



WEST DES MOINES
COMMUNITY SCHOOLS

Innovative Spirit. Inspiring Success.

AGREEMENT BETWEEN

WEST DES MOINES
COMMUNITY SCHOOLS

AND

WEST DES MOINES
EDUCATION ASSOCIATION

2023-25

TABLE OF CONTENTS

		PAGE
ARTICLE I	Preamble.....	2
ARTICLE II	Recognition.....	2
ARTICLE III	Grievance Procedure.....	2
	Appendix B – Grievance Report.....	27
ARTICLE IV	Seniority.....	5
ARTICLE V	Leaves of Absence.....	7
ARTICLE VI	Professional Development.....	15
ARTICLE VII	Safety.....	16
ARTICLE VIII	Employee Work Year.....	16
ARTICLE IX	Professional Work Day.....	17
ARTICLE X	Job Classification.....	18
ARTICLE XI	Wages.....	18
	Schedule A – Certified Staff	22
	Schedule C – Extra Curricular Salary Schedule.....	23
	Schedule D – Co-Curricular Duty Salary Schedule.....	25
	Schedule E – Head Coaching Salaries.....	25
	Schedule F – Assistant Coaching Salaries.....	26
	Schedule G – Other Activities	26
ARTICLE XII	Savings Clause.....	20
ARTICLE XIII	Duration.....	21

**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
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.

- B. Every employee covered by this Agreement will have the right to present grievances in accordance with these procedures. 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 IV
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 talented and gifted 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 highest last digit of the employee's social security number will be used to determine seniority. If still tied, the second to the last digit of the social security number will be used. If still tied, the third to last digit of the social security number, etc. until the tie is broken and seniority is determined. The employee with the highest social security number (last digit utilized in this process) will be listed 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.

ARTICLE V 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 seven (7) 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 seven (7) days. The day(s) will be charged to the employee's accumulated sick leave defined in Article V, 1, A.

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 100% 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 three (3) days in advance of absence.
- d. Except at the discretion of the building administrator, not more than 5% of the certified staff in a building shall be eligible for personal leave on the same day. (This % will not include those positions where no substitute is needed). August 1 of each year, Human Resources will share the procedures, created with input from WDMEA, for personal leave requests and guidelines for principal discretion. Superintendent or designee may approve use personal leave for extenuating circumstances.

- e. 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.

- c. Special Education Teachers will be provided an additional sixteen (16) hours (on-site) to be used throughout the school year to complete individual education plans (IEP), progress monitoring, scheduling, communication with parents, consultant meetings, special education reporting data, and or other legislated special education requirements.

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. 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.

2. 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.

B. 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.

2. Military Leave

As defined by the Code of Iowa.

ARTICLE VI PROFESSIONAL DEVELOPMENT

- A. Development of Professional Development - Building Leadership Teams (BLTs) will collaborate with administration to develop a yearlong, fluid plan for professional learning aligned to the School Improvement Plan, building data, and staff surveys.
- B. Implementation of Professional Development - Building-level professional learning will provide:
 1. Alignment to the School Improvement Plan and district goals.
 2. Differentiated instruction to maximize staff learning and implementation, as appropriate.
 3. Teacher directed time. (Teacher directed time includes, but is not limited to: the implementation of IPDPs, collaboration time with specialists, content and/or grade level PLCs, grading, parent-communication, individual work time, etc).
 - a. Wednesday Collaboration: One Wednesday collaboration each month will be dedicated to teacher directed time.
 - b. Full Day Professional Learning: Each full day professional learning (excluding August pre-service days) will include a minimum of two teacher directed hours.

**ARTICLE VII
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 VIII
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 as annually approved by the Board of Directors in accordance with applicable law, and will include the following:
 - 1. Board approved specified number of teacher-student contact days.
 - 2. Board approved specified 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:

<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
<u>September 5, 2022</u>	<u>September 4, 2023</u>	<u>September 2, 2024</u>
<u>November 24, 2022</u>	<u>November 23, 2023</u>	<u>November 28, 2024</u>
<u>December 26, 2022</u>	<u>December 25, 2023</u>	<u>December 25, 2024</u>
<u>January 2, 2023</u>	<u>January 1, 2024</u>	<u>January 1, 2025</u>

- 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.
- 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.

ARTICLE IX 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. By August 1, the building principal will share with employees the dates of Parent-Teacher Conferences and Parent Engagement Events. 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 inclement weather conditions.
- F. Certified employees may be required to remain after the usual workday for the purpose of attending faculty or other meetings that an Administrator may require in his/her discretion. Other meetings may be scheduled by the principal according to need.
- G. Employees who are offered and accept night school, summer school, or administrator pre-approved outside the contract day hourly work will be paid at the rate of \$37.00 per hour.
- H. Employees assigned to teach more than six (6) of eight periods daily at the secondary level, or said equivalent, will receive, for each added period, an additional 14% of the employee's base for the length of time such an assignment is in effect. Assignments for less than twelve weeks will not be subject to this provision.
- I. An employee assigned by the administration to teach a class for another teacher during the employee's non-instructional/non-supervisory time, for a time not to exceed two hours, will be paid at the rate of \$20.00 per hour.

ARTICLE X 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 XI 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 \$400 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.

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.) Official transcripts will be required for verification.

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 \$125/month (\$1,500 per 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 within 60 days of employment, the Accounting Office will set up the contribution to go to a default entity, in accordance with applicable law. The default entity will be communicated annually to the Association.

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 XII
SAVINGS CLAUSE

In the event that any provision 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.

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

**ARTICLE XIV
DURATION**

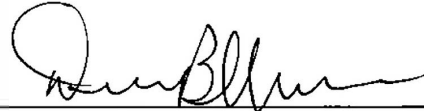
This Bargaining Agreement between the West Des Moines Community School District and the West Des Moines Education Association will be effective as of July 1, 2023 and will continue in effect until June 30, 2025.

WEST DES MOINES COMMUNITY SCHOOLS

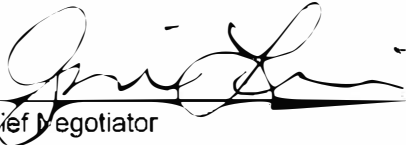
WEST DES MOINES EDUCATION ASSOCIATION



Board President



President



Chief Negotiator



Chief Negotiator

April 3, 2023

Date

April 3, 2023

Date



WEST DES MOINES COMMUNITY SCHOOLS

Innovative Spirit. Inspiring Success.

2023-24 Combined Salary Schedule

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	LEVEL
1	48,451	48,865	49,426	49,875	50,556	51,571	52,056	52,647	53,138	53,724	54,217	54,801	55,295	56,734	1
2	48,884	49,299	49,859	50,308	50,989	52,004	52,489	53,080	53,571	54,157	54,650	55,235	55,728	57,168	2
3	49,317	49,731	50,291	50,741	51,421	52,436	52,921	53,512	54,004	54,589	55,082	55,667	56,161	57,600	3
4	50,000	50,434	51,003	51,459	52,141	53,183	53,677	54,281	54,780	55,375	55,877	56,470	56,972	58,438	4
5	50,697	51,147	51,726	52,192	52,872	53,945	54,446	55,059	55,568	56,174	56,684	57,288	57,799	59,289	5
6	51,678	52,151	52,744	53,222	53,902	55,016	55,527	56,154	56,676	57,296	57,818	58,437	58,960	60,485	6
7	52,604	53,102	53,707	54,194	54,874	56,027	56,552	57,195	57,727	58,358	58,893	59,528	60,058	61,618	7
8	53,935	54,450	55,063	55,550	56,232	57,451	57,974	58,616	59,141	59,783	60,309	60,949	61,480	63,070	8
9	55,441	55,965	56,589	57,077	57,758	59,029	59,563	60,197	60,728	61,361	61,897	62,528	63,060	64,676	9
10	56,944	57,479	58,111	58,600	59,282	60,611	61,141	61,801	62,333	62,995	63,530	64,198	64,722	66,366	10
11	58,450	59,004	59,636	60,123	60,805	62,198	62,728	63,428	63,951	64,648	65,173	65,868	66,393	68,073	11
12	59,957	60,526	61,196	61,683	62,364	63,841	64,363	65,088	65,613	66,337	66,871	67,584	68,117	69,907	12
13	61,508	62,098	62,785	63,271	63,952	65,520	66,045	66,797	67,329	68,081	68,606	69,355	69,880	71,615	13
14	63,059	63,665	64,373	64,860	65,540	67,199	67,734	68,513	69,037	69,816	70,134	70,913	71,436	73,198	14
15	64,611	65,236	65,959	66,447	67,129	68,889	69,412	70,220	70,751	71,560	71,866	72,675	73,209	74,988	15
16		66,805	67,549	68,047	68,729	70,567	71,102	71,939	72,461	73,293	73,611	74,449	74,969	76,787	16
17		68,679	69,439	69,935	70,617	72,562	73,083	73,949	74,478	75,341	75,650	76,513	77,046	78,888	17
18		71,036	71,524	71,524	72,205	74,241	74,764	75,665	76,185	77,075	77,394	78,282	78,880	80,680	18
19				73,367	73,792	75,920	76,453	77,371	77,892	78,821	79,130	80,055	80,578	82,551	19
20						77,609	78,131	79,088	79,609	80,557	80,875	81,818	82,351	84,277	20
21								81,049	81,316	82,301	82,607	83,589	84,113	86,067	21
22										84,290	84,351	85,349	85,884	87,867	22
23												87,379	87,647	89,665	23
Off Schedule	69,578	73,646	76,003	78,334	78,759	82,576	83,098	86,016	86,283	89,257	89,318	92,346	92,614	94,632	Off Schedule

The Off Schedule row is calculated using the following percentages:

- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
- 11.00%
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- 11.00%
- 11.00%
- 11.00%

**SCHEDULE C
EXTRA CURRICULAR DUTY SALARY
SCHEDULE**

Generator Base 2023-2024 = \$43,009	% of Base
VALLEY HIGH SCHOOL	
KWDM Advisor	16%
Technical Director - set construction/audio/lighting/costume design	15%
Drama Director	12%
Intramurals	11%
Assistant Debate, Spotlight, Speech - Large Group & Individual (Contest)	10%
Career Tech, Student Council	6%
KWDM Assistant	7%
Musical Director (Pit Director, Vocal)	6%
Assistant Drama & Large Group Speech	6%
Mimes, Robotics	5%
Literary Magazine, National Honor Society, Mock Trial	4%
Publicity - Play Production	3%
WALNUT CREEK CAMPUS	
Speech - Individuals/Large Group	6%
VALLEY SOUTHWOODS	
Freshman Debate Assistant	10%
Speech - Individuals/Large Group	6%
Yearbook	5%
Drama, Mimes, Valley Southwoods Student Council	4%
Mock Trial	3%
HIGH SCHOOL CHEERLEADING & DANCE	
Cheerleaders (Head)	12%

Cheerleaders (Assistant)	10%
Cheerleaders (9th)	5%
Dance Team (Head)	8%
Dance Team (Assistant)	6%
Dance Team (9th)	5%
JUNIOR HIGH SCHOOL	
Drama, Intramurals	6%
Install Sound	5%
Mimes	4%
Yearbook, Student Council	3%
Mock Trial	2%
Lighting	2%

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

Generator Base 2021-2022= \$42,009	% of Base
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.

Generator Base 2023-2024 = \$43,009	% of Base
HIGH SCHOOL	
Trainer	31%
Basketball, Football	23%
Wrestling	21%
Baseball, Softball	19%
Soccer, Track	18%
Swimming, Volleyball	17%
Bowling, Golf, Tennis, Cross Country	16%

**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.

Generator Base 2023-2024 = \$43,009	Step 1 % of Base	Step 2 % of Base
HIGH SCHOOL		
Basketball, Football, Wrestling	11%	13%
Baseball, Soccer, Softball, Track,	10%	12%
Golf, Volleyball, Swimming, Tennis, Cross Country	9%	10%
JUNIOR HIGH SCHOOL		
Wrestling, Basketball, Football, Track, Softball, Volleyball, Cross Country	8%	9%

**SCHEDULE G
OTHER ACTIVITIES**

Generator Base 2023-2024 = \$43,009	% of Base
Archery	5%

Appendix

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 10 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 15 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 _____



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, sexual orientation, gender identity, genetic information, and socioeconomic status 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 Dr. Dau Jok, Executive Director of Diversity, Equity, and Inclusion, 3550 Mills Civic Parkway, West Des Moines, IA 50265; Phone: 515-633-5040; E-mail jokd@wdmcs.org (Adherence to bona fide occupational/ educational qualifications will not be interpreted as discriminatory.)