall assist the BOARD in keeping
6 it safe. Employees shall immediately report any unsafe condition, situation or practice to the building Principal or
7 Superintendent.

8
9 **ARTICLE XI - TRANSFERS**

10 A. Definitions

11 The assignment of an employee to a different grade level, curriculum department, or building (K-6 to 7-12
12 or 7-12 to K-6) shall be considered a transfer.

13 An employee with an assignment in more than one category shall be classified in the department in which
14 he/she has the greatest number of periods of assignment. If the number of assigned periods between departments is
15 equal, the employee shall be classified in the area of major certification.

16 In both voluntary and involuntary transfer situations, to avoid the staff reduction of a certified employee,
17 the superintendent shall have the right to move or not move an employee to a different teaching assignment which
18 he/she is certified to teach.

19 B. Voluntary Transfers

20 Positions at Westwood Community School will be filled in one of two ways: (1) Exclusively by Transfer or (2)
21 Open to All Candidates. The Superintendent shall determine which method will be used.

22 Exclusively by Transfer:

23 If the Superintendent determines that a position will be filled by voluntary internal transfer, the position
24 will be posted with the Association. Employees who desire a transfer to a different teaching assignment covered by
25 this Agreement may file a written request to such assignment with the office of the Superintendent. If more than one
26 employee requests a transfer to the same position, the following procedure, in the order listed below, shall be used to
27 fill such requests for transfer:

28 1. Certification

29 a. Certification means that the employee has, will obtain, or is eligible for full certification on
30 the first day of the school year for which the transfer request was made.

31
32 2. Senior Employee (greatest number of years of experience as a certified teacher in the school
33 district)

34 3. Greatest number of favorable evaluation reports

35 4. Recency of experience in teaching and education in the particular field to be taught in the vacancy.

36 5. If there is no substantial difference between two or more candidates for a particular position after
37 items 1 through 4 are reviewed, the building principal shall determine which of the candidates is

1 best suited for the position based on observation of their work. This decision shall not be
2 grievable.

3 6. Open to All Candidates

- 4 a. If the Superintendent determines that a position will be filled by opening the position to
5 all possible candidates, including applicants who are not current employees, the position
6 will be posted with the Association and appropriate venues for recruiting applicants from
7 outside the district.
8 b. All candidates for the position will have equal opportunity for review and selection for
9 interviews. The procedure outlined in the Exclusively by Transfer section of the Contract
10 will not apply.
11

12 C. Involuntary Transfers

13 The ASSOCIATION and the BOARD agree that it is preferable to use voluntary transfer requests in filling
14 positions. When involuntary transfers become necessary in the event of staff reduction or the inability to fill a staff
15 vacancy, the following provisions shall apply. A teacher that received an involuntary transfer will regain his/her
16 original position upon written request if reopened in a three-year period of time. This provision supercedes all
17 requests for voluntary transfer.

18 1. Procedure: The Superintendent may:

- 19 a. The teacher with the least seniority if certified will be automatically transferred to the
20 available position.
21 b. If certified, move a special education teacher, music teacher, P.E. teacher, Guidance
22 Counselor or Chapter I teacher into the regular classroom and visa versa.
23 c. If certified, special education teachers, music teachers, P.E. teachers, and Guidance
24 Counselors may be moved within the elementary, junior high or senior high.
25 d. Each time an opening occurs following an involuntary transfer, such position shall be posted
26 and, if unfilled, then involuntary transfer procedures shall be implemented.
27 e. If items a through d are consider equal, then the Superintendent will consider the employee's
28 teaching experience in the grade level to be taught, the specific skills and qualifications
29 required to fill the vacancy, his/her job performance and his/her areas of academic preparation
30 in making a decision. The decision under item e will not be grievable.
31

32 2. Meeting

33 An involuntary transfer shall be made only after a meeting between the employee involved, the
34 ASSOCIATION representative (if requested by the employee), and the Superintendent at which
35 time the employee shall be given written reason(s) thereof.
36

37 After the meeting, the employee shall be given a written notice of the involuntary transfer as soon
38 as possible. In no event shall changes in the employee's assignments be made later than forty-five
39 calendar days preceding commencement of the next school term unless an emergency situation
40 exists at school registration time. The employee shall be allowed to resign without repercussions
41 if such a change is not acceptable to him/her.
42

1 **ARTICLE XII - REDUCTION OF STAFF**

2 When one (1) or more employees are to be laid off, the following method shall be implemented in retaining
3 staff members in the order listed:

- 4 1. Certification in area of academic instruction.
5 2. Seniority (greatest number of years of experience in the school district).
6 3. Competency and demonstrated effectiveness as reflected in teacher evaluation reports.
7 4. If items 1, 2, & 3 are considered equal, then Involuntary Transfer Procedure 1.e will apply.

8 The BOARD may not consider differences in salary levels in determining the employees to be retained. In
9 other words, the BOARD may not retain a junior employee just because the salary of said junior employee is less
10 than other employees.

11 Employees to be reduced shall be notified in accordance with Chapter 279.13 of the Code of Iowa.
12 Whenever possible, employees who may be affected by staff reduction shall be notified by March 15 that they may
13 be affected. An employee who has been terminated by reason of a reduction of staff may advise the Superintendent
14 in writing of a desire of such employee to be re-employed in the event a vacancy occurs for which such employee is
15 qualified. For a period of two (2) years following the termination of such an employee, the BOARD will rehire such
16 an employee over other applicants, when filling any vacancy for which said terminated employee is qualified.

17 If re-employment of such terminated employee is possible within such two (2) year period, the BOARD
18 shall give written notice by certified mail return receipt requested to said terminated employee and said terminated
19 employee shall have fifteen (15) days from the receipt thereof of such notice to accept such re-employment and
20 notify the Superintendent in writing of said terminated employee's decision to accept such re-employment. If such
21 notice is returned undelivered or if such notice of acceptance is not received by the Superintendent within the fifteen
22 (15) day period, such re-employment will be deemed to have been rejected.

23 Any terminated employee re-employed in accordance with this procedure shall retain any benefits accrued
24 to such employee up to the time of termination.

25 Definition:

26 "Seniority" as used in this Agreement shall mean an employee's continuous length of service with the Westwood
27 Community School District from his/her latest date of employment. Periods of approved unpaid leaves of absence
28 shall not be included in computing an employee's length of service; however, seniority will not be broken by such
29 leaves. Seniority determination date is the date of the first day of the fall workshop.

30 The seniority of an employee shall terminate if the employee resigns, is terminated, is laid off and not
31 recalled within the time period as provided in Article XII: REDUCTION OF STAFF, or fails to respond to recall
32 notice as provided in Article XII.

33 No later than September 30 of each school year, the superintendent will provide the ASSOCIATION with a
34 list showing the seniority of each employee employed by the BOARD.

35 If an individual employee disagrees with the accuracy of the seniority list and fails to contact the
36 administration within a thirty (30) day period following its publication, the list will remain intact for that contract
37 year.

1 **ARTICLE XIII - EMPLOYEE EVALUATION PROCEDURE**

2 During a school professional development day, the Principal of each building or the Superintendent shall
3 acquaint each employee with the evaluation procedures to be utilized and shall apprise each teacher of the evaluation
4 criteria which has been or which shall in the future be determined by the DISTRICT. A Performance Review of an
5 individual employee shall not be undertaken until fourteen (14) calendar days after said employee has been advised
6 in accordance with this provision.

7 Tier I Beginning Teachers (Teachers with an initial provisional license) will be evaluated by the procedures
8 and criteria dictated by the Code of Iowa and the Iowa Department of Education. Regarding Tier II Career Teachers
9 (Teacher with a valid practitioner’s license), the DISTRICT shall review a teacher’s performance at least once every
10 three years for purposes of assisting teachers in making continuous improvement, documenting continued
11 competence in the Iowa teaching standards or identifying teachers in need of improvement. The Performance
12 Review shall include, at minimum, classroom observation of the teacher, the teacher’s progress toward the
13 evaluation criteria, and implementation of the teacher’s individual career development plan. The Performance
14 Review shall include evidence from evaluators, teachers, parents, and/or students; and may include portfolios of
15 teaching practices demonstrating proficiency in the Iowa Teaching Standards and Model Criteria.

16 At least annually, the teacher and principal will meet informally to develop and assess the teacher’s career
17 development plan and progress on the Iowa Teaching Standards and Model Criteria. An individual career
18 development plan may be individual or connected with a collaborating group; but, in either case, they should be
19 linked to the district school improvement goals and the district professional development plan. A written summary
20 of the plan and the progress made will be included in the teacher’s folder by the evaluator. The DISTRICT will
21 provide some professional development time and resources to help complete those plans.

22 The classroom teaching performance of Tier II teachers will be formally evaluated a minimum of once
23 every three years. Formal evaluations will take place before the last three weeks of school, if at all possible. Formal
24 evaluation shall be preceded in the case of announced classroom visitation by submission of lesson plans for the
25 preceding month, week of evaluation and day of evaluation, as the employee deems relevant. In addition, the
26 evaluated employee shall submit such status report and comments, as the employee deems relevant.

27 Announced classroom visitations shall be of not less than thirty (30) minutes duration. Unannounced
28 visitations for formal evaluation shall be of not less than fifteen (15) minutes duration. The evaluator may request
29 lesson plans and comments in connection with any formal evaluation. The formal evaluation shall include
30 announced classroom visits, unannounced classroom visits, and any other relevant observations. The formal
31 evaluation shall be the primary method of evaluation. In addition to the formal evaluations provided by this
32 paragraph, the DISTRICT will also utilize such informal procedures and evaluation methods as may be advisable.
33 As soon as practical following informal evaluation, but in any event not less than once each year, the results of such
34 informal evaluation shall be reduced to writing and the evaluated employee furnished with a copy thereof. Formal
35 evaluation shall be reduced to writing not more than five (5) school days following such formal evaluation and the
36 employee immediately furnished with a copy thereof. An evaluated employee who so desires may request a meeting
37 with the person or persons who have performed such evaluation within five (5) school days of receiving the results

1 of the evaluation. Upon request, such meeting shall be arranged as soon as possible, and the teacher may have a
2 representative present if so desired. At the time of such meeting or within five (5) school days thereafter, the
3 evaluated employee shall have the right to submit an explanation or other written statement regarding such
4 evaluation and such statement shall be attached to the written evaluation and placed in the file of such employee.
5 The employee's signature on any evaluation shall mean only that the employee is aware of its contents and in no
6 way shall be construed to mean that the employee agrees with the contents of the evaluation. The evaluation shall be
7 sustained unless the employee establishes the evaluation procedures were not followed, that the evaluation is not
8 based on the established criteria, or that the evaluation is inaccurate. Evaluations for each employee shall be
9 maintained by the DISTRICT and shall be available to each employee for inspection.

10 The Performance Review will include a summary of the teacher's progress on the eight standards and forty-
11 two criteria as defined in the Code of Iowa and Department of Education and his or her Individual Career
12 Development Plan. The primary purpose of employee evaluation is to assist employees to improve the quality of
13 teaching by strengthening performance areas outlined in the Standards and Criteria in the Iowa Code Chapter 284
14 and Iowa Administrative Code Chapter 83. Accordingly, the evaluator shall make specific written comments and
15 suggestions for improvement in the furtherance of such purpose as part of the evaluation.

16 For a Tier II teacher evaluation, if a supervisor or evaluator determines, at any time, as a result of a teacher's
17 performance that the teacher is not meeting DISTRICT'S expectations under the Iowa Teaching Standards specified
18 in section 284.3, subsection 1, paragraphs "a" through "g", the Model Criteria for the Iowa Teaching Standards
19 developed by the Department in accordance with section 256.9, subsection 50, and any other standards or criteria
20 established in the collective bargaining agreement, the evaluator shall, at the direction of the teacher's supervisor,
21 recommend to the DISTRICT that the teacher participate in an Intensive Assistance Program. The Intensive
22 Assistance Program and its implementation are not subject to negotiation or grievance procedures established
23 pursuant to chapter 20.

24 If the District determines that an employee will be placed on an intensive assistance plan, the District will
25 comply with the established intensive assistance program procedures agreed upon by the parties.

26 Employees who are placed on intensive assistance plan may file a grievance regarding the content of the
27 intensive assistance plan. The intensive assistance plan will be sustained unless the employee establishes
28 that it is arbitrary, capricious, or without basis in fact.

29 The District will implement the intensive assistance plan which is developed for the employee in a
30 manner which is consistent with the intensive assistance program agreed upon by the parties. Employees
31 who are placed on intensive assistance plan may file a grievance regarding the implementation of the
32 intensive assistance plan. The implementation of the intensive assistance plan will be sustained unless the
33 employee establishes that the plan was implemented in a manner which was arbitrary, capricious, or
34 without basis in fact.

35 All grievances that allege a violation of any provision of the Agreement pertaining to the substance of an
36 evaluation, to evaluation procedures, or to an intensive assistance plan shall be commenced at Level

1 Three within fifteen (15) working days of the date of the occurrence of the event giving rise to the
2 grievance, and the arbitration hearing regarding such a grievance shall be held not later than thirty (30)
3 calendar days following the date on which the request for arbitration is received by the District.
4

5 **ARTICLE XIV - OTHER PAYROLL DEDUCTIONS**

6 Upon appropriate written authorization from the employee, the BOARD shall deduct from the salary of any
7 employee and make appropriate remittance for annuities, credit union(s), savings bonds, insurance, or any other
8 plans or program jointly approved by the ASSOCIATION and the BOARD.

9 Such authorization may not be altered during the semester.
10

11 **ARTICLE XV - SICK LEAVE**

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

17 Employees with the Westwood Community School District under the terms of this Agreement shall be
18 entitled to ten (10) days of sick leave at the beginning of their employment.

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

21 Employees who have accumulated two (2) years of service and employment with the Westwood
22 Community School District under the terms of this Agreement shall be entitled to twelve (12) days of sick leave.

23 Employees who have accumulated three (3) years of service and employment with the Westwood
24 Community School District under the terms of this Agreement shall be entitled to thirteen (13) days of sick leave.

25 Employees who have accumulated four (4) years of service and employment with the Westwood
26 Community School District under the terms of this Agreement shall be entitled to fourteen (14) days of sick leave.

27 Employees who have accumulated five (5) years of service and employment with the Westwood
28 Community School District under the terms of this Agreement shall be entitled to fifteen (15) days of sick leave.

29 Employees with previous experience in other districts may transfer up to ten (10) days of unused sick leave
30 from the previous district. These transferred days will be added to the sick leave provided in this section.

31 Accumulated sick leave will not be adjusted for employees who were hired before the 2000-01 school year.

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

1 life-threatening condition. The superintendent shall determine if the condition is life threatening. His decisions
2 shall be non-grievable.

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

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

11 Upon retiring from the Westwood Community School District, any employee who has ten years of
12 continuous service and has reached the age of 55 shall receive compensation for any unused accumulated sick leave
13 at the rate of \$15.00 per day. Total accumulation shall not exceed \$3,000.

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

17 18 **ARTICLE XVI - WAGES AND SALARIES**

19 The salary of each employee covered by this Agreement is set forth in Appendix "A" and "A1" which is
20 attached hereto and made a part hereof. Each employee shall be placed on the proper step of the Salary Schedule as
21 of the effective date of this Agreement. Such procedure shall apply only to this Article and no employee will be
22 reduced in step, lane, or salary for the purpose of this Article by reason of this provision. Pay, if any, for
23 supplemental duties shall be only in accordance with Appendix "B" and entitled "SUPPLEMENTAL DUTY PAY
24 SCHEDULE". Pay for so called extra duties shall be in accordance with Appendix "C". No sums shall be paid to
25 any employee except in accordance with Appendix "A", "A1", "B", "C", and "D" except such hourly employee as
26 may be hired from time to time.

27 Experience credit earned in other school systems or Westwood Community School system within the prior
28 ten (10) years shall be recognized on the Salary Schedule at full value up to ten (10) year. This paragraph shall not
29 operate retroactively to alter the salary schedule placement of any presently employed teacher.

30 Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the
31 schedule for each year of service until the maximum for their education classification is reached. A year of service
32 consists of employment in the Westwood Community School District for one (1) semester or more in one (1) year.

33 Employees on the regular salary schedule who move from one educational lane to a higher educational lane
34 shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational
35 lane to another, such employee must advise the BOARD in writing of their intentions prior to June 1st of each
36 contract year, if possible, and thereafter shall file suitable evidence of additional education credit with the
37 Superintendent no later than September 15 of the contract year.

1 Employees contracted for the regular school year shall be paid in twelve (12) equal monthly installments on
2 or before the 20th of each month.

3 When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their
4 paychecks on the prior working day.

5 Summer checks, other than for summer school teachers, shall be mailed by the 20th of each month to the
6 address designated by the employee.

7 The salary schedule is based upon the regular school year as set forth in this Agreement. Any employee
8 whose assignment exceeds the regular employee work year will be additionally compensated as follows.

9 The extended work year shall be a per diem rate. Per Diem rate will be calculated according to the
10 following formula: $(\text{salary}) \div (\text{number of contract work days}) \times (\text{extra days worked}) = \text{additional payment}$.

11 Summer band and driver's education are optional.

12 The attached salary schedule (A1) includes funds made available to the district by H.F. 499, the
13 Educational Excellence Fund. In the event such legislation is repealed, or the funding for the minimum salary
14 supplement, and/or retention payments, and/or supplemental pay or performance based payments are reduced, those
15 provisions of the attached schedule funded by such legislation shall be reduced by the amount of such reduction.

16 Children of staff covered by the Master Contract will be given first priority for any available openings in
17 the annual spring enrollment period for our regular preschool program.

18

Appendix "A"		Westwood School District - Approved Salary Schedule							
Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	Step	
0	28,379	29,224	30,069	30,914	31,859	32,804	33,749	0	
1	29,224	30,069	30,914	31,759	32,804	33,749	34,694	1	
2	30,069	30,914	31,759	32,604	33,749	34,694	35,639	2	
3	30,914	31,759	32,604	33,449	34,694	35,639	36,584	3	
4	31,759	32,604	33,449	34,294	35,639	36,584	37,529	4	
5	32,604	33,449	34,294	35,139	36,584	37,529	38,474	5	
6	33,449	34,294	35,139	35,984	37,529	38,474	39,419	6	
7	34,294	35,139	35,984	36,829	38,474	39,419	40,364	7	
8	35,139	35,984	36,829	37,674	39,419	40,364	41,309	8	
9	35,984	36,829	37,674	38,519	40,364	41,309	42,254	9	
10	36,829	37,674	38,519	39,364	41,309	42,254	43,199	10	
11	36,829	37,674	39,364	40,209	42,254	43,199	44,144	11	
12	36,829	37,674	39,364	41,054	43,199	44,144	45,089	12	
13	36,829	37,674	39,364	41,054	44,144	45,089	46,034	13	
14	36,829	37,674	39,364	41,054	45,089	46,034	46,979	14	
15	37,674	38,519	39,364	41,054	46,034	46,979	47,924	15	
16	37,674	38,519	40,209	41,054	46,034	46,979	47,924	16	
17	37,674	38,519	40,209	41,899	46,034	46,979	47,924	17	
18	37,674	38,519	40,209	41,899	46,034	46,979	47,924	18	
19	37,674	38,519	40,209	41,899	46,034	46,979	47,924	19	
20	38,519	39,364	40,209	41,899	46,979	47,924	48,869	20	
21	38,519	39,364	41,054	41,899	46,979	47,924	48,869	21	
22	38,519	39,364	41,054	42,744	46,979	47,924	48,869	22	
23	38,519	39,364	41,054	42,744	46,979	47,924	48,869	23	
24	38,519	39,364	41,054	42,744	46,979	47,924	48,869	24	
25	39,364	40,209	41,054	42,744	47,924	48,869	49,814	25	
26	39,364	40,209	41,899	42,744	47,924	48,869	49,814	26	
27	39,364	40,209	41,899	43,589	47,924	48,869	49,814	27	
28	39,364	40,209	41,899	43,589	47,924	48,869	49,814	28	
29	39,364	40,209	41,899	43,589	47,924	48,869	49,814	29	
30	40,209	41,054	41,899	43,589	48,869	49,814	50,759	30	
31	40,209	41,054	42,744	43,589	48,869	49,814	50,759	31	
32	40,209	41,054	42,744	44,434	48,869	49,814	50,759	32	
33	40,209	41,054	42,744	44,434	48,869	49,814	50,759	33	
34	40,209	41,054	42,744	44,434	48,869	49,814	50,759	34	
35	41,054	41,899	42,744	44,434	49,814	50,759	51,704	35	
36	41,054	41,899	43,589	44,434	49,814	50,759	51,704	36	
37	41,054	41,899	43,589	45,279	49,814	50,759	51,704	37	
38	41,054	41,899	43,589	45,279	49,814	50,759	51,704	38	
39	41,054	41,899	43,589	45,279	49,814	50,759	51,704	39	
40	41,899	42,744	43,589	45,279	50,759	51,704	52,649	40	

Appendix "A1"		Westwood School District - Approved Salary Schedule							
		(With Phase II funding now TSS)							
Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	Step	
0	29,116	29,961	30,806	31,651	32,596	33,541	34,486	0	
1	29,961	30,806	31,651	32,496	33,541	34,486	35,431	1	
2	30,806	31,651	32,496	33,341	34,486	35,431	36,376	2	
3	31,651	32,496	33,341	34,186	35,431	36,376	37,321	3	
4	32,496	33,341	34,186	35,031	36,376	37,321	38,266	4	
5	33,341	34,186	35,031	35,876	37,321	38,266	39,211	5	
6	34,186	35,031	35,876	36,721	38,266	39,211	40,156	6	
7	35,031	35,876	36,721	37,566	39,211	40,156	41,101	7	
8	35,876	36,721	37,566	38,411	40,156	41,101	42,046	8	
9	36,721	37,566	38,411	39,256	41,101	42,046	42,991	9	
10	37,566	38,411	39,256	40,101	42,046	42,991	43,936	10	
11	37,566	38,411	40,101	40,946	42,991	43,936	44,881	11	
12	37,566	38,411	40,101	41,791	43,936	44,881	45,826	12	
13	37,566	38,411	40,101	41,791	44,881	45,826	46,771	13	
14	37,566	38,411	40,101	41,791	45,826	46,771	47,716	14	
15	38,411	39,256	40,101	41,791	46,771	47,716	48,661	15	
16	38,411	39,256	40,946	41,791	46,771	47,716	48,661	16	
17	38,411	39,256	40,946	42,636	46,771	47,716	48,661	17	
18	38,411	39,256	40,946	42,636	46,771	47,716	48,661	18	
19	38,411	39,256	40,946	42,636	46,771	47,716	48,661	19	
20	39,256	40,101	40,946	42,636	47,716	48,661	49,606	20	
21	39,256	40,101	41,791	42,636	47,716	48,661	49,606	21	
22	39,256	40,101	41,791	43,481	47,716	48,661	49,606	22	
23	39,256	40,101	41,791	43,481	47,716	48,661	49,606	23	
24	39,256	40,101	41,791	43,481	47,716	48,661	49,606	24	
25	40,101	40,946	41,791	43,481	48,661	49,606	50,551	25	
26	40,101	40,946	42,636	43,481	48,661	49,606	50,551	26	
27	40,101	40,946	42,636	44,326	48,661	49,606	50,551	27	
28	40,101	40,946	42,636	44,326	48,661	49,606	50,551	28	
29	40,101	40,946	42,636	44,326	48,661	49,606	50,551	29	
30	40,946	41,791	42,636	44,326	49,606	50,551	51,496	30	
31	40,946	41,791	43,481	44,326	49,606	50,551	51,496	31	
32	40,946	41,791	43,481	45,171	49,606	50,551	51,496	32	
33	40,946	41,791	43,481	45,171	49,606	50,551	51,496	33	
34	40,946	41,791	43,481	45,171	49,606	50,551	51,496	34	
35	41,791	42,636	43,481	45,171	50,551	51,496	52,441	35	
36	41,791	42,636	44,326	45,171	50,551	51,496	52,441	36	
37	41,791	42,636	44,326	46,016	50,551	51,496	52,441	37	
38	41,791	42,636	44,326	46,016	50,551	51,496	52,441	38	
39	41,791	42,636	44,326	46,016	50,551	51,496	52,441	39	
40	42,636	43,481	44,326	46,016	51,496	52,441	53,386	40	

Appendix "A2"		Westwood School District - Combined Salary Schedule							
TSS FTE* =	\$4,050								
Step	BA	BA+9	BA+18	BA+27	MA	MA+15	MA+30	Step	
0	29,616	30,461	31,306	32,151	33,096	34,041	34,986	0	
1	30,461	31,306	32,151	32,996	34,041	34,986	35,931	1	
2	31,306	32,151	32,996	33,841	34,986	35,931	36,876	2	
3	32,151	32,996	33,841	34,686	35,931	36,876	37,821	3	
4	32,996	33,841	34,686	35,531	36,876	37,821	38,766	4	
5	33,841	34,686	35,531	36,376	37,821	38,766	39,711	5	
6	34,686	35,531	36,376	37,221	38,766	39,711	40,656	6	
7	35,531	36,376	37,221	38,066	39,711	40,656	41,601	7	
8	36,376	37,221	38,066	38,911	40,656	41,601	42,546	8	
9	37,221	38,066	38,911	39,756	41,601	42,546	43,491	9	
10	38,066	38,911	39,756	40,601	42,546	43,491	44,436	10	
11	38,066	38,911	40,601	41,446	43,491	44,436	45,381	11	
12	38,066	38,911	40,601	42,291	44,436	45,381	46,326	12	
13	38,066	38,911	40,601	42,291	45,381	46,326	47,271	13	
14	38,066	38,911	40,601	42,291	46,326	47,271	48,216	14	
15	38,911	39,756	40,601	42,291	47,271	48,216	49,161	15	
16	38,911	39,756	41,446	42,291	47,271	48,216	49,161	16	
17	38,911	39,756	41,446	43,136	47,271	48,216	49,161	17	
18	38,911	39,756	41,446	43,136	47,271	48,216	49,161	18	
19	38,911	39,756	41,446	43,136	47,271	48,216	49,161	19	
20	39,756	40,601	41,446	43,136	48,216	49,161	50,106	20	
21	39,756	40,601	42,291	43,136	48,216	49,161	50,106	21	
22	39,756	40,601	42,291	43,981	48,216	49,161	50,106	22	
23	39,756	40,601	42,291	43,981	48,216	49,161	50,106	23	
24	39,756	40,601	42,291	43,981	48,216	49,161	50,106	24	
25	40,601	41,446	42,291	43,981	49,161	50,106	51,051	25	
26	40,601	41,446	43,136	43,981	49,161	50,106	51,051	26	
27	40,601	41,446	43,136	44,826	49,161	50,106	51,051	27	
28	40,601	41,446	43,136	44,826	49,161	50,106	51,051	28	
29	40,601	41,446	43,136	44,826	49,161	50,106	51,051	29	
30	41,446	42,291	43,136	44,826	50,106	51,051	51,996	30	
31	41,446	42,291	43,981	44,826	50,106	51,051	51,996	31	
32	41,446	42,291	43,981	45,671	50,106	51,051	51,996	32	
33	41,446	42,291	43,981	45,671	50,106	51,051	51,996	33	
34	41,446	42,291	43,981	45,671	50,106	51,051	51,996	34	
35	42,291	43,136	43,981	45,671	51,051	51,996	52,941	35	
36	42,291	43,136	44,826	45,671	51,051	51,996	52,941	36	
37	42,291	43,136	44,826	46,516	51,051	51,996	52,941	37	
38	42,291	43,136	44,826	46,516	51,051	51,996	52,941	38	
39	42,291	43,136	44,826	46,516	51,051	51,996	52,941	39	
40	43,136	43,981	44,826	46,516	51,996	52,941	53,886	40	

TSS FTE = Teacher Salary Supplement is the new name for funds formerly know as Teacher Quality

29,616 New Base w/phase & TSS

Supplemental Pay Schedule

Supplemental Pay Schedule	1-2 yrs.		3+ yrs.	
	Amount	Percentage	Amount	Percentage
Position	Per Position	of Base	Per Position	of Base
Head Coach (FB, BB, WR, VB, BB, SB)	\$3,258	11.0%	\$3,584	12.1%
Jr/Sr Instrumental Music	\$3,258	11.0%	\$3,584	12.1%
Jr/Sr Vocal Music	\$3,258	11.0%	\$3,584	12.1%
Weight Training Coordinator	\$2,369	8.0%	\$2,606	8.8%
Head Coach (GT, BT, G & BG, CC, Soccer)	\$2,369	8.0%	\$2,606	8.8%
Drill Team	\$2,369	8.0%	\$2,606	8.8%
Musical or HS Plays (2)	\$2,369	8.0%	\$2,606	8.8%
Assistant Coach (FB, BB, WR, VB, BB, SB)	\$2,073	7.0%	\$2,280	7.7%
Head Golf (B & G)	\$1,777	6.0%	\$1,955	6.6%
Jr. High Head Coach (FB, VB, BB, TR, WR)	\$1,777	6.0%	\$1,955	6.6%
Publication of Annual	\$1,777	6.0%	\$1,955	6.6%
Junior Class Sponsor	\$1,777	6.0%	\$1,955	6.6%
Assistant Track Coach (BT, GT, Soccer)	\$1,481	5.0%	\$1,629	5.5%
Swing Choir Choreographer	\$1,481	5.0%	\$1,629	5.5%
Drug Abuse Coordinator	\$1,303	4.4%	\$1,433	4.8%
Jr. High Assistant Coach (FB, VB, BB, TR, WR)	\$1,185	4.0%	\$1,303	4.4%
Student Council Advisor (Senior High)	\$1,185	4.0%	\$1,303	4.4%
Quiz Bowl Advisor	\$1,185	4.0%	\$1,303	4.4%
Cheerleading & Pep Club (FB, BB, WR)	\$888	3.0%	\$977	3.3%
Individual Speech Contest	\$888	3.0%	\$977	3.3%
Group Speech Contest	\$888	3.0%	\$977	3.3%
Madrigal	\$888	3.0%	\$977	3.3%
Paper (If not included in regular classroom assignment)	\$888	3.0%	\$977	3.3%
Future Problem Solving Coordinator	\$888	3.0%	\$977	3.3%
Quiz Bowl Assistant Advisor	\$888	3.0%	\$977	3.3%
Academic Advisor (Math Counts, Math Bees & Young S.)	\$888	3.0%	\$977	3.3%
Chaperone (Girls)	\$740	2.5%	\$814	2.8%
Bookkeeper	\$740	2.5%	\$814	2.8%
Photographer	\$592	2.0%	\$652	2.2%
Assistant Junior Class Sponsor	\$592	2.0%	\$652	2.2%
National Honor Society	\$592	2.0%	\$652	2.2%
Student Assistant Team Leader	\$563	1.90%	\$619	2.09%
Student Assistant Team Member	\$459	1.55%	\$505	1.71%
Senior Class Sponsor	\$296	1.0%	\$326	1.1%
Jr. High Cheerleading Sponsor (FB, BB, WR)	\$296	1.0%	\$326	1.1%
Jr. High Chaperone	\$296	1.0%	\$326	1.1%
Student Council Advisor (Junior High)	\$296	1.0%	\$326	1.1%
Drill Team Choreographer	\$1,481	5.0%	\$1,629	5.5%

55

56

1 Appendix C

2 **EXTRA DUTY PAY SCHEDULE**

3 Chaperons for buses will be paid \$10.00 an hour up to \$80.00 per day for chaperoning outside the contract day.

4
5 Ticket sellers, supervisors, timers, announcers, scorers, ticket takers, camera people, scorer - away games for each
6 time. . . . \$20.00

7
8 For one-day tournament events \$40.00 ½ day or \$80.00 whole day.

9
10 For summer baseball/softball \$30.00

11 Bookkeeper See Supplemental Pay Schedule
12
13

14 **NURSE**

15 Only staff hired for the teaching/school nursing position recognized in the master contract
16 will be placed on the step and lane of the teacher salary schedule appropriate to their education and
17 experience and receive benefits as prescribed by the master contract. Staff hired with nursing certification
18 for other positions within the district will not be considered part of this contract.
19

20 **ARTICLE XVII - INSURANCE**

21 The selection of the carrier and plan for the employees’ insurance program shall be by mutual agreement of
22 the BOARD and the ASSOCIATION. The group benefit program includes: comprehensive medical, long-term
23 disability, employee and dependent term life insurance, and dental insurance.

24 The Board will provide \$574.25 per month to each employee to use toward purchase of a comprehensive
25 medical insurance plan. An insurance committee made of three ASSOCIATION members, two BOARD members,
26 and the Superintendent shall review medical insurance proposals and recommend a program with at least two levels
27 of deductibles to be approved by the BOARD and the ASSOCIATION.

28 Employees who are covered by a spouse’s major medical group insurance plan may choose not to
29 participate in the medical insurance program.

30 An employee who elects to take insurance that costs less than the monthly benefit, or who elects not to
31 participate because of coverage from a spouse’s group insurance plan, may take the benefit or remainder as salary.
32 Employees who elect to take all or part of the benefit in salary will receive 92.35% of the amount available.
33

34 **ARTICLE XVIII - GENERAL CONTRACTUAL PROVISIONS**

35 The Collective Bargaining Agreement for the school year 2008-2011 is the sole Collective Bargaining
36 Agreement between the BOARD and the ASSOCIATION.

37 It is the intention of the parties hereto that this Collective Bargaining Agreement shall control the rights,
38 duties, responsibilities and relationships of the parties during the contractual period rather than some prior policy or
39 procedure which may have been utilized prior to the effective date of this Collective Bargaining Agreement.

1 The BOARD and the ASSOCIATION both recognize even though it is their common purpose and intent
2 for this Agreement to control the relationship between the parties, it will be necessary for each individual employee
3 of the BOARD to execute an individual contract between such an employee and the BOARD. Such individual
4 contract will not be contrary to this Agreement.

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

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

13 Notices: Whenever any party to this Agreement is required by the terms hereof to give notice to the other,
14 then and in that event, the party giving such notice shall attempt to hand deliver a copy of such notice to the
15 President and Secretary of the ASSOCIATION if the ASSOCIATION is the one receiving the notices or to the
16 office of the Superintendent in Sloan, Iowa, if the BOARD is the one receiving such notice. In addition to making
17 every reasonable effort to hand deliver such notices, the party giving the notice shall also either mail or by telegram
18 address to the following designated addresses or at such other addresses as may be designated by a party in writing
19 give notification to the party.

20 1. If by the ASSOCIATION, to the BOARD at the office of the Superintendent, Sloan, Iowa.

21 2. If by the BOARD to the ASSOCIATION at the President's home.

22 Duration period: The ASSOCIATION and the BOARD have negotiated a two-year
23 contract. This Agreement shall be effective as of August 18, 2008, and shall continue in effect until August 18,
24 2011, provided, however, that either the BOARD or the ASSOCIATION may upon thirty (30) days written notice to
25 the other prior to November 1, 2009, reopen the provisions of this agreement.

26 Upon reopening such negotiations, in the event the parties hereto fail to reach agreement, IMPASSE
27 PROCEDURES at Article II may be invoked.

28
29 Teacher Compensation Funds will be divided equally based on FTE.
30

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

5 Dated this 11th day of March 2010.

6

7 WESTWOOD EDUCATION ASSOCIATION

WESTWOOD COMMUNITY SCHOOL

8

9 By: _____
10 President

By: _____
Board President

11

12 _____
13 Chief Negotiator

14

15

16

17

18

Chief Negotiator