

2017-20

**Agreement Between
West Des Moines
Community School District
and
West Des Moines
Education Association**



WEST DES MOINES
COMMUNITY SCHOOLS

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ARTICLE I PREAMBLE

The West Des Moines Community School District, in the counties of Polk and Dallas, State of Iowa, hereinafter referred to as the district or Board, and the West Des Moines Education Association, hereinafter referred to as the Association, recognize as a cooperative goal to provide a quality educational program for all the children and youth who attend the public schools of the district.

The Board and the Association have reached certain understandings which they desire to confirm in this Agreement; therefore, it is agreed to as follows:

ARTICLE II RECOGNITION

A. Definitions

1. The term "employer" as used in this Agreement will mean the West Des Moines Community School District. The term "Board" as used in this Agreement will mean the Board of Directors of the West Des Moines Community School District or its duly authorized representatives.
2. The term "employees" as used in this Agreement will mean the employees in the bargaining unit described below.
3. The term "Association" as used in this Agreement will mean the West Des Moines Education Association or its duly authorized representatives or agents.

- B. The employer hereby recognizes the West Des Moines Education Association as the exclusive and sole negotiations agent for and limited to the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 157) issued by the PERB on the 7th day of November, 1975. The unit in the above certification will include all certified staff.

Excluded:

Superintendent, associate superintendents; chief financial officer; building principals; associate principals, administrators, directors of human resources, curriculum, athletics, business services, community education, nutrition services, transportation and maintenance; lay readers; substitute teachers; all nonprofessional employees; and all employees excluded by Section 4 of the Public Relations Act.

ARTICLE III DUES DEDUCTION

- A. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board a request authorizing payroll deduction of professional dues. The request form will be as set forth in Attachment A appended to this agreement.

- B. A list of continuing members with annual dues to be deducted will be given by the Membership Chairperson of the Association to the Secretary of the Board on or before September 15 of any year.
- C. Pursuant to the receipt of a deduction authorization, the Board will deduct from each member's paycheck (October-July) an equal amount, the sum of which by the last paycheck in July, will be the yearly total of that member's dues.
- D. Such authorization will continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.
- E. The Board will transmit to the Association the total monthly deduction for professional dues and a listing of the employees for whom the deductions were made within ten (10) working days following each regular pay period (October-July).
- F. In the event that a member has no paycheck, the Association will be responsible for the collection of dues for the missed pay period.
- G. The district will have no responsibility to collect dues that may be owing when an employee leaves the employment of the district prior to the full payment of his/her annual dues.

ARTICLE IV GRIEVANCE PROCEDURE

- A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of this Agreement. There will be an attempt to resolve informally or at the earliest possible stage all grievances. Information settlements in any stage will bind the immediate parties to the settlement but will not serve as a precedent in any other grievance proceeding. Every employee covered by this Agreement will have the right to present grievances in accordance with these procedures.
- B. Definitions:
 - 1. Grievance: A claim by an employee or the Association that there has been a misinterpretation, violation or misapplication of any provisions of this Agreement.
 - 2. Day: Duty days: Monday through Friday.
- C. An aggrieved employee may be represented at all levels of the grievance procedure by him/her self, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, a representative of the Association will have the right to be present at all levels as a party of interest and the Association will have the right to grieve any adjustment of the employee's complaint which is in violation of this Agreement.
- D. Time Limits
 - 1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
 - 2. Time limits may be extended by mutual agreement.
 - 3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal.

4. The failure of the employer's representative to give a decision within the time limits will permit the grievant to proceed to the next level.
5. Year-end Grievance: In the event a grievance is filed at such time that it cannot be processed through all levels in the 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 the grievant, the party in interest or the school district, the time limits set forth herein will be reduced by mutual agreement 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.

E. Grievance Levels

1. LEVEL ONE: An employee with an alleged grievance will within fifteen (15) duty days from the alleged violation, discuss it with the principal or immediate supervisor in an attempt to resolve the matter informally.
 - a. The employee will complete the Level One section of the Grievance Report form prior to the discussion with the principal or immediate supervisor.
 - b. At the conclusion of the discussion, both the employee and the principal or immediate supervisor will sign and date the Grievance Report form as a matter of record.
2. LEVEL TWO: If, as a result of the informal discussion at Level One, the employee feels a grievance still exists and the employee desires to proceed to Level Two, the employee will within ten (10) duty days from the date of the informal conference at Level One file a written grievance with the principal or the immediate supervisor by completing Level Two on the Grievance Report form. The principal or immediate supervisor will within five (5) duty days following the receipt of the written grievance, meet with the employee to discuss the grievance. Within five (5) duty days following this meeting, the principal or immediate supervisor will communicate in writing to the employee the disposition of the grievance with a copy of same going to the Association.
3. LEVEL THREE: In the event an employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee must file within five (5) duty days of the employee's receipt of the written decision from Level Two a copy of the written grievance with the Superintendent or designee. Within ten (10) duty days after such written grievance is filed with the Superintendent or designee, the employee and the Superintendent or designee will meet to discuss the grievance. Within five (5) duty days of the meeting, the Superintendent or designee will indicate the disposition of the grievance in writing to the employee and furnish a copy of same to the Association.
4. LEVEL FOUR: If the employee is not satisfied with the disposition of the grievance, there will be available a Level Four consisting of binding arbitration. Appeal to arbitration level must be made within fifteen (15) duty days after the receipt of the Level Three disposition. If the Association determines that the grievance is meritorious, the grievance will be submitted to arbitration by filing written notification of same to the Superintendent or designee.

Within ten (10) duty days after receipt of the notice of intent to arbitrate the grievance, the Association and the Superintendent or designee will attempt to agree upon a mutually acceptable arbitrator and will seek a commitment from said arbitrator to serve within a mutually acceptable time period. If the parties do not meet and/or are unable to agree upon an arbitrator or to obtain a commitment to serve within the mutually acceptable time period, a written request for a list of five (5) arbitrators will be made by either party to the Public Employment Relations Board. After receipt of the list of five (5) names, the parties will meet

within five (5) duty days and determine by lot which one will have the right to remove the first name from the list; parties will then alternate striking names. The person whose name remains last on the list will serve as the arbitrator for the purpose of rendering a binding ruling to the parties.

The arbitrator's decision will be in writing and will set forth his/her findings, reasons, and conclusions on the issues submitted. The arbitrator will have no power to alter, add to, or detract from the specific provisions of the Agreement.

F. General Provisions

1. Separate Grievance File: Any documents and communications dealing with the processing of a grievance will be kept in a grievance file in the Office of Human Resources and will be separate from the personnel files.
2. Group Grievance: If a grievance affects a group or class of employees because of the existence of the same facts and issues, the Association may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance will commence at the level deemed appropriate by the Superintendent or designee. The Association may process such a grievance through all subsequent levels of the grievance procedure.
3. Meetings and Hearings: All meetings and hearings under this procedure will be conducted in private and will include only witnesses, parties of interest, and designated or selected representatives heretofore referred to in this Article.
4. No Reprisals: No reprisals of any nature will be taken by the Board of Education or school administration against any grievant or representatives because of their participation in the grievance procedure.
5. Grievance Form: A Grievance Report form will be as set forth in Appendix B. Copies may be obtained in the office of any building principal, the Office of Human Resources or from the Association building representatives.
6. Arbitration Costs: The costs of the services of the arbitrator will be borne equally by the Board and the Association. Any other expenses incurred will be paid by the party incurring same.
7. Grievance Leave: When grievance arbitration must be scheduled during duty hours, the Association will be allowed the following representation:
 - a. The grievant to attend with only the cost of a substitute teacher deducted.
 - b. The Association will be allowed three (3) representatives or witnesses to attend without pay deductions.
 - c. Others, beyond three (3), to appear with their respective per diem salary deducted from their wages.

ARTICLE V EVALUATION PROCEDURE

A. Probationary Employees

1. The principal or designated administrator will advise the probationary employee within thirty (30) days of employment:

- a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. New employees will be observed each year of probation for the purpose of evaluation a minimum of:
 - a. Two (2) times formally.
 - b. Two (2) times informally.
 3. After the principal or designated administrator has analyzed the data from a formal observation, a feedback conference will be held.
 4. If more observations are considered desirable by the evaluator(s), such observations will be made.

B. Non-Probationary Employees

1. Prior to the end of the first quarter of the academic year of an employee's full cycle evaluation, the principal or designated administrator will advise the employee regarding the following:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Non-probationary employees will be observed for the purpose of evaluation a minimum of once every three (3) years:
 - a. Two (2) times formally.
 - b. Two (2) times informally.
3. After the principal or designated administrator has analyzed the data from a formal observation, a feedback conference will be held.
4. If more observations are considered desirable by the evaluator(s), such observations will be made.

C. Extracurricular and Coaching Employees

1. The principal or designated administrator will advise the employee of the following prior to evaluation:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.

- c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Employees who have accepted extracurricular and coaching assignments (Schedules C, E, F, & G) will be evaluated by the administrator(s) or designated administrator immediately responsible for the activity.
 - a. Evaluation will be conducted during each year of the first three years of coaching and subsequently every other year, regardless of the employee's full-cycle evaluation.
 - b. If additional observations are considered desirable by the administrator, such observations will be made.

D. General Provisions

1. When a series of observations are made for the purpose of evaluation, the employee will receive written and verbal feedback (formal or informal) following each observation.
 - a. If a series of two (2) formal and two (2) informal observations have been held, and additional observations are deemed necessary, a formative conference will be held with the employee.
 - b. The principal or designated administrator will advise the employee of the follow-up procedures to be used.
2. The summative evaluation will be presented in writing and a copy given to the employee within fifteen (15) working days after the last observation and no later than March 15.
3. The employee will sign and date the summative evaluation as a matter of record; said signature will only indicate the employee's awareness of the content of the evaluation but in no instance will the signature be interpreted to mean agreement with same.
4. If the employee disagrees with the summative evaluation, the employee may submit written concerns which will be attached to the file copy of the summative evaluation.
5. Any employee may request and receive a full-cycle evaluation in any school year, unless a large number of such requests make this impossible.
6. A copy of any written complaint placed in the employee's personnel file will be given to the employee. The employee may provide a written response to any complaint, said response to be attached to the file copy and a copy given to his/her principal. Any oral complaint which could lead to disciplinary action against an employee must be brought to the employee's attention.
7. If an employee's formal evaluation results in the employee's termination, layoff, suspension, or a wage penalty the employee or the Association may utilize the grievance procedures. Such grievance must allege that the district failed to comply with the procedures described in this Article or that the district's application of the evaluation criteria was inaccurate or inconsistent. Any such grievance must be filed at Level 3 of the grievance procedure within five (5) days of the district's adverse action. Any evaluation which is challenged in a termination proceeding under Chapter 279, Code of Iowa, shall not also be processed under the grievance procedures of this Agreement. During the first two years of a teacher's probationary period, this subsection shall not apply and the teacher shall not be entitled to file a grievance regarding job performance or job retention. If Iowa code Section 279.19 is amended and if the amendment affects the rights of probationary teachers to file a

grievance, then the preceding sentence will be automatically modified to correspond to the amendment.

E. Intensive Assistance

If the District determines that an employee will be placed on an Intensive Assistance Program, the District will comply with the intensive assistance program procedures contained in the evaluation procedures handbook. Employees who are placed on intensive assistance may file a grievance regarding the content of the intensive plan. The intensive assistance plan will be sustained unless the employee establishes that the content of the plan is arbitrary, capricious, or without basis in fact.

The District will implement the intensive assistance program which is developed for the employee in a manner which is consistent with the intensive assistance program procedures contained in the evaluation procedures handbook. Employees who are placed on intensive assistance may file a grievance regarding the implementation of the intensive assistance plan. The implementation of the intensive assistance plan will be sustained unless the employee establishes that the plan was implemented in a manner which was arbitrary, capricious, or without basis in fact.

The intensive assistance program procedures contained in the evaluation procedures handbook may only be changed by mutual agreement between the Association and the Board.

F. Supplemental Evaluations

1. These evaluation procedures do not prevent the principal or designated administrator from implementing evaluation procedures at any time during the year when circumstances warrant such action. When a new employee is hired after the first quarter, or when an employee's performance indicates immediate evaluation procedures are advisable, the principal or immediate supervisor will advise the employee of the following, prior to beginning formal evaluation procedures:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Items D, 1 through 7 as stated above, will apply to this clause.

**ARTICLE VI
SENIORITY**

- A. A seniority list of employees with their respective continuous years of service with the district, per Section C below, will be established for employees who have completed the probationary period. Said list will be maintained and published yearly by the Director of Human Resources.
- B. District seniority will operate within the following groups:
 1. Elementary Teachers (except areas of specialized services identified in item B - 3).
 2. Secondary Departments (except areas of specialized services identified in item B - 3).
 3. Areas of Specialized Services:

- a. All guidance counselors
- b. All teacher librarians
- c. School nurses
- d. All music teachers
- e. All physical education teachers
- f. All art teachers
- g. All extended learning teachers

C. Seniority Status

1. Seniority will be determined from the first duty date of continuous service. Ties will be resolved as follows:
 - a. If two or more employees have the same first duty date of continuous service, then seniority with respect to those employees who are tied shall be based on the date the contract was approved by the School Board.
 - b. If two or more employees are still tied after applying the provision section C.1.a. above, then seniority with respect to those employees who are still tied shall be as follows: the names of those employees still tied will be entered into a computer randomizer program by the WDMEA Co-Presidents, as witnessed by the Director of Human Resources, the Chief Negotiator of the WDMEA, and by the Superintendent, or designee. The resulting list generated by the computer will determine seniority with the employee listed first as having the most seniority.
2. All continuous years of service prior to 1980-81 will be recognized as one (1) full credit per year.
3. Effective with the 1980-81, and subsequent years, seniority status will continue to accumulate on a full-time basis (1 credit), or prorated basis (percentage of part-time employment to the nearest one hundredth).
 - a. Extended leave of absence which results in an employee working less than 50% of the duty days specified for the work year will not apply toward seniority status. However, the employee will not lose any seniority status accumulated at the time of commencing the extended leave. (Military leave will be the exception to this clause.)
 - b. Employees hired for less than 50% of the duty days specified for the work year will not earn seniority status for that given year.
4. A break in service due to resignation or termination will result in the loss of seniority status.
5. An action of reduction in force and subsequent hiring for the ensuing year will not constitute a break in service.
6. Seniority status accumulated by an employee at the time of layoff will be reinstated if the employee is recalled under the provisions contained in the Article: Reduction in Force.
7. Employees voluntarily or involuntarily transferred will retain seniority status.

ARTICLE VII TRANSFER PROCEDURE

A. Definitions

1. Displaced employees are those employees whose current positions will not exist the following year.
2. Reassignment is the mutually agreed upon movement of displaced staff by the administration prior to the determination that a vacancy occurs.
3. Following the mutually agreed upon reassignment, if a vacancy exists, displaced employees(s) will be involuntarily transferred to a vacancy.
4. Transfer is the movement of an employee to a different grade (elementary), building, department (secondary), or area of specialized service as identified in the Seniority Article and if appropriate, would occur after reassignment.
5. Qualifications as used throughout this Agreement will include professional preparation, certification and/or licensure status, evaluations, and other pertinent job-related criteria as specified in the posting.

B. Procedures: Voluntary Transfer

1. Vacancies for ensuing year
 - a. When a vacancy occurs all qualified employees who have filed a letter requesting a transfer to the position(s) in question will be given first consideration, unless transfer would prevent recall of a qualified laid-off employee.
 - (1) Notification: When a vacancy occurs, the Office of Human Resources shall within five (5) working days send notice of said vacancy to building principals, appropriate secondary department heads, and the Association Co-Presidents.
 - (2) Requests for consideration for transfer should be on file in the office of the Director of Human Resources by February 15, or within one (1) week following the official posting date of a position after February 15, for said request to be considered during staffing procedures conducted from March 1 to July 15.
 - (3) Requests must contain the following information:
 - (a) name, current position, building
 - (b) position(s) desired, building(s)
 - (c) summer address, summer phone number, contact person's name and phone number
 - (4) When a position for which an employee has expressed interest becomes vacant prior to August 1, the employee's file will be automatically activated for said position.
 - (5) If two or more employees are deemed by the Administration to be equally qualified for a given position, then the most senior employee will be transferred.

Should an employee be attempting to move from an involuntary transfer position, said employee will receive preference over the seniority factor.

If an employee and a non-employee applicant are deemed by the Administration to be equally qualified for a given position, then the employee will be transferred.

- b. Any employee may request the Director of Human Resources to activate his/her file for any posted vacancy.
 - c. Vacancies not filled by items B-1-a-b above, will be filled by qualified laid-off employees, per Reduction in Force Article.
 - d. Employees who are interviewed but not selected will be contacted by the lead administrator/supervisor to inform them of the reasons for the selection within five (5) duty days of filling the position. If the interviewed employee not selected so requests, the lead administrator/supervisor shall meet with the employee to discuss the reasons for the selection.
2. Vacancies which occur during the school year, if said vacancies are to be filled by other than recall, will be filled as expeditiously as possible, given time constraints and other pertinent considerations.
- a. All vacancies not filled by recall will be posted in all buildings.
 - b. When a position for which an employee has expressed interest (per B-1-a-b) becomes vacant, the employee's file will be automatically activated for said position.
 - c. If two (2) or more employees are deemed by the Administration to be equally qualified for a given position, then the most senior employee will be transferred. Should an employee be attempting to move from an involuntary transfer position, said employee will receive preference over the seniority factor.
 - d. Any employee may request the Office of Human Resources to activate his/her file for any posted vacancy.
3. Summer vacancies shall be posted on the district's website, in all school buildings and at the Learning Resource Center.

C. Procedures: Involuntary Transfer

1. An involuntary transfer may be necessitated as a result of a change in programming, a change in the number of students at attendance centers, a change in classes or courses, or as a result of Board approved program modifications.
 - a. No position will be filled by means of involuntary transfer if there is a qualified volunteer within the system available to fill said position. Involuntary transfers will be based on seniority, with the least senior qualified employee(s) being transferred first.
 - b. An involuntary transfer will only be made after a meeting is held between the employee and the involved administrator, at which time the reason(s) for the transfer will be explained. Notice of such meeting will be given far enough in advance so that the employee may have an Association representative present.

- c. In the event that the employee objects to the transfer on the basis of the reason(s) provided at the meeting, the employee may request that the reason(s) be reduced to writing for any further action s/he may wish to pursue.
2. All employees involuntarily transferred may request Voluntary Transfer, per B-1-a, B-2-b, and B-2-c. The February 15 date is waived for these employees.

ARTICLE VIII REDUCTION IN FORCE

- A. The employer will take into account attrition and possible transfers to determine whether a layoff is necessary.
- B. In the event the employer determines that employees must be laid off, the following procedures will be followed:
 1. Those employees who have a Class B license (unless administratively assigned to a position), a Class C license, a Class E license, or a license subject to Administrative Decision by the BOEE (unless administratively assigned to a position) will be reduced first, unless their retention is necessary for program continuity. Employees who are required, as condition of initial employment, to obtain a license that they do not possess at the time of their application for employment shall not be considered to be "administratively assigned to a position".
 2. Employees least senior in the groups as outlined in the Seniority Article will be laid off next.
 3. Normally, seniority at the time of reduction will be the controlling factor; however, consideration of preparation and qualifications may override in unusual circumstances.
 4. Those employees to be laid off will be notified of the employer's decision by the Superintendent or designee on or before April 30.
 5. Laid-off employees will advise the Superintendent or designee of their current phone number(s), current address(es), and other employment during layoff.
 6. Before new employees are hired to fill new or open positions, qualified laid-off employees will be recalled in inverse order by layoff, last laid off is first to be rehired. A qualified laid-off employee is an employee in the respective groups or other groups in which they are certified and have taught during the last five (5) years. A laid off-employee who is eligible for recall but who does not meet Department of Education standards and/or NCA policies and standards may waive, in writing, his/her right to recall to such a position and not lose his/her recall rights.

A laid-off employee shall have only one opportunity to accept or reject a job offer by the Board which is equivalent to the FTE of the position which he/she occupied at the time of layoff.

Full-time employees shall be entitled to be recalled to a full-time or a part-time position. Full-time employees who are offered a part-time position may accept or reject such offer and will retain their recall rights regardless of their decision.

Part-time employees shall be entitled to be recalled only to a part-time position which is equal to or less than the FTE of the position which he/she occupied at the time of their layoff. Part-time employees who are offered a part-time position which is less than the FTE of the position

which he/she occupied at the time of their layoff may accept or reject such offer and will retain their recall rights regardless of their decision.

7. The Board's obligation to the laid-off employee for priority in recall terminates under any one of the following conditions:
 - a. If twenty-four (24) months, measured from the August 25 which follows the layoff, have lapsed.
 - b. If the employee fails to notify the Superintendent or designee of a change of address and phone number.
 - c. If the employee's certification or licensure lapses.
 - d. If the employee waives in writing his/her right to priority for recall.
 - e. If the employee rejects a job offer by the Board which is equivalent to the FTE of the position which he/she occupied at the time of layoff.
 - f. Laid-off employees to be recalled will be contacted by telephone, followed by a certified letter, return receipt requested. The employee must indicate his/her desire and availability to return to work within six (6) days from receipt of initial notice (phone contact or letter) of recall.
8. If an employee has complied with provisions of this Article, but the Superintendent or designee is not able to contact him/her for recall, said employee relinquishes recall for the vacancy available but retains the priority right to recall for a subsequent position.

ARTICLE IX LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. Sick Leave

- a. Each full-time employee will be granted fifteen (15) days of sick leave per year. Full-time employees hired after the beginning of the year will have the days prorated for the balance of the year.
- b. Part-time employees will accumulate hours in accordance with the number of hours they are regularly scheduled to work. For example, those employees who work a three (3) hour daily schedule would receive a total of forty-five (45) hours sick leave eligibility; however, they would be restricted to taking their sick leave in increments no greater than their daily scheduled hours. Part-time employees hired after the beginning of the year will have sick leave prorated for the balance of the year.
- c. Such sick leave may be accumulative to one hundred thirty-five (135) days, providing these days have been accumulated through consecutive years of service.
- d. No employee is entitled to more sick days than the employee worked in the district.

- e. Sick leave may be used for personal illness or injury which prevents an employee from performing his/her regular duties, in which case the employee will be required to use any sick leave accumulation that the employee may have.
 - f. Regular part-time employees who are transferred to a full-time position will have their accumulated sick leave equated to full-time equivalency.
2. Extended Illness Leave
- a. Employees who are aware of a health condition which may require absence for more than five (5) days will notify their immediate supervisor as soon as practical so that arrangements may be made for effective transition of responsibilities to a qualified substitute. A statement from the attending physician verifying the necessity for leave may be required.
 - b. Employees on extended sick leave normally should report for work no later than the sixth (6) calendar week after commencing the leave, or no later than the sixth (6) calendar week after surgery, termination of pregnancy, or other such cause for the leave. Should there be medical complications supported by medical evidence from the attending physician, the leave will be extended as necessary. At any time the district may require additional statements from the physician.
 - c. Upon returning to work, the employee must present medical evidence that s/he is physically capable of returning to work.
3. Bereavement, Family Illness, Emergency and Parental Leave
- a. In the event of death of employee's spouse/significant other, child, daughter/son-in-law, father, mother, former guardian, sister/sister-in-law, brother/brother-in-law, grandchild, grandparent, ward, or comparable relatives of an employee's spouse/significant other, the employee will be granted permission by the Superintendent, or her/his designee, to be absent from duty with pay not to exceed five (5) days per incident, for attendance at the funeral and for any other purpose directly arising out of the death of the individual.
 - b. In the event of the death of any employee's aunt, uncle, niece, or nephew, or comparable relatives of an employee's spouse/significant other the employee will be granted permission by the Superintendent, or her/his designee, to be absent from duty with pay not to exceed two (2) days per incident for attendance at the funeral and for any other purpose directly arising out of the death of the individual.
 - c. In addition, an employee will be allowed one (1) day per year with pay to attend the funeral of relatives not listed in 3(a) or 3(b) or the funeral of a close friend. If the funeral is out of state, the employee will be granted up to one (1) additional day with the employee paying the cost of the sub for that day.
 - d. Employees will be granted permission by the Superintendent, or her/his designee, to be absent from duty with pay not to exceed five (5) days per year for the illness of the employee's spouse/significant other, child, daughter/son-in-law, father, mother, former guardian, sister/sister-in-law, brother/brother-in-law, grandchild, grandparent, ward, or comparable relatives of an employee's spouse/significant other. The Superintendent or designee has the discretion to grant additional days of paid family illness leave. The

decision of the Superintendent or designee shall not be subject to the grievance procedure.

- e. If an employee cannot return from a personal trip due to a weather or traffic related emergency outside the district, the employee will be permitted to be absent from duty with pay for one (1) day. This day will be charged to the five (5) days of leave authorized in 3(d) and will be available to be used only if the employee has not previously used five (5) days of such leave in that school year.
- f. At the time of birth of a child, the spouse or partner will be granted permission by the Superintendent, or her/his designee, to be absent from duty with pay for as many days as may be necessary not to exceed five (5) days. The day(s) will be charged to the employee's accumulated sick leave defined in Article IV, A, 1.

4. Personal Leave

- a. Each employee will be entitled to two (2) days of personal leave per year with full pay. This leave will accumulate to three (3) days. Any unused personal leave at the end of a school year that would otherwise expire will be reimbursed to the employee by the district at 80% of that school year's rate of pay for substitutes. This payment will be made not later than the second pay day in July.
- b. Each employee will also be entitled to one (1) day of personal leave per year with the employee paying the cost of the substitute. This leave will not accumulate.
- c. Except in cases of emergency, request for either leave must be made at least two (2) days in advance of absence.
- d. Except in cases of emergency, personal leave may not be used during the first five (5) and last five (5) days of student attendance during the year, and not on the day before or after a holiday, vacation period; an additional exception shall be made for the graduation or wedding of a member of the employee's family as listed in Article IX, A-3-a above. Personal Leave days may not be used on professional learning days, as designated by the school calendar. The Superintendent or designee may approve use of personal leave for other extenuating circumstances not scheduled by the employee.
- e. This leave may be used for any reason deemed by the employee to be a justifiable reason for absence from duty; however, the employee in making this decision should give careful consideration to the educational commitments to students.
- f. Employees who have accumulated the maximum number of sick leave days in accordance with Section A-1-c of this Article, shall be granted one additional, non-accumulating, Personal Leave Day if said employee meets the following requirements;

The employee has missed fewer than the five (5) year district average of personal sick leave as determined by the Summary of Faculty Absences produced by the Office of Human Resources in a given year. The voluntary donation of one (1) sick leave day to the bank will not prevent the employee from being granted the additional non-accumulating Person Leave day.

The employee understands that if the Personal Leave day is not used during the school year in which it is awarded, the day shall be lost.

The employee understands that the Personal Leave shall follow all the same criteria as current personal leave language and shall be requested using the district professional leave form.

5. Adoption Leave

In the event of a legal adoption of a child, the employee will be granted by the Superintendent or designee permission to be absent from duty for a maximum of ten (10) days.

6. Jury and Legal Leave

- a. Employees will be excused by the Superintendent or designee with full pay for jury duty with the stipulation that any remuneration paid by the court for such duty, less travel allowance paid by the court, will be deducted from the wages paid by the Board.
- b. Employees required to appear in any judicial, administrative proceeding, or subpoena, except for any proceeding to which this district is a party, will be granted release time only to the extent as required to fulfill legal responsibilities. If the employee has not been subpoenaed, s/he will pay the cost of a certified substitute.

7. Professional Leave

- a. Attendance at professional workshops, conferences, institutes, and other such meetings related to assigned responsibilities may be granted with full pay if:
 - (1) The professional meeting is directed toward:
 - (a) The improvement of the qualifications for performance of the employee in his/her assigned responsibilities.
 - (b) Serving the interests of the district's educational goals.
 - (2) Such absence, along with other absences experienced by the employee, does not detract from the continuity of services provided to the students by the employee.
- b. Request for professional leave must be made at least seven (7) duty days in advance and will include anticipated expenses, if any. If approval is granted, the extent of reimbursement will be determined based upon the extent of travel funds available and any such reimbursement(s) previously received by the employee.

8. Association Leave

- a. A maximum of twenty (20) days of paid leave will be available to the Association Co-Presidents for allotment among the bargaining unit members for Association business.
- b. In addition, after utilization of the twenty (20) days of paid Association Leave, the Association Co-Presidents will have available a maximum of twenty (20) days for allotment among the bargaining unit members for attendance at state or national meetings. The cost of the substitute for these additional twenty (20) days will be at the expense of the Association. Additional days at the expense of the Association may be available upon approval of the superintendent.

- c. The Association Co-Presidents will receive eight (8) days of paid leave and the Association Co-President-elect or Vice-president will receive an equivalent of two (2) paid days to be used for Association business.
- d. Stipulations
 - (1) The employee must receive approval from the Association Co-Presidents prior to submitting the form to the building principal for his/her consideration.
 - (2) Request for such leave must be made at least two (2) days in advance of the absence, except in case of an emergency.
 - (3) Association leave days may be used in increments of not less than one hour.

9. Religious Observations

- a. If an employee has a religious affiliation which requires the observance of a religious holiday which falls on a working day and the obligation cannot be met outside the work day, said employee shall be granted leave for such observance.
- b. Said leave will be with pay, and, in no case, shall total usage of said leave exceed two (2) days per school year.
- c. Arrangements must be made with the building principal at least ten (10) school days prior to such leave being taken.

10. Veterans Leave

All military veterans, as defined in Section 35.1 of the Iowa Code, will, upon compliance with all requirements of Section 91A.5A of the Iowa Code, be granted a one-day paid leave of absence on the observance of Veteran's Day.

11. Sick Leave Bank

- a. Employees covered under this contract may contribute one (1) sick leave day per year to other employees who are eligible as provided in paragraph 3. On or before September 10, the Employee shall notify the Superintendent or designee of their intention to contribute sick leave.
- b. There will be no carryover of donated sick leave days from year to year. Donated sick leave days will not be returned to the donor.
- c. Donated sick leave days will be available only to those employees who: (1) have donated at least one (1) day of sick leave to the sick leave bank, (2) have used all of their paid leave days (sick leave days and personal leave days), (3) have not yet met the elimination period for long term disability insurance and (4) have a serious illness, or an injury that requires hospitalization or long-term care. Donated sick leave days will not be available to an employee on a day to day basis, that is, donated sick leave days will not be available for brief absences such as one or two days.
- d. Requests for the use of donated sick leave days will be submitted on a form provided by the District to a committee of three representatives: one Human Resources

representative and two representatives appointed by the Association. The decision of whether to provide donated sick leave benefits to an employee and the number of donated sick leave days to allocate to the employee shall be made by the committee. Up to twenty five (25) donated sick leave days per year will be allocated to each eligible participant. If an employee's absence which is eligible for sick leave bank usage exceeds the twenty five (25) days and if there are days remaining in the sick leave bank at the end of the school year, then any days remaining in the sick leave bank at the end of the school year may be allocated to employees on a pro-rata basis with approval of the committee. If in any given year the sick bank is depleted and there are qualified employees in need of days, the Association Co-Presidents may discuss with Administration the need to reopen the sick leave bank to additional sick leave donations from employees who have previously donated to the bank in that same year.

B. Absence Without Pay

1. Request for personal leave of not more than three (3) days per year may be granted with approval of the principal and the Superintendent or designee provided a suitable replacement can be found.
2. Request for additional days may be granted due to extenuating circumstances. Said request must be submitted in writing to the principal and the Superintendent or designee for consideration.

3. Stipulations

- a. Prior to requesting said leave, the employee should give careful consideration to the educational commitment to students.
- b. Except in cases of emergency, this personal leave may not be used during the first five (5) and last five (5) days of student attendance during the year, and not on the day before or after a holiday or vacation/break period. These leave days may not be used on professional learning days, as designated by the school calendar.
- c. Except in cases of emergency, request for such leave must be made at least two (2) days in advance of the absence.
- d. Reasonable restrictions may be imposed by the administration when it is deemed that the absence would cause an undue hardship on the educational process.

C. Extended Leave Without Pay

1. Family Care and Health

- a. An employee who has successfully completed the probationary period may be granted an extended leave following the use of the Family Medical Leave Act (FMLA) without pay or fringe benefits for illness or health reasons, or to care for a sick or injured member of the employee's immediate family, or immediately following the birth or adoption of a child if the request is made while the employee is under the FMLA.

If the employee does not qualify for FMLA leave but has successfully completed the probationary period, the employee may be granted extended leave without pay or fringe benefits for illness or health reasons, or to care for a sick or injured member of the employee's immediate family, or immediately following the birth or adoption of a child.

- b. The leave, if granted, must be for the entire year or for the conclusion of the semester during which the leave began, or for the conclusion of the school year. The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the Director of Human Resources for early return.
- c. Employees granted extended leave may continue insurance coverage upon payment of premiums to the employer and approval of the carrier(s).
- d. An employee granted leave for a semester will be returned to the position s/he left.
- e. Employees granted leave for a full year will:
 - (1) Retain benefits accumulated at the time the leave was granted providing such benefits are applicable to the Bargaining Agreement.
 - (2) Return to a position for which s/he is qualified.
 - (3) Be placed on the step of the level schedule following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.
- f. Employees on leave for first semester must inform the Director of Human Resources, in writing prior to December 1 of his/her commitment to return to duty the second semester. Those on leave for a full year or the second semester must inform the Director of Human Resources, in writing prior to March 1, of his/her commitment to return to duty the ensuing year.

2. Educational Improvement Leave

- a. An employee who has successfully completed the probationary period may be granted a leave of absence without pay or benefits for a period not to exceed two (2) years for the purpose of engaging in study related to assigned responsibilities and/or an administratively anticipated assignment. Study must include at least 6 college credit hours per year (a total of 12 college credit hours for two years) received at an accredited college or university or teaching overseas.
- b. Request for said leave must be made in writing to the Superintendent or designee on or before March 1.
- c. The employee on leave must inform the Superintendent or designee in writing prior to February 1 of his/her commitment to return to duty the ensuing year.
 - (1) The employee will retain the benefits accumulated at the time the leave was granted provided such benefits are applicable to the current Bargaining Agreement.
 - (2) The employee will be placed on the level following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.
 - (3) An employee granted leave for a semester will be returned to the position s/he left.

3. Long-Term Association Leave
 - a. An employee who has successfully completed the probationary period may be granted a leave of absence without pay or fringe benefits for a period not to exceed three (3) years for the purpose of serving as an officer of the Association, its affiliates, or its staff.
 - b. Request for said leave must be made in writing to the Superintendent or designee on or before March 1.
 - c. Request for said leave will be granted providing a suitable replacement can be obtained.
 - d. The employee on leave must inform the Superintendent or designee in writing, prior to March 1, of his/her commitment to return to duty the ensuing year.
 - (1) The employee will retain the benefits accumulated at the time the leave was granted provided such benefits are applicable to the current Bargaining Agreement.
 - (2) The employee will be placed on the level following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.
4. Military Leave

As defined by the Code of Iowa.

ARTICLE X PROFESSIONAL DEVELOPMENT

1. A professional development committee to include both administrators and teacher representation will be appointed by the district for the purpose of making recommendation for improvement of the district's professional development program.
2. Such recommendation to the district emanating from the advisory committee will be given consideration within the constraints of appropriations of content, timing, and budgeting considerations.

ARTICLE XI SAFETY

- A. The district will endeavor to maintain a safe place of employment and conform to safety and health standards as they apply to the district.
- B. Employees will submit a report of unsafe practices, equipment, or conditions to the building administrator. The report should be in writing and dated.
- C. In case of emergency, no employee will be required or expected to act in other than a reasonable, prudent manner in providing any first aid or other emergency assistance.

**ARTICLE XII
EMPLOYEE WORK YEAR**

- A. The regular contract of employees, with the exception of new employees and excluding extended and supplemental contracts, will be one hundred ninety-three (193) days and will include the following:
1. One hundred eighty (180) teacher-student contact days.
 2. In 2017-2018 nine (9) professional days to be used for staff development, parent- teacher conferences, collaboration, pre-school workshop, clerical and record-keeping, or related use as determined by the district.
 3. At least four (4) hours of contract time during the pre-school workshop days shall be uninterrupted by district-wide or building level meetings. Such time shall be reserved for employees to prepare for the first student day.
 4. Four (4) holidays in each of the years of this agreement, which will be:

| | | |
|--------------------------|--------------------------|--------------------------|
| September 4, 2017 | September 3, 2018 | September 2, 2019 |
| November 23, 2017 | November 22, 2018 | November 21, 2019 |
| December 25, 2017 | December 25, 2018 | December 25, 2019 |
| January 1, 2018 | January 1, 2019 | January 1, 2020 |
- B. The regular contract of new employees will be one hundred ninety-eight (198) days which will be the same as set forth in "A" above with the exception that there will be added five (5) orientation days.

**ARTICLE XIII
PROFESSIONAL WORK DAY**

- A. The usual workday will consist of not more than eight (8) hours.
- B. Included in the work day will be a scheduled lunch period of not less than thirty (30) minutes when employees are not available for conferences with students or parents or for supervision unless an emergency requires supervision (for example: fire casualty, injury to a student, sudden illness or injury to a supervisor on duty, or temporary situations involving the safety of students).
- C. Past practice will govern the scheduling of Parent-Teacher Conferences, Open Houses, I-I Conferences, and/or Meet the Teacher Nights. Exceptions may be made conditioned upon the majority vote of the employees involved and the approval of the principal. Attendance will be required unless excused by the building principal.
- D. Employees will be permitted to leave their buildings immediately after dismissal of students, on the day of their buildings' Open Houses or Meet the Teacher Nights, on the last workday prior to Labor Day, Thanksgiving, winter break, spring break, and Memorial Day, unless otherwise assigned (i.e. student supervision or emergency situation). The staff will be dismissed at the regular student dismissal time, if a scheduled collaboration day or Semester exam day falls on one of the days listed above.
- E. Employees will be permitted to leave their buildings fifteen (15) minutes after the early dismissal of students due to winter weather conditions.

- F. Employees may be required to remain after the usual workday for the purpose of attending faculty or other administratively called meetings. Said meetings will extend no later than one-half (1/2) hour after the usual work day, and said extended days will not exceed one (1) per month.

ARTICLE XIV JOB CLASSIFICATION

- A. Requests for reclassification will be accepted until October 15 of each year to include instructional work completed prior to September 1. A certified transcript from the training institution must be submitted to the office of the Director of Human Resources for evaluation by October 15.
- B. Employees experiencing difficulty in securing the necessary transcript must notify the Director of Human Resources prior to October 15 in order for a late transcript to be given consideration for reclassification. The salary increase as a result of reclassification will be retroactive to the beginning of the current year.
- C. College course credit or other acceptable credit taken to be used for advancement on the salary schedule must receive prior approval from the Director of Human Resources.

ARTICLE XV WAGES

- A. The salaries of employees, including Registered Nurses with a Bachelor of Science in Nursing Degree, covered by this Agreement, are set forth in Schedule A which is attached to and incorporated in this Agreement. Registered nurses without the Bachelor of Science in Nursing Degree will be paid at the rate of 85% of the base salary noted in Schedule A, and does not include the Teacher Salary Supplement (TSS).
- B. Part-time employees will receive a prorated salary based upon the employee's salary from Schedule A.
- C. The salary schedules contained in this agreement will take effect on July 1, per the employee's contract year. Deferred payments to employees contracted for work during the summer will be in accordance with the salary schedule in effect at the time the work was performed.
- D. Payment for Further Education
 - 1. Application: Employees planning to enroll in courses or seminars at an accredited educational institution for the purpose of educational improvement or lane change must file a written notification with their principal and the Director of Human Resources prior to the beginning of the course.
 - 2. Recognition of Specialized Training:
The employee will receive up to \$800 and the designated hours' credit upon presentation of evidence of courses satisfactorily completed during the fiscal year (July 1 – June 30) to his/her principal and the Director of Human Resources.
- E. Placement on the Salary Schedule
 - 1. In order to receive credit for one (1) year of service, a teacher must have served at least one (1) full semester of regular full-time service or one (1) full year of regular half-time (1/2) service within the West Des Moines Community School District.

2. A newly hired employee will be credited his/her maximum of full years of prior teaching experience for placement on the salary schedule.

F. Employees are required to meet the certificate renewal requirements of the State of Iowa. Failure to meet the requirement for certificate renewal will result in termination for just cause.

Employees with Permanent Professional Certificates are required to earn four (4) professional growth units every five (5) years. Failure to meet the requirement will result in being held on salary for the ensuing year.

G. Employees are required to obtain prior approval from the Director of Human Resources for all continuing education credits. (Only graduate credits may apply toward advancement on the salary schedule.) Grade slips and/or CEU certificates will serve as adequate notification of successful completion of non-graduate courses.

H. Wage penalties will be used by the Board only for just cause.

I. Payment Arrangements

1. The employee's salary will be distributed semi-monthly in 24 equal installments, payable on the 5th and 20th day of each month. If either date falls on a weekend or a holiday, then the payments will be made on a preceding date, as determined by the Accounting Office.

2. Teacher Salary Supplement payments will be made to eligible bargaining unit members as part of their regular salary payment.

3. Degreed nurses shall receive equivalent teacher compensation money, including the extra per diem for a professional development day.

If the District fails to receive all Teacher Salary Supplement dollars incorporated into the salary schedule for 2015-16 or in any subsequent year, the parties agree to negotiate regarding a change in funding and such negotiations will be subject to statutory impasse procedures.

J. All employees of the district will be required to receive their paychecks by direct deposit.

K. A monthly 403B contribution in the amount of \$100/month (\$1200 a year) will be given to current employees who work full-time (70% or more). Part-time employees contracted between 50% and 69% shall receive a monthly 403B contribution prorated in accordance with the percentage of their respective contract. Every eligible employee is required to notify the Accounting Office to advise the Office of the entity that is to receive the 403B contribution. If an employee fails to notify the Accounting Office of the entity which is to receive the 403B contribution, the Accounting Office will provide a written reminder to the employee. If, within ten (10) duty days of the date on which the Accounting Office has mailed the reminder to the employee, the employee fails to advise the Accounting Office of the entity which is to receive the 403B contribution, then the employee will forfeit all rights to receive the 403B contribution for that contract year.

L. Distribution of Teacher Salary Supplement Moneys

Any moneys actually appropriated and paid to the District in accordance with Iowa Code Section 284.13(1)(h) (Teacher Compensation) or Iowa Code Chapter 294 (Teacher Excellence) will be distributed as provided in the following paragraph and will be added to the salary schedule (Schedule A) but will be maintained in a separate salary schedule (Schedule A-1).

Moneys paid to the District in accordance with Iowa Code Section 284.13(1)(h) (Teacher Compensation) or Iowa Code Chapter 294 (Teacher Excellence) will be distributed as follows: 50% of such moneys will be distributed equally on a per capita basis and 50% of such moneys will be distributed using the index of the salary schedule. 99% of the moneys paid to the District will be distributed to teachers as provided in the preceding sentence and will be paid in the regular salary payments to the teachers. The 1% of the remaining funds will be distributed to teachers in the June paycheck based upon any employment changes during the school year that increase or decrease the FTE eligible for the moneys and based upon overload payments made under Article XVI. This final distribution will be made on a FTE basis with the FTE calculated on June 1 and the payment made in the June 20th paycheck.

Notwithstanding this agreement to include moneys actually appropriated and paid to the District in accordance with Iowa Code Section 284.13(1)(h) (Teacher Compensation) or Iowa Code Chapter 294 (Teacher Excellence) in a separate salary schedule, the parties agree that calculations for the negotiations of total package increases will be based upon the costs associated with the maintenance of the salary schedule which is financed with moneys paid to the District under the School Foundation Program (Iowa Code Chapter 257) and that the calculation of the supplemental payments to be made to employees under Schedules C,D, E, and F will be based upon the generator base contained in Schedule A.

ARTICLE XVI SUPPLEMENTAL PAY

- A. Employees will have the option of accepting or rejecting extracurricular assignments (those assignments which are not included as part of the teaching contract).
- B. Employees who desire to resign from their extracurricular contracts will provide a one (1) year advance written notice of intent to resign to their principal when the Extracurricular Contract forms are issued in the spring. The district will endeavor to release said employees from their extracurricular assignments prior to beginning the ensuing year. Should a suitable replacement not be obtained for the ensuing year, the employee's resignation becomes effective at the end of the contract year.
- C. Employees who are offered and accept extended contracts will be paid on a per diem basis for the number of days worked. The assignment will be expressed as a specific number of days.
- D. Employees who are offered and accept night school, summer school or summer driver education assignments will be paid at the rate of \$30.00 per hour
- E. Employees assigned to teach more than six (6) periods, or said equivalent, will receive for each added period an additional 14% of the employee's salary from Schedule A for the length of time such an assignment is in effect.
- F. An employee assigned by the administration to cover a class for another teacher will be paid at the rate of \$18.00 per hour.

ARTICLE XVII INSURANCE

- A. Life Insurance and Long Term Disability
 - 1. All employees who are contracted for a minimum of 70% are eligible for Life Insurance and Long Term Disability Insurance. The employee will pay the Long Term Disability premium. The employee will receive additional compensation equal to the calculated long-term disability

insurance premium. Long Term Disability will be for 66-2/3% of the monthly wage of the employee with a maximum of \$4,700 per month.

2. Term Life Insurance will equal 100% of the employee's annual salary.

- a. Additional Term Life Insurance may be purchased by the employee, subject to carrier approval, in increments of \$5,000 aggregate maximum of \$50,000.
- b. In addition, and conditioned upon carrier approval, the employee may purchase a term policy on spouse and dependent children by selecting one of the following plans:
 - (1) Spouse \$10,000 – Children \$5,000
 - (2) Spouse \$ 6,000 – Children \$3,000
- c. Universal Life Insurance may be purchased by the employee, subject to carrier approval.
- d. In addition, and conditioned upon carrier approval, the employee may purchase Universal Life Insurance on spouse and dependent children.
- e. Part-time employees contracted between 50% and 69% shall be eligible for insurance benefits prorated in accordance with the percentage of their respective contract.

B. Medical Insurance/Dental/Flex 125 Benefit Plan

1. All employees who are contracted for a minimum of 70% are eligible for insurance benefits as stipulated. Part-time employees contracted between 50% and 69% will be eligible for insurance benefits prorated in accordance with the percentage of their respective contract.

2. Hospital/Major Medical Insurance

- a. The district will pay 100% for the single (employee) premium for the PPO plan selected by the employee. If the employee chooses a PPO plan which has a deductible higher than the lowest deductible PPO plan offered, the district will pay the difference in the single premium to the employee as salary on a semi-monthly basis. If the employee chooses a PPO plan which has a deductible higher than the lowest deductible PPO plan offered, the district will pay an amount equal to at least 73% of the other PPO Plans with the lowest deductible. Any balance owed after applying the above will be deducted from the employee's pay.
- b. The district will offer the following three PPO plans, each of which will have a prescription card:
 - a PPO plan featuring a \$300 single/\$600 family deductible with a \$750 single/\$1500 family out-of-pocket maximum (low deductible plan)
 - a PPO plan featuring a \$600 single/\$1,200 family deductible with a \$1,500 single/\$3,000 family out-of-pocket maximum (medium deductible plan)
 - a PPO plan featuring a \$1,000 single/\$2,000 family deductible with a \$2,500 single/\$5,000 family out-of-pocket maximum (high deductible plan)
- c. An employee who was hired on or before June 30, 2008 and who waives coverage will receive \$50.00 per month added to his/her monthly pay. Employees who are hired on or after July 1,

2008 will be eligible for the waiver option only if they are employed less than 70% time. Employees hired after July 1, 2012, will not be eligible for the waiver option.

3. Dental Insurance

- a. The district will contribute 100% for the single (employee) plan.
 - b. The dental insurance plan will be \$2000 annual maximum benefit and \$2000 lifetime dependent orthodontia benefit.
4. The district will provide a Flex 125 benefit plan wherein employees may use pre-tax dollar salary deductions for payment of all expenses allowable by the Internal Revenue Service, to include but not necessarily limited to: insurance premiums, health-related expenses, or child care costs.

**ARTICLE XVIII
SAVINGS CLAUSE**

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provisions shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XIX
COMPLIANCE CLAUSE**

This Master Agreement shall take precedence over any individual contract. If any individual contract conflicts with this Master Agreement, this Agreement shall be controlling.

For the 2018-2019 year, the following contract changes are implemented:

**ARTICLE VII
TRANSFER PROCEDURE**

B. Procedures: Voluntary Transfer

- 1. Vacancies for ensuing year
 - a. When a vacancy occurs all qualified employees who have filed a letter requesting a transfer to the position(s) in question will be given first consideration, unless transfer would prevent recall of a qualified laid-off employee.
 - (1) Notification: When a vacancy occurs, the Office of Human Resources shall within five (5) working days send notice of said vacancy to building principals, appropriate secondary department heads, and the Association Co-Presidents.
 - (2) Requests for consideration for transfer should be on file in the office of the Director of Human Resources by February 15, or within one (1) week following the official posting date of a position after February 15, for said request to be considered during staffing procedures conducted from March 1 to July 15.
 - (3) Requests must contain the following information:

- (a) name, current position, building
 - (b) position(s) desired, building(s)
 - (c) summer address, summer phone number, contact person's name and phone number
- (4) When a position for which an employee has expressed interest becomes vacant prior to August 1, the employee's file will be automatically activated for said position.
 - b. Any employee may request the Director of Human Resources to activate his/her file for any posted vacancy.
 - c. Vacancies not filled by items B-1-a-b above, will be filled by qualified laid-off employees, per Reduction in Force Article.
- 2. Vacancies which occur during the school year, if said vacancies are to be filled by other than recall, will be filled as expeditiously as possible, given time constraints and other pertinent considerations.
 - a. All vacancies not filled by recall will be posted in all buildings.
 - b. When a position for which an employee has expressed interest (per B-1-a-b) becomes vacant, the employee's file will be automatically activated for said position.
 - c. If two (2) or more employees are deemed by the Administration to be equally qualified for a given position, then the most senior employee will be transferred. Should an employee be attempting to move from an involuntary transfer position, said employee will receive preference over the seniority factor.
 - d. Any employee may request the Office of Human Resources to activate his/her file for any posted vacancy.
- 3. Summer vacancies shall be posted on the district's website, in all school buildings and at the Learning Resource Center.

C. Procedures: Involuntary Transfer

- 1. An involuntary transfer may be necessitated as a result of a change in programming, a change in the number of students at attendance centers, a change in classes or courses, or as a result of Board approved program modifications.
- 2. All employees involuntarily transferred may request Voluntary Transfer, per B-1-a, B-2-b, and B-2-c. The February 15 date is waived for these employees.

**ARTICLE XII
EMPLOYEE WORK YEAR**

- A. The regular contract of employees, with the exception of new employees and excluding extended and supplemental contracts, will be one hundred ninety-three (193) days and will include the following:
 - 1. One hundred seventy nine (179) teacher-student contact days.

2. In 2018-2019 ten (10) professional days to be used for staff development, parent- teacher conferences, collaboration, pre-school workshop, clerical and record-keeping, or related use as determined by the district.

COMPENSATION

For the 2018-19 contract year, \$100.00 will be added to the generator base. Employees will be permitted to advance on step and lane of the salary schedule.

For the 2019-2020 year, the following contract changes are implemented:

ARTICLE XII EMPLOYEE WORK YEAR

- A. The regular contract of employees, with the exception of new employees and excluding extended and supplemental contracts, will be one hundred ninety-three (193) days and will include the following:
 1. One hundred seventy eight (178) teacher-student contact days.
 2. In 2019-2020 eleven (11) professional days to be used for staff development, parent- teacher conferences, collaboration, pre-school workshop, clerical and record-keeping, or related use as determined by the district.

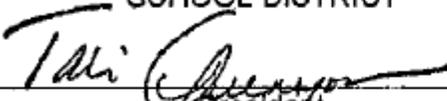
COMPENSATION

For the 2019-20 contract year, \$100.00 will be added to the generator base. Employees will be permitted to advance on step and lane of the salary schedule.

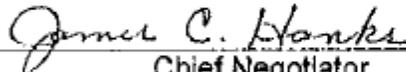
**ARTICLE XX
DURATION**

This Bargaining Agreement between the West Des Moines Community School District and the West Des Moines Education Association will be effective as of July 1, 2017 and will continue in effect until June 30, 2020.

WEST DES MOINES COMMUNITY
SCHOOL DISTRICT



President

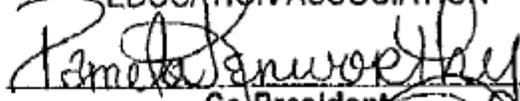


Chief Negotiator

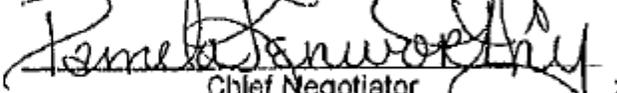
2-17-17

Date

WEST DES MOINES
EDUCATION ASSOCIATION



Co-President



Chief Negotiator

2-17-17

Date

**SCHEDULE A
CERTIFIED STAFF
2017-18**

| LEVEL | BA | BA+10 | BA+20 | BA+25 | BA+30 | MA | MA+5 | MA+10 | MA+15 | MA+20 | MA+25 | MA+30 | MA+35 | PHD |
|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 46,323 | 46,718 | 47,254 | 47,682 | 48,333 | 49,302 | 49,764 | 50,328 | 50,799 | 51,358 | 51,827 | 52,387 | 52,857 | 54,232 |
| 2 | 46,737 | 47,132 | 47,667 | 48,096 | 48,745 | 49,715 | 50,178 | 50,742 | 51,211 | 51,771 | 52,241 | 52,799 | 53,271 | 54,644 |
| 3 | 47,150 | 47,546 | 48,081 | 48,509 | 49,159 | 50,128 | 50,590 | 51,155 | 51,624 | 52,184 | 52,654 | 53,212 | 53,684 | 55,058 |
| 4 | 47,803 | 48,217 | 48,759 | 49,195 | 49,846 | 50,841 | 51,313 | 51,889 | 52,365 | 52,934 | 53,412 | 53,980 | 54,458 | 55,858 |
| 5 | 48,468 | 48,897 | 49,450 | 49,895 | 50,544 | 51,569 | 52,047 | 52,633 | 53,118 | 53,697 | 54,184 | 54,760 | 55,248 | 56,671 |
| 6 | 49,404 | 49,856 | 50,422 | 50,878 | 51,528 | 52,591 | 53,079 | 53,678 | 54,176 | 54,769 | 55,266 | 55,858 | 56,357 | 57,812 |
| 7 | 50,288 | 50,764 | 51,341 | 51,805 | 52,456 | 53,557 | 54,058 | 54,671 | 55,178 | 55,782 | 56,292 | 56,898 | 57,405 | 58,894 |
| 8 | 51,559 | 52,051 | 52,637 | 53,101 | 53,753 | 54,916 | 55,414 | 56,029 | 56,529 | 57,142 | 57,645 | 58,255 | 58,762 | 60,280 |
| 9 | 52,996 | 53,497 | 54,093 | 54,558 | 55,209 | 56,422 | 56,932 | 57,537 | 58,044 | 58,649 | 59,161 | 59,763 | 60,272 | 61,813 |
| 10 | 54,431 | 54,942 | 55,547 | 56,012 | 56,664 | 57,933 | 58,438 | 59,069 | 59,576 | 60,209 | 60,719 | 61,357 | 61,858 | 63,427 |
| 11 | 55,871 | 56,398 | 57,002 | 57,466 | 58,118 | 59,448 | 59,954 | 60,622 | 61,122 | 61,787 | 62,288 | 62,952 | 63,453 | 65,056 |
| 12 | 57,308 | 57,852 | 58,491 | 58,956 | 59,606 | 61,016 | 61,514 | 62,207 | 62,708 | 63,399 | 63,910 | 64,591 | 65,100 | 66,807 |
| 13 | 58,789 | 59,351 | 60,007 | 60,471 | 61,122 | 62,618 | 63,120 | 63,839 | 64,346 | 65,064 | 65,565 | 66,281 | 66,782 | 68,438 |
| 14 | 60,269 | 60,849 | 61,524 | 61,989 | 62,639 | 64,223 | 64,732 | 65,476 | 65,977 | 66,721 | 67,024 | 67,769 | 68,268 | 69,950 |
| 15 | 61,752 | 62,348 | 63,039 | 63,505 | 64,156 | 65,835 | 66,335 | 67,107 | 67,614 | 68,386 | 68,678 | 69,450 | 69,960 | 71,659 |
| 16 | - | 63,846 | 64,556 | 65,032 | 65,683 | 67,438 | 67,948 | 68,747 | 69,246 | 70,041 | 70,344 | 71,144 | 71,641 | 73,376 |
| 17 | - | 65,635 | 66,361 | 66,834 | 67,486 | 69,343 | 69,840 | 70,666 | 71,172 | 71,996 | 72,291 | 73,114 | 73,623 | 75,382 |
| 18 | - | - | 67,886 | 68,352 | 69,002 | 70,946 | 71,445 | 72,305 | 72,801 | 73,651 | 73,956 | 74,803 | 75,374 | 77,093 |
| 19 | - | - | - | 70,111 | 70,518 | 72,548 | 73,058 | 73,934 | 74,432 | 75,317 | 75,613 | 76,495 | 76,995 | 78,879 |
| 20 | - | - | - | - | - | 74,160 | 74,659 | 75,573 | 76,070 | 76,975 | 77,279 | 78,178 | 78,687 | 80,527 |
| 21 | - | - | - | - | - | - | - | 77,446 | 77,699 | 78,640 | 78,933 | 79,869 | 80,370 | 82,236 |
| 22 | - | - | - | - | - | - | - | - | - | 80,539 | 80,598 | 81,551 | 82,061 | 83,954 |
| 23 | - | - | - | - | - | - | - | - | - | - | - | 83,489 | 83,744 | 85,671 |
| Off Schedule | 64,661 | 68,544 | 71,119 | 73,344 | 74,074 | 77,716 | 78,539 | 81,325 | 81,578 | 84,743 | 84,801 | 87,692 | 88,270 | 90,197 |

Off Schedule \$ are computed as follows:

| | | | | | |
|--------------|-------|--------------------|-------|---------------------|--------|
| BA, BA+10 | 6.75% | BA+30, MA | 8.25% | MA+20, MA+25, MA+30 | 9.75% |
| BA+20, BA+25 | 7.50% | MA+5, MA+10, MA+15 | 9.00% | MA+35, PHD | 10.50% |

**Schedule B
Nurses**

2017-18

| LEVEL | RN |
|--------------|-----------|
| 1 | 34,752 |
| 2 | 35,085 |
| 3 | 35,418 |
| 4 | 35,944 |
| 5 | 36,481 |
| 6 | 37,236 |
| 7 | 37,948 |
| 8 | 38,973 |
| 9 | 40,132 |
| 10 | 41,268 |
| 11 | 42,449 |
| 12 | 43,607 |
| 13 | 44,801 |
| 14 | 45,995 |
| 15 | 47,190 |

**SCHEDULE C
EXTRA CURRICULAR DUTY SALARY SCHEDULE**

| <u>Generator Base 2017-2018 = \$40,884</u> | <u>% of Base</u> |
|---|-------------------------|
| VALLEY HIGH SCHOOL | |
| KWDM Advisor | 16.00% |
| Technical Director – set construction/audio/lighting/costume design | 15.00% |
| Drama, Activities Director | 12.00% |
| Intramurals | 11.00% |
| Assistant Debate, Spotlight, Speech – Large Group (Contest) | 10.00% |
| Cheerleader/Pep Club (Head) | 12.00% |
| Cheerleader (Asst) | 10.00% |
| CTSO | 6.00% |
| Dance Team | 8.00% |
| Install Sound, Spotlight Assistant, KWDM Assistant | 7.00% |
| Musical Director (Pit Director, Vocal) | 6.00% |
| Speech – Individuals (Contest), Assist Drama & Large Group Speech | 6.00% |
| Mimes, Student Council | 5.00% |
| Class Sponsor (Senior, Junior, Sophomore), Literary Magazine, National Honor Society, Mock Trial, Synchronized Swim, Assistant Dance Team | 4.00% |
| Publicity – Play Production | 3.00% |
| WALNUT CREEK CAMPUS | |
| Speech – Individuals/Large Group | 6.00% |
| VALLEY SOUTHWOODS | |
| Freshman Debate Coach | 10.00% |
| Cheerleaders, Yearbook, Dance Team | 5.00% |
| Drama, Mimes, Valley Southwoods Student Council | 4.00% |
| Mock Trial | 3.00% |
| Speech-Individuals/Large Group | 6.00% |
| JUNIOR HIGH SCHOOL | |
| Drama, Intramurals | 6.00% |
| Install Sound | 5.00% |
| Mimes | 4.00% |
| Yearbook, Student Council | 3.00% |
| Mock Trial | 2.00% |
| Lighting (Indian Hills) | 2.00% |
| ELEMENTARY SCHOOL | |
| Future Problem Solving Bowl | 3.00% |

**SCHEDULE D
CO-CURRICULAR DUTY SALARY SCHEDULE**

| <u>Generator Base 2017-2018= \$40,884</u> | <u>% of Base</u> |
|---|-------------------------|
| VALLEY HIGH SCHOOL | |
| Instrumental Music, Vocal Music, Debate | 17.00% |
| Yearbook | 11.00% |
| String Music | 10.00% |
| Assistant Instrumental Music, Assistant Vocal Music | 8.00% |
| VALLEY SOUTHWOODS | |
| Instrumental Music, String Music | 9.00% |
| Vocal Music | 8.00% |
| JUNIOR HIGH SCHOOL | |
| Instrumental Music, String Music | 7.00% |
| Vocal Music | 6.00% |
| ELEMENTARY SCHOOL | |
| Instrumental Music, String Music, Vocal Music | 2.00% |

**SCHEDULE E
HEAD COACHING SALARIES**

Coaches in the system asked to switch assignments will receive full experience credit on actual service in the district in any of the sports.

| <u>Generator Base 2017-2018 = \$40,884</u> | <u>% of Base</u> |
|---|------------------|
| HIGH SCHOOL | |
| Trainer | 31.00% |
| Basketball, Football | 23.00% |
| Wrestling | 21.00% |
| Baseball, Softball | 19.00% |
| Soccer, Track | 18.00% |
| Swimming, Volleyball | 17.00% |
| Girls/Boys Bowling, Golf, Tennis, Track-Cross | 11.00% |
| Country | |

**SCHEDULE F
ASSISTANT COACHING SALARIES**

- A. All coaches new to the WDMCSD will start on Step I of the appropriate coaching salary guide. Assistant coaches will be paid on a two-step scale.
- B. Step I: Assistant coaches serving their first and second years in the particular assignment will be on Step I.

Step II: Assistant coaches serving in their third and subsequent years in an assignment will be on Step II.

| <u>Generator Base 2017-2018 = \$40,884</u> | <u>STEP I % of Base</u> | <u>STEP II % of Base</u> |
|---|-----------------------------|------------------------------|
| HIGH SCHOOL | | |
| Basketball, Football, Wrestling | 11.00% | 13.00% |
| Baseball, Soccer, Softball, Track | 10.00% | 12.00% |
| Golf, Volleyball, Swimming | 9.00% | 10.00% |
| JUNIOR HIGH SCHOOL | | |
| Wrestling, Basketball, Football, Track, Softball, Volleyball | 8.00% | 9.00% |
| Track-Cross Country | 4.00% | 5.00% |

**SCHEDULE G
OTHER ACTIVITIES**

| <u>Generator Base 2017-2018 = \$40,884</u> | <u>% of Base</u> |
|--|------------------|
| Archery | 5.00% |
| Robotics | 2.00% |

Appendix

Appendix A
DUES DEDUCTION AUTHORIZATION

I hereby authorize my Association membership to be considered as continuing for this and future years unless and until written notification and dissolution of this Agreement is given by me in the manner prescribed below. I further authorize that any increase in the West Des Moines Education Association, Polk Suburban Uniserv Unit, Iowa State Education Association, and the National Education Association dues that may occur from time to time be automatically applied to my payroll deduction payments as agreed to between WDMEA and the Board of Education of this district.

I hereby request and authorize the Board of Education of the West Des Moines Community School District as my remitting agent, to deduct from my earnings each month (October-July) until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month (October-July) for me and on my behalf to the treasurer of the West Des Moines Education Association, which is an affiliate of the PSUU, ISEA, and NEA.

It is understood that this authorization shall begin in October and shall continue through July from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization. Failure to give written notification absolves the WDMEA and the accounting office from removing my name from payroll deduction list.

Signed _____ Date _____

Social Security Number _____

This form should be completed in triplicate.

Appendix B
WDMCSD & WDMEA GRIEVANCE REPORT

LEVEL ONE

| | |
|----------------------|------------------------------|
| Aggrieved Party | Article/Section of Agreement |
| Building | Date of Violation |
| Principal/Supervisor | Date of Conference |

*Level Two must be filed by: _____
(Must be filed within ten duty days of Level One resolution.)*

LEVEL TWO

A. Date Filed: _____

B. Statement of Grievance: _____

C. Relief Sought: _____

| | |
|------------------------|------|
| Signature of Aggrieved | Date |
|------------------------|------|

D. Disposition by Principal or Immediate Supervisor: _____

| | |
|--|------|
| Signature of Principal or Immediate Supervisor | Date |
|--|------|

E. *Level Three must be filed by: _____
(Must be filed within five duty days of the employee's receipt of the written decision from
(Level Two)*

LEVEL THREE

A. _____
Signature of Aggrieved _____ Date received by Superintendent or
Designee

B. Disposition by Superintendent: _____

Signature of Superintendent or Designee _____ Date

C. *Level Four must be filed by: _____
(Must be filed within fifteen duty days after receipt of the Level Three disposition)*



LEVEL FOUR

A. _____
Signature of Aggrieved Person _____ Signature of Association Co-President

B. _____
Date Submitted to Arbitration

C. Disposition and Award of Arbitrator: _____

Signature of Arbitrator _____ Date of Decision

Appendix C
ARTICLES OF AGREEMENT

Elementary employees not scheduled for planning time on a daily basis will be given priority status when scheduling special subject assignments in an effort to provide a daily planning period.

Secondary part time employees who are assigned to teach two (2) or more academic classes shall be provided a planning period.

COMPENSATION

For the 2017-18 contract year, each cell of the salary schedule will be increased by 2.6%.

For the 2018-19 contract year, \$100.00 will be added to the generator base. Employees will be permitted to advance on step and lane of the salary schedule.

For the 2019-20 contract year, \$100.00 will be added to the generator base. Employees will be permitted to advance on step and lane of the salary schedule.

Letter of Understanding – Peer Review

The following is a Letter of Understanding regarding peer review. This agreement will be an addendum to the 2013-2014 Master Contract and is renewed for the 2016-2020 Master Contract. If legislation is enacted which eliminates the statutory requirement for peer review, then this letter will be null and void.

Definition

The parties agree that peer review is a collegial and confidential process among a peer group of teachers to enhance and improve instruction in order to increase student achievement.

Process

1. A peer group may be a group of two or more colleagues. The peer group will be self-selected. Each teacher will have a peer group. If a peer group cannot be found for a teacher, a peer group will be selected in consultation with the building administrator.
2. Peer review will be based on professional dialogue that may or may not include a classroom observation. The decision regarding classroom observation will be made by the peer group.
3. The peer review process will be formative and will be focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan. Peer reviews shall be supportive and collaborative and will be conducted in an informal manner.
4. The members of the peer group will complete the attached form after the peer review process is completed. The form will be submitted to the building Principal prior to the end of the school year.
5. Peer group reviews shall not be the basis for recommending the teacher participate in an intensive assistant program and shall not be used to determine the compensation, promotion, layoff, or any other determination affecting a teacher's employment status. Like the mentor process, this Letter of Understanding will establish a wall between the peer review process and the evaluation process.
6. Training for peer review will be provided prior to its implementation.
7. Time required for the peer review process will be scheduled by the peer group with the Principal of the building. If a substitute teacher is needed for the peer review process, the peer group will first contact the Principal to seek approval and to make the appropriate arrangements.

Peer Review Form

Teacher's Name: _____

Teachers in Peer Review Group: _____

Date(s)/Time(s) Peer Review Group Met: _____

General Topics Discussed: _____

Signatures of Peer Group Teachers:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Tentative Agreement
Memorandum of Understanding
Teacher Leadership and Compensation System

The West Des Moines Community School District has applied for and received approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership and Compensation System. The West Des Moines Community School District and the West Des Moines Education Association have reached the following agreement in regard to Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership and Compensation System (TLC). This Memorandum of Understanding (MOU) shall be in effect for the 2016-17 school year and shall be reviewed and updated on an annual basis by both the WDMEA and WDMCS.

1. Selection Committee

- A. Review councils will participate in the process of selecting teacher leaders (TLs) and recommend TL candidates to the superintendent for approval. West Des Moines Education Association leadership and administrative leadership team members will select a balance of teachers and administrators from staff who have indicated interest for participation on a review council for district level TLC roles. A significant pool of names will be maintained to accommodate those within the pool who may wish to apply for teacher leader roles. This pool of names will be updated and approved on an annual basis by Administrative Leadership and Association Leadership Team Members.
- B. Each building site will select a site-based review council for building level TLC roles. The site-based review council shall be comprised of two teachers appointed by the Association and two administrators appointed by the Superintendent. A building site may form a joint selection committee with another building site, provided the total number of committee members is four. A list of site council team members for each building will be maintained by the District and shared with the WDMEA each March. Any needed changes to site team members will be made by April 30.
- C. Human Resources will complete the initial screening of all applications. This initial screening will be done to simply ensure that all applicants have completed all required steps in the application process. All applicants that have completed the initial screening process will be sent forward to the review council. Following initial screening of applications in HR, the review councils will review applications, conduct the interviews, consider the application materials and the interview, complete individual scoring rubrics, and make recommendations to the superintendent for approval. Teachers who are selected must meet all of the qualifications contained in the TLC grant and contained in the law.

2. Selection of Teacher Leaders

The Superintendent will review the committee's recommendation for teacher leader(s) and shall approve teachers to serve in TLC positions.

3. Assignment of Teacher Leaders

- A. Teachers assigned to TLC positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.
- B. The assignment of teachers to TLC positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to a TLC position. Any current Teacher Leader may request a reassignment to an open Teacher Leader position in the same category for which they are qualified.
 - o The Association and the District agree to the common understanding of “reassignment” to mean mutually agreed upon by both the District (Building Principal) and the Teacher Leader.
 - o “For which they are qualified” means for the role for which they have already applied, interviewed and were chosen. Example-An Instructional Coach may transfer to another Instructional Coach position but would need to apply for an open {professional Development Curriculum Facilitator position.
- C. Prior to the termination of a TLC position by a teacher and not later than February 2, the teacher will give notice to the School District. Every effort will be made to return the Teacher Leader to the teaching position they held prior to becoming a Teacher Leader. If after all displaced teachers have been placed, there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s), then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s), then the teacher may withdraw his/her notice of termination not later than two working days after all displaced teachers are assigned by the Director of HR or designee.

If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s) and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLC position will be given an opportunity to apply for a voluntary transfer as provided by Article VII for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s), then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s), then Reduction in Force contract language would apply (Article VIII).

- D. Prior to the termination of a TLC position by the school district and not later than March 30, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsement(s). If there is a vacant position for which the teacher possesses the necessary certification and endorsement(s), then the teacher will be awarded a position based on seniority, concurrent with the time period when displaced teachers are involuntarily transferred.

If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsement(s), then Reduction in Force contract language would apply (Article VIII).

4. Teacher Leadership Compensation

The salary supplements received by teachers assigned to TLC positions will be as initially specified in the District's approved Teacher Leadership and Compensation grant application. Any changes to salary supplements (stipends) for Teacher Leader positions shall be mutually agreed upon by the WDMEA and the District through a formal process. The salary supplement is compensation to the teacher in the TLC position for the additional contract days and/or hours of work required of the teacher.

5. Hours of Work

Teachers in TLC positions will work the number of hours specified in Article XIII and as necessary to perform the duties of their teaching and TLC positions. The expectations of the District with regard to hours of work of teachers in TLC positions will be contained in the job description for each TLC position. If the job description does not include expectations for teaching-related duties such as, but not limited to, parent-teacher conferences, regular duty assignments, and school events, then the contract language applies (Article XIII).

6. Work Year

Teachers in TLC positions will work the number of days specified in the District's approved Teacher Leadership and Compensation grant application and as provided by law. Any changes in the number of days worked by Teacher leaders must be mutually agreed upon by the WDMEA and the District through a formal process.

7. Seniority

Teachers in TLC positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at the time of their selection for a TLC position.

8. Procedures for Staff Reduction

For purposes of staff reduction, teachers in TLC positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for a TLC position.

In the event of the need to reduce within the Teacher Leader positions, teacher leaders with the least seniority among the TL group will be returned to the classroom first. Consideration of qualifications may override seniority for program continuity (e.g. an Instructional Coach with expertise in a given subject area.)

9. Assessment of Performance

The assignment of a teacher to a TLC position will be subject to review by the school district's administration at least annually. The review shall include peer feedback on the effectiveness of the teacher's performance of duty specific to the teacher's TLC position. A teacher who completes an assignment in a TLC position may apply for an assignment to a new TLC position. The District and

the WDMEA will design a method for effective feedback to Teacher Leaders that shall be provided to the Teacher Leaders annually.

Human Resources will notify all Principals/Supervisors about those teacher leaders who are on cycle and remind them that they need to be observed and evaluated in their teacher leader role as well as their classroom teacher role.

10. Funding for Program

Teacher leadership supplemental foundation aid from the state shall be required to sustain the TLC program. The TLC salary will not be included in the salary schedule. Any reduction or elimination of this support may result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.

11. Separation from Teacher Evaluation

This Memorandum of Understanding will establish a wall between the TLC system and the evaluation process for the performance of teaching duties. Teachers in TLC positions will not evaluate other teachers.

12. Review of MOU

A Teacher Leader Subcommittee will be formed in the fall of each year by the Superintendent to review the Teacher Leader MOU and make recommendations for changes and or additions for the next year. Members of the subcommittee will include representatives from the Association, the Superintendent and the District Leadership team.

Final recommendations to changes to the MOU will be agreed to by all parties at the negotiations table.



WEST DES MOINES
COMMUNITY SCHOOLS

3550 Mills Civic Parkway | West Des Moines, IA 50265

515-633-5000 | www.wdmcs.org

The West Des Moines Community School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, genetic information, and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's Equity Coordinator Carol Seid, Associate Superintendent of Human Resources, 3550 Mills Civic Parkway, West Des Moines, IA 50265; phone: 515-633-5037; email: seidc@wdmcs.org.